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Agenda: Children and Families Commission 06-2016

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

Meeting date, time, and place at First 5 San Bernardino June 1, 2016
 3:30 p.m.
 Commission Conference Center

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

SPECIAL PRESENTATION Inland Empire Health Plan (IEHP) – Marci Aguirre, Director of Community Outreach

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

Report Advisory Committee Report by Margaret Hill, Chair

Report Executive Director’s Report by Karen E. Scott

Consent Item The following consent 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.

Item No.	CONSENT
1	Approve minutes of May 4, 2016 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

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

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

Agenda: Children and Families Commission 06-2016

June 1, 2016

Page 2 of 2

Item No.	DISCUSSION
2	Conduct Public Hearing of the Children and Families Commission for San Bernardino County's Strategic Plan for Fiscal Years 2015-2020 to confirm the plan will be active for the forthcoming fiscal year. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)
3	Approve Budget for Fiscal Year 2016-2017 and updates to the Long-Range Financial Plan. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)
4	Approve Contract IC029 with Vavrinek, Trine, Day & Co., LLP in the amount of \$63,360 for Fiscal Years 2017-2019 to conduct and prepare an annual audit and report of First 5 San Bernardino's (F5SB) financial statements. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)
5	Approve Contract IC030 with VIVA Strategy + Communications for strategic consultation services to support implementation of the County's Quality Rating Improvement System (QRIS) in the amount of \$257,705 for Fiscal Year 2016-2017, \$244,665 for Fiscal Year 2017-2018 and \$242,290 for Fiscal Year 2018-2019 for a cumulative total of \$744,660 for Fiscal Years 2016-2019. (Presenter: Chrystina Smith-Rasshan, Staff Analyst II, 252-4267)
6	Approve Amendment A1 to Contract SI019 with Loma Linda University Research Affairs in support of the startup of the Autism Assessment Center of Excellence (AAEC) in the Inland Empire in an amount of \$17,797 in roll-over funds for Fiscal Year 2016-2017. (Presenter: Mary Alvarez, Staff Analyst II, 252-4258)
7	Authorize Executive Director to execute letter of intent and negotiate a contract to participate in the First 5 Service Corps program for Fiscal Year 2016-2017 for four (4) AmeriCorps service member positions to provide school readiness services for Fiscal Year 2016-2017, not to exceed \$74,740 in matching funds. (Presenter: Mary Alvarez, Staff Analyst II, 252-4258)

Public Comment

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

Commissioner Roundtable

Open to comments by the Commissioners

Next Commission Meeting at First 5 San Bernardino

**July 6, 2016
3:30 p.m. to 5:00 p.m.**

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

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**CHILDREN AND FAMILIES COMMISSION
for San Bernardino County
AGENDA: JUNE 1, 2016**

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contractor	Principals & Agents	Subcontractors; Principals & Agents	Commissioner Abstentions
1	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A
4	Vavrinek, Trine, Day & Co., LLP	David Showalter, Partner	N/A	N/A
5	VIVA Strategies and Communications, LLC	Nicole O. Tanner, Managing Partner	N/A	N/A
6	Loma Linda University, Research Affairs	Anthony Zuccarelli, Ph.D., Associate Vice President of Research Affairs	N/A	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 Budget Workshop
May 4, 2016
2:30 p.m. to 3:30 p.m.

Chair Haugan called the Budget Workshop to order at 2:30 p.m. Staff and Commissioners reviewed the proposed budget for Fiscal Year 2016-2017 and the accompanying five-year long term financial plan for Fiscal Year 2016-2017 through Fiscal Year 2020-2021.

Commissioner Gonzales made the following suggestions related to the budget planning to be considered for the future:

- Place a “cap” on reserved funds
- Discuss possibility of an annual set aside of monies
- Add contingencies and reserve funds for certain projects
- More inclusive delivery and set requirements for collaboration and blended funding relating to procurements

Debora Dickerson-Sims, Administrative Supervisor II, stated she will work on creating a policy that addresses criteria to use reserved funds, however, the budget can be approved with the “set aside” and the specific governing decisions can be made later.

Commission Meeting
May 4, 2016
3:30 p.m.

Chair Haugan called the meeting to order at 3:35 p.m.

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

Special Presentations *Commissioner Swearing-Out Ceremony and Resolution Presentation: Dr. Ron Powell*

Commissioner Swearing-In Ceremony: Stacy Iverson

Maternal Mental Health Presentation: Lesford H. Duncan MPH, Children’s Network

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.

Attendees

Commissioners Present

- Jose Gonzales
- Linda Haugan
- Margaret Hill
- Stacy Iverson
- Maxwell Ohikhuare, M.D.
- Paul Vargas
- Elliot Weinstein, M.D.

Staff Present

- Karen E. Scott, Executive Director
- Cindy Faulkner, Operations Manager
- Ann M. Calkins, Executive Assistant
- Staci Scranton, Supervising Office Assistant
- Mary Jaquish, Supervisor
- Scott McGrath, Supervisor
- Sophie Akins, Commission Counsel
- Leslie Fountain, Media Specialist II
- Amanda Ferguson, Staff Analyst II
- William Kariuki, Staff Analyst II
- Chrystina Smith-Rasshan, Staff Analyst II
- Mary Alvarez, Staff Analyst II

Report – Margaret Hill Advisory Committee Chair

Committee members met on April 28th. Updates on the following topics were shared: Quality Rating Improvement System (QRIS); Reach Out and Read and Footsteps2Brilliance.

Members reviewed and discussed strategies for the “Strength for the Small” campaign. This First 5 concept campaign, in conjunction with Children’s Network and Children’s Fund, is for children and families learning to cope with violence and trauma. The goal of this concept campaign is to provide families with resources, tools and information to foster resiliency in children affected by trauma and tragedy.

Members also reviewed the current Strategic Plan for any recommended changes. Staff from Harder+Company Community Research facilitated a discussion specific to Goal 1.1 “Child Health”. Recent changes in the health landscape as a result of implementation of the Affordable Care Act were discussed. The recommendation was made to not alter the language in Goal 1.1.

It was determined that a smaller sub-group would meet and discuss any possible changes to the remainder of the Strategic Plan by May 20. The goal is to present a refreshed plan to the Commission at the June 1st Commission Meeting.

Pending further immediate business, the Committee will go dark in the summer and reconvene in September.

Report –
Karen E. Scott
Executive
Director

May is Maternal Mental Health Month

Reach Out and Read (ROR) Update

First 5 San Bernardino (F5SB) is excited about supporting ROR and establishing powerful connections with organizations such as the American Academy of Pediatrics (AAP) – Chapter 2, Inland Empire Health Plan (IEHP), Molina Health Care, Loma Linda University Medical Center and a host of others. Drs. Marti Baum and Jenny Nguyen have co-authored a “white paper” entitled “Reach Out and Read: An Effective Early Literacy Program and Why It Should Come to San Bernardino County”. The project was part of the physicians’ advocacy work with the Department of Pediatrics at Loma Linda University Children’s Hospital. The report provides an accurate problem statement including the social economic implications, supporting data and the conclusion to support Reach Out and Read.

F5SB sends a huge “shout out” and message of appreciation to Bear Valley Community Healthcare District Family Health Clinic and Bear Valley Community Healthcare District’s Mom and Dad Project for being one of the first to “step up to the plate” and for their dedicated commitment to Reach Out and Read serving the mountain community families.

Heartfelt thanks are sent to Inland Empire Health Plan (IEHP) who has partnered with F5SB and the AAP - Chapter 2 and is hosting the next two ROR outreach events. An invitation to attend one of these events was extended to the Commissioners. Event dates are listed on Page 4 of the report.

New Commissioner

Stacy Iverson, President and Chief Executive Officer of Children’s Fund and Vice Chair of the F5SB Advisory Committee has joined the Children and Families Commission for San Bernardino County. Ms. Iverson served as Program Manager for F5SB between 2001 and 2008 and then served as Program Manager and Interim Director at San Bernardino County Superintendent of Schools. Ms. Iverson joined Children’s Fund as the Chief Operating Officer and within two years transitioned into her current role as President and CEO. F5SB is pleased to work with Stacy once again as she continues to demonstrate her dedication and unwavering focus to serve children in San Bernardino County.

BONUS (Baby’s Optimal Nutrition with Ultimate Support) 24 Hour Helpline

Residents can dial 2-1-1 and ask for breastfeeding help 24/7. The BONUS helpline opened on April 1, 2016. Mothers who have breastfeeding concerns, such as latching, milk supply and other breastfeeding questions may now use the BONUS helpline that connects mothers to an International Board Certified Lactation Consultant who can help. This free helpline is intended to offer breastfeeding support and reassurance to mothers during this special time in their lives.

Changes to the
Agenda

None

Consent

A motion was made by Commissioner Weinstein and seconded by Commissioner Hill to approve the Consent Item. With an abstention from Commissioner Gonzales, and without further comment or objection, motion carried by unanimous vote.

Item No.	CONSENT
1	Approve minutes of April 6, 2016 Commission Meeting (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

Item No.	DISCUSSION
2	<p>Authorize issuance of stipends from the IMPACT grant award to the following Operational Partners (OP), who are taking part in the planning and design phase of the San Bernardino County Quality Rating Improvement System (QRIS) for Fiscal Years 2015-2016, in the amount of \$8,000 for each OP, not to exceed \$16,000 per organization:</p> <ul style="list-style-type: none"> (a) San Bernardino County Superintendent of Schools (b) San Bernardino County Preschool Services Department (c) Child Care Resource Center (d) California State University San Bernardino <p>(Presenter: Chrystina Smith-Rasshan, Staff Analyst II, (252-4267)</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>Chair Haugan abstained from Item 2B due to her position as Appointing Authority over Preschool Services Department.</p> <p>Vice Chair Ohikhuare abstained from 2B due to his position with the Preschool Services Department's Governing Board.</p> <p>A motion was made by Commissioner Weinstein and seconded by Commissioner Hill to approve Item 2. With Commissioner Gonzales absent from the vote and without further comment or objection, the motion carried by unanimous vote.</p>
3	<p>Approve Amendment A3 to Contract HW034 for Health Services (RFP 11-02) with the American Lung Association in California in the amount of \$127,393 for Fiscal Year 2016-2017 for a cumulative total amount of \$626,216 for Fiscal Years 2012 through 2017 to provide asthma/bronchitis prevention services. (Presenter: Mary Alvarez, Staff Analyst II, 252-4258)</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>A motion was made by Commissioner Hill and seconded by Commissioner Vargas to approve Item 3. Without further comment or objection, the motion carried by unanimous vote.</p>

Public Comment None

Commissioner Roundtable

None

Adjournment

Chair Haugan adjourned the meeting at 4:20 p.m.

**Next meeting at
First 5 San
Bernardino**

JUNE 1, 2016
3:30 p.m.

Attest

Linda Haugan, Chair

Ann M. Calkins, Commission Clerk



**AGENDA ITEM 2
JUNE 1, 2016**

Subject	Strategic Plan for Fiscal Years 2015-2020
Recommendations	Conduct Public Hearing of the Children and Families Commission for San Bernardino County's Strategic Plan for Fiscal Years 2015-2020 to confirm the plan will be active for the forthcoming fiscal year. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)
Financial Impact	None
Background Information	<p>The California Children and Families Act of 1998 ("Act") was passed as Proposition 10 by California voters in November 1998 and enacted by the State Legislature through California Health and Safety Code Sections 130100 -130155 and Revenue and Taxation Code Section 30131.</p> <p>Section 130140 (a)(1)(D), (E)&(F) requires the County Commission to "review and/or adopt a new or revised county strategic plan, conduct the required public hearing and submit the adopted plan and any revisions to the State Commission" by July 1st of each year. This was last conducted in June and September of 2015.</p> <p>The current Strategic Plan investment areas are defined as Strategic Priority Areas (SPA's):</p> <ul style="list-style-type: none">• SPA 1: <u>Children and Families</u> Goals: (1) Child Health, (2) Early Learning and (3) Family Support• SPA 2: <u>Systems and Network</u> Goals: (1) Leadership as a Convener and Partner, (2) Capacity Building <p>With the help of the First 5 San Bernardino Advisory Committee, it has been determined that the current Strategic Plan as presented and approved by the Commission on June 3, 2015 is a reliable resource and properly reflects the Commission's current Vision and Mission. However, First 5 Staff recommends a few revisions to the plan:</p> <ul style="list-style-type: none">• Information contained in pages 4, 5 and 6 were reformatted to include graphics instead of text.• On page 9, added a quote addressing "Systems"• On the back cover, added First 5 San Bernardino Commissioner Stacy Iverson, President & CEO, Children's Fund <p>Upon completing this Public Hearing, the Strategic Plan with included minor revisions will be posted, printed and utilized for Fiscal Year 2016-2017 and will satisfy the Commission's requirements of California Health and Safety Code Sections 130100 -130155 and Revenue and Taxation Code Section 30131 for this period.</p>
Review	Sophie Akins, Commission Counsel

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



**AGENDA ITEM 3
JUNE 1, 2016**

Subject	Budget for Fiscal Year 2016-2017 and Long-Range Financial Plan
Recommendations	Approve Budget for Fiscal Year 2016-2017 and updates to the Long-Range Financial Plan. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)
Financial Impact	Anticipated revenue of \$22,516,201 and allocations of \$27,822,894 for Fiscal Year 2016-2017.
Background Information	<p>In accordance with the California Children and Families Act of 1998 and County Code 12.296, the Children and Families Commission for San Bernardino County, also known as First 5 San Bernardino (F5SB), is required to adopt a budget on an annual basis in support of its strategic plan.</p> <p>Under the guidance of the Commission, and in collaboration with the community and agencies that serve children and their families, F5SB promotes supports and enhances the early development of children prenatal to age five. The proposed budget serves as the financial plan for the upcoming program year.</p> <p>Under the Strategic Plan, investment areas are defined as Strategic Priority Areas (SPA's) and funding goals will be directed to each SPA:</p> <ul style="list-style-type: none">• SPA 1: <u>Children and Families</u> Goals: (1) Child Health, (2) Early Learning and (3) Family Support• SPA 2: <u>Systems and Network</u> Goals: (1) Leadership as a Convener and Partner, (2) Capacity Building <p>The budget supporting Program Services in the amount of \$1,283,217 will continue to enhance participant services and reporting. Resources have been allocated for the integration of the supporting database, as well as technical assistance, evaluation, training and other resources for contracted service providers.</p> <p>Community Engagement Support promotes outreach, community education and media support. Resources have been allocated for marketing items, educational materials, media campaign, training and other resources for community events. An investment of \$475,651 for Community Engagement Support is included in the budget.</p> <p>The amount allocated for the support of Program Services and Community Engagement is 4.57% of the total budget.</p> <p>Operations under the category administrative support services are needed to oversee the overall programs and operational expenses. A budget of \$2,317,971 in this category amounts to 9.10% of the total budget.</p> <p>In addition, First 5 San Bernardino has partnered with key stakeholders to implement a Quality Rating and Improvement System (QRIS) in San Bernardino County. F5SB has been awarded \$1,937,108 in grants for Fiscal Year 2016-2017 from the California Department of Education and First 5 California to help carry out this work. The total budget under the QRIS category is \$3,442,659 for Fiscal Year 2016-2017.</p>

Pending Commission approval, the proposed budget for Fiscal Year 2016–2017 with expenditures in the amount of \$27,822,894 and anticipated revenue in the amount of \$22,516,201 will be in effect July 1, 2016.

Lastly, the proposed and legislatively mandated long range financial plan has been updated to reflect revised amounts. This plan is to be adopted and utilized as a long-term guide to allow Commissioners to determine what type of funds are available to support sustainable levels of multi-year contracts as well as ongoing annual community investments. A fund balance in the amount of \$22M has been set aside in this year’s budget and a policy will be established and approved by the Commission to determine in which circumstances the money can be used.

Review

Sophie Akins, Commission Counsel

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



**AGENDA ITEM 4
JUNE 1, 2016**

Subject	Contract for Auditing Services
Recommendations	Approve Contract IC029 with Vavrinek, Trine, Day & Co., LLP in the amount of \$63,360 for Fiscal Years 2017-2019 to conduct and prepare an annual audit and report of First 5 San Bernardino's (F5SB) financial statements. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)
Financial Impact	\$63,360 for Fiscal Years 2016-2017 through 2018-2019.
Background Information	<p>On January 6, 2016, the Commission approved release of the Request for Qualifications 16-01 (RFQ 16-01). This competitive procurement sought a qualified group or individual hereinafter referred to as "Consultant(s)" or "Contractor(s)" to conduct and prepare an Annual Audit and Report and render an opinion of the Commission's financial statements. The qualified group or individual with prior experience working with a First 5 Commission was preferred.</p> <p>F5SB posted RFQ 16-01 on the F5SB website and the First 5 California Association website, as well as with the San Bernardino County Grants Office, and by email to an established F5SB mailing list of auditors.</p> <p>Deadline for submission of proposals was 4:00 p.m. on March 18, 2016. Four proposals were received, reviewed, and were successful in the administrative process and proceeded to the due diligence process. Vavrinek, Trine, Day & Co., LLP emerged as the most qualified to perform auditing services for F5SB.</p> <p>Pending Commission approval, this contract in the amount of \$63,360 is for a period of three (3) years beginning July 1, 2016 and ending June 30, 2019 and will cover three (3) annual audits which are completed in October of each fiscal year.</p>
Review	Sophie Akins, Commission Counsel

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

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

<i>FOR COMMISSION USE ONLY</i>						
<input checked="" type="checkbox"/> New	Vendor Code VAVRINE289		SC	Dept. 903	A	Contract Number IC029
<input type="checkbox"/> Change						
<input type="checkbox"/> Cancel						
Organization Children and Families Commission			Dept. 903	Orgn. PROG	Contractor's License No. California CPA License No. 2376	
Commission Representative Cindy Faulkner, Operations Manager			Telephone 909-386-7706		Total Contract Amount \$63,360	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code 95200		Contract Start Date July 1, 2016		Contract End Date October 31, 2018		Original Amount Amendment Amount
Fund RRC	Dept. 903	Organization ADMI	Appr. 200	Obj/Rev Source 2405	GRC/PROJ/JOB No.	Amount 20,900
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use Annual Audit and Report			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY Amount I/D
			16-17	20,900	---	---
			17-18	20,900	---	---
			18-19	21,560	---	---

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

Legal Name (hereinafter called the Contractor)

Vavrinek, Trine, Day & Company, LLP

Department/Division

Address

8270 Aspen Avenue

Rancho Cucamonga, CA 91730

Phone

(909) 466-4410

Federal ID No.

95-264-8289

Program Address (if different from legal address):

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

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

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

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

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

I. TERM OF CONTRACT

The term of this Contract award shall be from July 1, 2016, through either October 31, 2018, or the completion of audit services for Fiscal Year 2017-18, whichever comes later.

II. SCOPE OF WORK AND DUE DATES

1. The services to be provided and the results for which the Contractor is responsible pursuant to this Contract are identified in Attachment A.
2. The Contractor will prepare and submit and the following:

a. Annual Audit and Report

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

b. Reports

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

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

- Status of Prior Audit Findings.

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

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

c. Consent

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

d. Training

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

3. Audit Schedule

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

4. Work Product

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

5. Project Considerations

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

III. COMMISSION ASSISTANCE AND COOPERATION

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

IV. COMPENSATION

1. As total compensation for all services to be performed by Contractor under this contract, Commission shall pay Contractor an amount not to exceed \$20,900 for the audits and reviews for fiscal year ending June 30, 2016; \$20,900 for the audits and reviews for fiscal year ending June 30, 2017; and \$21,560 for the audits and reviews for fiscal year ending June 30, 2018. Partial

payment is authorized on the basis of monthly progress billing. However, no more than 90% of each fiscal year's fee shall be paid before receipt of the final audit reports for such fiscal year.

Summary of Fees

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

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

V. GENERAL AGREEMENT TERMS

A. GENERAL

1. Representation of the Commission

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

2. CONTRACTOR'S Primary Contact

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

3. Change of Address

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

4. Subcontracting

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

5. Contract Assignability

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

6. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers or provisions of the Contract shall be valid only when reduced to writing, duly signed and attached to the original Contract and approved by the required persons.

7. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and Attorneys' fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and Attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part V, Section B., Indemnification.

8. Venue

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, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

9. Licenses and Permits

Contractor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations to conduct the service agreed upon in the section titled, II. Scope of Work and Due Dates. The Contractor shall maintain these licenses and permits in effect for the duration of this Agreement. Contractor will notify the Commission immediately of loss or suspension on any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

10. Notification

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

11. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors 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 the event that the Commission determines that a conflict of interest exists, any increase in cost associated with the conflict of interest will be disallowed by the Commission and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

12. Improper Consideration

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

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

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

13. Employment of Former Commission Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the Contractor's business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, any employee in the

Exempt Group, Management Unit or Safety Management Unit, or a member of the Board of Supervisors.

14. Inaccuracies or Misrepresentations

If in the administration of this Contract, the Commission determines that Contractor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the Commission during the RFP process; the Contract may be immediately terminated.

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

15. Recycled Paper Products

The Commission has adopted the County policy of recycled product purchasing standards (Procurement of Recycled Products 11-10SP), which requires Vendors 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 Vendors to use both sides of paper sheets for reports submitted to the Commission whenever practical.

16. Invoices

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

17. Ownership of Documents

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

18. Release of Information

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

19. Disclosure of Criminal and Civil Proceedings

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

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

describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

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

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

20. Legality and Severability

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

21. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. Contractor shall assume full responsibility for all Federal, State and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Contractor and Vendor's employees and agents engaged in the performance of this Contract.

22. Nondiscrimination

Contractor will not discriminate against any employer or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin, employment upgrading, demotion, or transfer, recruitment, advertising, layoff or termination; rates of pay including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

23. Electronic Funds Transfer

The County of San Bernardino Auditor/Controller-Recorder office prefers direct deposit for Contractor payments. Instead of creating a paper check the County will and with the Vendor's approval, directly deposit funds to Contractor's checking account via electronic funds transfers (EFT). Details and forms regarding EFT payments will be provided upon execution of this Contract

24. Termination of Convenience

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

B. Basic Indemnification and Insurance Requirements

- 1. Indemnification** – The Contractor agrees to indemnify, defend and hold harmless the County 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 County 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 indemnities. The Vendor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

County hereby agrees to indemnify and hold harmless Contractor from any and all claims, including defense costs, whether resulting from court action or otherwise, arising out of the sole intentional or negligent acts or omissions of the County and its officers, agents or employees in the performance of this agreement.

2. **Additional Insured** – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and their 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 County to vicarious liability but shall allow coverage for the County 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 County, its officers, employees, agents, volunteers, Contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Vendor'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 County.
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 County.
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 County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractor shall immediately furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, 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 County 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- VI".
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 County 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 County will be

promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

10. Insurance Review – Insurance requirements are subject to periodic review by the County. 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 County. 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 County, inflation, or any other item reasonably related to the County'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 County 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 County.

C. Insurance Specifications

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:

1. 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 County that is 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 County'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.

2. 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:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Contractual liability.
- (e) \$2,000,000 general aggregate limit.

- 3. 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.

- 4. 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.

- 5. Professional Services Requirements** – In addition to the Basic Requirements/Specifications for all Contracts, professional service Contracts shall include the following additional requirements:

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.

D. Right to Monitor and Audit

1. Right to Monitor

The County and the State of California shall have absolute right to review 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 in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this contract and comply with any and all reporting requirements established by the County.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three (3) years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

VI. ENTIRE AGREEMENT

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

VII. CONCLUSION

- A. This Contract, consisting of 11 pages and Attachments A - 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 - B are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

VAVRINEK, TRINE, DAY & COMPANY, LLP

Legal Entity

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Printed Name

Title

Dated

Official Stamp

<p>Reviewed for Processing</p> <p>▶ _____ Cindy Faulkner Operations Manager</p> <p>_____ Date</p>	<p>Approved as to Legal Form</p> <p>▶ _____ Sophie Akins Commission Counsel</p> <p>_____ Date</p>	<p>Presented to Commission for Signature</p> <p>▶ _____ Karen E. Scott Executive Director</p> <p>_____ Date</p>
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Section 2 – Description of Services

A. Complete Work Plan/Project Description

Overview of the Audits

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

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

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

B. Our Proposed Audit Approach/Plan

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

The key characteristics of our engagement approach are:

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

Project Management – Overall Audit

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

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

Section 2 – Description of Services

B. Our Proposed Audit Approach/Plan, (Continued)

Stage 1, Planning

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

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

Stage 2, Risk Assessment

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

Stage 3, Preparation of the Overall Audit Plan

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

Stage 4, the Interim Audit

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

1. Defining the Commission's objectives and strategies and related business risks.
2. Obtaining an understanding of the Commission's internal control environment (tone at the top):
 - Communication and enforcement of integrity and ethical values
 - Commitment to competence
 - Participation of those charged with governance
 - Management's philosophy and operation style
 - Organizational structure
 - Assignment of authority and responsibility
 - Human resource policies and practices
3. Reviewing the Commission's risk assessment process.
4. Understanding the internal control communication process.
5. Understanding the internal control monitoring process.
6. Testing compliance with the *Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act*, issued by the California State Controller's Office.

Section 2 – Description of Services

B. Our Proposed Audit Approach/Plan, (Continued)

Stage 5, the Final Audit

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

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

Stage 6, the Reporting Phase

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

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

Communication

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

Management letters

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

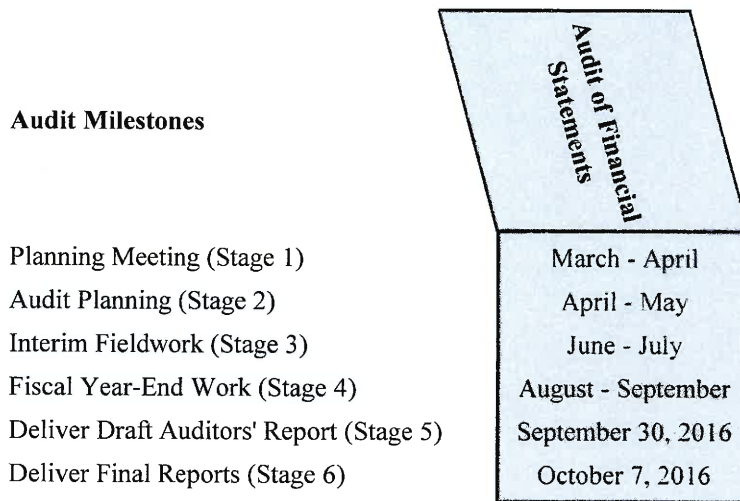
We will meet with management to discuss these comments prior to finalizing the letter to ensure that our management letter will contain no surprises. The purpose of our management comments is to direct your attention to:

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

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

Section 2 – Description of Services

C. Work Timeline



D. Subcontractors

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

E. Sample Invoice

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

F. License to Practice in California

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

G. Independence

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

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

H. Descriptions of work performed for other First 5 Commissions

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

Section 3 – Cost Proposal

Summary Costs	<u>FY15/16</u>	<u>FY16/17</u>	<u>FY17/18</u>
CAFR	\$ 20,900	\$ 20,900	\$ 21,560

FY15/16			
Staff Level (List Staff Involved)	Standard Hourly	Estimated Hours	Proposed Fees
Partner	205	12	\$ 2,460
Manager	185	16	2,960
Supervisor	165	40	6,600
Senior	135	80	10,800
Staff	85	80	6,800
Paraprofessional	70	4	280
Subtotal		232	\$ 29,900
Less Professional Discount			\$ (9,000)
Total Costs Not to Exceed Maximum Fees			<u>\$ 20,900</u>

FY16/17			
Staff Level (List Staff Involved)	Standard Hourly	Estimated Hours	Proposed Fees
Partner	205	12	\$ 2,460
Manager	185	16	2,960
Supervisor	165	40	6,600
Senior	135	80	10,800
Staff	85	80	6,800
Paraprofessional	70	4	280
Subtotal		232	\$ 29,900
Less Professional Discount			\$ (9,000)
Total Costs Not to Exceed Maximum Fees			<u>\$ 20,900</u>

FY17/18			
Staff Level (List Staff Involved)	Standard Hourly	Estimated Hours	Proposed Fees
Partner	210	12	\$ 2,520
Manager	190	16	3,040
Supervisor	170	40	6,800
Senior	140	80	11,200
Staff	90	80	7,200
Paraprofessional	75	4	300
Subtotal		232	\$ 31,060
Less Professional Discount			\$ (9,500)
Total Costs Not to Exceed Maximum Fees			<u>\$ 21,560</u>



**AGENDA ITEM 5
JUNE 1, 2016**

Subject	Consultant Services with VIVA Strategy + Communications
Recommendations	Approve Contract IC030 with VIVA Strategy + Communications for strategic consultation services to support implementation of the County's Quality Rating Improvement System (QRIS) in the amount of \$257,705 for Fiscal Year 2016-2017, \$244,665 for Fiscal Year 2017-2018 and \$242,290 for Fiscal Year 2018-2019 for a cumulative total of \$744,660 for Fiscal Years 2016-2019. (Presenter: Chrystina Smith-Rasshan, Staff Analyst II, 252-4267)
Financial Impact	\$744,660 for Fiscal Years 2016-2019.
Background Information	<p>In April of 2015, First 5 San Bernardino (F5SB) contracted with VIVA Strategy + Communications to help facilitate the creation of a Quality Rating Improvement System (QRIS) strategic plan for San Bernardino County. VIVA Strategy + Communications (VIVA) specializes in large-scale collective impact projects that improve the lives of children, families, and communities. There is no other firm that has the breadth of work and experience and is engaged to this extent than VIVA in the area of QRIS design and implementation in the State of California.</p> <p>Over the past year, VIVA Strategy + Communications has provided strategic consultation and facilitation services through a planning process that has resulted in the development of a Vision, Mission and Goals, Governance and Operations Structure, a QRIS Strategic Plan as well as multiple communications deliverables.</p> <p>When F5SB first developed and entered into the contract with VIVA, the potential for leadership and support from the First 5 Commission within this collaborative consortium was not fully apparent.</p> <p>On behalf of San Bernardino County children, F5SB responded to the IMPACT (Improve and Maximize Programs so All Children Thrive) grant opportunity released by First 5 California. As a result, SB County was approved to receive more than \$5 million over 5 years to support QRIS work.</p> <p>As F5SB worked through that grant application and further defined with the Consortium, the roles and responsibilities in the governance and operations of a QRIS, it became very clear that F5SB was the appropriate body to apply and serve as the Lead Agency for IMPACT funding. IMPACT serves as a foundation and funding resource for the Countywide QRIS and F5SB is also positioned to work with the Consortium members and lead the efforts for coordinating blended resources and implementing QRIS over at least the next two to three years.</p> <p>VIVA Strategy + Communications has successfully provided the deliverables and met the objectives within their contract work plan for Fiscal Year 2015-2016 including development and guidance of an operational model for an effective QRIS that aligns with California's QRIS Matrix and implementation guideline. They have led us through the formulation of a Strategic Plan and ensured that the SB County QRIS Consortium is well prepared and positioned to apply for immediate future funding opportunities such as the CA Infant Toddler Grant and QRIS Block Grant. Their contracted consultant hours have been monitored and verified as expended for Strategic Planning Sessions, travel and "in-person" meetings, telephone</p>

consultation, document development, etc.

To support F5SB's expanded leadership role for IMPACT and QRIS implementation, we have articulated the need and recommend additional services of VIVA Strategy + Communications. In order now to maintain the support needed to complete development and implementation of IMPACT/QRIS, F5SB requests approval to continue to implement the QRIS Strategic Plan and contract with VIVA Strategy + Communications for Fiscal Year 2016-2019.

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

- Objective 1.2:** *Have a long-term operational structure in place for the QRIS that is aligned with the K-12 educational system by July 2017*
- Objective 1.3:** *Engage & inform stakeholders to secure resources to support the design, launch and ongoing operations of the QRIS*
- Objective 2.1:** *Increase awareness of the QRIS among early childhood educators across the county*
- Objective 2.3:** *Increase the coordination of education, training and professional development resources to support quality improvement among QRIS participants*
- Objective 3.2:** *Develop an action plan with goals and action steps for increasing the alignment between high quality entities serving children ages 0 to 5 and the TK-12 system with at least one school district in each region of the county (for QRIS participants in their district) by June 2018*
- Objective 4.2:** *Develop a community advocacy and education agenda to inform key audiences and establish specific calls to action for their contribution to achieving the vision of the system*
- Objective 4.3:** *Develop a messaging campaign to increase the public's awareness of the importance of high quality early learning and to increase parents' knowledge of what to look for in early care and education settings*
- Objective 4.4:** *Build a core group of at least 3 or more visible community champions for high quality early education in each region by September 2016*
- Objective 5.3:** *Develop and implement a consistent communications strategy to share the impact and the results of the investment in quality*

IMPACT and QRIS has brought a unique opportunity to F5SB in support of early learning for our youngest children and the providers of those services, as we serve as the incubator and leader of the planning process. The Commission's investment aligns with the Strategic Priority Area 2 - Systems and Networks, where the goal is Leadership as a Convener and Partner and the objectives are that systems and services effectively support and engage children, families and communities and that families, providers and stakeholders collaborate effectively to improve the well-being of the child.

Review

Sophie Akins, Commission Counsel

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

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

<i>FOR COMMISSION USE ONLY</i>						
<input checked="" type="checkbox"/> New	Vendor Code VIVASTR456		SC	Dept. 903	A	Contract Number IC030
<input type="checkbox"/> Change						
<input type="checkbox"/> Cancel						
Organization Children and Families Commission			Dept. 903	Orgn. PROG	Contractor's License No.	
Commission Representative Cindy Faulkner, Operations Manager			Telephone 909-386-7706		Total Contract Amount \$744,660	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code 95200		Contract Start Date July 1, 2016		Contract End Date June 30, 2019		Original Amount \$744,660
Fund RRC	Dept. 903	Organization IMPT	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No. SNLCPY17	Amount \$257,705
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use San Bernardino County QRIS Strategic & Communications Consultation			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY
			16-17	257,705		
			17-18	244,665		
			18-19	242,290		

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

Legal Name (hereinafter called the Contractor)

VIVA Strategy and Communications, LLC

Department/Division

Address

1580 Laurel Street, Suite A

San Carlos, CA 94070

Phone

(640) 832-1205

Federal ID No.

45-2617456

Program Address (if different from legal address):

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

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

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

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

I. CONTRACTOR'S SERVICE RESPONSIBILITIES 3

II. CONTRACTOR'S GENERAL RESPONSIBILITIES 3

III. COMMISSION RESPONSIBILITIES 10

IV. FISCAL PROVISIONS 10

V. RIGHT TO MONITOR AND AUDIT 12

VI. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION..... 13

VII. TERM 14

VIII. GENERAL PROVISIONS 14

IX. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS..... 15

X. IMPROPER CONSIDERATION..... 15

XI. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS..... 15

XII. CONCLUSION 17

PROJECT SCOPE OF WORK Attachment A

PROJECT BUDGET Attachment B

I. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall deliver services for the San Bernardino Quality Rating and Improvement System (QRIS) & Communications Consultation as 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. Lead staff are identified as Nicole Tanner (Managing Partner) and Karina Rivera (Associate Consultant and Project Lead) and other key staff 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 the QRIS project in the planning, implementation and communications process.
- D. Contractor agrees to attend and participate in all meetings relative to the QRIS 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.

II. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Performance

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

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

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

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

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

O. 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.

P. Indemnification and Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

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

or

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

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

Q. Licenses and Permits

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

R. Health and Safety

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

S. 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.

T. Americans with Disabilities Act

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

U. Attorney's Fees

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

V. 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.

W. Attribution

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

X. 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.

Y. Reports

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

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

- Program Reports

1. Contractor shall submit internal reports as needed of lessons learned including: recommendations for follow-up with agencies, on outline of next steps, and evaluation of the success of the QRIS project, unless otherwise requested by the Commission.

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Z. Debarment, Suspension, and Other Responsibility Matters

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

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

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

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

AA. Recycled Paper Products

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

III. COMMISSION RESPONSIBILITIES

- A. Monitor and evaluate the performance of Contractor in meeting the terms of the Contract and the quality and effectiveness of services provided, based on criteria determined by the Commission, as delineated in this Contract.
- B. Compensate Contractor for approved expenses in accordance with Section IV of this Contract.
- C. Commission shall specify all reports and deliverables required from the Contractor.
- D. Commission shall provide technical assistance as deemed necessary.
- E. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within fifteen (15) days of the Contract approval date.

IV. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$744,660 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2016-17	<u>\$257,705</u>	July 1, 2016 through June 30, 2017
Fiscal Year 2017-18	<u>\$244,665</u>	July 1, 2017 through June 30, 2018
Fiscal Year 2018-19	<u>\$242,290</u>	July 1, 2018 through June 30, 2019

Initial Here

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 and monthly report submissions.

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

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

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

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

C. EFT Payments

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

D. Allowable Costs

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

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

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

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

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

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E. Supplanting of Funds

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

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

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

H. Budget Line Item Variance

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

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

I. Procurement

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

J. Fixed Assets

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

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

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

K. 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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V. RIGHT TO MONITOR AND AUDIT

a. Right to Monitor and Audit

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

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

b. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the Commission, and State representatives for a period

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

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

c. Assistance by Contractor

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

d. Recovery of Investigation and Audit Costs

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

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

VI. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

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

B. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.

C. The Executive Director of the Commission is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

VII. TERM

- A. This Contract is effective commencing July 1, 2016 and expires June 30, 2019, but may be terminated earlier in accordance with provisions of paragraph below or Section VI of this Contract. _____
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- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for one (1) additional one (1)-year period by mutual agreement of the parties.
- D. Continuation of this Contract for each fiscal year after June 30, 2017 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.

VIII. GENERAL PROVISIONS

A. Notices

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

Contractor: VIVA Strategy and Communications, LLC
1580 Laurel Street, Suite A
San Carlos, CA 94070

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

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- D. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties in an amendment to this Contract.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right. _____
Initial Here
- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
- G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive

jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

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

IX. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

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

B. Civil Rights Compliance

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

X. IMPROPER CONSIDERATION

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

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

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

XI. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

The Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been

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

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

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

continued on next page

XII. CONCLUSION

- A. This Contract, consisting of 17 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

VIVA Strategy and Communications, LLC

Legal Entity

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Nicole O. Tanner
Printed Name

Managing Partner
Title

Dated

Official Stamp

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

VIVA Strategy + Communications has supported the design of San Bernardino County's Quality Rating and Improvement System (QRIS) since December 2014, including providing strategic consultation and facilitation for the development of San Bernardino County's QRIS Strategic Plan 2016-2018.

Project Desired Outcomes

The proposed desired outcomes of this engagement include:

1. First 5 is an effective steward and convener of QRIS funds & partners.
2. QRIS infrastructure for San Bernardino County is established and maintained.
3. The QRIS partners have guidance to develop QRIS communications infrastructure.
4. Strengthened community relationships.

Project Description

The following is a proposal to support the successful implementation of San Bernardino County's QRIS Strategic Plan over a 3-year period from June 2016 through July 2018. Through the QRIS strategic planning process, goals and objectives were established for the design and launch of San Bernardino County's QRIS. VIVA proposes to provide continued strategic consultation to First 5 San Bernardino and its partners to support the successful achievement of the following objectives in its QRIS Strategic Plan listed below.

San Bernardino County QRIS Strategic Plan 2016-2018 Objectives Proposed for VIVA Support

Objective 1.2: *Have a long-term operational structure in place for the QRIS that is aligned with the K-12 educational system by July 2017.*

Objective 1.3: *Engage and inform stakeholders to secure resources to support the design, launch, and ongoing operations of the QRIS.*

Objective 2.1: *Increase awareness of the QRIS among early childhood educators across the county.*

Objective 2.3: *Increase the coordination of education, training, and professional development resources to support quality improvement among QRIS participants.*

Objective 3.1: *Develop and implement communications strategies to inform educational leaders, business leaders, and policy makers of the importance of high quality early education programs and the link to positive educational, economic, and social outcomes.*

Objective 3.2: *Develop an action plan with goals and action steps for increasing the alignment between high quality entities serving children 0-5 and the TK-12 system with at least one school district in each region of the county (for QRIS participants in their district) by June 2018.*

Objective 4.2: *Develop a community advocacy and education agenda to inform key audience and establish specific calls to action for their contribution to achieving the vision of the system.*

Objective 4.4: *Build a core group of at least 3 or more visible community champions for high quality early education in each region by September 2016.*

Approach

VIVA will provide the following QRIS implementation and communications support detailed below, organized by QRIS Strategic Plan Objective and fiscal year.

Approach for FY 2016-2017	
Objective(s)	Services VIVA will provide
<p>Operational Infrastructure: Objective 1.2</p>	<ul style="list-style-type: none"> ● First 5 QRIS Team Consultation & Facilitation <ul style="list-style-type: none"> ○ Up to 4 in-person retreats ○ Supplemental conference calls ○ Pre & post-meetings linked to Key Decision Maker Meetings ● Key Decision Maker Facilitation <ul style="list-style-type: none"> ○ Up to 3 in-person meetings ○ Supplemental conference calls ● Consortium Facilitation <ul style="list-style-type: none"> ○ Up to 3 Consortium Meetings ○ Supplemental communications materials ● QRIS Implementation Collaborative Facilitation & Consultation: <ul style="list-style-type: none"> ○ Up to 2 in-person meetings ● QRIS Implementation Team Training <ul style="list-style-type: none"> ○ Up to 2 in-person trainings. Topics to be determined by Key Decision Makers ○ Supplemental conference calls ● Workgroup Chair Call Facilitation & Consultation <ul style="list-style-type: none"> ○ Up to 4 workgroup chair calls
<p>Financing and Sustainability: Objective 1.3</p>	<ul style="list-style-type: none"> ● Develop an approach for planning and completion of the CSPP Block Grant <ul style="list-style-type: none"> ○ Up to 3 Planning Calls ○ Note: This does not include content development ● Update cost scenario consistent with the ongoing operational structure and provide recommendations for implementation refinements and efficiencies <ul style="list-style-type: none"> ○ Up to 2 conference calls
<p>K-12 Alignment: Objective 3.2</p>	<ul style="list-style-type: none"> ● Provide consultation to inform an approach to K-12 alignment, this may include: <ul style="list-style-type: none"> ○ Phone consultation to K-12 Alignment Workgroup Chair ○ Phone consultation to Operational Partners related to their efforts for K-12 alignment ○ 1-2 in-person planning meetings

Approach for FY 2016-2017	
Objective(s)	Services VIVA will provide
Communications: Objective 2.1, 3.1, 4.3, 4.4,	<ul style="list-style-type: none"> ● Provide strategic consultation to ensure successful implementation of the QRIS Communications plan including: <ul style="list-style-type: none"> ○ Designing and facilitating up to 3 in-person communications workgroup meetings ○ Designing and facilitating communications planning discussions with the operational partners and/or Key Decision Makers within scheduled meetings ○ Facilitating up to 4 communications workgroup conference calls ○ Participating in (12) monthly calls with designated operational lead communications staff ○ Providing review and comment on communications deliverables including events, collaterals, website

FY July 2017- June 2018

Approach for June 2017-2018	
Objective(s)	Proposed Services
Operational Infrastructure: Objective 1.2	<ul style="list-style-type: none"> ● First 5 QRIS Team Consultation & Facilitation <ul style="list-style-type: none"> ○ Up to 3 in-person retreats ○ Supplemental conference calls ○ Pre & post-meetings linked to Key Decision Maker Meetings ● Key Decision Maker Facilitation <ul style="list-style-type: none"> ○ Up to 3 in-person meetings ○ Supplemental conference calls ● QRIS Implementation Collaborative Facilitation & Consultation: <ul style="list-style-type: none"> ○ Up to 2 in-person meetings ● Workgroup Chair Call Facilitation & Consultation <ul style="list-style-type: none"> ○ Up to 4 workgroup chair calls
Financing and Sustainability: Objective 1.3	<ul style="list-style-type: none"> ● Develop an approach for planning and completion of one new funding opportunity, as needed <ul style="list-style-type: none"> ○ Up to 3 planning calls ○ Note: This does not include content development ● Update cost scenario consistent with the ongoing operational structure and provide recommendations for implementation refinements and efficiencies <ul style="list-style-type: none"> ○ Up to 2 Conference Calls

Approach for June 2017-2018	
Objective(s)	Proposed Services
Integration of Comprehensive Services: Objective 3.3	<ul style="list-style-type: none"> ● Provide consultation to inform an approach to establishing at least one comprehensive services partnership. This may include: <ul style="list-style-type: none"> ○ Phone consultation to Operational Partners related to their efforts in establishing comprehensive services partnerships ● Facilitation of 1 comprehensive services convening for local agency heads ● Facilitation of 1 follow-up meeting with interested partners to determine next steps ● Supplemental planning calls
Communications: Objective 2.1, 3.1, 4.3, 4.4, 5.3	<ul style="list-style-type: none"> ● Provide strategic consultation to ensure successful implementation of the QRIS Communications plan including: <ul style="list-style-type: none"> ○ Designing and facilitating up to 3 in-person communications planning meetings ○ Designing and facilitating communications planning discussions with the operational partners and/or Key Decision Makers within scheduled meetings ○ Participating in 12 calls with designated operational lead communications staff ○ Providing review and comment on communications deliverables including events, collaterals, website

Proposal FY July 2018- June 2019

Approach for June 2018-2019	
Objective(s)	Proposed Services
Operational Infrastructure: Objective 1.2	<ul style="list-style-type: none"> ● First 5 QRIS Team Consultation & Facilitation <ul style="list-style-type: none"> ○ Up to 2 in-person retreats ○ Supplemental conference calls ○ Pre & post-meetings linked to Key Decision Maker Meetings ● Key Decision Maker Facilitation <ul style="list-style-type: none"> ○ Up to 3 in-person meetings ○ Supplemental conference calls ● QRIS Implementation Collaborative Facilitation & Consultation <ul style="list-style-type: none"> ○ Up to 2 in-person meetings

Approach for June 2018-2019

Objective(s)	Proposed Services
<p>Financing and Sustainability: Objective 1.3</p>	<ul style="list-style-type: none"> ● Develop an approach for planning and completion of one new funding opportunity, as needed <ul style="list-style-type: none"> ○ Up to 3 planning calls ○ Note: This does not include content development ● Develop a Sustainability Plan for maintenance and expansion of the local QRIS <ul style="list-style-type: none"> ○ Update cost scenario consistent with the ongoing operational structure ○ Up to 3 meetings to inform the development of QRIS models and 2 additional cost scenarios ● Sustainability Work Group Facilitation <ul style="list-style-type: none"> ○ Up to 2 meetings to prepare for the implementation of the QRIS Sustainability Plan ● Phone Consultation for Sustainability Plan Implementation
<p>Communications: Objective 2.1, 3.1, 4.3, 4.4, 5.3</p>	<ul style="list-style-type: none"> ● Communications consultation to be determined based on communications needs and priorities may include: <ul style="list-style-type: none"> ○ Participating in and/or facilitating communications planning sessions and calls, review and comment on deliverables, and contributing to assessing the success of the implementation of the QRIS communication plan.

About VIVA Strategy + Communications

VIVA Strategy + Communications (VIVA) is a women-owned strategy consulting firm specializing in large-scale collective impact projects that improve the lives of children, families, and communities. VIVA provides innovative, results-focused strategy, powerful coalition building, and smart communications services to public, non-profit, and philanthropic organizations. VIVA is led by Managing Partners, Christina Bath Collosi, M.A., and Nicole O. Tanner, Ph.D., bringing over 35 years combined experience facilitating data-driven strategic planning and organizational and system change efforts.

Years of community planning and facilitation experience enable our team to help clients clarify their vision, articulate priorities, and gain transformative outcomes. VIVA's staff comes from a variety of research, policy, education, and management backgrounds. All are mission-driven and have previous work experience in non-profit and/or public agencies serving children, youth, families, and communities. Almost half of VIVA's staff is bilingual English/Spanish including both our strategy and communications consultants. The team also includes an in-house graphic recorder to visually portray complex systems and concepts.

VIVA's QRIS consulting team has cultivated a unique expertise in QRIS and built capacity to design a coordinated and integrated system for quality early learning. VIVA has worked extensively with counties across the state to design and support the implementation of county and regional QRISs. To date, we have provided strategic design and communications support in 10 of the 17 Race to the Top Consortia (RTT) over the past four years. VIVA's QRIS clients include Orange, Santa Barbara, Alameda, San Mateo, Santa Clara, San Bernardino, Riverside, Los Angeles, Monterey and Fresno counties. In addition, VIVA has provided strategic consultation and project management support to the Bay Area Regional QRIS Partnership since 2012, which included San Francisco, Alameda, Contra Costa, Santa Clara, Santa Cruz, and San Mateo Counties. As part of this work, VIVA staff have attended every California Department of Education Early Education and Support Division (CDE-EESD) Consortia meeting for RTT since inception and have in-depth understanding of California's QRIS. VIVA facilitated the initial design of San Bernardino County's QRIS, which included establishing a local Consortium and governance structure, providing training on the rating structure, supporting fund development efforts for the system and developing communications strategies for the QRIS.

Project Team

Nicole O. Tanner, Ph.D., Managing Partner, brings more than 20 years of experience focused on early childhood initiatives and has worked with First 5 Commissions and their partners across California since 1999. She has led numerous strategic planning, initiative design and communications projects at the local, regional and statewide level. She has been actively involved with the design of local and regional QRISs in California through the Race to the Top Early Learning Challenge Grant process since its inception in 2012 including leading projects in Orange, Santa Barbara, San Bernardino, Monterey and Santa Clara Counties. Nicole has a doctorate in Educational Leadership & Organizations from the University of California, Santa Barbara, with a focus on leadership in community partnerships for children.

Karina Rivera, Senior Associate Consultant, brings significant QRIS design and implementation knowledge. Since 2012, Karina has primarily focused on Quality Rating and Improvement Systems, working with over seven Race to the Top counties in California to provide a range of strategic support including onboarding mentor counties, project management, capacity building, and sustainability planning. Karina has served as the lead project manager for the Bay Area QRIS Regional Partnership, providing consultation and facilitation for regional work. Prior to joining VIVA, Karina worked as an assistant teacher and an early interventionist providing Applied Behavioral Analysis (ABA) Therapy to autistic children ages three to eight. Karina has a Bachelor of Arts Degree in Psychology from the University of California, Berkeley.

Justine Hufford, Associate Consultant, has worked with 3 QRIS implementing counties to provide coordination and grant writing support. Prior to joining VIVA, Justine was as an Educational Analyst at RTI International. In this role, Justine provided research assistance on a variety of projects spanning the educational pipeline, and conducted social network analyses to provide a better understanding of the educational landscape. Justine graduated cum laude from the University of California, San Diego with a Bachelor of Arts Degree in Political Science.

Laura Bowen, MA, Communications Manager, develops outcomes-focused communications and brand strategies and manages social, digital, and traditional marketing campaigns. Previously, she managed marketing and communications for a national healthcare association and worked in client services at a leading branding agency. She is also a former classroom teacher. Laura has a Master of Arts in Global Communications from the American University of Paris and a Bachelor of Arts in English and French from Lafayette College.

Annalise Stromsta, Communications Specialist, is a well-rounded communicator who utilizes strategic communications to create positive community impact for non-profit organizations and agencies. At VIVA she supports outcomes-focused social marketing campaigns and strategic communications initiatives, along with providing bilingual facilitation to advance collective impact projects. Annalise also has experience in brand management, marketing, event planning, and project coordination and administration. She has a Bachelor of Arts in International Relations from Michigan State University and is fluent in Spanish.

Saeed Mirtaffah, Consultant, has extensive experience in the design of early childhood development systems. He is a former early care and education program director, and previously worked with the California Child Care Resource Referral Network, First 5 San Mateo, First 5 Santa Clara County, and the Mimi and Peter Haas Foundation where he designed and implemented grant-making strategies for the foundation and mapped the early childhood system in San Francisco leading to the creation of the Office of ECE under Mayor Gavin Newsom.

Budget FY 2016-2017

Strategic Consultation & Facilitation

Position	Hourly Rate	Hours	Cost
Managing Partner: Will serve as the project lead and provide in-person consultation and facilitation on the development of the operational structure for the QRIS, First 5 capacity building and strategic communications.	185	489	\$90,465
Associate Consultant: Will serve as the project manager and will attend First 5 Retreats, KDM Meetings, and Consortium Meetings.	105	403	\$42,315
Senior Associate Consultant: Will serve as the lead for QRIS technical assistance, QRIS infrastructure support, and cost scenario development.	125	226	\$28,250
Consultant: Will provide remote consultation for First 5 retreats and KDM meetings.	150	55	\$8,250
Communications Manager: Will provide strategic communications consultation, design and facilitate communications planning sessions and calls and review and comment on materials	150	300	\$45,000
Communications Specialist: Will provide graphic design for meetings, strategic communications consultation, and review and comment on communications materials	125	180	\$22,500
Travel: Flight, hotel, rental car, parking, per diem (\$15/ breakfast, \$16/lunch, \$23/dinner)		27 Trips	\$20,925
TOTAL Consultation			\$257,705

Approach for FY 2016-2017	
Objective(s)	Services VIVA will provide
<p>Operational Infrastructure: Objective 1.2</p>	<ul style="list-style-type: none"> • First 5 QRIS Team Consultation & Facilitation <ul style="list-style-type: none"> ○ Up to 4 in-person retreats ○ Supplemental conference calls ○ Pre & post-meetings linked to Key Decision Maker Meetings • Key Decision Maker Facilitation <ul style="list-style-type: none"> ○ Up to 3 in-person meetings ○ Supplemental conference calls • Consortium Facilitation <ul style="list-style-type: none"> ○ Up to 3 Consortium Meetings ○ Supplemental communications materials • QRIS Implementation Collaborative Facilitation & Consultation: <ul style="list-style-type: none"> ○ Up to 2 in-person meetings • QRIS Implementation Team Training <ul style="list-style-type: none"> ○ Up to 2 in-person trainings. Topics to be determined by Key Decision Makers ○ Supplemental conference calls • Workgroup Chair Call Facilitation & Consultation <ul style="list-style-type: none"> ○ Up to 4 workgroup chair calls
<p>Financing and Sustainability: Objective 1.3</p>	<ul style="list-style-type: none"> • Develop an approach for planning and completion of the CSPP Block Grant <ul style="list-style-type: none"> ○ Up to 3 Planning Calls ○ Note: This does not include content development • Update cost scenario consistent with the ongoing operational structure and provide recommendations for implementation refinements and efficiencies <ul style="list-style-type: none"> ○ Up to 2 conference calls
<p>K-12 Alignment: Objective 3.2</p>	<ul style="list-style-type: none"> • Provide consultation to inform an approach to K-12 alignment, this may include: <ul style="list-style-type: none"> ○ Phone consultation to K-12 Alignment Workgroup Chair ○ Phone consultation to Operational Partners related to their efforts for K-12 alignment ○ 1-2 in-person planning meetings
<p>Communications: Objective 2.1, 3.1, 4.3, 4.4</p>	<ul style="list-style-type: none"> • Provide strategic consultation to ensure successful implementation of the QRIS Communications plan including: <ul style="list-style-type: none"> ○ Designing and facilitating up to 3 in-person communications workgroup meetings ○ Designing and facilitating communications planning discussions with the operational partners and/or Key Decision Makers within scheduled meetings ○ Facilitating up to 4 communications workgroup conference calls ○ Participating in (12) monthly calls with designated operational lead communications staff ○ Providing review and comment on communications deliverables including events, collaterals, website

Budget FY 2017-2018

Strategic Consultation & Facilitation

Position	Hourly Rate	Hours	Cost
Managing Partner: Will serve as the project lead and provide in-person consultation and facilitation on the development of the operational structure for the QRIS, First 5 capacity building and strategic communications.	185	483	\$89,355
Associate Consultant: Will serve as the project manager and will attend First 5 Incubator Retreats, KDM Meetings, and Consortium Meetings.	105	422	\$44,310
Senior Associate Consultant: Will serve as the lead for QRIS technical assistance, QRIS infrastructure support, and cost scenario development.	140*	240	\$33,600
Consultant: Will provide remote consultation for First 5 retreats and KDM meetings.	150	40	\$6,000
Communications Manager: Will provide strategic communications consultation, design and facilitate communications planning sessions and calls and review and comment on materials	150	240	\$36,000
Communications Specialist: Will provide graphic design for meetings, strategic communications consultation, and review and comment on communications materials	140*	120	\$16,800
Travel: Flight, hotel, rental car, parking, per diem (\$15/ breakfast, \$16/lunch, \$23/dinner)		24 Trips	\$18,600
TOTAL Consultation			\$244,665

*Reflects an hourly rate increase from FY 16-17

Approach for June 2017-2018	
Objective(s)	Proposed Services
<p>Operational Infrastructure: Objective 1.2</p>	<ul style="list-style-type: none"> ● First 5 QRIS Team Consultation & Facilitation <ul style="list-style-type: none"> ○ Up to 3 in-person retreats ○ Supplemental conference calls ○ Pre & post-meetings linked to Key Decision Maker Meetings ● Key Decision Maker Facilitation <ul style="list-style-type: none"> ○ Up to 3 in-person meetings ○ Supplemental conference calls ● QRIS Implementation Collaborative Facilitation & Consultation: <ul style="list-style-type: none"> ○ Up to 2 in-person meetings ● Workgroup Chair Call Facilitation & Consultation <ul style="list-style-type: none"> ○ Up to 4 workgroup chair calls
<p>Financing and Sustainability: Objective 1.3</p>	<ul style="list-style-type: none"> ● Develop an approach for planning and completion of one new funding opportunity, as needed <ul style="list-style-type: none"> ○ Up to 3 planning calls ○ Note: This does not include content development ● Update cost scenario consistent with the ongoing operational structure and provide recommendations for implementation refinements and efficiencies <ul style="list-style-type: none"> ○ Up to 2 Conference Calls
<p>Integration of Comprehensive Services: Objective 3.3</p>	<ul style="list-style-type: none"> ● Provide consultation to inform an approach to establishing at least one comprehensive services partnership. This may include: <ul style="list-style-type: none"> ○ Phone consultation to Operational Partners related to their efforts in establishing comprehensive services partnerships ● Facilitation of 1 comprehensive services convening for local agency heads ● Facilitation of 1 follow-up meeting with interested partners to determine next steps ● Supplemental planning calls
<p>Communications: Objective 2.1, 3.1, 4.3, 4.4, 5.3</p>	<ul style="list-style-type: none"> ● Provide strategic consultation to ensure successful implementation of the QRIS Communications plan including: <ul style="list-style-type: none"> ○ Designing and facilitating up to 3 in-person communications planning meetings ○ Designing and facilitating communications planning discussions with the operational partners and/or Key Decision Makers within scheduled meetings ○ Participating in 12 calls with designated operational lead communications staff ○ Providing review and comment on communications deliverables including events, collaterals, website

Budget FY 2018-2019

Strategic Consultation & Facilitation

Position	Hourly Rate	Hours	Cost
Managing Partner: Will serve as the project lead and provide in-person consultation and facilitation on the development of the operational structure for the QRIS, First 5 capacity building and strategic communications.	185	444	\$82,140
Associate Consultant: Will serve as the project manager and will attend First 5 Retreats, KDM Meetings, and Consortium Meetings.	105	435	\$45,675
Senior Associate Consultant: Will serve as the lead for QRIS technical assistance, QRIS infrastructure support, and sustainability planning.	140	403	\$56,420
Consultant: Will provide remote consultation for First 5 retreats and KDM meetings.	170	34	\$5,780
Communications Manager: Will provide strategic communications consultation, design and facilitate communications planning sessions and calls and review and comment on materials	160*	120	\$19,200
Communications Specialist:	140	120	\$16,800
Travel: Flight, hotel, rental car, parking, per diem (\$15/ breakfast, \$16/lunch, \$23/dinner)		21 Trips	\$16,275
TOTAL Consultation			\$242,290

*Reflects an hourly rate increase from FY 17-18

Approach for June 2018-2019	
Objective(s)	Proposed Services
<p>Operational Infrastructure: Objective 1.2</p>	<ul style="list-style-type: none"> ● First 5 QRIS Team Consultation & Facilitation <ul style="list-style-type: none"> ○ Up to 2 in-person retreats ○ Supplemental conference calls ○ Pre & post-meetings linked to Key Decision Maker Meetings ● Key Decision Maker Facilitation <ul style="list-style-type: none"> ○ Up to 3 in-person meetings ○ Supplemental conference calls ● QRIS Implementation Collaborative Facilitation & Consultation <ul style="list-style-type: none"> ○ Up to 2 in-person meetings
<p>Financing and Sustainability: Objective 1.3</p>	<ul style="list-style-type: none"> ● Develop an approach for planning and completion of one new funding opportunity, as needed <ul style="list-style-type: none"> ○ Up to 3 planning calls ○ Note: This does not include content development ● Develop a Sustainability Plan for maintenance and expansion of the local QRIS <ul style="list-style-type: none"> ○ Update cost scenario consistent with the ongoing operational structure ○ Up to 3 meetings to inform the development of QRIS models and 2 additional cost scenarios ● Sustainability Work Group Facilitation <ul style="list-style-type: none"> ○ Up to 2 meetings to prepare for the implementation of the QRIS Sustainability Plan ● Phone Consultation for Sustainability Plan Implementation
<p>Communications: Objective 2.1, 3.1, 4.3, 4.4, 5.3</p>	<ul style="list-style-type: none"> ● Communications consultation to be determined based on communications needs and priorities may include: <ul style="list-style-type: none"> ○ Participating in and/or facilitating communications planning sessions and calls, review and comment on deliverables, and contributing to assessing the success of the implementation of the QRIS communication plan.

VIVA Strategy + Communications, QRIS Consultation, 3-Year Budget (FY 16-17 through FY 18-19)

Position	Hourly Rate	Hours 16-17	Budget 16-17	Hours 17-18	Budget 17-18	Hours 18-19	Budget 18-19
Managing Partner	185	489	\$90,465	483	\$89,355	444	\$82,140
Associate Consultant	105	403	\$42,315	422	\$44,310	435	\$45,675
Senior Associate Consultant	125/140*	226	\$28,250	240	\$33,600	403	\$56,420
Consultant	150/170*	55	\$8,250	40	\$6,000	34	\$5,780
Communications Manager	150/160	300	\$45,000	240	\$36,000	120	\$19,200
Communications Specialist	125/140*	180	\$22,500	120	\$16,800	120	\$16,800
Travel: Flight, hotel, rental car, parking, per diem (\$15/ breakfast, \$16/lunch, \$23/dinner)			\$20,925		\$18,600		\$16,275
TOTAL Budget			\$257,705		\$244,665		\$242,290

*Includes rate increase in FY 17-18 for Senior Associate Consultant from \$125 to \$140 in FY 17-18 and a rate increase for the Consultant from \$150 to \$170 in FY 18-19 and the Communications Manager from \$150 to \$160 in FY 18-19.



AGENDA ITEM 6
JUNE 1, 2016

Subject	Amendment A1 for Contract SI019 with Loma Linda University Research Affairs for the Autism Assessment Center of Excellence.
Recommendations	Approve Amendment A1 to Contract SI019 with Loma Linda University Research Affairs in support of the startup of the Autism Assessment Center of Excellence (AACE) in the Inland Empire in the amount of \$17,979 in roll-over funds for Fiscal Year 2016-2017. (Presenter: Mary Alvarez, Staff Analyst II, 252-4258)
Financial Impact	\$300,000 budgeted for Fiscal Year 2014-2017.
Background Information	<p>At the March 4, 2015 Commission Meeting, the Commission approved Contract SI019 with Loma Linda University Research Affairs in support of the startup of the Autism Assessment Center of Excellence (AACE) in the Inland Empire. An initial budget of \$300,000 was approved by the Commission for Fiscal Years 2014-2015 and 2015-2016 with an opportunity to roll-over unexpended funds from year one (1) into year two (2). Loma Linda University Research Affairs was not able to solidify a lease for Fiscal Year 2015-2016 in accordance with their original timeline, which caused additional delay.</p> <p>Loma Linda University Research Affairs requested an opportunity to roll-over the unexpended amount of \$17,979 into Fiscal Year 2016-2017 in order to utilize the remaining dollars by June 30, 2017. First 5 is committed to supporting the AACE in order for the center to become fully operational. Pending Commission approval, these funds will be utilized for the remaining commitment for the building lease, marketing and outreach. In order to remain compliant with First 5 California's accounting practices, we will reduce the current contract amount from \$150,000 to \$132,021 in order to roll-over the \$17,979 to be expended by June 30, 2017.</p> <p>Currently, the AACE center is open for business and patients are being provided care. Supporting this project ensures that per the First 5 San Bernardino Strategic Plan, the Commission can participate in collaborations that support the health and development of young children and their families and engage in long term systems change and capacity building processes that will produce results within a shorter term that impact the quality, availability and accessibility of needed services in San Bernardino County. And finally, making long-term sustainable system changes helps diminish the impact of declining Prop 10 revenues as set forth in our Strategic Priority Area (SPA) 2.</p> <p>SPA 2: Systems and Networks – supporting systems serving children prenatal through age 5, their families and communities that result in sustainable and collective impact.</p>
Review	Sophie Akins, Commission Counsel

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



Program Outline Document 2016-2017

AGENCY INFORMATION

Contract #: SI019 A1

Legal Entity: Loma Linda University

Dept./Division: Research Affairs

Project Name: Autism Assessment Center of Excellence

Address: 24887 Taylor Street, Suite 202
Loma Linda, CA 92350

Phone #: (909) 558-9407

Website: _____

Fax #: (909) 558-0199

Program Site Address: 1499 South Tippecanoe Avenue
San Bernardino, CA 92408

Client Referral Phone # _____

CONTACT INFORMATION

CONTRACT REPRESENTATIVE/SIGNING AUTHORITY

Name: Sylvia Campos

Title: Contracts Analyst

Address: 24887 Taylor Street, Suite 202
Loma Linda, CA 92350

Direct Phone #: (909) 558-8214

Fax #: (909) 558-0199

E-Mail: racontracts@llu.edu

PROGRAM CONTACT

Name: Dr. Peter Currie

Title: Incorporator

Address: 10801 Sixth Street, Suite 120
Rancho Cucamonga, CA 91730

Direct Phone #: (909) 890-1621

Fax #: (909) 890-2019

E-Mail: _____

FISCAL CONTACT

Name: Stacey Moya

Title: Associate Director

Address: 24887 Taylor Street, Suite 202
Loma Linda, CA 92350

Direct Phone #: (909) 558-9407

Fax #: (909) 558-0199

E-Mail: smoya@llu.edu

PROGRAM INFORMATION

TYPE OF AGENCY

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

FIRST 5 FOCUS AREA

STRATEGY

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

PROGRAM DESCRIPTION

Loma Linda University Research Affairs, in collaboration with the Inland Empire Autism Collaborative will develop a collaborative, organized, integrated and trans-disciplinary assessment/treatment resource for autism.

SERVICE AREA (LOCATIONS)

Countywide

COMMISSION LEVEL OUTCOMES

SPA 2: Systems and Networks

Goal 2.1: Leadership as a Convener and Partner

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

ASSIGNED ANALYST: Mary Alvarez

CONTRACT AMOUNT

Fiscal Year	Amount	
2014-2015	\$ <u>150,000</u>	
2015-2016	\$ <u>132,021</u>	(There is a unexpended balance of \$17,979 for FY15-16)
2016-2017	\$ <u>17,979</u>	(\$17,979 is remaining and will rollover to the 16-17 fiscal year)
Total	\$ <u>300,000</u>	

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

FOR COMMISSION USE ONLY						
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code LOMALIN009 D	SC	Dept. 903	A	Contract Number SI019 A1	
Organization Children and Families Commission			Dept. 903	Orgn. PROG	Contractor's License No.	
Commission Representative Cindy Faulkner, Operations Manager			Telephone 909-386-7706		Total Contract Amount \$300,000	
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 April 2, 2015		Contract End Date June 30, 2017		Original Amount \$300,000
Fund RRC	Dept. 903	Organization PROG	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No. SNLCPY17	Amount \$17,979
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use Inland Empire Autism Assessment Center of Excellence (AACE)			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY
			16-17	\$17,979	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)

Loma Linda University

Department/Division

Research Affairs

Address

24887 Taylor Street, Suite 202

Loma Linda, CA 92350-0001

Phone

909-558-8544

Federal ID No.

95-1816009

Program Address (if different from legal address):

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

- Paragraphs A and C. Contract Amount of Section V, FISCAL PROVISIONS, is amended to read as follows:

A. Contract Amount

The Contract amount shall not exceed \$17,979 for fiscal year 2016-2017 and is not to exceed a cumulative total of \$300,000 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof.

Initial Here

C. Rollover Funds

Unspent funds from FY 2014-2015 (Year 1) are eligible for a one-time roll-over opportunity into the subsequent year, (Year 2) of the contract automatically. Unspent funds in any subsequent year may be eligible for roll-over as an amendment to the original contract and presented to the Commission for approval.

2. Paragraph A. Contract Amount of Section VIII, TERM, is amended to read as follows:

- A. This Contract is effective commencing April 2, 2015 and expires June 30, 2017 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 Work Plan for 2016-2017

Attachment B – Amended Program Budget for 2016-2017

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

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

LOMA LINDA UNIVERSITY

Legal Entity

▶ _____

Authorized Signature

Linda Haugan

Printed Name

Commission Chair

Title

Dated

▶ _____

Authorized Signature

Anthony Zuccarelli, Ph.D.

Printed Name

Associate Vice President of Research Affairs

Title

Dated

Official Stamp

Reviewed for Processing

▶ _____

Cindy Faulkner

Operations Manager

Date

Approved as to Legal Form

▶ _____

Sophie Akins

Commission Counsel

Date

Presented to Commission for
Signature

▶ _____

Karen E. Scott

Executive Director

Date



Agency Name: Loma Linda University
Program Name: Autism Assessment Center For Excellence
Contract #: SI019 A1 **Fiscal Year (FY):** 2016-2017
Service Area: Countywide

<p>Expectation(s): The independent <u>Autism Assessment Center of Excellence</u> will open by December 31, 2016. Once open, AACE will target on-going services to children age 2-5 years old.</p> <p>Outcome(s): As a result, more children in San Bernardino County will receive a credible Autism Spectrum Disorder diagnosis and trans-disciplinary treatment plan.</p>		
Objective	Activity	Verification
By December 31, 2016, operationalize a collaborative, organized, integrated and trans-disciplinary assessment/treatment resource center for autism	Create and/or support opportunities for collective impact	N/A
By December 31, 2016, operationalize a collaborative, organized, integrated and trans-disciplinary assessment/treatment resource center for autism	Expend remaining rollover funding to the specified costs below to operationalize the Autism Center: Lease Expense \$11,552 Marketing/Outreach \$ 6,427 Total \$17,979	Submit monthly summary sheets, receipts, contracts, agreements, and other primary source documents to substantiate expenditures according to budget/contract agreement

Project Description:

Loma Linda University, in collaboration with the Inland Empire Autism Collaborative will operationalize a collaborative, organized, integrated and trans-disciplinary assessment/treatment resource for autism called the Autism Assessment Center of Excellence (AACE).

Through collaborative work between San Bernardino and Riverside County organizations, the non-profit agency, the Autism Assessment Center of Excellence (AACE) was created to operate the assessment center. AACE has created a business plan, bylaws, and identified a facility in Loma Linda from which to operate.

SPA 2: Systems and Networks

Goal 2.1: Leadership as a Convener and Partner

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

Loma Linda University is serving as the *Fiscal Agent* for this collaborative and will subcontract with the Inland Empire Autism Assessment Center of Excellence (AACE), to support launch of this start up project. The AACE will complete hiring of personnel, execute a lease agreement for office space, acquire furnishings and equipment, complete marketing and outreach and otherwise engage in activities that support the funded operating costs. Loma Linda University will oversee this launch and submit to the Commission, all receipts, contracts, agreements, etc. to substantiate expenditures according to budget/contract agreement.

This Contract supports initial “start up” expenses. First 5 San Bernardino commits to a one time only funding with the Loma Linda Research Affairs, as the assessment center is structured to be financially self-sustaining within 24 months. The business plan clearly indicates that the AACE will begin to generate revenue early and ramp-up to a self-sustaining level within the 2 year goal.

Agency Rep Name: Anthony J. Zuccarelli, Ph.D.

Data Type: N/A

Agency Signature: _____

Reporting Period: N/A **Due:** N/A

Date Signed: _____

Program Cycle: July 2016 – June 2017



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

ORGANIZATION: Loma Linda University, Dept. of Research Affairs	DIRECTOR: Dr. Peter Currie	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Autism Assessment Center of Excellence (AACE)	PROGRAM DIRECTOR: Felita Jones	TOTAL BUDGET: \$ 17,979.00
INITIATIVE:	FINANCE OFFICER: Stacey Moya	RFP/CONTRACT #: SI019 A1

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name: Position:										
1		0.00				-	-	-	-	#DIV/0!	
2		0.00				-	-	-	-	#DIV/0!	
3		0.00				-	-	-	-	#DIV/0!	
4		0.00				-	-	-	-	#DIV/0!	
5		0.00				-	-	-	-	#DIV/0!	
6		0.00				-	-	-	-	#DIV/0!	
7		0.00				-	-	-	-	#DIV/0!	
8		0.00				-	-	-	-	#DIV/0!	
9		0.00				-	-	-	-	#DIV/0!	
10		0.00				-	-	-	-	#DIV/0!	
11		0.00				-	-	-	-	#DIV/0!	
12		0.00				-	-	-	-	#DIV/0!	
13		0.00				-	-	-	-	#DIV/0!	
14		0.00				-	-	-	-	#DIV/0!	
15		0.00				-	-	-	-	#DIV/0!	
16		0.00				-	-	-	-	#DIV/0!	
17		0.00				-	-	-	-	#DIV/0!	
18		0.00				-	-	-	-	#DIV/0!	
19		0.00				-	-	-	-	#DIV/0!	
20		0.00				-	-	-	-	#DIV/0!	
Total Salaries & Benefits						\$ -	\$ -	\$ -	\$ -		



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

ORGANIZATION: Loma Linda University, Dept. of Research Affa	DIRECTOR: Dr. Peter Currie	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Autism Assessment Center of Excellence (AAC	PROGRAM DIRECTOR: Felita Jones	TOTAL BUDGET: \$ 17,979.00
INITIATIVE:	FINANCE OFFICER: Stacey Moya	RFP/CONTRACT #: SI019 A1

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Lease Expense	64%	11,552.00	Funds will be utilized to cover lease expenses for the Autism Assessment Center of Excellence (AACE).
2	Marketing/Outreach	36%	6,427.00	Expenses related to marketing and outreach for AACE
	Total Services & Supplies		\$ 17,979.00	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
	Total Food		\$ -	
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1				
	Total Travel		-	



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

ORGANIZATION: Loma Linda University, Dept. of Research Affa		DIRECTOR: Dr. Peter Currie		PROGRAM YEAR: 2016-2017	
PROGRAM TITLE: Autism Assessment Center of Excellence (AAC		PROGRAM DIRECTOR: Felita Jones		TOTAL BUDGET: \$ 17,979.00	
INITIATIVE:		FINANCE OFFICER: Stacey Moya		RFP/CONTRACT #: SI019 A1	
V. SUBCONTRACTORS					
	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:		
1					
	Total Subcontractors	-			
VI. INDIRECT COSTS					
	Percent:				
	Basis:				
	Total Indirect Costs	\$ -			
TOTAL FIRST 5 BUDGET		\$ 17,979.00			



**AGENDA ITEM 7
JUNE 1, 2016**

Subject	Intent to Participate in the First 5 Service Corps Program with Prevent Child Abuse California for AmeriCorps Service.
Recommendations	Authorize Executive Director to execute letter of intent and negotiate a contract to participate in the First 5 Service Corps program for Fiscal Year 2016-2017 for four (4) AmeriCorps service member positions to provide school readiness services for Fiscal Year 2016-2017, not to exceed \$74,740 in matching funds. (Presenter: Mary Alvarez, Staff Analyst II, 252-4258)
Financial Impact	\$74,740 for Fiscal Year 2016-2017.
Background Information	<p>For the past seven years, First 5 San Bernardino (F5SB) has partnered with the Prevent Child Abuse California (PCA CA) AmeriCorps program by investing matching dollars to support positions providing school readiness activities in preschools throughout San Bernardino County. AmeriCorps State and National is a service program that grants funding to a broad network of public and nonprofit organizations to provide assistance in recruiting, training and supervising AmeriCorps members to meet critical community service needs.</p> <p>F5SB staff seek to gain Commission approval to execute the attached letter of intent (Exhibit A) and negotiate a contract to fund the match for Fiscal Year 2016-2017 for four (4) positions at 1700 hours each to provide a year round program. Members will continue to have presence in multiple preschool sites throughout the county promoting school readiness. The requirement for matching the federal dollars for F5SB is \$18,685 per full-time AmeriCorps member for an 11-month service term.</p> <p>The Legal Applicant for the First 5 Service Corps (AmeriCorps) grant is the California Children and Families Foundation (CCAFF) which is the sister agency to the First 5 Association. Prevent Child Abuse California (PCA CA) provides intermediary services as outlined in a contract between PCA CA and CCAFF, but provides no funding for member costs. The AmeriCorps member cost is \$74,740 per year which includes Living Allowance, FICA, Workers Comp, Health Care, Background Checks, Payroll Processing, Data Collection Systems, Member Training Costs, Administrative Costs, Program Supplies and Education Award. The Federal contribution per year is \$11,606 per member plus an additional \$5,775 set aside for the Education Award available to the AmeriCorps member after successful completion of their tour of duty.</p> <p>This requested funding will be allocated from the Commission's education service priority area (SPA 1), Goal 1.2 Early Learning.</p> <p>Pending Commission approval, a contract with Prevent Child Abuse California will be presented to the Commission for approval at the August Commission Meeting.</p>
Review	Sophie Akins, Commission Counsel

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



May 27, 2016

Prevent Child Abuse California
 4700 Roseville Road, Suite 102
 North Highlands, CA 95660
 Attn: Ian Hadley, First 5 Service Corps Project Manager

Commissioners

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

Linda Haugan
 Chair

Dear Ian,

Maxwell
 Ohikhuare, M.D.
 Vice-Chair

This letter is to express our intent to participate in the First 5 Service Corps program during the 2016/2017 program year with an anticipated start date of August 16th, 2016 or later. First 5 San Bernardino County intends to recruit/enroll the following number of AmeriCorps members:

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

First 5 San Bernardino County understands and agrees that the cash match contribution for this slot allocation is \$74,740. First 5 San Bernardino County further understands and agrees that it will be necessary to enter into contract with Prevent Child Abuse California, and that the contract will be submitted to First 5 San Bernardino County in the immediate future. Once the contract has been executed, we agree to the invoicing schedule below:

Margaret Hill
 Commissioner

	Corresponding Month(s)	Invoice to be Sent	Invoice due to PCA CA	Amount Due*
First Invoice	August 2016; September, 2016; October, 2016; November, 2016	Last week of July, 2016	Net 30	\$11,516.00
				\$15,806.00
				\$27,322.00
Second Invoice	December, 2016; January, 2017; February, 2017	Last week of October, 2016	Net 30	\$15,806.00
Third Invoice	March, 2017; April, 2017; May, 2017	Last week of January, 2016	Net 30	\$15,806.00
Fourth Invoice	June, 2017; July, 2017; August 2017	Last week of April, 2016	Net 30	\$15,806.00
			Total:	\$74,740.00

Stacy Iverson
 Commissioner

Paul Vargas
 Commissioner

Elliot Weinstein,
 M.D.
 Commissioner

Sincerely,

 Signature

Karen E. Scott
 Print Name

Executive Director
 Title

2016/2017 SUBMISSION INSTRUCTIONS

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

WE THANK YOU IN ADVANCE FOR YOUR PARTICIPATION!

CELLS FILLED IN YELLOW REQUIRE DATA ENTRY

IMPORTANT!

DUNS NUMBER

Pursuant to the 2015 General Terms and Conditions (for AmeriCorps Programs), you must provide PCA CA with your DUNS Number, which will then be included in your 2016-2017 AmeriCorps Contract. If you do not have a DUNS number, you can obtain one from Dun and Bradstreet, Inc. by calling 866-705-5711, or online at <http://fedgov.dnb.com/webform>. A DUNS Number is free to all businesses required to register with the Federal government for contracts or grants.

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

RISK ASSESSMENT

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

PLEASE READ ALL INSTRUCTIONS CAREFULLY. IF YOU ARE UNCLEAR AS TO HOW TO PROCEED, PLEASE CONTACT IANHADLEY AT ihadley@thecapcenter.org or 916-244-1936

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

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

**You must also submit your completed workbook via email to Ian
Hadley at ihadley@thecapcenter.org**

2016/2017 FIRST 5 SERVICE CORPS AGENCY INFORMATION

AGENCY INFORMATION

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

2016/2017 FIRST 5 SERVICE CORPS RISK ASSESSMENT

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

AGENCY INFORMATION

Lead Agency Name: Children and Families Commission

Agency's Contract Experience:

Types of Contract (check all that apply)

	Yes	No	Not Sure	N/A	Experience in Years
AmeriCorps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3-10
Other Federal	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
State	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10 or more
Local	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10 or more
Other (please describe):	Briefly Describe Other Contracting Type(s) in this box				

Program Complexity

1. How many individuals are employed by your agency?	23
2. On a scale of 1 to 5, what level of priority is AmeriCorps to your agency?	5
3. On a scale of 1 to 5, to what degree is your agency's management aware of the AmeriCorps program?	5
4. On a scale of 1 to 5, what is the commitment of your agency's management to the AmeriCorps program?	5
5. How many of your agency program staff are required for the AmeriCorps program at its peak activity?	1
6. Does your agency maintain written policies and procedures regarding the AmeriCorps program, other than those provided by PCA CA?	Yes
7. If you answered "yes" to question 6 how often are the policies and procedures updated?	As Needed
8. Does your agency have consistent and reliable internet access to enable webinar attendance and facilitate online electronic timekeeping for AmeriCorps members?	Yes
9. On a scale of 1 to 5, how accessible to your agency is an IT professional who can identify and resolve IT issues that could impede your ability to communicate with PCA CA?	5
10. Will all AmeriCorps members be serving at one Service Site?	No
11. If you answered "no" to question 10 will you have more than one Service Site?	Yes
12. If you answered "yes" to question 11 will some AmeriCorps members serve at multiple Service Sites?	Yes
13. If your agency works with multiple Service Sites, how far away is the furthest Service Site?	30 Miles
14. Will you contract with any other party to complete any aspect of the AmeriCorps program?	Yes
15. If you answered "yes" to question 15, how many separate contracts will be associated with the AmeriCorps program?	1
16. Will some AmeriCorps members report to more than one Service Site Supervisor?	Yes
17. What percentage of the Service Site Supervisor's time will be dedicated to the AmeriCorps program?	15%
18. Will an individual be designated to support members during any absences of the Service Site Supervisor?	Yes
19. Are the facilities of all Service Sites sufficient (will members have a space to serve from, computer, internet access, telephone, etc.) to conduct and/or deliver AmeriCorps program activities?	Yes

AmeriCorps Program Staff (as listed in your agency's budget)

Position	Tenure	Licensed/Certified	Education	Describe Other Education
Staff Analyst II	3-10	No	Bachelor's Degree	
ENTER TITLE				
ENTER TITLE				
ENTER TITLE				
ENTER TITLE				

AmeriCorps Administrative/Fiscal Staff (ONLY if contributing In-Kind Match)

Position	Tenure	Licensed/Certified	Education	Describe Other Education
ENTER TITLE				
ENTER TITLE				
ENTER TITLE				
ENTER TITLE				
ENTER TITLE				

CERTIFICATION

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

Karen E. Scott, Executive Director
Authorized Certifying Official Name

Signature/Date

2016/2017 FIRST 5 SERVICE CORPS NATIONAL SERVICE CRIMINAL HISTORY CHECK AUTHORIZATION

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

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

AGENCY INFORMATION

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

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

Signature

Date

2016/2017 FIRST 5 SERVICE CORPS SUPPORTING DOCUMENTS

AGENCY INFORMATION

Lead Agency Name: Children and Families Commission

SUPPORTING DOCUMENTS

INSURANCE

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

<input checked="" type="checkbox"/>	<p>Comprehensive General Liability Insurance which includes products/completed operations, independent contractors, contractual liability, and broad form property damage coverages with a combined single limit of not less than \$1,000,000 per occurrence, and not less than \$2,000,000 aggregate.</p> <p>A separate endorsement showing that PCA CA is named as an additional insured on your Comprehensive General Liability Insurance must be submitted. The following types of additional endorsements are acceptable:</p> <p>ISO CG 2010 ISO CG 2037 ISO CG 2011 ISO CG 2026 NIAC-E32 05 11, if insured by the Nonprofit Insurance Alliance of California ("NIAC") PI-GLD-HS (04/07), if insured by the Philadelphia Insurance Companies</p> <p>REQUIRED FROM ALL CONTRACTORS.</p>
<input checked="" type="checkbox"/>	<p>Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 per occurrence. REQUIRED FROM ALL CONTRACTORS.</p>
<input type="checkbox"/>	<p>Professional Liability Insurance or Errors and Omissions Insurance with a limit of not less than \$1,000,000. REQUIRED FROM ALL CONTRACTORS WHO EMPLOY LICENSED CLINICIANS/THERAPISTS OR PROVIDE COUNSELING SERVICES IN RELATION TO THIS CONTRACT. DIRECTORS AND OFFICERS INSURANCE WILL NOT SUBSTITUTE. If your agency does not employ licensed clinicians/therapists and does not provide counseling services in relation to this contract, you must complete and submit the Professional Liability Certification on tab 3.</p>

OTHER DOCUMENTS

Included	N/A	
<input checked="" type="checkbox"/>		Risk Assessment. TAB 3
<input type="checkbox"/>	<input checked="" type="checkbox"/>	National Service Criminal History Check (ONLY IF CONTRIBUTING IN-KIND MATCH). TAB 4
<input checked="" type="checkbox"/>		Match and Match Certification. TAB 6
<input checked="" type="checkbox"/>		Professional Liability Insurance Certification, if applicable. TAB 7
<input checked="" type="checkbox"/>		eGrants User Access Form. TAB 8
<input checked="" type="checkbox"/>		Partnership Form(s). Complete one form for your own agency, and one form for each service site. TAB 9
<input checked="" type="checkbox"/>		Disaster and Emergency Response Information. TAB 10
<input checked="" type="checkbox"/>		Labor Organization Certification. TAB 11
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Labor Union Concurrence, if applicable. TAB 12
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electronic copy of your agency's most recent audited financials, or A-133 (if applicable).

PREPARED BY: Mary Alvarez, Staff Analyst II

SIGNATURE

2016/2017 FIRST 5 SERVICE CORPS MATCH & MATCH CERTIFICATION

AGENCY INFORMATION

Lead Agency Name: Children and Families Commission

CASH MATCH

Please review the information below, as it determines the amount of your 2016/2017 AmeriCorps Contract. Please make any change requests in writing to your project manager. Members who are serving through one Lead Agency and have the same Position Description should receive the same living allowance amount. Variations in Position Descriptions and/or living allowances must be approved by your project manager and PCA CA's Chief Program Officer.

Term of Service	Tier	# of Members	Living Allowance	Non-Refundable Member Enrollment Cost	Total Non-Refundable Member Enrollment Cost	Cash Match	Total Cash Match
1700	1		\$12,530	\$1,554	\$0	\$7,487	\$0
	2		\$14,300	\$1,868	\$0	\$9,458	\$0
	3		\$16,900	\$2,329	\$0	\$12,354	\$0
	4	4	\$20,000	\$2,879	\$11,516	\$15,806	\$74,740
	5		\$22,800	\$3,250	\$0	\$19,000	\$0
900	1		\$6,650	\$1,224	\$0	\$3,198	\$0
	2		\$7,600	\$1,392	\$0	\$4,257	\$0
	3		\$8,950	\$1,632	\$0	\$5,760	\$0
	4		\$10,600	\$1,924	\$0	\$7,598	\$0
	5		\$12,100	\$2,190	\$0	\$9,260	\$0
				Subtotal Non-Refundable Member Enrollment Cost=	\$11,516.00	Maximum Amount of AmeriCorps Contract=	\$74,740

2016/2017 FIRST 5 SERVICE CORPS PROFESSIONAL LIABILITY INSURANCE CERTIFICATION

Check one of the boxes below:

Children and Families Commission

EMPLOYS licensed clinicians and/or therapists, and/or **PROVIDES** counseling services in relation to the AmeriCorps Contract with PCA CA for the AmeriCorps program. As such, Professional Liability Insurance is listed on a certificate of insurance, which will be submitted to PCA CA no less than ten (10) business days prior to commencement of work under the contract.

By signing this certification, I acknowledge my understanding of the requirement. I further acknowledge that failure to provide proof of Professional Liability Insurance may result in contracting delays, which may ultimately impact my agency's ability to participate in the program.

DOES NOT EMPLOY licensed clinicians and/or therapists, and **DOES NOT PROVIDE** counseling services in relation to the Standard Contract with PCA CA for the AmeriCorps program.

SIGNATURE OF CERTIFYING OFFICIAL

DATE

Karen E. Scott, Executive Director

NAME AND TITLE

2016/2017 FIRST 5 SERVICE CORPS eGRANTS USER ACCESS FORM

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

AGENCY INFORMATION

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

PRIMARY USER

Staff Name:	Mary Alvarez
Title:	Staff Analyst II
Phone 1:	(909) 252-4258
Phone 2:	
Email:	malvarez@cfc.sbcounty.gov

SECONDARY USER

Staff Name:	Scott McGrath
Title:	Supervisor
Phone 1:	(909) 252-4259
Phone 2:	
Email:	scott.mcgrath@cfc.sbcounty.gov

PREPARED BY:

Mary Alvarez, Staff Analyst II

SIGNATURE

DATE

2016/2017 FIRST 5 SERVICE CORPS AMERICORPS PARTNERSHIP FORM

AGENCY INFORMATION

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

PARTNERSHIP INFORMATION

Partner Organization Name:	County of San Bernardino Preschool Services Department
First Name:	Joseph
Middle Name:	
Last Name:	Prologo
Contact Organization Name:	
Title:	Program Manager
Address:	662 S. Tippecane Avenue
City:	San Bernardino
State:	CA
ZIP+4:	92415-2046
Phone:	(909) 383-2043
Fax:	(909) 383-2086
County:	San Bernardino
Email:	jprologo@psd.sbcounty.gov
Website:	http://hss.sbcounty.gov/psd/

SITE PLACEMENT INFORMATION (IF APPLICABLE)

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

PARTNER RESOURCES

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

PARTNER ORGANIZATION INFO

<input type="checkbox"/> CNCS-AMC National Direct	<input type="checkbox"/> CNCS-CalServe Program
<input type="checkbox"/> CNCS-Foster Grandparent	<input type="checkbox"/> CNCS-LSA - CBO
<input type="checkbox"/> CNCS-LSA - Higher Ed	<input type="checkbox"/> CNCS-NCCC
<input type="checkbox"/> CNCS-Retired Senior Volunteer Program	<input type="checkbox"/> CNCS-Senior Companion
<input type="checkbox"/> CNCS-VISTA	<input type="checkbox"/> Education (K-12)-County Office of Ed.
<input type="checkbox"/> Education (K-12)-Elementary School	<input type="checkbox"/> Education (K-12)-High School
<input type="checkbox"/> Education (K-12)-Middle School	<input type="checkbox"/> Education (K-12)-School Association
<input type="checkbox"/> Education (K-12)-School District	<input type="checkbox"/> Higher Education-Community College
<input type="checkbox"/> Higher Education-CSU	<input type="checkbox"/> Higher Education-Higher Ed Association
<input type="checkbox"/> Higher Education-Independent College	<input type="checkbox"/> Higher Education-UC
<input type="checkbox"/> Media Organization-Local Print	<input type="checkbox"/> Media Organization-Local Radio
<input type="checkbox"/> Media Organization-Local TV	<input type="checkbox"/> Media Organization-National Print
<input type="checkbox"/> Media Organization-National Radio	<input type="checkbox"/> Media Organization-National TV
<input type="checkbox"/> Media Organization-State Print	<input type="checkbox"/> Non-Profit Org.-Civic Organization
<input type="checkbox"/> Non-Profit Org.-Direct Service Provider	<input type="checkbox"/> Non-Profit Org.-Faith Based Organization
<input type="checkbox"/> Non-Profit Org.-Local Conservation Corps	<input type="checkbox"/> Non-Profit Org.-Non-Profit Association
<input type="checkbox"/> Non-Profit Org.-Policy and Advocacy	<input type="checkbox"/> Non-Profit Org.-Volunteer Center
<input type="checkbox"/> Other	<input type="checkbox"/> Private Sector-Business Donations
<input type="checkbox"/> Private Sector-Corporate Volunteer Program	<input type="checkbox"/> Private Sector-Foundations
<input type="checkbox"/> Private Sector-Private Sector Association	<input checked="" type="checkbox"/> Public Sector-County Agency
<input type="checkbox"/> Public Sector-Elected Official	<input type="checkbox"/> Public Sector-Local Agency
<input type="checkbox"/> Public Sector-State Agency	

2016/2017 FIRST 5 SERVICE CORPS DISASTER & EMERGENCY RESPONSE INFORMATION

PLEASE SUBMIT A COMPLETE RECORD FOR EACH COMMUNITY THAT YOU SERVE

AGENCY INFORMATION

Lead Agency Name:	Children and Families Commission
Street Address:	735 E. Carnegie Drive, Suite 150
City:	San Bernardino
State:	CA
ZIP+4:	92408-3574

Program Name:	First 5 Service Corps
Community Served:	

PRIMARY EMERGENCY COORDINATOR INFORMATION

First Name:	Staci
Last Name:	Scranton
Title:	Supervising Office Assistant
Street Address:	735 E. Carnegie Drive, Suite 150
City:	San Bernardino
State:	CA
ZIP+4:	92408-3574
Email:	sscanton@cfc.sbcounty.gov
Business Phone:	(909) 252-4282
Business Fax:	(909) 386-7703
Cell Phone:	
Home Phone:	

SECONDARY EMERGENCY COORDINATOR INFORMATION

First Name:	Scott
Last Name:	McGrath
Title:	Supervisor
Street Address:	735 E. Carnegie Drive, Suite 150
City:	San Bernadino
State:	CA
ZIP+4:	92408-3574
Email:	scott.mcgrath@cfc.sbcounty.gov
Business Phone:	(909) 252-4259
Business Fax:	(909) 386-7703
Cell Phone:	
Home Phone:	

HAVE YOUR MEMBERS RECEIVED TRAINING IN SAFETY AND EMERGENCY RESPONSE?

YES NO

IF YES, PLEASE DESCRIBE THE TRAINING AND THE DATE BY WHICH THEY WILL HAVE COMPLETED IT:

Both, upon hire. Mandatory training.

2016/2017 FIRST 5 SERVICE CORPS DISASTER & EMERGENCY RESPONSE INFORMATION

PLEASE SUBMIT A COMPLETE RECORD FOR EACH COMMUNITY THAT YOU SERVE

AGENCY INFORMATION

Lead Agency Name:	Children and Families Commission
Street Address:	735 E. Carnegie Drive, Suite 150
City:	San Bernardino
State:	CA
ZIP+4:	92408-3574

WHAT SAFETY AND EMERGENCY RESPONSE RESOURCES DOES YOUR PROGRAM HAVE ACCESS TO?

Each staff member has emergency kit complete with first aid supplies, food and water. Safety drills are conducted at minimum, annually.

IS YOUR PROGRAM ABLE TO OFFER RESOURCES OR ASSISTANCE (INCLUDING MEMBER SERVICE TIME) TO ASSIST WITH A LOCAL DISASTER OR INCIDENT IN YOUR COMMUNITY?



YES



NO

IS YOUR PROGRAM ABLE TO OFFER RESOURCES OR ASSISTANCE (INCLUDING MEMBER SERVICE TIME) TO ASSIST WITH A DISASTER OR INCIDENT IN ANOTHER PART OF CALIFORNIA?



YES



NO

2016/2017 LABOR ORGANIZATION CERTIFICATION

LEAD AGENCY NAME:

Children and Families Commission

PROGRAM NAME:

First 5 Service Corps

APPLICANT MUST CHECK AT LEAST ONE OF THE BOXES AND SIGN BELOW

LABOR ORGANIZATION CONCURRENCE REQUIRED AND OBTAINED

THE PROGRAM APPLICANT IS SERVING AS THE SERVICE SPONSOR, AND HAS OBTAINED THE WRITTEN CONCURRENCE OF ANY LOCAL LABOR ORGANIZATION REPRESENTING EMPLOYEES OF THE SERVICE SPONSOR WHO ARE ENGAGED IN THE SAME OR SUBSTANTALLY SIMILAR WORK AS THAT PROPOSED TO BE CARRIED OUT.

CONCURRENCE(S) ARE SUBMITTED WITH THIS CERTIFICATION. (42 U.S.C. § 12582(F)(1).)

LABOR ORGANIZATION CONSULTATION REQUIRED

PRIOR TO THE PLACEMENT OF PARTICIPANTS, PROGRAM APPLICANT HAS CONSULTED WITH THE APPROPRIATE LOCAL LABOR ORGANIZATIONS, IF ANY, REPRESENTING EMPLOYEES IN THE AREA WHO ARE ENGAGED IN THE SAME OR SIMILAR WORK AS THAT PROPOSED TO BE CARRIED OUT BY SUCH PROGRAM TO ENSURE COMPLIANCE WITH THE FEDERAL NONDISPLACEMENT REQUIREMENTS, AS SET FORTH AT 42 U.S.C. SECTION 12637. (42 U.S.C. § 12583(C)(2).) **DOCUMENTATION SHOWING SUCH CONSULTATION IS KEPT ON FILE WITH PROGRAM APPLICANT AND IS AVAILABLE FOR REVIEW UPON REQUEST.**

NEITHER LABOR ORGANIZATION CONCURRENCE NOR LABOR ORGANIZATION CONSULTATION REQUIRED

THE PROGRAM APPLICANT IS NOT REQUIRED TO OBTAIN LABOR ORGANIZATION CONCURRENCE, BECAUSE (1) IT IS NOT THE SERVICE SPONSOR, OR (2) THERE ARE NO LOCAL LABOR ORGANIZATIONS REPRESENTING EMPLOYEES OF THE SERVICE SPONSOR WHO ARE ENGAGED IN THE SAME OR SUBSTANTALLY SIMILAR WORK AS THAT PROPOSED TO BE CARRIED OUT. THE PROGRAM APPLICANT IS ALSO NOT REQUIRED TO CONSULT WITH LABOR ORGANIZATIONS, BECAUSE THERE ARE NO APPROPRIATE LOCAL LABOR ORGANIZATIONS REPRESENTING EMPLOYEES IN THE AREA WHO ARE ENGAGED IN THE SAME OR SIMILAR WORK AS THAT PROPOSED TO BE CARRIED OUT BY THE PROGRAM APPLICANT.

SIGNATURE OF APPLICANT REPRESENTATIVE

DATE

Karen E. Scott, Executive Director

PRINT NAME AND TITLE OF PERSON SIGNING

EXHIBIT F
ASSURANCES AND CERTIFICATIONS

I. ASSURANCES

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

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

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

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

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

II. CERTIFICATIONS

A. Certification – Debarment, Suspension, and Other Responsibility Matters

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, *Participants' responsibilities*.

1. As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:
 - a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Has, within a three-year period preceding this application, been convicted of, or had an adverse civil judgment entered in connection with, fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - d. Has not, within a three-year period preceding this application, had one or more public transactions (federal, state or local) terminated for cause or default.
2. If you are unable to certify to any of the statements in this certification, you must attach an explanation to this application.

B. Certification – Drug-Free Workplace

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F. The regulations require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 34 CFR Part 85, Section 85.615 and 85.620). As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief that the grantee will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace,
 - b. The grantee's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs, and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

C. Certification – Lobbying Activities

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

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

D. Erroneous Certification or Assurance

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

- E. **Notice of Error in Certification or Assurance**
You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.
- F. **Definitions**
The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. An applicant shall be considered a “prospective primary participant in a covered transaction” as defined in the rules implementing Executive Order 12549. You may contact us for assistance in obtaining a copy of those regulations.
- G. **Assurance Requirement for Subgrant Agreements**
You agree by signing this Contract that you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.
- H. **Assurance Inclusion in Subgrant Agreements**
You agree by signing this Contract that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.
- I. **Assurance of Subgrant Principals**
You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- J. **Non-Assurance in Subgrant Agreements**
If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.
- K. **Prudent Person Standard**
Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Signature

Date

Linda Haugan, First 5 Commission Chair

Print Name and Title