

Chair
Elliot Weinstein, M.D.

Vice Chair
Diana Alexander

Executive Director
Karen E. Scott



Commissioners

Ted Alejandre
Supervisor Joe Baca, Jr.
Dr. Gwen Dowdy-Rodgers
Joshua Dugas
Gary Ovitt

www.first5sanbernardino.org

Agenda: Children and Families Commission 07-2023

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

Meeting date, time, location July 12, 2023
3:30 p.m.
First 5 San Bernardino Commission Conference Room

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

Special Presentations *First 5 Strategic Plan 2023-2028
Presented by Dr. Kelly Goods, Project Manager, EVALCORP*

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 update by Dr. Gwendolyn Dowdy-Rodgers, Advisory Committee 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 from June 7, 2023 Commission Meeting

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

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

Agenda: Children and Families Commission 07-2023

July 12, 2023

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2	Approve Amendments A1 for the Family and Community Support Partnerships – Expansion contracts for a cumulative total of \$1,707,028 for July 1, 2023 through June 30, 2024 with the following: A. Moses House Ministries, Contract FS081, in the total amount of \$780,923; and B. Chino Valley Unified School District, Contract FS079, in the total amount of \$206,699 and C. Reach Out, Contract FS082, in the total amount of \$719,406. (Presenter: Alexandra Gutierrez, Staff Analyst II, 252-4261)
3	Approve Amendment A1 for Contract HW059 with Arrowhead Regional Medical Center for \$549,349 resulting in a cumulative total of \$1,635,886 for 2020-24 to provide for the Asthma Prevention and Treatment Program. (Presenter: Iffat Quazi, Staff Analyst II, 252-4275)
4	Approve Amendment A2 for Contract SI035 with El Sol Neighborhood Educational Center for an increase of \$927,423 resulting in a cumulative total of \$1,231,180 for 2020-25 to continue coordinating and developing a countywide Home Visiting System. (Presenter: Alexandra Gutierrez, Staff Analyst, 252-4261)
5	Approve Amendment A1 for Contract SI037 with Child Care Resource Center for \$421,589 resulting in a cumulative total of \$746,901 for 2022-24 for Help Me Grow Inland Empire developmental screening services. (Presenter: Iffat Quazi, Staff Analyst II, 252-4275)
6	Approve Contract SI041 with Loma Linda University Children’s Hospital in the amount of \$1,128,762 for 2023-25 for the Help Me Grow Inland Empire initiative. (Presenter: Iffat Quazi, Staff Analyst II, 252-4275)
7	Approve the following contract amendments for implementation of Quality Start San Bernardino for Fiscal Year 2023-2024: a. San Bernardino County Superintendent of Schools, Amendment A2 for Contract EC038 for \$221,721 resulting in a cumulative total of \$988,575 for administrative services; and b. University Enterprises Corporation/California State University, San Bernardino, Amendment A2 for Contract EC039 for \$401,839 resulting in a cumulative total of \$1,785,994 to enhance higher education opportunities in early care and education and conduct site assessments; and c. Child Care Resource Center, Amendment A2 for Contract EC040 for \$1,593,563 resulting in a cumulative total of \$6,589,475 for outreach & enrollment, coordination of quality improvement services, program evaluation and professional development. (Presenter: Erika Willhite, Staff Analyst II, 252-4262)
8	Approve Amendment A2 for Contract IC046 with VIVA Social Impact Partners for \$175,000 for a cumulative total not to exceed \$575,000 for strategic consultation services to support implementation of the San Bernardino County Quality Rating Improvement System for the period of July 1, 2021 through June 30, 2024. (Presenter: Erika Willhite, Staff Analyst II, 252-4262)
9	Approve Contract SI042 with San Bernardino County Children’s Network in the amount of \$754,652 for 2023-24 to provide support for system integration to enhance collective impact, sustainable competency workforce and community awareness campaigns including child abuse prevention. (Presenter: Iffat Quazi, Staff Analyst II, 252-4275)

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**CHILDREN AND FAMILIES COMMISSION
for San Bernardino County
AGENDA: July 12, 2023**

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
2a	Moses House Ministries	Matthew Coughlin Executive Director	N/A	N/A
2b	Chino Valley Unified School District	Norm Enfield, Ed.D. Superintendent Katrina Gomez Director	N/A	N/A
2c	Reach Out	Diana Fox Executive Director	N/A	N/A
3	San Bernardino County Arrowhead Regional Medical Center	Dawn Rowe Chair, Board of Supervisors Third District Supervisor	N/A	Supervisor Baca, Jr.
4	El Sol Neighborhood Educational Center	Alexander Fajardo President and CEO	N/A	N/A
5	Child Care Resource Center, Inc. Help Me Grow Inland Empire	Dr. Michael Olenick President and CEO Kelly Morehouse-Smith Director/Program Director	N/A	N/A
6	Loma Linda University Children’s Hospital – Help Me Grow Inland Empire	Peter Baker Assistant Vice President Ambulatory Megan Daly Director HMGIE	N/A	N/A
7a	Child Care Resource Center, Inc Quality Start San Bernardino	Dr. Michael Olenick President and CEO	N/A	N/A

Children and Families Commission
Conflict of Interest – July 12, 2023
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7b	University Enterprises Corporation at Cal State University San Bernardino Quality Start San Bernardino	Dorota Huizinga Director	N/A	N/A
7c	San Bernardino County Superintendent of Schools Quality Start San Bernardino	Richard De Nava Director	N/A	Ted Alejandre
8	VIVA Social Impact Partners Quality Start San Bernardino	Christina Collosi Managing Partner		
9	San Bernardino County Children's Network	Dawn Rowe Chair, Board of Supervisors Third District Supervisor Wendy Alvarez Interim Network Officer	N/A	Supervisor Baca, Jr.
10	N/A	N/A	N/A	N/A
11	N/A	N/A	N/A	N/A



Minutes: Children and Families Commission Meeting

**Date, time,
location**

June 7, 2023
3:43 p.m.
First 5 San Bernardino Commission Conference Center

**Pledge of
Allegiance**

Pledge of Allegiance led by Vice Chair Alexander due to late arrival of Chair Weinstein

**Conflict of
Interest
Disclosure**

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Attendees

Commissioners

- Ted Alejandre
- Diana Alexander
- Supervisor Joe Baca, Jr.
- Joshua Dugas
- Gary Ovitt
- Elliot Weinstein, M.D.

Absent

- Dr. Gwendolyn Dowdy-Rodgers

Staff

- Debora Dickerson-Sims, Chief Financial Officer
 - Ronnie Robinson, Section Manager, Systems and Communication
-

**Changes to the
agenda**

Commission Clerk, Traci Homan, read the following change to the Budget Workshop Minutes from 5/10/2023. a) Once Flavorban takes effect, a 7.5% decline is expected in cigarette consumption and First 5 San Bernardino is going to have a 14.1% in Prop 10 Revenue for 2023-24 as reflected in the proposed budget.

**Advisory
Committee
Report**

In the absence of Commissioner Dowdy-Rodgers, Karen Scott made the announcement that information regarding the upcoming Advisory Committee Meeting, which will take place on June 21, 2023 at 2:00 p.m., will be posted on the First 5 website. We will elect a new vice chair at this meeting and welcome the new committee members. Applications for the Advisory Committee, which are available on our website, are still being accepted.

SAVE THE DATE: Maternal Health Network Summit will be held on June 12 from 9:00 a.m. – 3:30 p.m. at the Bradley Gilbert Center for Learning & Innovation, in Rancho.

The Maternal Health Network (MHN) was established by a First 5 San Bernardino (F5SB) Commission investment in 2018 based on the recognition that it would take a variety of systems and supports to improve maternal and infant health outcomes for families throughout San Bernardino County. Today it is represented by individual members from over 100 organizations.

The Summit gives us a chance to review the progress made for each of the Network’s Strategic Plan Goals and network and share successes so that feedback can be used to develop the plan moving forward.

The MHN has served the mission of F5SB with great success since its inception more than 5 years ago, under the consultation of Lisa Watson with Social Entrepreneurs, Inc. We thank you, Lisa for excellent leadership!

**Executive
Director’s
Report –
Karen E. Scott**

Dr. Sayida Peprah-Wilson is the Executive Director of Diversity Uplifts, the organization being proposed to become the local backbone organization for F5SB’s MHM as you will hear with agenda item #9 today.

2 more events:

Juan Solis, our funded partner with Children’s Network has shared a couple of opportunities to successfully further the work of Fatherhood Engagement in our County. One is the National Policy Townhall on Fatherhood Beyond 2023, being streamed on Thursday, June 22 beginning at 12:30 p.m.

The other is a virtual Fatherhood Engagement Training hosted by Children’s Network on Wednesday, June 14th from 9:00 a.m. – 3:00 p.m. Dr. Alan-Michael Graves from Good+Foundation will be the presenter. The main goal is to engage in courageous conversations about racial justice and equity as well as to facilitate connections to resources that help transform social service systems that have been identified as obstacles to a father-inclusive approach to helping families thrive.

All of these events require registration. If you wish to participate, please reach out to Traci for assistance.

Imagination Library

Yesterday, Governor Newsom announced the State’s intent to expand, an opportunity to participate in a program that aims to stoke a love of reading in young

children to every county in the state by 2028. It is Dolly Parton's Imagination Library initiative.

The California Department of Education is currently looking for school districts or nonprofit organizations interested in helping expand the program. Currently, 30 out of 58 counties in the state participate. First 5 San Bernardino has submitted interest.

All Californians under 5 years old will be eligible monthly for a free book in English or Spanish thanks to this expansion of [the partnership between California and Dolly Partin's Imagination Library](#).

California will be the first state to *offer* books in both English and Spanish.

State Superintendent Tony Thurmond stated that "Fostering interest in books and reading at the youngest ages is among the best gifts we can give our children."

Stronger Starts Campaign

In October 2022, First 5 CA launched the Dragon Song campaign with the goal of demonstrating to parents and caregivers how to model a fun breathing technique in the form of a dragon roar to help children self-soothe when experiencing stressful emotions. This was related to the long-term effects of ACES and other stressors that children experience growing up. I'm not sure if that campaign is continuing or not.

On Thursday, June 1st, F5CA launched the "Stronger Starts" media campaign that's aimed at raising awareness about broader mental health among California's youngest children.

The Governor's wife, along with former California Surgeon General Dr. Nadine Burke Harris, and the current surgeon general, Dr. Diana E. Ramos, all gathered to help kick *off* the campaign. Seibel Newsom noted that this campaign adds to the growing list of youth mental health services. Given the attention from, and alignment with, the First Partner's goals around addressing youth mental health, the First 5 Network, representing our youngest children, hopes to build on events like this for our policy positions and funding ask(s).

Revenue Decline

The # 1 challenge for all First 5's is the revenue decline - both the decline that is expected as the initiative was built, but also now with the recent and unexpected, greater percentage of decline as has occurred from the adoption of the Prop 31 Flavor Ban.

The First 5 Association has put together a Sustainability Workgroup to discuss and address the near-term effects and possible solutions. The group is revisiting revenue projections and affirmed that many counties are preparing for, or reducing, budgets right now, based on steep declining projections. The F5 Network will continue to focus on a state general fund budget ask next year.

Mental Health Services Act (MHSA) Modernization Proposal

Earlier this year, the governor announced the Mental Health Services Act (MHSA) Modernization Proposal.

MHSA has fundamentally changed how we deliver mental health care in California. For those with the most serious and persistent needs, the MHSA requires every county in the state to offer a core set of services through a program called Full-Service Partnerships (FSP) that today helps keep some individuals *off* the streets, out of jails, and out of expensive hospital care. Currently, over 80,000 Californians are enrolled in FSP programs.

Today, MHSA funds 30% of the state's mental health system. But the MHSA has never undergone full scale reform. Since its initial passing in 2004, the Affordable Care Act and parity laws have significantly shifted the landscape and the governor feels that now is the time to modernize MHSA to account for expanded coverage under Medi-Cal.

A couple of things required with this proposed reform include:

- ▶ Requiring counties to dedicate 30% (roughly \$1 billion annually) to pay for housing and other community-based residential solutions to provide an ongoing source of funding for new and existing housing and residential settings that are responsive to the diverse needs across the state.
- ▶ Focus funding on Full-Service Partnerships and other services for the most seriously ill, prioritizing community services and supports while including prevention and early intervention and infrastructure investments such as for capital and workforce.
- ▶ Require counties to bill Medi-Cal for all reimbursable services in accordance with Medicaid State Plan and applicable waivers, to further stretch scarce dollars and leverage MHSA to maximize federal funding for services.

This reform would eliminate the requirement that counties set aside 20% of MHSA expenditures to fund prevention and early intervention (PEI), and the requirement to use 51% of PEI funds on programs and services for children ages 0-25. The vast majority of PEI funding that is spent on early childhood, supports group-based services, rather than individual clinical services. Only 5% of PEI funding for early childhood supports goes to clinical interventions that could potentially be reimbursed as a Medi-Cal service today.

Folding PEI into a broader funding category will clump essential upstream, evidence-based, prevention-focused programs that serve young children today with those that serve adult populations with severe mental illness. It is critical that the state ensures that counties continue to invest in true upstream prevention, starting at birth, to improve the well-being of marginalized children and families.

With this concern in mind, the First 5 Network has submitted a letter of consideration to the Senate and Assembly Budget Committee chairs, to reconsider the eliminations of these previous requirements and supports for young children. F5SB will definitely collaborate with our County departments to identify and implement, where possible, any local advocacy strategies that can help support our state strategies.

We do acknowledge that the Governor has previously allocated \$4.7 billion supporting the Master Plan for Kids' Mental Health, of which the Children and Youth Behavioral Health Initiative is the central component. The CYBHI is another initiative that First 5s are concerned about and will continue to advocate to ensure that this funding drills down to the youngest children.

Budget Status Quarterly Report for the 3rd Quarter 2022-2023



Quarterly Budget
 Expenditure Report.

Item No.	CONSENT
1	Approve First 5 San Bernardino Commission Budget and Planning Workshop Minutes from May 10, 2023. Motion by Commissioner Baca, Jr. and seconded by Commissioner Dugas to approve the Consent Items. Without further comment or objection, motion carried by unanimous vote.
2	Approve First 5 San Bernardino Commission Meeting Minutes from May 10, 2023.
3	Approve Amendment A1 to Contract IC040 with Persimmony International, Inc. extending the contract term an additional two years for data collection and management in the amount of \$405,008 resulting in a cumulative total of \$944,998 for 2020-25. (Presenter: Peter Tawadros, Staff Analyst II, Evaluation/Impact, 252-4264)
4	Approve Amendment A2 to Contract IC049 with Westbound Communications, Inc. for \$813,500 for 2023-24 for a cumulative total of \$1,492,500 for 2021-24 to provide Public Relations, Marketing, Branding, and Social Media Consulting Services. (Presenter: Kimberly VandenBosch, Communications Officer, 252-4283)
5	Approve Amendment A2 to Contract SI033 with Children’s Fund extending the contract term an additional two years to provide forensic medical evaluations and forensic interviews to further law enforcement and child protective services investigations for suspected child abuse and neglect in the amount of \$1,375,800 resulting in a cumulative total of \$2,731,500. (Presenter: Iffat Quazi, Staff Analyst II, 252-4275) Public Comment Commissioner Ovitt abstained himself from this item due to his seat on the Board for Children’s Fund.

6	<p>Approve Amendment A1 to Contract SI034 with Children’s Fund extending the contract term an additional two years to support the Daily Referral Program and Celebration of Giving campaign in the amount of \$1,700,962 for 2023-25 for a cumulative total of \$3,401,426. (Presenter: Iffat Quazi, Staff Analyst I, 252-4275)</p> <p>Commissioner Ovitt abstained himself from this item due to his seat on the Board for Children’s Fund.</p>
7	<p>Approve acceptance of \$699,962 in funds awarded through the California Department of Social Services for the Quality Counts California Block Grant to support Quality Start San Bernardino and delegate the authority to the Executive Director or her designee to execute any agreements or documents required to effectuate the receipt of such funds. (Presenter: Erika Willhite, Staff Analyst II, 252-4262)</p>

Item No.	DISCUSSION
8	<p>Approve Budget for 2023-2024 and updates to the Five-Year Financial Plan. (Presenter: Debora Dickerson-Sims, Chief Financial Officer, 252-4269)</p> <p><u>Discussion</u> Debora Dickerson-Sims gave a brief overview of the First 5 San Bernardino Budget for 2023-2024 and updates to the Five-Year Financial Plan.</p> <p><u>Public Comment</u> None.</p> <p>Motion made by Vice Chair Alexander and seconded by Commissioner Dugas to approve Item 8.</p> <p>Without further comment or objection and with no public comments noted, motion carried by unanimous vote.</p>
9	<p>Approve Contract IC052 with Diversity Uplifts, Inc. in the amount of \$748,849 for 2023-2024 to lead the Maternal Health Network as the local backbone entity. (Presenter: Ronnie Robinson, Section Manager, Systems and Communication, 252-4255)</p> <p><u>Discussion</u> Commissioner Dugas stated he will have his staff reach out to Diversity Uplifts as he would like to partner with them.</p> <p>Vice Chair Alexander thanked Diversity Uplifts for their equity work and partnering countywide.</p> <p>Commissioner Baca, Jr., thanked them for the work they do with incarcerated women and our Sheriff’s department. Perhaps Children’s Fund would like to be a partner.</p> <p><u>Public Comment</u> None</p> <p>Motion made by Commissioner Baca, Jr., seconded by Vice Chair Alexander to approve Item 9.</p>

	Without further comment or objection and with no public comments noted, motion carried by unanimous vote.
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Public Comment

None

Commissioner Roundtable

Commissioners collectively thanked staff for doing an excellent job on presentations and the budget. Vice Chair Alexander wanted everyone to know that no questions were raised today because of the amazing Budget Workshop put on by Debora Dickerson-Sims. Even with Prop 10 funds declining, First 5 has done an excellent job over the years to identify other funding opportunities and analyse various programs to determine which ones offer the best return on their investment. This is why there were so prepared today. Additionally, she thanked Karen Scott for providing them with an agenda briefing days in advance, so the Commissioners are prepared at the meeting. Commissioner Baca, Jr., mentioned how First 5 had saved money early in the event of declining revenue and are in better financial shape than most First 5's in California. He wanted to bring attention to an item on the consent calendar, Children's Fund, who provide assistance to families that may be homeless or in need of items, such as a refrigerator. Commissioner Ovitt apologized for being late, and as a board member of Children's Fund, will oversee that they spend the money given in a positive way. Chair Weinstein apologized for being late as well and acknowledged the Dolly Parton for literacy campaign. As an Advisory board member for Reach out and Read, they are in the process of expanding throughout the Inland Empire so kids receive more books.

The next Commission meeting will be held on July 12, a week later than normal, due to the holiday, at this location. The meeting adjourned at 4:27 p.m.

Next Meeting

Wednesday, July 12, 2023
3:30 p.m.

Attest

Elliot Weinstein, M.D., Chair

Traci L. Homan, Commission Clerk



AGENDA ITEM 2
July 12, 2023

Subject	Amendment A1 to Family and Community Support Partnerships-Expansion
Recommendation	Approve Amendments A1 for the Family and Community Support Partnerships – Expansion contracts for a cumulative total of \$1,707,028 for July 1, 2023 through June 30, 2024 with the following: A. Moses House Ministries, Contract FS081, in the total amount of \$780,923; and B. Chino Valley Unified School District, Contract FS079, in the total amount of \$206,699; and C. Reach Out, Contract FS082, in the total amount of \$719,406. (Presenter: Alexandra Gutierrez, Staff Analyst II, 252-4261)
Financial Impact	\$1,707,028 for 2023-24.
Background Information	<p>In 2014, the Commission approved the initiative for Family Community Support Partnership-Family Support Services (FCSP-FSS), to improve parenting and family self-sufficiency outcomes for parents and caregivers of children 0-5 in San Bernardino County. During the initial three-year contract period, FCSP contracted agencies served 3,100 parents. The outcome data showed significant improvement in parenting constructs and case management results overall.</p> <p>In 2017, FCSP was extended two additional years until 2020 for a cumulative investment of approximately \$20 million. This extension was to ensure that First 5 San Bernardino (F5SB) had a multi-year data set that was reliable to move forward with an expansion of services.</p> <p>In August 2019, the Commission approved a contract with the the Inland Empire Community Collaborative (IECC) to assist with the capacity building efforts, sustainability and expansion of the FCSP model.</p> <p>In June 2020, the Commission approved several contracts for FCSP services for 2020-2023, which include a contract with Moses House Ministries in the amount of \$2,606,076, Reach Out in the amount of \$2,447,010 and Chino Valley Unified School District in the amount of \$611,546. As the FCSP initiative sunsets the agencies will be given a one-year extension to solidify strategies and continue to identify ways to leverage and sustain the program through additional resources and service systems that align efforts from Federal, State and local funding.</p> <p>Pending Commission approval this one-year extension will also allow for F5SB to explore other implementation system strategies that will engage families in a more robust manner such as home visitation and family resource centers (FRCs) in San Bernardino County.</p> <p>Approval of this item supports the Family Supports Strategic Priority Area in the Commission’s 2020-23 Strategic Plan through the following Investment Areas:</p> <ul style="list-style-type: none">• Direct Services: for children prenatal to age 5 & their families.• System Level Efforts: Collaboration, Community Capacity Building and Workforce.
Review	Dawn Martin, Commission Counsel

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

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

<i>FOR COMMISSION USE ONLY</i>						
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 10002590	SC	Dept. 903	A Contract Number FS081 A1		
Organization Children and Families Commission			Contractor's License No.			
Commission Representative Cindy Faulkner, Assistant Director		Telephone 909-386-7706		Total Contract Amount \$3,386,999		
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, 2020	Contract End Date June 30, 2024	Original Amount \$2,606,706	Amendment Amount \$780,923		
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1006513	Amount \$780,923		
Cost Center		GL Account	Internal Order No.			
Cost Center		GL Account	Internal Order No.	Amount		
Abbreviated Use Nurturing Parenting & Matrix Outcomes Model NPP-MOM		Estimated Payment Total by Fiscal Year				
	FY	Amount	I/D	FY	Amount	I/D
	23-24	\$780,923	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)

Moses House Ministries

Department/Division

N/A

Address

PO Box 2033

Victorville, CA 92393

Phone

(760) 955-1895

Federal ID No.

33-0568537

Program Address (if different from legal address):
14281 7th Street, Victorville, CA 92395

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

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 3,386,999 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

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

Fiscal Year 2020-21 \$ 837,540 July 1, 2020 through June 30, 2021
Fiscal Year 2021-22 \$ 868,454 July 1, 2021 through June 30, 2022
Fiscal Year 2022-23 \$ 900,082 July 1, 2022 through June 30, 2023
Fiscal Year 2023-24 \$ 780,923 July 1, 2023 through June 30, 2024

Initial Here

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

- A. This Contract is effective as of July 1, 2020 and expires June 30, 2024, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

XIII. CONCLUSION

3. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

continued on next page

ATTACHMENTS

Attachment A – Amended Work Plan for FY 23-24

Attachment B – Amended Program Budget for FY 23-24

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

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

MOSES HOUSE MINISTRIES

Legal Entity

▶ _____
Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Matthew Coughlin
Printed Name

Executive Director
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

▶ _____
Dawn Martin
Commission Counsel

Date

**Presented to Commission for
Signature**

▶ _____
Karen E. Scott
Executive Director

Date

Contract #:	FS081 A1	Attachment A
Strategic Priority Area & Goals:	Family Support	
Investment Area:	Direct Services, System Level Effort Community Capacity Building.	



Agency Name:	Moses House Ministries	Service Area:	Adelanto, Apple Valley, Hesperia & Victorville
Program Name:	Nurturing Families Program	Period:	July 1, 2023, to June 30, 2024

Expectations	Increase parenting competencies & family self-sufficiency through a dual immersion of parenting classes & structured case management. Services will be provided in <i>Adelanto, Apple Valley, Hesperia, and Victorville</i> . 110 per year will exit out of the high-risk range in all constructs or demonstrate an average improvement of 1.5 sten scores from AAPI & reach a status of at least “safe” on all 19 indicators of the TCM in Persimmony.				
Outcomes	Parents provide developmentally appropriate care, have the capacity & resources to thrive, & ensure children are free from abuse & neglect.				
Objective/ Goal/Measure	Activity/ Description	Activity Dosage/ Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
AAPI Assessment	Parents complete the AAPI A assessment to determine the risk: <ul style="list-style-type: none"> Low risk – Exit program. Medium risk – Enrolled in the program. High risk – Enrolled in the program. Upon completion of the program: <ul style="list-style-type: none"> AAPI B Assessment scored all low risk 	Assessment	Monthly	AAPI A Assessment - Low risk – Aggregated data entry into Persimmony - Medium or high-risk – To be enrolled in the program. AAPI B Assessment - At program completion	Narrative report of success & or challenges
Parent Education	Utilize Nurturing Families Infant-19 curriculum to build upon parenting skills to reduce incidence of child abuse & neglect.	Total of 16 sessions.	Monthly	Core data entry into Persimmony	Narrative report of success & or challenges
Case Management	Utilize case management assessment of families’ strengths & concerns as identified in the Targeted Case Management (TCM) in Persimmony.	Minimum one session per month	Monthly	TCM Assessment (Persimmony entry) - TCM 1at Intake - TCM 2 at Exit	Narrative report of success & or challenges
Child Enrichment	Provide developmentally appropriate activities for children in accordance with Nurturing Families Infant-19 Curriculum.	Per Child	Quarterly	Aggregate data	Narrative report of success & or challenges

Any client without services over 90 days, is automatically marked dropped in Persimmony.

Agency Rep Name:		Data Type:	Quantitative, Qualitative, Assessing Parenting.		
Agency Signature:		Reporting Period:	Monthly & Quarterly	Due: By the 15 th of the following month	
Date Signed		Fiscal Year:	2023-2024		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	Moses House Ministries	DIRECTOR:	Matthew Coughlin	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Nurturing Families	PROGRAM DIRECTOR:	Bertha Miramontes	TOTAL BUDGET:	780,923
INITIATIVE:	F CSP-E	FINANCE OFFICER:	Matthew Coughlin	RFP/CONTRACT #:	FS081 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	Matthew Coughlin	Executive Director	0.50	39.00	1040	21%	40,560	8,518	49,078	98,155	50%	Executive Director oversees program activities and personnel, responsible for program design and modification, reports to First 5, maintains program compliance, monitors all fiscal reporting. Responsible for all sustainability and expansion plans of project.
2	Bertha Miramontes	Program Director	0.85	33.50	1768	21%	59,228	12,438	71,666	84,313	85%	Program Director supervises all program activities and personnel. Provides program staff training, responsible for program implementation, prepares program reports to First 5, maintains program compliance, ensures NPP fidelity. Responsible for program marketing and outreach coordination. Supports Executive Director in sustainability and expansion efforts.
3	Patrick Keightley	Data Administrator	1.00	20.00	2080	21%	41,600	8,736	50,336	50,336	100%	Data Administrator is responsible for ensuring contract and organizational databases are maintained and accurate. Responsible for aggregate reporting and updating participant records to First 5 through persimmony. Responsible for data input of documentation for outcome and management reporting provided by program staff.
4	TBD	Intake/ Reception	0.75	20.00	1560	21%	31,200	6,552	37,752	50,336	75%	Intake/ Receptionist is responsible for collecting intake documents for potential participants. Responsible for all front-office reception tasks.
5	Amanda Baxley	Bookkeeper	0.85	22.00	1768	21%	38,896	8,168	47,064	55,370	85%	Bookkeeper maintains financial records, posts receipts and information to binders for review, responsible for fiscal reporting to First 5 through persimmony, responsible for payroll reporting and maintains human resource compliance.



FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET
 FISCAL YEAR: 2023-2024

ORGANIZATION:	Moses House Ministries	DIRECTOR:	Matthew Coughlin	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Nurturing Families	PROGRAM DIRECTOR:	Bertha Miramontes	TOTAL BUDGET:	780,923
INITIATIVE:	FCSP-E	FINANCE OFFICER:	Matthew Coughlin	RFP/CONTRACT #:	FS081 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
6	Alexandra Gurneal Parenting Facilitator 1	1.00	22.00	2080	21%	45,760	9,610	55,370	55,370	100%	Parenting Facilitator 1 leads multiple 16 session NF groups for medium and high-risk participants, coordinates classes with Childcare Facilitators. Coordinates and prepares printed materials for classes. Is responsible for recruiting, enrolling, and coordinating follow-up and one-on-one sessions as appropriate. Responsible for all documentation utilized for outcomes and management reporting. Purchases and prepares supplies for meals/snacks during group sessions.
7	Adriana Negreros Parenting Facilitator 2	1.00	22.00	2080	21%	45,760	9,610	55,370	55,370	100%	groups for medium and high-risk participants, coordinates classes with Childcare Facilitators. Coordinates and prepares printed materials for classes. Is responsible for recruiting, enrolling, and coordinating follow-up and one-on-one sessions as appropriate. Responsible for all documentation utilized for outcomes and management reporting. Purchases and prepares
8	Shadidi Carmon Childcare Facilitator 1	1.00	22.00	2080	21%	45,760	9,610	55,370	55,370	100%	Childcare Facilitator 1 will teach children the same concepts that parents learn in their sessions as provided within the Nurturing Families Curriculum for Child Enrichment Sessions. Is responsible for developing and coordinating parent/child interactive activities. Is responsible for conducting ASQ's for children participating in Nurturing Families Program and coordinating with Case Managers for referrals for children with developmental delays. Will be responsible for caring for children while participants receive Case Management sessions. Supervises and directs Childcare Assistant.



FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET
 FISCAL YEAR: 2023-2024

ORGANIZATION:	Moses House Ministries	DIRECTOR:	Matthew Coughlin	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Nurturing Families	PROGRAM DIRECTOR:	Bertha Miramontes	TOTAL BUDGET:	780,923
INITIATIVE:	FCSP-E	FINANCE OFFICER:	Matthew Coughlin	RFP/CONTRACT #:	FS081 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
9	TBD Childcare Facilitator 2	1.00	22.00	2080	21%	45,760	9,610	55,370	55,370	100%	Childcare Facilitator 2 will teach children the same concepts that parents learn in their sessions as provided within the Nurturing Families Curriculum for Child Enrichment Sessions. Is responsible for developing and coordinating parent/child interactive activities. Is responsible for conducting ASQ's for children participating in Nurturing Families Program and coordinating with Case Managers for referrals for children with developmental delays. Will be responsible for caring for children while participants receive Case Management sessions. Supervises and directs Childcare Assistant.
10	TBD Childcare Assistant	0.50	18.00	1040	15%	18,720	2,808	21,528	43,056	50%	Childcare Assistant will work with Childcare Facilitators 1 and 2 offering general support for Child Enrichment Sessions in order to balance child to facilitator ratios. Works with younger children who cannot participate in Child Enrichment Sessions. This position does not Facilitate Childcare.
11	TBD Case Manager 1	0.85	22.00	1768	21%	38,896	8,168	47,064	55,370	85%	Case Manager 1 is responsible for conducting initial intake and assessment for participants utilizing AAPI and TCM. Works closely with Parent Facilitators to ensure participants are grouped according to like assessment scores for group sessions. Conducts regular Case Management sessions with participants and develops Family Empowerment Plan. Responsible for all documentation utilized for outcomes and management reporting. Responsible for arranging Client Transportation needs as appropriate. Provides referral linkage and tracking for participants.



FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET
 FISCAL YEAR: 2023-2024

ORGANIZATION:	Moses House Ministries	DIRECTOR:	Matthew Coughlin	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Nurturing Families	PROGRAM DIRECTOR:	Bertha Miramontes	TOTAL BUDGET:	780,923
INITIATIVE:	FCSP-E	FINANCE OFFICER:	Matthew Coughlin	RFP/CONTRACT #:	FS081 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
12	Jamie Wright Case Manager 2	0.85	22.00	1768	21%	38,896	8,168	47,064	55,370	85%	Case Manager 2 is responsible for conducting initial intake and assessment for participants utilizing AAPI and TCM. Works closely with Parent Facilitators to ensure participants are grouped according to like assessment scores for group sessions. Conducts regular Case Management sessions with participants and develops Family Empowerment Plan. Responsible for all documentation utilized for outcomes and management reporting. Responsible for arranging Client Transportation needs as appropriate. Provides referral linkage and tracking for participants.
Total Salaries & Benefits						\$ 491,036	\$ 101,994	\$ 593,030	\$ 713,783		



FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

FISCAL YEAR: **2023-2024**

ORGANIZATION:	Moses House Ministries	DIRECTOR:	Matthew Coughlin	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Nurturing Families	PROGRAM DIRECTOR:	Bertha Miramontes	TOTAL BUDGET:	780,923
INITIATIVE:	FCSP-E	FINANCE OFFICER:	Matthew Coughlin	RFP/CONTRACT #:	FS081 A1

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Program Materials/supplies	0%	\$ 3,000	Nurturing Families curriculum requires materials for participants, including certificates, and materials for class binders. Designated for participant materials and classroom supplies.
2	Participant supports/ incentives	1%	\$ 5,500	Participant Supports/ incentives refers to incentives like car seats, high chairs, toys or other child or self-care items of their choice upon successful completion of the NFP programs. Budget reflects estimates up to \$50 per graduate up to 110 participants.
3	Participant Transportation	0%	\$ 2,000	Participant transportation include individual bus passes or other minor transportation arrangements in order to remove transportation barriers for participants actively engaged in the program.
4	Staff Development and Training	1%	\$ 5,700	Staff Development and training is available to ensure staff remain current in areas relevant to their position and this project, including Child Development, Case Management training, NF facilitator training for cross-training staff as necessary, team development, etc.
5	Advertisements	1%	\$ 4,000	Advertisements for participant recruitment, including radio advertising, brochures, posters, and other print and marketing materials.
6	Printing	1%	\$ 4,000	In-house and outsourced printing/copying of materials for Nurturing Families and Case Management materials and other program related work. Participants compile notebooks of activities and nutritious snacks for home-practice with their children.
7	Postage	0%	\$ 500	Postage will be utilized for correspondence with participants enrolled in both Nurturing Families Programs and Case Management. Postage may also be utilized for correspondence to First 5.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	Moses House Ministries	DIRECTOR:	Matthew Coughlin	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Nurturing Families	PROGRAM DIRECTOR:	Bertha Miramontes	TOTAL BUDGET:	780,923
INITIATIVE:	FCSP-E	FINANCE OFFICER:	Matthew Coughlin	RFP/CONTRACT #:	FS081 A1

8	Office Supplies	0%	\$ 3,200	Costs based on office supplies utilized for Nurturing Families Sessions, Case Management, preparing fiscal required documents for First 5 and supportive services.
9	Office Equipment	1%	\$ 4,500	Office equipment reflects a portion of the lease cost for printer/copier, reflecting percentage of use for Nurturing Families Programs, Case Management, and fiscal department for reporting.
10	Rent/Lease Building	4%	\$ 33,000	3000 square foot office building will be utilized for Nurturing Families Group Sessions, Case Management appointments, and Childcare, as well as provide office space for program and administrative staff.
11	Building/ Equipment Maintenance	0%	\$ 500	Provides for minor repairs of facility and classroom equipment.
12	Utilities	2%	\$ 16,000	Utilities include: electricity, gas, water/waste, telephone, internet, and cellular plan for program phones utilized for home-visits and communication with program participants.
13	Insurance/ Taxes/ Licenses	2%	\$ 16,000	Insurance includes: property, umbrella, vehicle, and Directors and Officers, Cyber and Sexual Misconduct insurance. Taxes includes personal property use tax.
14	Professional Services/ Consultants	1%	\$ 10,000	Professional services include Annual Audit, DOJ fingerprinting, and Payroll processing fees.
	Total Services & Supplies		\$ 107,900	

III. FOOD

Event(s):	TOTAL F5SB BUDGET	Description/Justification:
1 Food for class meetings	4,000	Parents learn simple, yet healthy snack and meal ideas during Nurturing Families. Food purchases average \$25 per session.
Total Food	\$ 4,000	

IV. TRAVEL



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	Moses House Ministries	DIRECTOR:	Matthew Coughlin	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Nurturing Families	PROGRAM DIRECTOR:	Bertha Miramontes	TOTAL BUDGET:	780,923
INITIATIVE:	FCSP-E	FINANCE OFFICER:	Matthew Coughlin	RFP/CONTRACT #:	FS081 A1

	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1		Employee Mileage/ Travel	5,000	Parenting Facilitators and Case Managers will offer home-based follow-up and Case Management to participants requiring additional support. Group based classes are conducted through the community sharing sites with community partners. Mileage will cover staff travel to community-based sites outside of normal travel to the office for classes and meetings.
	Total Travel		5,000	
V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:
1				
	Total Subcontractors		-	
VI. INDIRECT COSTS				
	Percent:	10%	70,993	Allocating 10% for indirect costs is crucial to support administrative functions, infrastructure, technology, compliance, and overhead expenses. This ensures effective project management, facilitates resource allocation, and promotes transparency and accountability. With this allocation, we can maintain a conducive working environment, enable efficient data management, adhere to compliance requirements, and cover essential overhead expenses. Including 10% for indirect costs optimizes project operations, and ultimately contributes to the successful achievement of project goals.
	Basis:			
	Total Indirect Costs		70,993	
TOTAL FIRST 5 BUDGET			\$ 780,923	



Program Outline Document 2023-2024

AGENCY INFORMATION

		Contract #:	<u>FS081 A1</u>
Legal Entity:	<u>Moses House Ministries</u>		
Dept./Division:	<u>N/A</u>		
Project Name:	<u>Nurturing Families Program</u>		
Program Site Address:	<u>14281 7th Street, Victorville, CA 92395</u>	Client Referral Phone #	<u>(760) 955-1895</u>

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name:	<u>Matthew Coughlin</u>	Title:	<u>Executive Director</u>
Address:	<u>PO Box 2033 Victorville, CA 92393</u>	Direct Phone #:	<u>(760) 955-1895 ext. 150</u>
E- Mail:	<u>matt@moseshouse.org</u>	Fax #:	<u>(760) 955-1303</u>

CONTRACT REPRESENTATIVE

Name:	<u>Matthew Coughlin</u>	Title:	<u>Executive Director</u>
Address:	<u>PO Box 2033 Victorville, CA 92393</u>	Direct Phone #:	<u>(760) 955-1895 ext. 150</u>
E- Mail:	<u>matt@moseshouse.org</u>	Fax #:	<u>(760) 955-1303</u>

PROGRAM CONTACT

Name:	<u>Matthew Coughlin</u>	Title:	<u>Executive Director</u>
Address:	<u>PO Box 2033 Victorville, CA 92393</u>	Direct Phone #:	<u>(760) 955-1895 ext. 150</u>
E- Mail:	<u>matt@moseshouse.org</u>	Fax #:	<u>(760) 955-1303</u>

FISCAL CONTACT

Name:	<u>Matthew Coughlin</u>	Title:	<u>Executive Director</u>
Address:	<u>PO Box 2033 Victorville, CA 92393</u>	Direct Phone #:	<u>(760) 955-1895 ext. 150</u>
E-Mail:	<u>matt@moseshouse.org</u>	Fax #:	<u>(760) 955-1303</u>

ADDITIONAL CONTACT (Describe): Program

Name:	<u>Bertha Miramontes</u>	Title:	<u>Program Director</u>
Address:	<u>For Staff Analyst use only.</u>	Direct Phone #:	<u>(760) 955-1895 ext. 112</u>
E-Mail	<u>bertha@moseshouse.org</u>	Fax #:	<u></u>
	<u></u>		<u></u>
	<u></u>		<u></u>

PROGRAM INFORMATION

TYPE OF AGENCY Community-Based

Describe: Non Profit

PROGRAM DESCRIPTION

This **Centered-based (Group)** and **Home-based** program utilizes **Nurturing Parenting** curriculum as the primary service coupled with structured case management to determine risk/assess a family’s needs for family support services. Services will be provided in *Adelanto, Apple Valley, Hesperia, and Victorville*. 110 participants per year will exit out of the high-risk range in all constructs or demonstrate an average improvement of 1.5 sten scores from AAPI & reach a status of at least “safe” on all 19 indicators of the TCM in Persimmony.

REGION
Adelanto, Apple Valley,
Hesperia and Victorville

STRATEGIC PRIORITY AREA & GOAL

- Child Health Quality Early Learning Family Support

INVESTMENT AREA

- Direct Services Systems Level Efforts Supportive Strategies

ASSIGNED ANALYST:

Alexandra Gutierrez SAI

ASSIGNED ACCOUNTANT:

Willmar Gultom Accountant II

ASSIGNED EVALUATOR:

Ray Salamat SAI Evaluation

PROCUREMENT TYPE:

- Competitive Non-Competitive
Choose an item.

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2020-2021	\$ 837,540	\$	\$ 837,540
2021-2022	\$ 868,454	\$	\$ 868,454
2022-2023	\$ 900,082	\$	\$ 900,082
2023-2024	\$	\$780,923	\$ 780,923
Total	\$	\$	\$3,386,999

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

<i>FOR COMMISSION USE ONLY</i>				
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 50000374	SC	Dept. 903	A
Organization Children and Families Commission			Contract Number FS079 A1	
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706	Total Contract Amount \$818,245
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, 2020	Contract End Date June 30, 2024	Original Amount \$611,546	Amendment Amount \$206,699
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1006513	Amount \$206,699
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use Chino Valley TYKES Nurturing Parenting Program(NPP) FCSP-E	FY 23-24	Estimated Payment Amount \$206,699	I/D I	Total by Fiscal Year FY Amount I/D _____

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

Legal Name (hereinafter called the Contractor)

Chino Valley Unified School District

Department/Division

Health Services/Child Development

Address

5130 Riverside Drive

Chino, CA 91710

Phone

(909) 628-1201 Ext. 8918

Federal ID No.

95-6000586

Program Address (if different from legal address):

12970 Third Street

Chino, CA 91710

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

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 818,245 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Auditor-Controller/Treasurer Tax Collector Use Only

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

Fiscal Year 2020-21	\$ <u>196,174</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>203,757</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>211,615</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>206,699</u>	July 1, 2023 through June 30, 2024

Initial Here

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

- A. This Contract is effective as of July 1, 2020 and expires June 30, 2024, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

XIII. CONCLUSION

3. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

continued on next page

ATTACHMENTS

Attachment A – Amended Work Plan for FY 23-24

Attachment B – Amended Program Budget for FY 23-24

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Legal Entity

▶ _____
Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Norm Enfield, Ed.D
Printed Name

Superintendent
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

▶ _____
Dawn Martin
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date

Contract #:	FS079 A1	Attachment A
Strategic Priority Area & Goals:	Family Support	
Investment Area:	Direct Services, System Level Effort Community Capacity Building	



Agency Name:	Chino Valley Unified School District	Service Area:	West End, Chino Valley, Ontario
Program Name:	TYKES Nurturing Families Program (NFP)	Period:	July 1, 2023, to June 30, 2024

Expectations	Increase parenting competencies and family self-sufficiency through a dual immersion of parenting classes & structured case management. 70 participants will exit out of the high-risk range in all constructs or demonstrate an average improvement of 1.5 sten scores from AAPI and reach a status of at least “safe” on all indicators of the TCM in Persimmony.				
Outcomes	Parents provide developmentally appropriate care, have the capacity & resources to thrive, & ensure children are free from abuse & neglect.				
Objective/ Goal/Measure	Activity/ Description	Activity Dosage/ Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
AAPI Assessment	Parents complete the AAPI A assessment to determine the risk: <ul style="list-style-type: none"> Low risk – Exit program. Medium risk – Enrolled in the program. High risk – Enrolled in the program. Upon completion of the program: <ul style="list-style-type: none"> AAPI B Assessment scored all low risk 	Assessment	Monthly	AAPI A Assessment - Low risk – Aggregated data entry into Persimmony - Medium or high-risk – To be enrolled in the program. AAPI B Assessment - At program completion	Narrative report of success & or challenges
Parent Education	Utilize Nurturing Families Program (NFP) curriculum to build upon parenting skills to reduce the incidence of child abuse & neglect.	Total of 16 sessions.	Monthly	Core data entry into Persimmony	Narrative report of success & or challenges
Case Management	Utilize case management assessment of families’ strengths & concerns as identified in the Targeted Case Management (TCM) in Persimmony.	Minimum one session per month	Monthly	TCM Assessment (Persimmony entry) - TCM 1at Intake - TCM 2 at Exit	Narrative report of success & or challenges
Child Enrichment	Provide developmentally appropriate activities for children in accordance with the selected Nurturing Families Program (NFP) Curriculum.	Per Child	Quarterly	Aggregate data	Narrative report of success & or challenges

Any client without services over 90 days, is automatically marked dropped in Persimmony.

Agency Rep Name:	Norm Enfield, Ed.D.	Data Type:	Quantitative, Qualitative, Assessing Parenting.		
Agency Signature:		Reporting Period:	Monthly & Quarterly	Due: By the 15 th of the following month	
Date Signed		Fiscal Year:	2023-2024		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	Chino Valley Unified School District	DIRECTOR:	Katrina Gomez, DSW	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	TYKES NFP	PROGRAM DIRECTOR:	Liz Lara	TOTAL BUDGET:	206,699
INITIATIVE:	Family & Community Support & Partnership-Expansion	FINANCE OFFICER:	Liz Lara	RFP/CONTRACT #:	FS079 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	Liz Lara Family Service Program Specialist	0.19	46.00	395	45%	18,170	8,159	26,329	138,645	19%	The Program Specialist will oversee staff, monitor the subcontractor; attend collaborative meetings; complete all monthly/quarterly program and fiscal reports; purchase materials/supplies as needed and submit Board agenda information.
2	Lucero Baeza Grant Support Specialist	0.50	25.93	1040	58%	26,968	15,541	42,509	85,019	50%	The Grant Support Specialist will provide clerical support; assist with outreach; answer public inquiries; enter intake, assessment, evaluation data into Persimmony; assist with monthly/quarterly program and fiscal reports; and purchase materials and supplies as needed.
3	Maria DeLaTorre Child Care Specialist/Facilitator	0.64	19.71	1330	75%	26,216	19,763	45,978	71,906	64%	The Child Care Specialist will plan, implement and oversee weekly NFP lessons/activities for children of program participants; will work with CS leaders to provide quality childcare for children 0-5. The Specialist will be NFP certified and assist with programming as needed.
Total Salaries & Benefits						\$ 71,354	\$ 43,463	\$ 114,817	\$ 295,570		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	Chino Valley Unified School District	DIRECTOR:	Katrina Gomez, DSW	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	TYKES NFP	PROGRAM DIRECTOR:	Liz Lara	TOTAL BUDGET:	206,699
INITIATIVE:	Family & Community Support & Pa	FINANCE OFFICER:	Liz Lara	RFP/CONTRACT #:	FS079 A1

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Program Materials & Supplies	1%	\$ 1,500	Items related to program delivery, such as NFP workbooks and materials for children's programming
2	Printing	1%	\$ 1,300	Duplication and reprographics cost for NFP workbooks, brochures, and flyers
3	Office Supplies	0%	\$ 500	Copy paper, file folders, printer supplies, envelopes, binders, etc
4	Program Incentives	1%	\$ 2,500	Incentives (infant toddler car seats and family game baskets) are to be provided for participants successfully completing the NFP program. Approximately \$50 per basket or car seat. Participant signature indicating incentive has been received will be provided with fiscal backup.
Total Services & Supplies			\$ 5,800	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
			-	
Total Food			\$ -	
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
Total Travel			-	
V. SUBCONTRACTORS				



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	Chino Valley Unified School District	DIRECTOR:	Katrina Gomez, DSW	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	TYKES NFP	PROGRAM DIRECTOR:	Liz Lara	TOTAL BUDGET:	206,699
INITIATIVE:	Family & Community Support & Pa	FINANCE OFFICER:	Liz Lara	RFP/CONTRACT #:	FS079 A1

	Organization Name:	TOTAL F5SB BUDGET	Description/Justification:
1	City of Chino	81,000	Subcontractor will hire 2 part-time parent facilitators/case
	Total Subcontractors	81,000	
VI. INDIRECT COSTS			
	Percent: Amount was calculated at 3.48% for year 22/23. It is unknown at this time what	5,082	Indirect rate is set by the county for each school district
	Basis: the county approved LEA rate will be for 2023/2024		
	Total Indirect Costs	5,082	
TOTAL FIRST 5 BUDGET		\$ 206,699	

PROGRAM INFORMATION

TYPE OF AGENCY Educational Institution

Describe: School District K-12

PROGRAM DESCRIPTION

TYKES NFP is a community collaborative designed to provide intensive parent education and case management support to parents and caregivers of children 0-5 living in the West End. Utilizing District-funded resource centers, TYKES facilitates NFP (**Prenatal Families and Infants, Toddlers and Preschoolers**) Group and **Home** sessions and determine risk/assess family need. 70 participants will exit out of the high-risk range in all constructs or demonstrate an average improvement of 1.5 sten scores from AAPI and reach a status of at least “safe” on all indicators of the TCM in Persimmony.

REGION
West End, Chino Valley, Ontario

STRATEGIC PRIORITY AREA & GOAL Child Health Quality Early Learning Family Support

INVESTMENT AREA Direct Services Systems Level Efforts Supportive Strategies

ASSIGNED ANALYST: Alexandra Gutierrez, SAll

ASSIGNED ACCOUNTANT: Willmar Gultom, Accountant II

ASSIGNED EVALUATOR: Ray Salamat, SAll Evaluation

PROCUREMENT TYPE: Competitive Non-Competitive
Choose an item.

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2020-2021	\$ 196,174	\$	\$196,174
2021-2022	\$ 203,757	\$	\$203,757
2022-2023	\$ 211,615	\$	\$211,615
2023-2024	\$	\$206,699	\$206,699
Total	\$	\$	\$ 818,245

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

<i>FOR COMMISSION USE ONLY</i>				
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 10006643	SC	Dept. 903	A
Organization Children and Families Commission				Contract Number FS082 A1
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706	Contractor's License No.
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:			Total Contract Amount \$3,166,416	
If not encumbered or revenue contract type, provide reason: _____				
Commodity Code 95200	Contract Start Date July 1, 2020	Contract End Date June 30, 2024	Original Amount 2,447,010	Amendment Amount \$719,406
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1006513	Amount \$719,406
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use		Estimated Payment Total by Fiscal Year		
		FY	Amount	I/D
		23-24	\$719,406	I
Nurturing Parenting & Matrix				
Outcomes Model				
NPP-MOM				

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)

Reach Out

Department/Division

Youth and Family Wellness Department

Address

1126 W. Foothill Blvd. Suite 250

Upland, CA 91786

Phone

(909) 982-8641

Federal ID No.

95-2642747

Program Address (if different from legal address):

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

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 3,166,416 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Auditor-Controller/Treasurer Tax Collector Use Only

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

Fiscal Year 2020-21	\$ <u>815,670</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>815,670</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>815,670</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>719,406</u>	July 1, 2023 through June 30, 2024

Initial Here

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

- A. This Contract is effective as of July 1, 2020 and expires June 30, 2024, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

XIII. CONCLUSION

- 3. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

continued on next page

ATTACHMENTS

Attachment A – Amended Work Plan for FY 23-24

Attachment B – Amended Program Budget for FY 23-24

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

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

REACH OUT

Legal Entity

▶ _____
Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Diana Fox
Printed Name

Executive Director
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

▶ _____
Dawn Martin
Commission Counsel

Date

**Presented to Commission for
Signature**

▶ _____
Karen E. Scott
Executive Director

Date

Contract #:	FS082 A1			Attachment A
Strategic Priority Area & Goals:	Family Support			
Investment Area:	Direct Services, System Level Effort Community Capacity Building			



Agency Name:	Reach Out	Service Area:	West End Region	
Program Name:	Nurturing Families Program (NFP)	Period:	July 1, 2023 to June 30, 2024	

Expectations	Increase parenting competencies and family self-sufficiency through a dual immersion of parenting classes and structured case management. Enroll 150 participants with a minimum of 80% will exit out of the high-risk range in all constructs or demonstrate an average improvement of 1.5 sten score from AAPI and reach a status of at least “safe” on all indicators of the TCM in Persimmony.				
Outcomes	Parents provide developmentally appropriate care, have the capacity & resources to thrive, & ensure children are free from abuse & neglect.				
Objective/ Goal/Measure	Activity/Description	Activity Dosage/ Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
AAPI Assessment	Parents complete the AAPI A assessment to determine the risk: <ul style="list-style-type: none"> Low risk – Exit program. Medium risk – Enrolled in the program. High risk – Enrolled in the program. Upon completion of the program: <ul style="list-style-type: none"> AAPI B Assessment scored all low risk 	Assessment	Monthly	AAPI A Assessment - Low risk – Aggregated data entry into Persimmony - Medium or high-risk – To be enrolled in the program. AAPI B Assessment At program completion	Narrative report of success & or challenges
Parent Education	Utilize Nurturing Families Program (NFP) curriculum to build upon parenting skills to reduce the incidence of child abuse & neglect.	Total of 16 sessions.	Monthly	Core data entry into Persimmony	Narrative report of success & or challenges
Case Management	Utilize case management assessment of families’ strengths & concerns as identified in the Targeted Case Management (TCM) in Persimmony.	Minimum one session per month	Monthly	TCM Assessment (Persimmony entry) - TCM 1at Intake TCM 2 at Exit	Narrative report of success & or challenges
Child Enrichment	Provide developmentally appropriate activities for children in accordance with the selected Nurturing Families Program (NFP) Curriculum.	Per Child	Quarterly	Aggregate data	Narrative report of success & or challenges

Any client without services over 90 days, is automatically marked dropped in Persimmony.

Agency Rep Name:	Diana Fox	Data Type:	Quantitative, Qualitative, Assessing Parenting.		
Agency Signature:		Reporting Period:	Monthly & Quarterly	Due: By the 15 th of the following month	
Date Signed		Fiscal Year:	2023-2024		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR:**

2023-2024

ORGANIZATION:	Reach Out	DIRECTOR:	Diana Fox	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Nurturing Families Program (NFP)	PROGRAM DIRECTOR:	Sophia Juarez	TOTAL BUDGET:	719,406
INITIATIVE:	Youth and Family Wellness Department	FINANCE OFFICER:	Susan Vacko	RFP/CONTRACT #:	FS082 A1

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB 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	Sophia Juarez	0.25	46.73	520	19%	24,300	4,617	28,917	115,666	25%	Responsible for the development and implementation of programs that directly support the well-being of the families and youth living in the Inland Region. This position provides oversight of this program, coordinates with First 5 on programmatic issues, is responsible for evaluations and observations to ensure fidelity of the program, and works closely with program managers and program coordinators to ensure that policies and procedures are implemented.
2	Alejandra Arias	0.50	34.57	1040	20%	35,953	7,191	43,143	86,287	50%	The Program Manager will develop and/or expand relationships with community partners to provide outreach and recruit new participants. This position is utilized to run the day-to-day of the NPP. PMs are directly responsible for schedules, evaluations, observations, class sites, procedures, policies, training, reflective supervision, and program fidelity (NPP Certified). They will also locate appropriate settings for service delivery throughout the proposed service areas. The PMs also oversee site coordination and data collection from the Parent Facilitators to align services and coordinate partnerships across all service areas. The PMs will review data for completion/thoroughness, and prepare original documents for submission, and attend meetings as needed.
3	Gricelda Ramirez	0.50	28.27	1040	27%	29,401	7,938	37,339	74,678	50%	The Program Coordinator II supports the Program Manager in all aspects of that position excluding the supervision of program staff.
4	Linda Baltazar	1.00	25.16	2080	20%	52,333	10,467	62,799	62,799	100%	The YFW Facilitators run the NPP classes, perform case management, provide childwatch, and observe and evaluate each class participant. Documentation for each class member is the responsibility of the facilitator. Facilitators are responsible for each lesson plan for every class along with any supplemental materials that are useful and effective. Facilitators are required to make each class and case management session engaging and interactive. They ensure the children also receive developmentally appropriate instruction and that lessons are aligned with lessons for the parents.
5	Alyssa Bernardino	1.00	23.01	2080	25%	47,861	11,965	59,826	59,826	100%	The YFW Facilitators run the NPP classes, perform case management, provide childwatch, and observe and evaluate each class participant. Documentation for each class member is the responsibility of the facilitator. Facilitators are responsible for each lesson plan for every class along with any supplemental materials that are useful and effective. Facilitators are required to make each class and case management session engaging and interactive. They ensure the children also receive developmentally appropriate instruction and that lessons are aligned with lessons for the parents.
6	Nancy Hernandez	1.00	23.01	2080	15%	47,861	7,179	55,040	55,040	100%	The YFW Facilitators run the NPP classes, perform case management, provide childwatch, and observe and evaluate each class participant. Documentation for each class member is the responsibility of the facilitator. Facilitators are responsible for each lesson plan for every class along with any supplemental materials that are useful and effective. Facilitators are required to make each class and case management session engaging and interactive. They ensure the children also receive developmentally appropriate instruction and that lessons are aligned with lessons for the parents.



FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024

ORGANIZATION:	Reach Out	DIRECTOR:	Diana Fox	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Nurturing Families Program (NFP)	PROGRAM DIRECTOR:	Sophia Juarez	TOTAL BUDGET:	719,406
INITIATIVE:	Youth and Family Wellness Department	FINANCE OFFICER:	Susan Vacko	RFP/CONTRACT #:	FS082 A1

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
7	Selena Latzke YFW Facilitator (WE)	1.00	23.01	2080	18%	47,861	8,646	56,507	56,507	100%	The YFW Facilitators run the NPP classes, perform case management, provide childcare, and observe and evaluate each class participant. Documentation for each class member is the responsibility of the facilitator. Facilitators are responsible for each lesson plan for every class along with any supplemental materials that are useful and effective. Facilitators are required to make each class and case management session engaging and interactive. They ensure the children also receive developmentally appropriate instruction and that lessons are aligned with lessons for the parents.
8	Kristine Santos YFW Facilitator (WE)	1.00	23.01	2080	19%	47,861	9,094	56,954	56,954	100%	The YFW Facilitators run the NPP classes, perform case management, provide childcare, and observe and evaluate each class participant. Documentation for each class member is the responsibility of the facilitator. Facilitators are responsible for each lesson plan for every class along with any supplemental materials that are useful and effective. Facilitators are required to make each class and case management session engaging and interactive. They ensure the children also receive developmentally appropriate instruction and that lessons are aligned with lessons for the parents.
9	TBH YFW Facilitator (WE)	0.50	23.01	1040	20%	23,930	4,786	28,716	57,433	50%	Position will support the director and program manager with data entry, clerical support, and assisting staff with childcare, scheduling, mailings, and meeting logistics. This will help the management team focus on higher-level priorities of FCSP and on FCSP-E collaborative.
10	Liliana Leon Program Support Specialist (WE)	1.00	21.82	2080	20%	45,386	9,077	54,463	54,463	100%	The Director of Learning & Evaluation works with staff in all departments to assess service delivery and outcomes, and helps make data-informed decisions. For the past ten years, Linda has been conducting research and evaluation in the areas of child welfare and mental health, older adult care, occupational health, and broadening access to higher education, in academia and in the private sector.
11	Linda Lee Learning & Evaluation Administrator (WE)	0.15	53.84	312	18%	16,798	3,024	19,822	132,145	15%	The Program Manager will develop and/or expand relationships with community partners to provide outreach and recruit new participants. This position is utilized to run the day-to-day of the NPP. PMs are directly responsible for schedules, evaluations, observations, class sites, procedures, policies, training, reflective supervision, and program fidelity (NPP Certified). They will also locate appropriate settings for service delivery throughout the proposed service areas. The PMs also oversee site coordination and data collection from the Parent Facilitators to align services and coordinate partnerships across all service areas. The PMs will review data for completion/thoroughness, and prepare original documents for submission, and attend meetings as needed.
Total Salaries & Benefits						\$ 419,543	\$ 83,983	\$ 503,526	\$ 811,798		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	Reach Out	DIRECTOR:	Diana Fox	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Nurturing Families Program (NFP)	PROGRAM DIRECTOR:	Sophia Juarez	TOTAL BUDGET:	719,406
INITIATIVE:	Youth and Family Wellness Department	FINANCE OFFICER:	Susan Vacko	RFP/CONTRACT #:	FS082 A1

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	CHILD CARE SUPPLIES (5001.3)	0%	\$ 2,000	Items needed for childcare such as diapers and developmentally-appropriate educational toys.
2	PARTICIPANT INCENTIVES (5002)	1%	\$ 5,000	Incentives to increase recruitment, retention and graduation rates.
3	TELEPHONE/COMMUNICATIONS (5004)	1%	\$ 6,500	7.9 budgeted FTE's at \$50/mo for smartphone allowance, allocated landline, internet and fax, virtual meeting platform(s) at approximately \$145 per month
4	POSTAGE/MAILING (5005)	0%	\$ 1,000	Mailings to engage current and former program participants in classes (reminders) and for quarterly reports.
5	ADVERTISING/PROMOTIONAL (5006)	3%	\$ 20,000	PeachJar, print ads, geo-fencing, social media boosting to promote parenting classes, both in the West End. Will be 100% FCSP-focused.
6	OFFICE/FACILITATOR SUPPLIES (5010.4)	1%	\$ 6,000	General supplies for facilitators, data collection and administrative tasks. May include printer paper, file folders, waste baskets, note pads, staplers, scissors, binders, binder tabs, tape and other items.
7	CURRICULUM MATERIALS (5011)	1%	\$ 10,000	Curriculum costs and costs for the quarterly events (includes use of copier for printing curriculum and other program related documents).
8	PARTICIPANT TRANSPORTATION (5012.1)	0%	\$ 200	Will be utilized to remove transportation barriers for program participants in the form of bus passes where feasible.
9	OFFICE SPACE RENTAL/LEASE (5017)	4%	\$ 30,000	Office space to be utilized by program staff and as meeting locations for programming (Upland \$2,500 per month)
10	PROGRAM RELATED TRAINING (5020)	0%	\$ 2,500	Staff training that will increase fidelity and efficacy to program model such as Facilitator Training for NPP, Positive Youth Development, Trauma-Informed Care, Mental Health First Aid.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	Reach Out	DIRECTOR:	Diana Fox	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Nurturing Families Program (NFP)	PROGRAM DIRECTOR:	Sophia Juarez	TOTAL BUDGET:	719,406
INITIATIVE:	Youth and Family Wellness Department	FINANCE OFFICER:	Susan Vacko	RFP/CONTRACT #:	FS082 A1

11	TECHNOLOGY COSTS (5025.1)	0%	\$	1,000	Small computer related accessories
12	COPIER LEASE & USAGE CHARGES (5008)	0%	\$	2,600	Copier lease & usage charges (approx \$215/mo x 12 mths)
	Total Services & Supplies		\$	86,800	
III. FOOD					
	Event(s):		TOTAL F5SB BUDGET		Description/Justification:
1	SNACKS/FOOD FOR PARTICIPANTS (5003)			13,000	Snacks and food for participants and their children during sessions and other sponsored NFP events.
	Total Food		\$	13,000	
IV. TRAVEL					
	Destination:	Purpose:	TOTAL F5SB BUDGET		Description/Justification:
1		LOCAL TRAVEL (5014)		7,500	Local travel is needed for programming and meetings, and to do recruitment and outreach to the community. Mileage reimbursement for staff will be calculated according to the IRS approved mileage rate.
	Total Travel			7,500	
V. SUBCONTRACTORS					
	Organization Name:		TOTAL F5SB BUDGET		Description/Justification:
1	COMPUTER SUPPORT			6,160	7.9 FTE's @ \$65/month x 12 months
	Total Subcontractors			6,160	
VI. INDIRECT COSTS					
	Percent:	16.6%			
	Basis:	Total Direct Costs		102,420	Federal provisional, pending final rate agreement
	Total Indirect Costs			102,420	
TOTAL FIRST 5 BUDGET			\$	719,406	



Program Outline Document 2023-2024

AGENCY INFORMATION

Contract #: FS082 A1

Legal Entity: Reach Out

Dept./Division: Youth and Family Wellness Department

Project Name: Nurturing Families Program (NFP)

Program Site Address: 1126 W. Foothill Blvd., Suite 250
Upland, CA 91786

Client Referral Phone #: 909.982.8641 office
951.961.1647 cell

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Diana Fox

Title: Executive Director

Address: 1126 W. Foothill Blvd., Suite 250
Upland, CA 91786

Direct Phone #: 909.982.8641 office
951.961.1647 cell

E- Mail: diana@we-reachout.org

Fax #: 909.982.8642

CONTRACT REPRESENTATIVE

Name: Diana Fox

Title: Executive Director

Address: 1126 W. Foothill Blvd., Suite 250
Upland, CA 91786

Direct Phone #: 909.982.8641 office
951.961.1647 cell

E- Mail: diana@we-reachout.org

Fax #: 909.982.8642

PROGRAM CONTACT

Name: Sophia Luz Juárez

Title: Director

Address: 1126 W. Foothill Blvd., Suite 250
Upland, CA 91786

Direct Phone #: 909.982.8641 office
951-542-1154

E- Mail: sophia@we-reachout.org

Fax #: 909.982.8642

FISCAL CONTACT

Name: Susan Vacko

Title: VP, Finance

Address: 1126 W. Foothill Blvd., Suite 250
Upland, CA 91786

Direct Phone #: 909.982.8641 office
951.394.3570 teams

E-Mail: susan@we-reachout.org

Fax #: 909.982.8642

ADDITIONAL CONTACT (Describe): Program

Name: Alejandra Arias

Title: Program Manager

Address: 1126 W. Foothill Blvd., Suite 250
Upland, CA 91786

Direct Phone #: 909.982.8641

E-Mail: alejandra@we-reachout.org

Fax #: 909.982.8642

PROGRAM INFORMATION

TYPE OF AGENCY Community-Based

Describe: Non Profit

PROGRAM DESCRIPTION

This Home-based program utilizes Nurturing Families Curriculum as the primary service coupled with structured case management through the TCM in Persimmony to determine the risk/assess a family’s need for family support services. Services will be provided Countywide (Teen Population), San Bernardino Persimmony) to determine risk/assess a family’s needs for family support services. Additionally, this program includes a peer-parent component integrated into services to support families participating in the identified curriculum. Services will be provided in West End communities. Enroll 150 participants per year with a minimum of 80% will exit out of the high-risk range in all constructs or demonstrate an average improvement of 1.5 sten score from AAPI and reach a status of at least “safe” on all indicators of the TCM in Persimmony.

REGION

West End

STRATEGIC PRIORITY AREA & GOAL

- Child Health Quality Early Learning Family Support

INVESTMENT AREA

- Direct Services Systems Level Efforts Supportive Strategies
 Community Capacity Building Choose an item.

ASSIGNED ANALYST: Alexandra Gutierrez SAll

ASSIGNED ACCOUNTANT: Willmar Gultom Accountant II

ASSIGNED EVALUATOR: Ray Salamat SAll Evaluation

PROCUREMENT TYPE:

- Competitive Non-Competitive
 Choose an item.

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2020-2021	\$ 815,670	\$	\$815,670
2021-2022	\$ 815,670	\$	\$815,670
2022-2023	\$ 815,670	\$	\$815,670
2023-2024	\$	\$ 719,406	\$719,406
Total		\$	\$3,166,416



AGENDA ITEM 3
July 12, 2023

Subject	Contract HW059 A1 with Arrowhead Regional Medical Center for the Asthma Prevention and Treatment Program.
Recommendations	Approve Amendment A1 for Contract HW059 with Arrowhead Regional Medical Center for \$549,349 resulting in a cumulative total of \$1,635,886 for 2020-24 to provide for the Asthma Prevention and Treatment Program. (Presenter: Iffat Quazi, Staff Analyst II, 252-4275)
Financial Impact	\$549,349 for 2023-24
Background Information	<p>First 5 San Bernardino (F5SB) has contracted with San Bernardino County on behalf of Arrowhead Regional Medical Center (ARMC) since 2012 to provide asthma care management and education for children through the age of five and their families through the utilization of the ARMC Breathmobile Program.</p> <p>In 2007, ARMC, in association with the Asthma and Allergy Foundation of America, implemented a new approach to pediatric asthma management know as an asthma clinic on wheels. Through this collaboration, the Breathmobile Program was introduced to provide care to the underserved areas of San Bernardino County.</p> <p>Two Breathmobiles serviced more than 40 sites and rotated to each location every five to eight weeks throughout the year. The focus of the ARMC Breathmobile Program was to provide asthma and allergy care in school district locations that had the highest percentage of asthmatic children. Each visit consisted of a complete evaluation, examination, and care planning.</p> <p>In 2017, the Commission approved Contract HW056 with ARMC Breathmobile for one year not to exceed \$222,038 to provide early screenings and intervention for children with asthma through the Breathmobile Program. Since then, the contract has been amended for two consecutive years.</p> <p>Over the past year, largely due to the limitations of COVID-19, ARMC has looked at alternative methods to provide screening and treatment services by developing a questionnaire that is administered during hospital visits. Responses from the questionnaire are used to determine whether a child will need a follow up appointment for asthma training.</p> <p>Based on evidence-based clinical and best practices, ARMC is proposing a revamped scope of services with the same goals and objectives that are fundamental to the long history and partnership. Through a combined use of virtual and in-person screening across ARMC's network, ARMC will be able to reach more patients across the 20,000 square miles of San Bernardino County. Specifically, asthma screenings will be accomplished by providing questionnaires to ARMC Family Health Center, surrounding Federally Qualified Health Centers, the ARMC Pediatric Clinic and others across San Bernardino County.</p> <p>ARMC will continue to screen patients face to face at various schools, Head Start programs and preschools. The completed questionnaires will be collected and reviewed on a weekly basis. All positive screens will result in a phone call to the parent and an appointment with the care team for further evaluation and treatment. These appointments will include additional evaluations, examinations, and care plan development.</p> <p>The second fundamental objective is Parent/Caretaker education. This will occur in two forms. First, ARMC will provide general education around asthma indications, signs/symptoms, etc. The second form will be more targeted and specific to parents/caretakers whose child has screened positive for asthma or asthma-like conditions. During the treatment appointments,</p>

ARMC’s care team will provide extensive patient-family specific education in alignment with the treatment plans.

First 5 San Bernardino’s ongoing support of ARMC Asthma Prevention and Treatment Program will contribute to three essential areas:

- Helping Children** – 400 children will receive asthma screenings.
- Training Parents Toward Prevention** - 240 parents will receive asthma education services.
- Public Awareness** – ARMC will develop a media campaign to distribute information and awareness to educate and direct the community on asthma and the Asthma Prevention and Treatment Program.

Pending Commission approval, ARMC will continue to support improved health outcomes for children 0-5 by direct treatment services and expansion in capacity and assisting parents/caregivers in navigating and receiving appropriate services.

Approval of this item supports the **Child Health** Strategic Priority Area in the Commission’s 2020-23 Strategic Plan through the following Investment Areas:

- **Direct Services:**
 For children prenatal to age 5 and their families
- **Supportive Strategies:**
 Communications

Review

Dawn Martin, Commission Counsel

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

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

<i>FOR COMMISSION USE ONLY</i>						
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 50000558	SC	Dept. 903	A		
Organization Children and Families Commission				Contract Number HW059 A1		
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706	Total Contract Amount \$1,635,886		
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 August 25, 2020	Contract End Date June 30, 2024	Original Amount \$1,086,537	Amendment Amount \$549,349		
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1000731	Amount \$549,349		
Cost Center		GL Account	Internal Order No.			
Cost Center		GL Account	Internal Order No.	Amount		
Abbreviated Use <u>Early Screening & Intervention- Asthma Prevention and Treatment Program</u>	FY	Estimated Payment Amount	I/D	Total by Fiscal Year FY	Amount	I/D
	23-24	\$549,349	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)

San Bernardino County

Department/Division

Arrowhead Regional Medical Center

Address

400 North Pepper Avenue

Colton, CA 92324

Phone

909-387-4866

Federal ID No.

Program Address (if different from legal address):

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

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 1,635,886 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Auditor-Controller/Treasurer Tax Collector Use Only

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

Fiscal Year 2020-21	\$ <u>362,179</u>	August 25, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>362,179</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>362,179</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>549,349</u>	July 1, 2023 through June 30, 2024

Initial Here

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

- A. This Contract is effective as of August 25, 2020 and expires June 30, 2024, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

XIII. CONCLUSION

3. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

continued on next page

ATTACHMENTS

Attachment A – Amended Work Plan for FY23-24

Attachment B – Amended Program Budget for FY23-24

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

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

SAN BERNARDINO COUNTY

Legal Entity

▶ _____
Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Dawn Rowe
Printed Name

Chair, Board of Supervisors
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

▶ _____
Dawn Martin
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date

Contract #:	HW059 A1	Attachment A
Strategic Priority Area & Goals:	Child Health	
Investment Area:	Direct Services; Supportive Strategies	



Agency Name:	Arrowhead Regional Medical Center	Service Area/s:	Countywide
Program Name:	Asthma Prevention & Treatment Program	Period:	July 1, 2023 – June 30, 2024

Expectations	Support improved health outcomes for children 0-5 assisting parents/caregivers in navigating & receiving appropriate services for asthma				
Outcomes	Provide a comprehensive service that reduces absenteeism in schools, provides education to families & reduces utilization in the emergency department relating to asthma illnesses for children 0-5				
Objective/ Goal/Measure	Activity/Description	Activity Dosage/ Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
Virtual & in-person asthma screenings (n=800 /FY 23-24)	Determine if children are at risk for asthma	Ongoing	Monthly	Submit # children provided with screenings & aggregated demographic data.	N/A
General asthma education to parents/caregivers	Provide general asthma education & resources to parents/caregivers	Ongoing	Monthly	Submit # of parents/caregivers provided with asthma education & aggregated demographic data.	N/A
Treatment &/or management are provided to children screened with asthma.	Provide treatment &/or management to children diagnosed with asthma through screenings.	Ongoing	Monthly	Submit # of children provided with asthma treatment/ management	N/A
Specific asthma treatment/ management education provided to parents/caregivers	Provide education & resources to parents/caregivers for the treatment & management of asthma & its symptoms.	Ongoing	Monthly	Submit # of parents/caregivers provided with specific asthma treatment/ management education.	N/A
Decreased Emergency Room utilization in the last 6 months	Per each screening at intake, determine ER utilization for symptoms of asthma in the last 6 months.	Ongoing	Monthly	Submit # of children who have re-visited the ER since enrollment in the ARMC program. .	N/A
Development of a Family asthma management plan	Per each screening, determine if the family has an asthma management plan in place & develop one with the family during the follow-up appointment.	Ongoing	Monthly	Submit # of families with asthma treatment management plan	N/A
Digital marketing & social media campaigns	Conduct a digital marketing campaign focused on geographic areas where asthma is prevalent.	Ongoing	Quarterly	N/A	<ul style="list-style-type: none"> • Upload samples of digital marketing, social media campaigns, & advertisements. • Narrative reports detailing campaign successes & challenges

Contract #:	HW059 A1		Attachment A
Strategic Priority Area & Goals:	Child Health		
Investment Area:	Direct Services; Supportive Strategies		

ARMC Annual Status Report	Annual report to cover the progress of stated outcomes: <ul style="list-style-type: none"> • reducing absenteeism in schools • providing education to families • reducing utilization in the emergency department relating to asthma illnesses 	December 2023	Annually	N/A	Upload annual report covering the progress of stated outcomes & the success & challenges.
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Agency Rep Name:		Data Type:	Quantitative & Qualitative		
Agency Signature:		Reporting Period:	Monthly, Quarterly & Annually	Due: By the 15 th of the following month	
Date Signed		Fiscal Year:	2023-2024		



Program Outline Document 2023-2024

AGENCY INFORMATION

Contract #: HW059 A1

Legal Entity: San Bernardino County

Dept./Division: Arrowhead Regional Medical Center

Project Name: Asthma Prevention and Treatment Program

Program Site Address: 400 North Pepper Avenue
Colton, CA 92324

Client Referral Phone #: 909-498-6277 /
909-213-3341

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Dawn Rowe **Title:** Chair, Board of Supervisors

Address: 385 North Arrowhead Avenue, 5th Floor
San Bernardino, CA 92415-0130 **Direct Phone #:** 909-387-4855

E- Mail: Dawn.Rowe@bos.sbcounty.gov **Fax #:** 909-387-3018

CONTRACT REPRESENTATIVE

Name: Brandy Arthur **Title:** Associate Hospital Administrator- Ambulatory Care

Address: 400 North Pepper Avenue
Colton, CA 92324 **Direct Phone #:** 909-580-6145

E- Mail: arthurb@armc.svbcounty.gov **Fax #:** 909-580-6196

PROGRAM CONTACT

Name: Mark MacNeill **Title:** Clinical Director

Address: 400 North Pepper Avenue
Colton, CA 92324 **Direct Phone #:** 909-219-2209

E- Mail: macneillm@armc.sbcounty.gov **Fax #:** 909-580-6196

FISCAL CONTACT

Name: Cecilia Morales **Title:** Accountant

Address: 400 North Pepper Avenue
Colton, CA 92324 **Direct Phone #:** 909-580-1190

E-Mail: MoralesCe@armc.sbcounty.gov **Fax #:** 909-580-1190

ADDITIONAL CONTACT (Describe): Choose an item.

Name: John Cadavona **Title:** Mobile Clinic Manager

Address: 400 North Pepper Avenue
Colton, CA 92324 **Direct Phone #:** 909-580-3202

E-Mail: cadavonaj@armc.sbcounty.gov **Fax #:** 909-580-3220

PROGRAM INFORMATION

TYPE OF AGENCY Government Agency **Describe:** County

PROGRAM DESCRIPTION

ARMC's Asthma Prevention and Treatment Program conducts asthma screenings to children 0-5 by distributing questionnaires to ARMC Family Health Center, surrounding Federally Qualified Health Centers, the ARMC Pediatric clinic and others across San Bernardino County. Completed questionnaires are reviewed weekly. Positive results prompt phone calls to parents to schedule appointments for further evaluation and treatment. The program also focuses on educating parents and caretakers through general asthma information and personalized education for those with positive screenings.

REGION
Countywide

STRATEGIC PRIORITY AREA & GOAL Child Health Quality Early Learning Family Support

INVESTMENT AREA Direct Services Systems Level Efforts Supportive Strategies
Choose an item. Choose an item.

Expectations(s):

Support improved health outcomes for children 0-5 by supporting not only direct treatment services and expansion in capacity, but by also assisting parents/caregivers in navigating and receiving appropriate services.

ASSIGNED ANALYST: Iffat Quazi

ASSIGNED ACCOUNTANT: Hope Lowenstein

ASSIGNED EVALUATOR: Ray Salamat

PROCUREMENT TYPE: Competitive Non-Competitive
Sole Source

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2020-2021	\$362,179	\$0	\$362,179
2021-2022	\$362,179	\$0	\$362,179
2022-2023	\$362,179	\$0	\$362,179
2023-2024	\$0	\$549,349	\$549,349
Total			\$1,635,886



AGENDA ITEM 4
July 12, 2023

Subject	Contract SI035 A2 with El Sol Neighborhood Educational Center - Home Visiting System Coordination.
Recommendations	Approve Amendment A2 for Contract SI035 with El Sol Neighborhood Educational Center for an increase of \$927,423 resulting in a cumulative total of \$1,231,180 for 2020-25 to continue coordinating and developing a countywide Home Visiting System. (Presenter: Alexandra Gutierrez, Staff Analyst, 252-4261)
Financial Impact	\$927,423 for 2023-25.
Background Information	<p>In May 2020, First 5 California (F5CA) announced the release of the Home Visiting Coordination (HVC) Grant Request for Application (RFA) for Fiscal Years 2020-22. This grant reflects F5CA's vision to support counties in creating a sustainable and unified system that supports families with the home visiting services they need and maximizes available funding to serve more families. This funding was meant to promote increased coordination and collaboration and is expected to yield significant systems changes, including providing the backbone support needed to engage agencies in systems-building collaboration.</p> <p>In August 2020, the Commission approved to accept the F5CA HVC grant in the amount of \$200,000 to serve as the lead fiscal agency for the HVC the Commission also approved Contract SI035 with El Sol Neighborhood Educational Center (El Sol) for \$153,757 to lead the coordination effort as a backbone support.</p> <p>Subsequently, in June 2022, the Commission approved Amendment A1 to Contract S1035 with El Sol resulting in an additional \$150,000 for 22-23.</p> <p>El Sol has successfully completed the deliverables and met the objectives within its contract for 2020-23 and for the past 10 years, El Sol initiated the deployment of community health workers who have served as home visitors throughout San Bernardino County.</p> <p>F5CA announced the release of the Regional Technical Assistance for Home Visiting Coordination and Integration RFA on January 3, 2023. This funding opportunity is administered through a regional approach and First 5 Orange County has been selected to allocate awarded funds to Riverside, San Bernardino, and Imperial counties. First 5 San Bernardino (F5SB) has been awarded \$285,858 for 2023-25. Pending Commission approval, these funds will in turn be designated to support this amendment and the balance of \$641,565 will be funded by the Commission.</p> <p>El Sol has ample experience designing, implementing, and leading home visitation programs. In addition, El Sol has engaged in the laborious accreditation process of multiple research and evidence-based home visiting models and has been accredited by Healthy Families America (HFA) and approved by the Home Instruction for Parents of Preschool Youngsters (HIPPI) and Parent-Child Home Program (PCHP).</p> <p>The HVC goals and objectives for 2023-25 are:</p> <ol style="list-style-type: none">1. Expand the existing SBC HVS: Establish steering committee membership and establish parent/community advisory committee. Develop a communication plan with clear and consistent messaging for internal and external audiences that align with the system's vision, goals, and values. Also develop a continuous quality

-
- improvement process with data systems that support program and system-level decision-making related to closing racial disparities.
2. **Enhance the capacity & quality of services provided by the SBC HVS workforce:** Establishing a Workforce Recruitment Subcommittee and a home visitor competency subcommittee.
 3. **Assessment, planning, & expansion of the County's Home Visiting Services in high-need areas:** Identify a key area/region where evidence-based programs or interventions can significantly improve outcomes for families and communities and equity.
 4. **Build capacity for coordinated entry, facilitating referrals to & across home visiting providers and other prenatal to five systems:** Explore opportunities across home visiting implementing agencies & agencies within other early childhood development and family support systems about coordinated processes.

The proposed amendment will ensure that HVS services with El Sol will continue to support for the coordination and implementation of the San Bernardino County's Home Visiting System while achieving the expected outcomes outlined in the F5CA's HVC RFA.

Approval of this item supports the **Child Health and Family Supports** Strategic Priority Area in the Commission 2020-2023 Strategic Plan through the following Investment Areas:

- **Systems Level Efforts:**
 Collaboration, Community Capacity Building and Workforce
- **Supportive Strategies:**
 Research & Evaluation, Policy, Advocacy, Countywide Collaboration and Statewide/First 5 Networks Efforts

Review

Dawn Martin, Commission Counsel

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

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

FOR COMMISSION USE ONLY						
<input checked="" type="checkbox"/>	New Change Cancel	Vendor Code 10004667	SC	Dept. 903	A	Contract Number SI035 A2
Organization Children and Families Commission					Contractor's License No.	
Commission Representative Cindy Faulkner, Assistant Director				Telephone 909-386-7706		Total Contract Amount \$1,231,180
<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 August 6, 2020	Contract End Date June 30, 2025	Original Amount \$303,757	Amendment Amount \$927,423		
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1006513	Amount \$492,606		
Cost Center		GL Account	Internal Order No.			
Cost Center		GL Account	Internal Order No.	Amount		
Abbreviated Use <u>Home Visiting Coordination</u>		Estimated Payment Total by Fiscal Year				
	FY	Amount	I/D	FY	Amount	I/D
	23-24	\$492,606	I			
	24-25	\$434,817	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)

El Sol Neighborhood Educational Center

Department/Division

Home Visitation System

Address

P.O. BOX 449

San Bernardino, CA 92402

Phone

(909) 714-5003

Federal ID No.

33-0552297

Program Address (if different from legal address):

1535 South D. Street

San Bernardino, CA 92408

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

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 1,231,180 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

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

Fiscal Year 2020-21	\$ <u>84,404</u>	August 6, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>69,353</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>150,000</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>492,606</u>	July 1, 2023 through June 30, 2024
Fiscal Year 2024-25	\$ <u>434,817</u>	July 1, 2024 through June 30, 2025

Initial Here

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

- A. This Contract is effective as of August 6, 2020 and expires June 30, 2025, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

XIII. CONCLUSION

3. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

continued on next page

ATTACHMENTS

Attachment A – Amended Work Plan for FY 23-24 & FY24-25

Attachment B – Amended Program Budget for FY 23-24 & FY24-25

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

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

EL SOL NEIGHBORHOOD EDUCATIONAL
CENTER

Legal Entity



Authorized Signature

Elliot Weinstein M.D.

Printed Name

Commission Chair

Title

Dated



Authorized Signature

Alexander Fajardo

Printed Name

Executive Director

Title

Dated

Official Stamp

Reviewed for Processing



Cindy Faulkner

Assistant Director

Date

Approved as to Legal Form



Dawn Martin

Commission Counsel

Date

Presented to Commission for
Signature



Karen E. Scott

Executive Director

Date

Contract #: SI035 A2			Attachment A
Strategic Priority Area & Goals:	Child Health and Family Support		
Investment Area:	Systems Level Efforts: Collaboration, Community Capacity Building, and agency Workforce Supportive Strategies: Research & Evaluation, Policy, Advocacy, Countywide Collaboration, and Statewide/First 5 Networks Efforts		



Agency Name:	El Sol Neighborhood Educational Center	Service Area:	Countywide
Program Name:	Home Visiting Regional Technical Assistance	Period:	July 1, 2023, to June 30, 2025

Expectations	El Sol will maintain & broaden the scope of the SBC HVS, thereby enhancing its service quality & capacity. El Sol anticipates substantial progress in establishing structured committees, developing clear communication plans, improving decision-making systems, expanding home visiting services, & boosting coordinated entry efforts, ultimately aiming to address & mitigate racial disparities & improve outcomes for families & communities.
Outcomes	To strengthen & expand SBC HVS with effective decision-making processes, transparent communication, & workforce-enhancing training, leading to improved service delivery. In addition, improved outcomes for families and communities, particularly in high-need areas, facilitated by evidence-based programs & coordinated efforts across home visiting & early childhood development systems.

Objective/ Goal/Measure	Activity/Description	Activity Dosage/ Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
Expand the existing SBC HVS.	<ul style="list-style-type: none"> Establish steering committee membership, structure, & meeting schedule. Establish parent/community advisory committee & meeting schedule. Develop a communication plan with clear & consistent messaging for internal & external audiences that align with the system's vision, goals, & values. Develop a continuous quality improvement process with data systems that support program- & system-level decision-making related to closing racial disparities. 	Ongoing	Quarterly	Enter Partner meetings on the Monitoring-Meeting Tracking in Persimmony	Upload meeting minutes & any narrative reports in PDF format
Enhance the capacity & quality of services provided by the SBC HVS workforce.	<ul style="list-style-type: none"> Establishing a Workforce Recruitment Subcommittee Establish a home visitor competency subcommittee. 	Ongoing	Quarterly	Enter Partner meetings on the Monitoring-Meeting Tracking in Persimmony	Upload meeting minutes & any narrative reports in PDF format
Assessment, planning, & expansion of the County's Home Visiting Services in high-need areas	Identify a key area/region where evidence-based programs or interventions can significantly improve outcomes for families & communities & equity.	Ongoing	Quarterly	Enter Monitoring-Training Tracking in Persimmony	Upload training materials, evaluations, & any narrative reports in PDF format.
Build capacity for coordinated entry, facilitating referrals to & across home visiting providers, & other early childhood system.	Explore opportunities across home visiting implementing agencies & agencies within other early childhood development & family support systems about coordinated processes.	Ongoing	Quarterly	Enter Partner meetings on the Monitoring-Meeting Tracking &/or Monitoring-Training Tracking in Persimmony.	Upload meeting minutes, training materials, evaluations, & any narrative reports in PDF format.

Agency Rep Name:	Alexander Fajardo	Data Type:	Quantitative & Qualitative Data	
Agency Signature:		Reporting Period:	Quarterly	Due: By the 15 th of the following month
Date Signed		Fiscal Year:	2023-2025	



FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

FISCAL YEAR: 2023-2024

ORGANIZATION:	El Sol Neighborhood Educational Center	DIRECTOR:	Alexander Frajardo	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Home Visitation System Collaboration	PROGRAM DIRECTOR:	Alejandro Gutierrez Chavez	TOTAL BUDGET:	492,606
INITIATIVE:	Home Visitation System	FINANCE OFFICER:	Tanya Rivas	RFP/CONTRACT #:	SI035 A2

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Alexander Fajardo	Executive Director	0.10	71.15	208	23%	14,799	3,404	18,203	182,030	10%	The Executive Director, in collaboration with the Director of Programs and the Program Staff, will undertake key duties integral to the project's success. These responsibilities encompass participating in pivotal meetings, drafting and overseeing the preparation of comprehensive monthly and quarterly reports, and ensuring the effective execution of project objectives.
2	Alejandro Gutierrez	Project Director	0.40	39.00	832	23%	32,448	7,463	39,911	99,778	40%	The Director of Programs, working in close collaboration with the Executive Director and the Project Analyst and coordinator, will fulfill critical responsibilities for the advancement of the project. This will include participating in key meetings, preparing regular reports to provide comprehensive updates, aiding the expansion of the HVS committees, and driving the development of the communication and branding plan. Above all, they will focus on effectively implementing project objectives and ensuring progress aligns with the project's overarching goals.

3	TBD	Project Analyst	1.00	33.00	2080	23%	68,640	15,787	84,427	84,427	100%	<p>The Project Analyst, as a linchpin between the Executive Director and Program Director, will actively contribute to the project's vision by participating in crucial meetings, crafting regular reports, and aiding the expansion of the HVS and its associated committees. Their role will be fundamental in achieving the project objectives, which include: Technical Assistance: They will lend their expertise to explore and strategize funding avenues, strengthening the financial backbone of the project.</p> <p>Capacity Building: The Analyst will provide knowledge enrichment sessions on home visiting models, their efficacy, the benefits they offer to families, and the distinctions between various models, enabling a well-informed approach towards service delivery.</p> <p>System Development: The Analyst will contribute significantly to the creation of a holistic system, which includes establishing the center, optimizing data collection methods, and refining continuous quality improvement efforts.</p> <p>Committee Formation: Taking a lead role, they will spearhead the development and recruitment process for the Workforce Committee, the Home Visitor Competency Committee, and the Referral Pathways Subcommittee, ensuring these committees are robust and equipped to fulfill their respective roles effectively.</p>
4	TBD	Project Coordinator	1.00	27.00	2080	23%	56,160	12,917	69,077	69,077	100%	<p>The Project Coordinator will share responsibilities with the other key roles, involving themselves in planning, coordination, and implementation of project activities, facilitating and attending key meetings, aiding in report preparation, and assisting in the operationalization of the cultural and equity-based framework. The coordinator will further engage in detailed tasks such as ensuring alignment between project objectives and actions, facilitating smooth communication with all collaborative partners, and addressing any project-related issues promptly.</p>
5	TBD	Fiscal	0.30	22.00	624	23%	13,728	3,157	16,885	56,285	30%	<p>The Fiscal Staff, while overseeing the program's financial documentation, will also be responsible for maintaining an updated and accurate budget, tracking expenditures against budget allocations, preparing financial reports, and ensuring compliance with all fiscal regulations and guidelines. Additionally, they will also contribute to strategic financial planning and work closely with the executive team and Project Facilitator to ensure the financial sustainability of the project</p>
Total Salaries & Benefits							\$ 185,775	\$ 42,728	\$ 228,503	\$ 491,597		



2023-2024

ORGANIZATION:	El Sol Neighborhood Educational Center	Alexander Frajardo	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Home Visitation System Collaboration	Alejandro Gutierrez Chavez	TOTAL BUDGET:	492,606
INITIATIVE:	Home Visitation System	Tanya Rivas	RFP/CONTRACT #:	SI035 A2

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Office Supplies	0%	\$ 1,500	The office supplies budget for our program includes the necessary items to support the daily operations of our team and the collaborative meeting supplies.
2	Utilities and Operations	3%	\$ 14,400	To support program's staff office space, program meeting space, and operational needs.
3	Stipend for Chair/Vice Chair	5%	\$ 24,320	Chair and Vice Chair of the Collaborative Steering committee, Workforce committee, Home Visitor Competency committee, and Referral Pathways subcommittee are composed of members from the organizations that represent the Home Visitation System. The Chairs and Vice Chairs will be part of the biweekly leadership/operation meetings with program staff to plan, coordinate, and lead the committee's agenda. The Stipends will be given to the organizations to compensate for their time as they will be dedicating 2 hours a week in committee related work. Each chair/vicechair will be spending approximately ~152 hours during the contract period at \$40. We will have a total of 4 Chairs, 4 vice chairs upon written agreement for each one.
4	Stipend for families	1%	\$ 3,000	The Parent/Community Advisory Committee plays an essential role in supporting our program's mission and vision. We recognize the value of our committee members' time and contributions and want to provide a stipend to show our appreciation and mitigate expense they incur to participate in our collaborative. We are approximating 10 family members in the Committee and each member will receive \$50 stipends for each committee meeting. We are estimating a total of 12 meetings in the contract period. (50*10*12)

5	Conference fees	0%	\$ 1,500	Fees For: National Home Visiting Summit. Held in person in Washington, D.C. 300\$ x 2 years x 5 people.
6	Equipment's	1%	\$ 3,500	Computer equipment for new hires
Total Services & Supplies			\$ 48,220	
III. FOOD				
Event(s):		BUDGET	Description/Justification:	
1	Collaborative meeting	3,600	snacks, beverages, coffee, tea, food.	
Total Food		\$ 3,600		
IV. TRAVEL				
Destination:		Purpose:	BUDGET	Description/Justification:
1	Washington DC	National Home Visiting Summit	7,500	Travel expenses for nation wide home visiting conference .
Total Travel		7,500		
V. SUBCONTRACTORS				
Organization Name:		BUDGET	Description/Justification:	
1	Branding Consultant	80,000	Develop a communication plan with clear and consistent messaging for internal and external audiences that aligns with the system's vision, goals, and values	
2	Loma Linda University Evaluation Consultant	80,000	Identify a key area/region where evidence-based program or interventions can have the greatest impact on improving outcomes for families and communities	
Total Subcontractors		160,000		
VI. INDIRECT COSTS				
Percent: 10%		44,782		
Basis:				
Total Indirect Costs		44,782		
TOTAL FIRST 5 BUDGET			\$ 492,606	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET**

FISCAL YEAR: 2024-2025

ORGANIZATION:	El Sol Neighborhood Educational Center	DIRECTOR:	Alexander Fajardo	PROGRAM YEAR:	2024-2025
PROGRAM TITLE:	Home Visitation System Collaboration	PROGRAM DIRECTOR:	Alejandro Gutierrez Chavez	TOTAL BUDGET:	434,817
INITIATIVE:	Home Visitation System	FINANCE OFFICER:	Tanya Rivas	RFP/CONTRACT #:	SI035 A2

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION		
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J		
	Name:	Position:											
1	Alexander Fajardo	Executive Director	0.10	74.71	208	23%	15,539	3,574	19,113	191,132	10%	The Executive Director, in collaboration with the Director of Programs and the Program Staff, will undertake key duties integral to the project's success. These responsibilities encompass participating in pivotal meetings, drafting and overseeing the preparation of comprehensive monthly and quarterly reports, and ensuring the effective execution of project objectives.	
2	Alejandro Gutierrez	Project Director	0.40	40.50	832	23%	33,696	7,750	41,446	103,615	40%	The Director of Programs, working in close collaboration with the Executive Director and the Project Analyst and coordinator, will fulfill critical responsibilities for the advancement of the project. This will include participating in key meetings, preparing regular reports to provide comprehensive updates, aiding the expansion of the HVS committees, and driving the development of the communication and branding plan.	
3	TBD	Project Analyst	1.00	34.65	2080	23%	72,072	16,577	88,649	88,649	100%	The Project Analyst, as a linchpin between the Executive Director and Program Director, will actively contribute to the project's vision by participating in crucial meetings, crafting regular reports, and aiding the expansion of the HVS and its associated committees. Their role will be fundamental in achieving the project objectives, which include: Technical Assistance: They will lend their expertise to explore and strategize funding avenues, strengthening the financial backbone of the project.	
4	TBD	Project Coordinator	1.00	28.35	2080	23%	58,968	13,563	72,531	72,531	100%	The Project Coordinator will share responsibilities with the other key roles, involving themselves in planning, coordination, and implementation of project activities, facilitating and attending key meetings, aiding in report preparation, and assisting in the operationalization of the cultural and equity-based framework. The coordinator will further engage in detailed tasks such as ensuring alignment between project objectives and actions, facilitating smooth communication with all collaborative partners, and addressing any project-related issues promptly.	
5	TBD	Fiscal	0.30	23.10	624	23%	14,414	3,315	17,730	59,099	30%	The Fiscal Staff, while overseeing the program's financial documentation, will also be responsible for maintaining an updated and accurate budget, tracking expenditures against budget allocations, preparing financial reports, and ensuring compliance with all fiscal regulations and guidelines.	
Total Salaries & Benefits									\$ 194,690	\$ 44,779	\$ 239,468	\$ 515,025	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2024-2025**

ORGANIZATION:	El Sol Neighborhood Educational	DIRECTOR:	Alexander Fajardo	PROGRAM YEAR:	2024-2025
PROGRAM TITLE:	Home Visitation System Collabor	PROGRAM DIRECTOR:	Alejandro Gutierrez Chavez	TOTAL BUDGET:	434,817
INITIATIVE:	Home Visitation System	FINANCE OFFICER:	Tanya Rivas	RFP/CONTRACT #:	SI035 A2

II. SERVICES & SUPPLIES					
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1	Office Supplies	0%	\$ 1,500	The office supplies budget for our program includes the necessary items to support the daily operations of our team and the collaborative meeting supplies.	
2	Utilities and Operations	3%	\$ 14,400	To support program's staff office space, program meeting space, and operational needs.	
3	Stipend for Chair/Vice Chair	6%	\$ 24,320	Chair and Vice Chair of the Collaborative Steering committee, Workforce committee, Home Visitor Competency committee, and Referral Pathways subcommittee are composed of members from the organizations that represent the Home Visitation System. The Chairs and Vice Chairs will be part of the biweekly leadership/operation meetings with program staff to plan, coordinate, and lead the committee's agenda. The Stipends will be given to the organizations to compensate for their time as they will be dedicating 2 hours a week in committee related work. Each chair/vicechair will be spending approximately ~152 hours during the contract period at \$40. Total of 4 Chairs, 4 vice chairs upon written agreement for each one.	
4	Stipend for families	1%	\$ 3,000	The Parent/Community Advisory Committee plays an essential role in supporting our program's mission and vision. We recognize the value of our committee members' time and contributions and want to provide a stipend to show our appreciation and mitigate expense they incur to participate in our collaborative. We are approximating 10 family members in the Committee and each member will receive \$50 stipends for each committee meeting. We are estimating a total of 12 meetings in the contract period. (50*10*12)	
5	Conference fees	0%	\$ 1,500	Fees For: National Home Visiting Summit. Held in person in Washington, D.C. 300\$ x 2 years x 5 people.	

	Total Services & Supplies		\$ 44,720	
III.	FOOD			
	Event(s):		BUDGET	Description/Justification:
1	Collaborative meeting		3,600	snacks, beverages, coffee, tea, food.
	Total Food		\$ 3,600	
IV.	TRAVEL			
	Destination:	Purpose:	BUDGET	Description/Justification:
1	Washington DC	National Home Visiting Summit	7,500	Travel expenses for nation wide home visiting conference
	Total Travel		7,500	
V.	SUBCONTRACTORS			
	Organization Name:		BUDGET	Description/Justification:
1	Branding Consultant		40,000.0	Develop a communication plan with clear and consistent messaging for internal and external audiences that aligns with the system's vision, goals, and values
2	Loma Linda University Evaluation Consultant		60,000.0	Identify a key area/region where evidence-based program or interventions can have the greatest impact on improving outcomes for families and communities
	Total Subcontractors		100,000	
VI.	INDIRECT COSTS			
	Percent:	10%	39,529	
	Basis:			
	Total Indirect Costs		39,529	
TOTAL FIRST 5 BUDGET			\$ 434,817	



Program Outline Document 2023-2025

AGENCY INFORMATION

		Contract #:	<u>SI035 A2</u>
Legal Entity:	<u>El Sol Neighborhood Educational Center</u>		
Dept./Division:	<u>Home Visitation System</u>		
Project Name:	<u>Home Visitation System</u>		
Program Site Address:	<u>1535 South D. Street</u> <u>San Bernardino, CA 92408</u>	Client Referral Phone #	<u>909-884-3735</u>

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name:	<u>Alexander Fajardo</u>	Title:	<u>Executive Director</u>
Address:	<u>P.O. BOX 449</u> <u>San Bernardino, CA 92402</u>	Direct Phone #:	<u>909-714-5003</u>
E- Mail:	<u>alex fajardo@elsolnec.org</u>	Fax #:	<u>909-387-0903</u>

CONTRACT REPRESENTATIVE

Name:	<u>Alejandro Gutierrez</u>	Title:	<u>Program Director</u>
Address:	<u>1535 South D. Street</u> <u>San Bernardino, Ca</u>	Direct Phone #:	<u>909-251-2860</u>
E- Mail:	<u>alejandrogutierrez@elsolnec.org</u>	Fax #:	<u>909-387-0903</u>

PROGRAM CONTACT

Name:	<u>Alejandro Gutierrez</u>	Title:	<u>Program Director</u>
Address:	<u>1535 South D. Street</u> <u>San Bernardino, Ca</u>	Direct Phone #:	<u>951-269-9099</u>
E- Mail:	<u>alejandrogutierrez@elsolnec.org</u>	Fax #:	<u></u>

FISCAL CONTACT

Name:	<u>Tanya Rivas</u>	Title:	<u>Director of Finance</u>
Address:	<u>1535 South D. Street</u> <u>San Bernardino, Ca</u>	Direct Phone #:	<u>909-329-0686</u>
E-Mail:	<u>tanyarivas@elsolnec.org</u>	Fax #:	<u>909-387-0903</u>

ADDITIONAL CONTACT (Describe): Choose an item.

Name:	<u></u>	Title:	<u></u>
Address:	<u></u>	Direct Phone #:	<u>909-884-3735</u>
E-Mail	<u></u>	Fax #:	<u>909-387-0903</u>

PROGRAM INFORMATION

TYPE OF AGENCY Community-Based

Describe: Non Profit

PROGRAM DESCRIPTION

El Sol serves as the project lead overseeing and working with Home Visitation partners to coordinate all aspects of the Home Visiting System (HVS) and contribute to planning and decision making for the system. In addition, they provide strategic consultation and facilitation services and representing San Bernardino County Home Visitation System at local and state meetings. El Sol also works to identify resources, gaps and/or barriers to maternal/infant and early childhood education coordination. They align systems and provide recommendations for systems improvement, facilitates the identification and mentorship of organizations implementing home visitation framework within the County, and gathers data that will demonstrate improved local outcomes allowing San Bernardino County to escalate as a strong approach for future opportunities and expand services to cover entire county.

REGION

Countywide

STRATEGIC PRIORITY AREA & GOAL Child Health Quality Early Learning Family Support

INVESTMENT AREA Direct Services Systems Level Efforts Supportive Strategies

ASSIGNED ANALYST: Alexandra Gutierrez SAll

ASSIGNED ACCOUNTANT: Willmar Gultom Accountant II

ASSIGNED EVALUATOR: Ray Salamat SAll Evaluation

PROCUREMENT TYPE: Competitive Non-Competitive
Choose an item.

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2020-2021	\$ 84,404	\$	\$ 84,404
2021-2022	\$ 69,353	\$	\$ 69,353
2022-2023	\$ 150,000	\$	\$ 150,000
2023-2024	\$	\$ 492,606	\$ 492,606
2024-2025	\$	\$ 434,817	\$ 434,817
Total		\$	\$ 1,231,180



AGENDA ITEM 5
July 12, 2023

Subject	Contract SI037 A1 with Child Care Resource Center for Help Me Grow Inland Empire Partnership.
Recommendations	Approve Amendment A1 for Contract SI037 with Child Care Resource Center for \$421,589 resulting in a cumulative total of \$746,901 for 2022-24 for the Help Me Grow Inland Empire developmental screening services. (Presenter: Iffat Quazi, Staff Analyst II, 252-4275)
Financial Impact	\$421,589 for 2023-24.
Background Information	Child Care Resource Center (CCRC) is San Bernardino County's Resource and Referral Network providing quality support, development and education to both parents and providers. Their current programs include resource libraries, financial care assistance, family engagement, and workforce development. CCRC has been a strong partner in the Quality Start San Bernardino (QSSB) consortium since its inception providing coaching to enhance professional development for early care and education (ECE) providers, outreach to new providers, QSSB marketing and communications, and program evaluation and data entry management.

Help Me Grow Inland Empire (HMGIE) is part of the National Help Me Grow (HMG) initiative, which operates to promote children's development. All HMG initiatives share four main objectives, namely, providing outreach and education about available community resources, ensuring timely identification and linkage of children with developmental delays to appropriate resources, facilitating access to resources through a central system, and collecting data to enhance the system's efficacy.

In September 2022, the Commission approved a start-up contract SI037 with CCRC for care coordination in support of Help Me Grow Inland Empire (HMGIE) in an amount of \$325,312 for 2022-23. CCRC provides several subsidized childcare options including the Alternative Payment Program (APP). APPs help pay for childcare services for parents who are employed, participating in a vocational goal or job training, or engaged in other approved activities. As a referral pathway to HMGIE, CCRC was contracted to set up an Ages & Stages Questionnaire (ASQ) system portal with HMGIE to screen children and provide Care Coordination to APP clients with children ages 0-5 using a variety of questionnaires. Questionnaires would assist CCRC in determining the appropriate resources to meet the child's needs. Care Coordinators would follow the HMGIE model by providing direct referrals for services as well as follow up with families to ensure connection to resources.

CCRC has made strides in its efforts to enhance its care coordination capabilities. CCRC has collaborated with the Inland Empire's HMG lead coordinator Loma Linda University Children's Hospital (LLUCH) to develop and refine its logistics around care coordination and referral pathways. Furthermore, CCRC has signed an agreement to adopt the HMGIE platform and is scheduled to undergo training in Spring 2023, ensuring care coordination aligns with HMGIE best practices. Additionally, CCRC has successfully recruited and trained a Supervisor and Care Coordinator to help oversee its operations.

Pending Commission approval, Amendment A1 for Contract S1037 will approve an additional \$421,589 for 2023-24 in order for CCRC to continue its efforts to conduct

screenings and provide care coordination to support First 5 San Bernardino (F5SB) and HMGIE through system integration and establishing a referral pathway from the ECE sector.

Approval of this item supports the Child Health Strategic Priority Area in the Commission’s 2020-23 Strategic Plan through the following Investment Areas:

- Direct Service
- Systems Level Efforts:
 Collaboration and Community Capacity Building
- Supportive Strategies:
 Countywide Collaboration and Statewide/First 5 Networks Efforts

Review

Dawn Martin, Commission Counsel

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

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

FOR COMMISSION USE ONLY						
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 10008595	SC	Dept. 903	A		
Organization Children and Families Commission			Contract Number SI037 A1			
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706	Total Contract Amount \$746,901		
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 September 15,2022	Contract End Date June 30, 2024	Original Amount \$325,312	Amendment Amount \$421,589		
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1000731	Amount \$421,589		
Cost Center		GL Account	Internal Order No.			
Cost Center		GL Account	Internal Order No.	Amount		
Abbreviated Use HMGIE Care Coordination	Estimated Payment Total by Fiscal Year					
	FY	Amount	I/D	FY	Amount	I/D
	23-24	\$421,589	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)

Child Care Resource Center, Inc.

Department/Division

Address

20001 Prairie Street

Chatsworth, CA 91311

Phone

818-717-1000

Federal ID No.

95-3081695

Program Address (if different from legal address):

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

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 746,901 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Auditor-Controller/Treasurer Tax Collector Use Only

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

Fiscal Year 2022-23 \$ 325,312 September 15, 2022 through June 30, 2023
Fiscal Year 2023-24 \$ 421,589 July 1, 2023 through June 30, 2024

Initial Here

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

- A. This Contract is effective as of September 15, 2022 and expires June 30, 2024, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

XIII. CONCLUSION

3. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

continued on next page

ATTACHMENTS

Attachment A – Amended Work Plan for FY23-24

Attachment B – Amended Program Budget for FY23-24

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

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

CHILD CARE RESOURCE CENTER INC.

Legal Entity

▶ _____
Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Michael Olenick
Printed Name

President and CEO
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

▶ _____
Dawn Martin
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date

Contract #:	SI037 A1	Attachment A
Strategic Priority Area & Goals:	Child Health	
Investment Area:	Direct Service System Level Efforts: Collaboration and Community Capacity Building Supportive Strategies: Countywide Collaboration and Statewide/First 5 Networks Efforts	



Agency Name:	Child Care Resource Center (CCRC)	Service Area/s:	San Bernardino County
Program Name:	Developmental Care Coordination	Period:	July 1, 2023 – June 30, 2024

Expectations	Outreach to 4,000 parents of children (0-5yr.) in subsidized childcare programs & case coordination/follow-up to 30% required Care coordination.				
Outcomes	Screenings & referrals for 1,200 client respondents into the HMGIE system.				
Objective/ Goal/Measure	Activity/Description	Activity Dosage/Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
Provide outreach to approx. 4,000 Alternative Payment (AP) clients to participate in developmental screenings for their children ages 0-5.	<ul style="list-style-type: none"> Contact enrolled AP clients & secured the appropriate release of information. Once signed ROI is received, enter the client into the EPIC system (child's name, child's DOB, parent's name, parent email address, & parent phone number) Send parent link to take the ASQ-3 	<ul style="list-style-type: none"> Ongoing outreach to approx. 400 enrolled clients per month X 10 months. Provide follow-up via phone to clients who have not responded to outreach via email to reach a response rate of 30%. 	Quarterly	HMGIE Referral Aggregate - Child	N/A
Provide Care Coordination & follow-up to approx. 1,200 clients who complete initial screening (ASQ-3)	<ul style="list-style-type: none"> Contact the client to provide information about their ASQ-3 scoring & offer four (4) additional screenings (SDOH, ASQ-SE-2, ACE/PEARL, & Oral Health Screening) to assist in determining the appropriate resources to meet the client's needs. Provide local, community resources to clients based on the results of the screening tools completed. Provide follow-up to clients to ensure a connection with resources provided & provide additional resources as needed. 	<ul style="list-style-type: none"> Provide Care Coordination to approx. 120 clients/month X 10 months. Provide a minimum of 2 referrals per client X 120 clients X 10 months. Makeup to three (3) attempts to follow up with the client to confirm access to resources provided at the 15, 30 45-day intervals. 	Quarterly	Care Coordination Aggregate - Child	Narrative report of successful resources connection, & challenges

Agency Rep Name:	Michael Olenick	Data Type:	Quantitative & Qualitative Data		
Agency Signature:		Reporting Period:	Quarterly	Due: By the 15 th of the following month	
Date Signed		Fiscal Year:	July 2023 – June 2024		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	Child Care Resource Center	DIRECTOR:	Kelly Morehouse-Smith	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Help Me Grow Care Coordination	PROGRAM DIRECTOR:	Kelly Morehouse-Smith	TOTAL BUDGET:	421,589
INITIATIVE:		FINANCE OFFICER:	Jennifer J Patricio, GM Manager	RFP/CONTRACT #:	SI037 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	Kelly Morehouse-Smith	Director, Family Well Being	0.05	78.52	104	35%	8,166	2,858	11,024	220,484	5%	The Director will be responsible for oversight of the entire program and will work closely with the Manager to ensure program compliance. NOTE: Position will be charged at 5% for the duration of this program.
2	Rosario Williams	Manager, Family Well Being	0.10	58.21	208	35%	12,108	4,238	16,345	163,454	10%	The Manager will oversee and manage all grant activities, grant requirements and documentation, coordination with partners and any First 5 SB requests/requirements. Be responsible for program reports and is responsible for managing the program budget by working with Finance to monitor program expenses and financial reports. NOTE: Position will be charged at 10% for the duration of this program.
3	Claudia M Aguilar	Supervisor	1.00	36.53	2080	35%	75,982	26,594	102,576	102,576	100%	The Supervisors will provide day-to-day supervision to their team of Care Coordinators and support them in their work with participants. Supervisors will also provide reflective supervision and support the Manager in ensuring contract compliance. NOTE: Position will be charged at 100% for the duration of this program.
4	Gabriela Ortiz	Care Coordinator	1.00	27.45	2080	35%	57,096	19,984	77,080	77,080	100%	The Care Coordinator will receive referrals from subsidized staff when a child's ASQ indicates mild/moderate delays or greater. CARE Coordinators will ensure SDOH and ACEs are completed for referred children and review ASQ to make appropriate service referrals for the child/family. NOTE: Position will be charged at 100% for the duration of this program.
5	TBH	Care Coordinator	1.00	26.14	2080	35%	54,371	19,030	73,401	73,401	100%	The Care Coordinator will receive referrals from subsidized staff when a child's ASQ indicates mild/moderate delays or greater. CARE Coordinators will ensure SDOH and ACEs are completed for referred children and review ASQ to make appropriate service referrals for the child/family. NOTE: Position will be charged at 100% for the duration of this program.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	Child Care Resource Center	DIRECTOR:	Kelly Morehouse-Smith	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Help Me Grow Care Coordination	PROGRAM DIRECTOR:	Kelly Morehouse-Smith	TOTAL BUDGET:	421,589
INITIATIVE:		FINANCE OFFICER:	Jennifer J Patricio, GM Manager	RFP/CONTRACT #:	SI037 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
6	TBH Care Coordinator	0.80	26.14	1664	35%	43,497	15,224	58,721	73,401	80%	The Care Coordinator will receive referrals from subsidized staff when a child's ASQ indicates mild/moderate delays or greater. CARE Coordinators will ensure SDOH and ACEs are completed for referred children and review ASQ to make appropriate service referrals for the child/family. NOTE: Position will be charged at 100% for the duration of this program.
7	John Amy Grant Accountant	0.13	36.18	260	35%	9,407	3,292	12,699	101,593	13%	Will handle all invoicing, financials, projections, allocations, contract compliance, act as program fiscal partner, etc. related to this contract. Time allocated will be 12.5%.
Total Salaries & Benefits						\$ 260,627	\$ 91,219	\$ 351,847	\$ 811,989		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

2023-2024

ORGANIZATION:	Child Care Resource Center	DIRECTOR:	Kelly Morehouse-Smith	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Help Me Grow Care Coordination	PROGRAM DIRECTOR:	Kelly Morehouse-Smith	TOTAL BUDGET:	421,589
INITIATIVE:	0	FINANCE OFFICER:	Jennifer J Patricio, GM Manager	RFP/CONTRACT #:	SI037 A1

II. SERVICES & SUPPLIES

Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1 Supplies	0%	\$ 1,708	Budgeted at \$35 per FTE per month.
Total Services & Supplies		\$ 1,708	

III. TRAVEL

Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1 Mileage & Travel	Local Mileage & Travel	12,281	Various including: Care Coordinators&Supervisor monthly mileage (1x per month * 50mi RT * 12mths * 3 FTE * \$0.655)(1x per month * 50mi RT *9.5mths *1 FTE); Manager monthly mileage (2x per mth * 140mi RT *12mths * 1 FTE * \$0.655); Director monthly mileage (2x per mth * 180mi RT *12mths * 1 FTE * \$0.655); Manager/ Director monthly travel (1 night/ 2 days per mth * 12mths * 2 staff * \$240 each for hotel/ per diem for SB);
Total Travel		12,281	

IV. DIRECT COST

Expense:	TOTAL F5SB BUDGET	Description/Justification:
1 Overhead costs	18,256	Estimated costs for space, telephone, office maintenance, insurance, security, utilities for staff directly charged to this project.
Total Direct Cost		18,256

V. INDIRECT COSTS

Percent:	10%	37,497	
Basis:	Modified Total Direct Cost (MTDC)		
Total Indirect Costs		37,497	
TOTAL FIRST 5 BUDGET		\$ 421,589	



Program Outline Document 2023-2024

AGENCY INFORMATION

		Contract #:	SI037 A1
Legal Entity:	Child Care Resource Center, Inc.		
Dept./Division:	Family Well-Being		
Project Name:	CCRC-HMGIE Care Coordination		
Program Site Address:	1111 E Mill Street, #100 San Bernardino, CA 92408	Client Referral Phone #	(909) 384-8000

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name:	Dr. Michael Olenick	Title:	President and CEO
Address:	20001 Prairie Street Chatsworth, CA 91311	Direct Phone #:	818-717-1010
E- Mail:	Molenick@ccrcca.org	Fax #:	818-717-9161

CONTRACT REPRESENTATIVE

Name:	Jose Ramos	Title:	VP & Chief Program Officer
Address:	20001 Prairie Street Chatsworth, CA 91311	Direct Phone #:	818-717-1060
E- Mail:	JRamos@ccrcca.org	Fax #:	

PROGRAM CONTACT

Name:	Kelly Morehouse-Smith, LMFT	Title:	Family Well-Being Director
Address:	20001 Prairie Street Chatsworth, CA 91311	Direct Phone #:	818-717-4500
E- Mail:	KMorehouse-Smith@ccrcca.org	Fax #:	

FISCAL CONTACT

Name:	Jennifer Patricio	Title:	Grants Management Manager
Address:	20001 Prairie Street Chatsworth, CA 91311	Direct Phone #:	818-717-1024
E-Mail:	JPatricio@ccrcca.org	Fax #:	

ADDITIONAL CONTACT (Describe): Program

Name:	Francesca Kuruppu	Title:	CCFA Director
Address:	20001 Prairie Street Chatsworth, CA 91311	Direct Phone #:	818-717-1047
E-Mail	FKuruppu@ccrcca.org	Fax #:	

Name:	Rosario S. Williams	Title:	Family Well-Being Manager
Address:	20001 Prairie Street Chatsworth, CA 91311	Direct Phone #:	661-450-2430
E-Mail	rwilliams@ccrcca.org	Fax #:	

Name: Claudia Aguilar
Address: 20001 Prairie Street
Chatsworth, CA 91311
E-Mail caguilar@ccrcca.org

Title: Care Coordination Supervisor
Direct Phone #: 661-450-3098
Fax #: _____

Name: Marvin O. Colon
Address: 20001 Prairie Street
Chatsworth, CA 91311
E-Mail mcolon@ccrcca.org

Title: Sr. Grant Accountant
Direct Phone #: 818-717-4583
Fax #: _____

PROGRAM INFORMATION

TYPE OF AGENCY **Community-Based** **Describe:** Non Profit

PROGRAM DESCRIPTION

CCRC offers ASQ-3 screenings to children participating in their Alternative Payment Program with an anticipated 30% client response rate. Those families will then enter Care Coordination. Additional screenings are offered (SDOH, ASQ-SE-2, ACEs and Oral Health Screening) with trauma-informed resources. Referrals to families are based on results of screenings completed (i.e. food insecurity, housing, developmental concerns, mental health, etc.). Follow-up components after the referrals are provided to ensure parents are connected to services.

REGION
 Countywide

STRATEGIC PRIORITY AREA & GOAL Child Health Quality Early Learning Family Support

INVESTMENT AREA Direct Services Systems Level Efforts Supportive Strategies
 Community Capacity Building Countywide Collaboration

ASSIGNED ANALYST: Iffat Quazi

ASSIGNED ACCOUNTANT: Hope Loewenstein

ASSIGNED EVALUATOR: Ray Salamat

PROCUREMENT TYPE: Competitive Non-Competitive Collaborative

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2022-2023	\$325,312	\$0	\$325,312
2023-2024	\$0	\$421,589	\$421,589
Total			\$746,901



AGENDA ITEM 6
July 12, 2023

Subject	Contract SI041, Loma Linda University Children’s Hospital for Help Me Grow Inland Empire initiative.
Recommendations	Approve Contract SI041 with Loma Linda University Children’s Hospital in the amount of \$1,128,762 for 2023-25 for the Help Me Grow Inland Empire initiative. (Presenter: Iffat Quazi, Staff Analyst II, 252-4275)
Financial Impact	\$1,128,762 for 2023–2025
Background Information	<p>Help Me Grow Inland Empire (HMGIE) is an Inland Empire approach between San Bernardino and Riverside led by Loma Linda University Children’s Hospital (LLUCH) to build a strong, aligned early intervention system to best support children and families. HMGIE promotes the involvement of pediatric primary care practices, early care and education professionals and families and community providers at the grass roots level. The model of HMG reflects a national set of best practices for designing and implementing a system that can optimally meet the needs of young children and families.</p> <p>Early childhood is the most important period of mental and physical development. It is also a time when concerns may arise, and parents and caregivers may wonder if what they observe in their child is typical development. In fact, as many as 25% of children ages 0-5 are at risk for developmental delays. However, when delays are identified and addressed early, it can have a life-changing impact for children and families. Appropriate support in the early years can set children on track to succeed in school and beyond.</p> <p>In August of 2019, the Commission approved contract SI031 with LLUCH to pilot the HMGIE service system. LLUCH has successfully completed development of the HMGIE Strategic Plan and hosted community summits. Furthermore, LLUCH continues to implement strategic plan objectives and build sustainable relationships in support of the HMGIE system.</p> <p>In September 2021, as part of contract S1031, LLUCH updated its software solution to replace previous data management structures that were Excel-based, inefficient, and limited in scalability. LLUCH required a care management tool solution to assist with data management and reporting related to daily encounters with families engaged with the Access Center. The new platform enables HMGIE’s Access Center staff to efficiently document client care coordination and run analytics against the data for reporting and quality assurance purposes.</p> <p>Pending Commission approval, LLUCH is poised to implement the HMGIE screening system. Over the next two years, LLUCH plans to recruit as many early child education and clinic sites as possible, to increase the number of children registered for screening. The primary aim is to improve care coordination and provider linkages to community support while providing Access Center parent support services. Additionally, the program aims to enhance the Access Center service delivery model, family, and community outcomes, and become a best practice, Help Me Grow program. LLUCH will ensure that the program adheres to national standards and collaborates regionally, making it a leading model at the state and national level.</p>

Furthermore, LLUCH will prioritize three critical program development strategies:

- Embark on a Sustainability & Feasibility Review
- Conduct robust Marketing & Outreach to Increase Regional Awareness
- Continue System Building & Regional Integration and Collaboration of Providers, Agencies and Systems

Approval of this item supports the **Child Health** Strategic Priority Area in the Commission’s 2020-23 Strategic Plan through the following Investment Area:

- **Systems Level Efforts:**
 Collaboration, Community Capacity Building and Workforce

Review

Dawn Martin, Commission Counsel

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

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY

STANDARD CONTRACT**

<i>FOR COMMISSION USE ONLY</i>				
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 20000092	SC	Dept. 903	A
Organization Children and Families Commission				Contract Number SI041
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706	Contractor's License No.
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				Total Contract Amount \$1,128,762
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date July 1, 2023	Contract End Date June 30, 2025	Original Amount	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1000734	Amount \$555,093
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use Help Me Grow Inland Empire Loma Linda University	FY 23-24 24-25	Estimated Payment Amount \$555,093 \$573,669	I/D I I	Total by Fiscal Year FY Amount I/D

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

Legal Name (hereinafter called the Contractor)

Loma Linda University Children's Hospital

Department/Division

Ambulatory Services

Address

11234 Anderson Street, Suite CH 1816

Loma Linda, CA 92354

Phone

(909) 558-4747

Federal ID No.

33-0565591

Program Address (if different from legal address):

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

WHEREAS, the Commission has been authorized by these cited references and by San Bernardino County Code under Sections 12.2901 – 12.2907 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

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

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

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	PROGRAM WORK PLAN	Attachment A
	PROGRAM BUDGET	Attachment B

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Unduplicated Clients: Clients who are counted as receiving service for the first time.

Uninsured: Individuals not covered by health insurance.

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

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

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

III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission's Policy 18-01 Non-public Personally Identifiable Information specified at <https://www.sbcounty.gov/uploads/First5/CommissionPolicies/CURRENT-CFC18-01Non-PublicPersonallyIdentifiableInformation.pdf> prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <https://www.sbcounty.gov/uploads/First5/CommissionPolicies/CURRENT-CFC18-01Non-PublicPersonallyIdentifiableInformation.pdf> are hereby incorporated by this reference.
- Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- Contractor shall comply with all applicable provisions of the [Health Insurance Portability and Accountability Act of 1996](#) (HIPAA), as applicable.

O. Child Abuse Reporting

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

- Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by [Penal Code Sections 11164 et seq.](#) to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them;
- Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any

observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

- Provision of or arrangement of training in child abuse reporting laws ([Penal Code, Sections 11164 et seq.](#)) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

Initial Here

P. Department of Justice Clearance

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

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

Initial Here

Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission

to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or

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

or

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

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

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- g. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Attorney's Fees and Costs

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

X. Ownership Rights

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

Y. Attribution

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

https://www.sbcounty.gov/uploads/First5/docs/main/media_guidelines.pdf.

Z. Incongruous Activities

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

AA. Reports

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

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

▪ Program Reports

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

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

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▪ Fiscal Reports

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

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

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

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▪ Asset Report

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

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

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BB. Pro-Children Act of 1994

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

CC. Debarment, Suspension, and Other Responsibility Matters

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

a. The Contractor certifies that neither it, its principals, nor any potential subcontractors:

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

- b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

EE. Environmental Requirements

The Commission has adopted a recycled product purchasing standards policy (San Bernardino County Policy 11-08), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the Commission. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the Commission whenever practicable.

IV. COMMISSION RESPONSIBILITIES

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

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$1,128,762 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 2023-24	<u>\$ 555,093</u>	July 1, 2023 through June 30, 2024
Fiscal Year 2024-25	<u>\$ 573,669</u>	July 1, 2024 through June 30, 2025

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B. Payment Provisions

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

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

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

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

C. EFT Payments

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

D. Allowable Costs

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

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

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

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

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

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

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E. Supplanting of Funds

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

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

The Contractor must submit any Budget Revision Requests to the Commission no later than **February 28th** of the fiscal year. Budget Revision Requests may be submitted in hard copy form with original signatures or electronically in a PDF format. Postmarked envelopes received after **February 28th** will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Variances to the individual line items of Section A: Salaries and Benefits may be allowed if deemed reasonable and does not increase the total budgeted amount of Section A: Salaries and Benefits.

Annual variances of up to 10% of individual line items within Section B: Services and Supplies are allowable provided that the variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Annual variances in excess of 10% of line item cannot be made by the Contractor without prior approval of a Budget Revision Request by the Commission in accordance with Section V, Paragraph G of this Contract.

I. Procurement

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

J. Fixed Assets

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

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

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

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

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E. Recovery of Investigation and Audit Costs

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

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

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

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

X. NONDISCRIMINATION

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

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

2. Civil Rights Compliance

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

D. Sexual Harassment

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The Commission reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in termination of the Contract. The Commission also reserves the right to obtain the requested information by way of a background check performed by an

investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in termination of the Contract.

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

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

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

continued on next page

XIII. CONCLUSION

- A. This Contract, consisting of 21 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.
- C. This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

CHILDREN AND FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

LOMA LINDA UNIVERSITY CHILDREN'S
HOSPITAL

Legal Entity

▶ _____
Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Brett Walls
Printed Name

Assistant Vice President – Ambulatory
Services
Title

Dated

Official Stamp

<p>Reviewed for Processing</p> <p>▶ _____ Cindy Faulkner Assistant Director</p> <p>_____ Date</p>	<p>Approved as to Legal Form</p> <p>▶ _____ Dawn Martin 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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Contract #:	SI041	Attachment A
Strategic Priority Area & Goals:	Child Health	
Investment Area:	Systems Level Efforts	



Agency Name:	Loma Linda University Children's Hospital	Service Area/s:	Inland Empire
Program Name:	Help Me Grow Inland Empire	Period:	July 1, 2023 – June 30, 2025

Expectations	The primary goal of the HMGIE program in FY 24-25 is to implement the HMGIE system, to recruit Early Child Education & some clinic sites to increase screening, link providers, provide Access Center parent support services, inform care coordination & provider linkages to community supports, & support regional system building. The secondary goal of the program is to improve upon the Access Center service delivery model & family & community outcomes to deliver a best practice, Help Me Grow program, as guided by national standards that assist in HMGIE to be a state & national best model for regional collaboration.
Outcomes	Over the next two years, HMGIE will register at least 10,000 total new children (with equal populations as possible between SB & Riverside Counties) into HMGIE Portal by FY June 30, 2025, while continuing to serve the children referred to Access Center for a total service delivery goal of serving 15,000 children between San Bernardino & Riverside Counties by the end-of FY June 30, 2025).

Objective/ Goal/ Measure	Activity/Description	Activity Dosage/ Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
1.1 Implementation of the HMGIE Platform to ensure the LLUH EPIC-hosted health system's screening efforts & community screening efforts are aligned with clear data reporting.	<ul style="list-style-type: none"> Enroll ECE centers providers & home-based care providers onto the HMGIE Platform. Enroll independent pediatric physician practice providers onto the HMGIE Platform. 	Daily, ongoing, & summarized in the dashboard.	Quarterly	Aggregated Count of providers onboard the platform.	Upload HMGIE Quarterly Dashboards Report (Dashboards will be standardized & data fields finalized in July/Aug with both First 5's approval) See 4.1
1.2 Reach at least 80% of the child population registered & screened for developmental delay, social-emotional developmental delay & SDOH needs. <i>(Population of Children Under 5 in both counties is N=306,243 per 2020 Census)</i>	<ul style="list-style-type: none"> Register & conduct screening for developmental delay, social-emotional developmental delay & SDOH needs for children ages 0-5. Linking children with concerns with appropriate providers on the HMGIE system ensures a developmental safety net. FY 24: At least 5,000 new children have been registered in the portal, or approximately 4.9% of children ages 0-5* FY 25: At least 5,000 new children have been registered in the platform or 9.8% of children ages 0-5* 	Ongoing	Quarterly	Screening Aggregated data count of children (age 0-5)	Upload HMGIE Quarterly Dashboards Report
1.3 Increase system-building & care coordination & standardize referral pathways in the region.	<ul style="list-style-type: none"> Establish referral triage coordination. Create regional referral protocols & bi-directional communication for developmental screening. Identify gaps or duplication between providers. 	Ongoing	Quarterly	N/A	Upload Program Progress Report with the following sections: Accomplishments, Challenges, Identified Gaps in Care Learning/ Advising to First 5's on partner/provider system

Contract #:	SI041		Attachment A
Strategic Priority Area & Goals:	Child Health		
Investment Area:	Systems Level Efforts		

					issues & collaborations; Feasibility/ Sustainability Discussions
1.4 Through the HMGIE portal secure family access support by connecting families to providers for appropriate interventions & community resources.	<ul style="list-style-type: none"> Refer & connect families to appropriate providers. Refer & connect families to appropriate community resources. Reach HMG National benchmark of measure resourcing trends & report on a 75% baseline of 2022 family success rates at accessing resources for cases of known outcomes. 	Ongoing. Summarized in the dashboard	Quarterly	Access Aggregated data count of Family = Parents on Persimmony	<ul style="list-style-type: none"> Complete the Quarterly Narrative Reporting in the Monitoring Section. Upload HMGIE Quarterly Dashboards Report
1.5 Embark on a sustainability & feasibility review to continue to evolve the model.	<ul style="list-style-type: none"> Investigate the needs of the health system & other county partners. Study the scale, cost, & service projections & inform subscription or partner investment models for sustainability with the First 5 consultants. 	Ongoing	Quarterly	N/A	Upload HMGIE Quarterly Dashboards Report
2.1 Build on Access Center operations to create a regional “best practice” model of navigational support & system of care for families.	<ul style="list-style-type: none"> Define & outline the unique expertise of the HMGIE Access Center Provide developmental education & screening results. Refine the model with clear expectations with providers to streamline referral, resources & close-loop communication through the HMGIE Platform. 	Ongoing. Summarized in the dashboard.	Quarterly	N/A	Upload HMGIE Quarterly Dashboards Report
2.2 Increase the number of referrals or calls to the Access Center. <i>(Baseline of 2,458 unique children in the calendar year 2022 & determine a screening-to-referral ratio for future modeling).</i>	<ul style="list-style-type: none"> Track new referrals per day/month for data trending to determine the percentage of completed screenings that result in referrals to Access Center. Maintain Access Center phone line & website. 	Ongoing services provided to families Mon-Fri, 8 am-5 pm, summarized in dashboard.	Quarterly	Access Aggregated count of children (age 0-5)	Upload HMGIE Quarterly Dashboards Report
3.1 To raise awareness of HMGIE.	<ul style="list-style-type: none"> Design & implement an effective regional, advertising & social media campaign. Provide HMGIE marketing materials to the F5SB on resource, parent education & outreach. Engagement on social media with HMGIE developmental screening information. 	Ongoing	Semi-Annually	N/A	Upload HMGIE Quarterly Dashboards Report
3.2 Community Outreach	<ul style="list-style-type: none"> Provide community outreach & networking with “HMGIE comes to you.” 	Developmental screening education/in	Quarterly	N/A	Upload Written Program Progress Report

Contract #:	SI041		Attachment A
Strategic Priority Area & Goals:	Child Health		
Investment Area:	Systems Level Efforts		

		-services at 6/month.			
4.1 Achieve the First 5 approval of dashboard & data fields reports by August 15 th , 2023, for FY 24 & August, 15 th 2024 for FY 25	<ul style="list-style-type: none"> Utilize & streamline data to guide system implementation. 	Ongoing	Quarterly	N/A	Upload HMGIE Quarterly Dashboards Report
4.2 Standardize the HMGIE data reporting & ensure timely submission of the HMG National Fidelity Report.	<ul style="list-style-type: none"> Provide the First 5 standardized quarterly & annual data reports with a data definition methodology that reports aggregate population registered, demographics (based on Fidelity report), & screening data. Track activity by sites using HMGIE & provide data governance/advising to First 5 on attributing to partners. Submission of the HMG National Fidelity Report. 	Ongoing	Annually	N/A	<ul style="list-style-type: none"> Upload Digital Annual Report by September 15th of every fiscal year. Final Dashboards of the Full Fiscal Year published by August 15th. HMG National Reports data due: March – 12 month of Calendar Year; August – 6 month “mini” Complete the Annual Narrative Reporting in the Monitoring Section

Agency Rep Name:		Data Type:	Quantitative & qualitative		
Agency Signature:		Reporting Period:	Quarterly, Semi-annually & Annually	Due: By the 15 th of the following month	
Date Signed		Fiscal Year:	2023-2025		



FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR:

2023-2024 (FY24)

ORGANIZATION:	Loma Linda University Children's Hospital	DIRECTOR:	Brett Walls, Assistant Vice President Ambulatory	PROGRAM YEAR:	2023-2024 (FY24)
PROGRAM TITLE:	Help Me Grow Inland Empire	PROGRAM DIRECTOR:	Megan Daly, Director HMGIE	TOTAL BUDGET:	555,093
INITIATIVE:	First 5: Children's Health/Whole Child	FINANCE OFFICER:		RFP/CONTRACT #:	SI041

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB 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	SALARIES & BENEFITS	0.13	197.00	260	35%	51,220	17,927	69,147	553,176	13%	HMGIE Physician lead; works in collaboration to grow program. Provides pediatric expertise on HMGIE platform development, services, and care coordination. Primary liaison to clinic providers and for screening advocacy at local/state/national levels.
2	SALARIES & BENEFITS	0.05	111.60	104	35%	11,606	4,062	15,669	313,373	5%	Senior Assitant Vice President over the program; works in collaboration with the physician and Director, assists with strategic planning for growth, development/sustainability, finance management, and program implementation to goal.
3	SALARIES & BENEFITS	0.50	87.05	1040	35%	90,532	31,686	122,218	244,436	50%	Reports to AVP and directs full HMGIE program, day-to-day operations, and contract implementation: budget, accounting, personnel, audits, outcomes, platform implementation, reporting, data, and program enhancement and modeling for sustainability.
4	SALARIES & BENEFITS	0.50	50.00	1040	35%	52,000	18,200	70,200	140,400	50%	Reports to Director: responsible for engagement, onboarding, and mentoring long-term site adoption of the HMGIE platform. Provides outreach, education, training, workflow mentoring, platform go-live, long-term adoption & reporting for all community sites.
5	SALARIES & BENEFITS	0.50	32.53	1040	35%	33,831	11,841	45,672	91,344	50%	Reports to Director: Responsible for productive, efficient Access Center workflows: Manages referral assignments to team, oversees call center productivity, ensures center performance goals.
6	SALARIES & BENEFITS	0.50	30.94	1040	35%	32,178	11,262	43,440	86,880	50%	Reports to Director: responsible for engagement, onboarding, and mentoring long-term site adoption of the HMGIE platform. Provides education, training, workflow mentoring, platform go-live, long-term adoption and reporting for clinics and provider sites.
7	SALARIES & BENEFITS	0.50	31.72	1040	35%	32,989	11,546	44,535	89,070	50%	Reports to Director: Provides parent and user support for any calls to the Access Center regarding the platform and parent portal; acts as liaison to Information Services Team and manages platform troubleshooting/update projects.
8	SALARIES & BENEFITS	0.50	28.73	1040	35%	29,879	10,458	40,337	80,674	50%	Reports to Director: Provides parent and user support for any calls to the Access Center regarding the platform and parent portal; acts as liaison to Information Services Team and manages platform troubleshooting/update projects.
Total Salaries & Benefits						\$ 334,235	\$ 116,982	\$ 451,218	\$ 1,599,353		



FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET
 FISCAL YEAR:

2023-2024 (FY24)

ORGANIZATION:	Loma Linda University Children's Hospital	DIRECTOR:	Brett Walls, Assistant Vice President Ambulatory	PROGRAM YEAR:	2023-2024 (FY24)
PROGRAM TITLE:	Help Me Grow Inland Empire	PROGRAM DIRECTOR:	Megan Daly, Director HMGIE	TOTAL BUDGET:	555,093
INITIATIVE:	First 5: Children's Health/Whole Child	FINANCE OFFICER:		RFP/CONTRACT #:	SI041

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J



FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR:

2023-2024 (FY24)

ORGANIZATION:	Loma Linda University Children's Hospital	DIRECTOR:	Brett Walls, Assistant Vice President Ambulatory	PROGRAM YEAR:	2023-2024 (FY24)
PROGRAM TITLE:	Help Me Grow Inland Empire	PROGRAM DIRECTOR:	Megan Daly, Director HMGIE	TOTAL BUDGET:	555,093
INITIATIVE:	First 5: Children's Health/Whole Child	FINANCE OFFICER:		RFP/CONTRACT #:	SI041

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J



FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET 2023-2024 (FY24)
 FISCAL YEAR:

ORGANIZATION:	Loma Linda University Children's Hospital	DIRECTOR:	Brett Walls, Assistant Vice President Ambulatory	PROGRAM YEAR:	2023-2024 (FY24)
PROGRAM TITLE:	Help Me Grow Inland Empire	PROGRAM DIRECTOR:	Megan Daly, Director HMGIE	TOTAL BUDGET:	555,093
INITIATIVE:	First 5: Children's Health/Whole Child	FINANCE OFFICER:	0	RFP/CONTRACT #:	SI041

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1 Printing	0%	\$ 2,500	Printing costs of program materials and promotional give-away items: parent informing materials provided to ECE and clinic sites and items given at public events.	
2 Office Supplies	0%	\$ 500	Basic office supplies to support team day-to-day work: desk supplies, computer supplies, and small office supply ordering needs.	
3 Office Equipment	1%	\$ 3,000	Cost of the Access Center call system per user/per month and the lease of computers per month from LLUH IS department.	
4 Rent/Lease/Building	2%	\$ 10,662	Full office suite rent for normal business hours. Rent increase this year to reflect growing team full use of suite in FY 24-25.	
5 Utilities	1%	\$ 4,250	Utilities directly associated with HMGIE office (gas, electric, cleaning)	
6 IT/Software/Hardware	5%	\$ 25,000	Software costs: Cost of HMGIE Platform annual fees (website applications, EPIC Care Link) and Cost of Brookes licensing/user agreement for developmental surveys sent via the platform.	
7 Professional Services (Marketing/Outreach)	1%	\$ 5,000	HMGIE outreach to families and digital advertising regionally; parent and provider social media posts , annual report layout; Summit advertising.	
Total Services & Supplies		\$ 50,912		

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

IV. TRAVEL			
Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1 Local	Employee Travel/Mileage	2,500	Reimbursement for employee use of personal vehicle to attend HMGIE or First 5 related meetings.
Total Travel		2,500	



FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET **2023-2024 (FY24)**
 FISCAL YEAR:

ORGANIZATION:	Loma Linda University Children's Hospital	DIRECTOR:	Brett Walls, Assistant Vice President Ambulatory	PROGRAM YEAR:	2023-2024 (FY24)
PROGRAM TITLE:	Help Me Grow Inland Empire	PROGRAM DIRECTOR:	Megan Daly, Director HMGIE	TOTAL BUDGET:	555,093
INITIATIVE:	First 5: Children's Health/Whole Child	FINANCE OFFICER:	0	RFP/CONTRACT #:	SI041

V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:
1				
	Total Subcontractors		-	
VI. INDIRECT COSTS				
	Percent:	10%	50,463	
	Basis:			
	Total Indirect Costs		50,463	
TOTAL FIRST 5 BUDGET			\$ 555,093	



FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2024-2025 (FY25)

ORGANIZATION:	Loma Linda University Children's Hospital	DIRECTOR:	Brett Walls, Assistant Vice President Ambulatory	PROGRAM YEAR:	2024-2025 (FY25)
PROGRAM TITLE:	Help Me Grow Inland Empire	PROGRAM DIRECTOR:	Megan Daly, Director HMGIE	TOTAL BUDGET:	573,669
INITIATIVE:	First 5: Children's Health/Whole Child	FINANCE OFFICER:		RFP/CONTRACT #:	5041

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name:										
1	SALARIES & BENEFITS HMGIE Physician Lead- Provider Outreach & Service Delivery	0.13	197.00	260	35%	51,220	17,927	69,147	553,176	13%	HMGIE Physician lead; works in collaboration to grow program. Provides pediatric expertise on HMGIE platform development, services, and care coordination. Primary liaison to clinic providers and for screening advocacy at local/state/national levels.
2	SALARIES & BENEFITS Assistant Vice President Ambulatory Care (LUUCH)	0.05	117.18	104	35%	12,187	4,265	16,452	329,041	5%	Senior Assistant Vice President over the program; works in collaboration with the physician and Director, assists with strategic planning for growth, development/sustainability, finance management, and program implementation to goal.
3	SALARIES & BENEFITS HMGIE Director	0.50	91.40	1040	35%	95,056	33,270	128,326	256,651	50%	Reports to AVP and directs full HMGIE program, day-to-day operations, and contract implementation: budget, accounting, personnel, audits, outcomes, platform implementation, reporting, data, and program enhancement and modeling for sustainability.
4	SALARIES & BENEFITS Program Manager	0.50	52.50	1040	35%	54,600	19,110	73,710	147,420	50%	Reports to Director: responsible for engagement, onboarding, and mentoring long-term site adoption of the HMGIE platform. Provides outreach, education, training, workflow mentoring, platform go-live, long-term adoption & reporting for all community sites.
5	SALARIES & BENEFITS Sr. Coordinator Access Center	0.50	34.16	1040	35%	35,526	12,434	47,961	95,921	50%	Reports to Director: Responsible for productive, efficient Access Center workflows: Manages referral assignments to team, oversees call center productivity, ensures center performance goals.
6	SALARIES & BENEFITS Program Coordinator	0.50	32.49	1040	35%	33,790	11,826	45,616	91,232	50%	Reports to Director: responsible for engagement, onboarding, and mentoring long-term site adoption of the HMGIE platform. Provides education, training, workflow mentoring, platform go-live, long-term adoption and reporting for clinics and provider sites.
7	SALARIES & BENEFITS Program Coordinator	0.50	31.72	1040	35%	32,989	11,546	44,535	89,070	50%	Reports to Director: Provides parent and user support for any calls to the Access Center regarding the platform and parent portal; acts as liaison to Information Services Team and manages platform troubleshooting/update projects.
8	SALARIES & BENEFITS Program Coordinator	0.50	30.17	1040	35%	31,377	10,982	42,359	84,717	50%	Reports to Director: Provides parent and user support for any calls to the Access Center regarding the platform and parent portal; acts as liaison to Information Services Team and manages platform troubleshooting/update projects.
Total Salaries & Benefits						\$ 346,744	\$ 121,361	\$ 468,105	\$ 1,647,229		



FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2024-2025

ORGANIZATION: Loma Linda University Children's Hospital		DIRECTOR: Brett Walls, Assistant Vice President Ambulatory		PROGRAM YEAR: 2024-2025 (FY25)	
PROGRAM TITLE: Help Me Grow Inland Empire		PROGRAM DIRECTOR: Megan Daly, Director HMGIIE		TOTAL BUDGET: 573,669	
INITIATIVE: First 5: Children's Health/Whole Child		FINANCE OFFICER: 0		RFP/CONTRACT #: SI041	
II. SERVICES & SUPPLIES					
Expense:		% of Allocation:	TOTAL FSSB BUDGET (\$)	Description/Justification:	
1	Printing	0%	\$ 2,500	Printing costs of program materials and promotional give-away items: parent informing materials provided to ECE and clinic sites and items given at public events.	
2	Office Supplies	0%	\$ 500	Basic office supplies to support team day-to-day work: desk supplies, computer supplies, and small office supply ordering needs.	
3	Office Equipment	1%	\$ 3,000	Cost of the Access Center call system per user/per month and the lease of computers per month from LLUH IS department.	
4	Rent/Lease/Building	2%	\$ 10,662	Full office suite rent for normal business hours. Rent increase this year to reflect growing team full use of suite in FY 24-25.	
5	Utilities	1%	\$ 4,250	Utilities directly associated with HMGIIE office (gas, electric, cleaning)	
6	IT/Software/Hardware	4%	\$ 25,000	Software costs: Cost of HMGIIE Platform annual fees (website applications, EPIC Care Link) and Cost of Brookes licensing/user agreement for developmental surveys sent via the platform.	
7	Professional Services (Marketing/Outreach)	1%	\$ 5,000	HMGIIE outreach to families and digital advertising regionally; parent and provider social media posts; annual report layout; Summit advertising.	
Total Services & Supplies			\$ 50,912		
III. FOOD					
Event(s):		TOTAL FSSB BUDGET	Description/Justification:		
1					
Total Food		\$ -			
IV. TRAVEL					
Destination:		Purpose:		TOTAL FSSB BUDGET	Description/Justification:
1	Employee Mileage/Travel	0%	\$ 2,500	Reimbursement for employee use of personal vehicle to attend HMGIIE or First 5 related meetings.	
Total Travel			\$ 2,500		
V. SUBCONTRACTORS					
Organization Name:		TOTAL FSSB BUDGET	Description/Justification:		
1					
Total Subcontractors		\$ -			
VI. INDIRECT COSTS					
Percent:	10%	52,152			
Basis:					
Total Indirect Costs		\$ 52,152			
TOTAL FIRST 5 BUDGET			\$ 573,669		



Program Outline Document 2023-2025

AGENCY INFORMATION

Contract #: SI041

Legal Entity: Loma Linda University Children’s Hospital

Dept./Division: Ambulatory Services

Project Name: Help me Grow Inland Empire

Program Site Address: 11234 Anderson Street, Suite CH 1816
Loma Linda, CA 92354 **Client Referral Phone #:** (909) 558-7496

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Peter Baker **Title:** Senior Vice President and Administrator

Address: 11234 Anderson Street, Suite CH 1816
Loma Linda, CA 92354 **Direct Phone #:** (909) 558-4747

E- Mail: pbaker@llu.edu **Fax #:** (909) 558-0223

CONTRACT REPRESENTATIVE

Name: Brett Walls **Title:** Assistant Vice President

Address: 11234 Anderson Street, Suite CH 1816
Loma Linda, CA 92354 **Direct Phone #:** (909) 558-7496

E- Mail: bwalls@llu.edu **Fax #:** (909) 558-0223

PROGRAM CONTACT

Name: Megan Daly, MHA **Title:** Director

Address: 11215 Mountain View Plaza, Suite 179
Loma Linda, CA 92354 **Direct Phone #:** (951) 833-0319

E- Mail: mdaly@llu.edu **Fax #:** (909) 558-0223

FISCAL CONTACT

Name: Aleta Savage **Title:** Executive Director Pre-Post Award

Address: 24887 Taylor Street, Suite 202
Loma Linda, CA 92354 **Direct Phone #:** (909) 558-4589

E-Mail: rapostaward@llu.edu **Fax #:** (909) 558-0199

ADDITIONAL CONTACT (Describe): Choose an item.

Name: _____ **Title:** _____

Address: For Staff Analyst use only. **Direct Phone #:** _____

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

PROGRAM INFORMATION

TYPE OF AGENCY Private Entity/Institution **Describe:** Non Profit

PROGRAM DESCRIPTION

Help Me Grow Inland Empire is a cross-county approach to build a strong, aligned early intervention system to best support children and families. The primary goal of HMGIE program in FY 24-25 is to implement the HMGIE platform and to recruit as many Early Child Education and clinic sites as possible over three years with aggressive targets of children registered to increase screening, link providers, provide Access Center parent support services, and to inform care coordination and provider linkages to community supports, and support regional system building.

The secondary goal of the program is to improve upon the Access Center service delivery model and family and community outcomes to deliver a best practice, best-in-class Help Me Grow program, guided by national standards that assists in HMGIE being a state and national best model for regional collaboration.

REGION

Inland Empire
San Bernardino County

STRATEGIC PRIORITY AREA & GOAL Child Health Quality Early Learning Family Support

INVESTMENT AREA Direct Services Systems Level Efforts Supportive Strategies

ASSIGNED ANALYST: Iffat Quazi

ASSIGNED ACCOUNTANT: Hope Loewenstein

ASSIGNED EVALUATOR: Ray Salamat

PROCUREMENT TYPE: Competitive Non-Competitive Selected

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2023-2024	\$555,093		\$555,093
2024-2025	\$573,669		\$573,669
Total			\$1,128,762



AGENDA ITEM 7
July 12, 2023

Subject	Quality Start San Bernardino Contracts
Recommendations	<p>Approve the following contract amendments for implementation of Quality Start San Bernardino for Fiscal Year 2023-2024:</p> <ul style="list-style-type: none">a. San Bernardino County Superintendent of Schools, Amendment A2 for Contract EC038 for \$221,721 resulting in a cumulative total of \$988,575 for administrative services; andb. University Enterprises Corporation/California State University, San Bernardino, Amendment A2 for Contract EC039 for \$401,839 resulting in a cumulative total of \$1,785,994 to enhance higher education opportunities in early care and education and conduct site assessments; andc. Child Care Resource Center, Amendment A2 for Contract EC040 for \$1,593,563 resulting in a cumulative total of \$6,589,475 for outreach & enrollment, coordination of quality improvement services, program evaluation and professional development. <p>(Presenter: Erika Willhite, Staff Analyst II, 252-4262)</p>
Financial Impact	\$2,217,123 for 2023-24.
Background Information	<p>First 5 San Bernardino (F5SB) has contracted with San Bernardino County Superintendent of Schools (SBCSS), California State University San Bernardino (CSUSB), and Child Care Resource Center (CCRC) to implement Quality Start San Bernardino (QSSB) since 2015. The most recent contracts were approved by the Commission in June 2020 for a three-year term, and two of those contracts were subsequently amended in May 2023 to update contract language related to Federal funding. The proposed contract amendments to the three contracts will extend the contract term an additional year for 2023-2024 and update the language in the remaining contract to include the Federal funding provisions.</p> <p>QSSB is supported through several funding streams, including Quality Counts California (QCC) administered by the California Department of Social Services (CDSS) and IMPACT Legacy administered by First 5 California (F5CA). The Commission approved the receipt of \$699,962 for QCC on June 7, 2023. F5SB submitted a Letter of Intent on May 16, 2023, that identifies F5SB as the lead agency on behalf of the QSSB Consortium for IMPACT Legacy. With input from the QSSB Operating Partners and Steering Committee, F5SB submitted the IMPACT Legacy local county application for \$1,684,067 on June 11, 2023. F5SB expects an award notification from F5CA in July 2023.</p> <p>To date, QSSB has accomplished the following:</p> <ul style="list-style-type: none">• Collectively identified additional staff members within each agency to interact as Steering Committee, Operational, and Organizational leads within the QRIS system.• Operational leads implemented process improvements to the QSSB system, refined the data collection system, and implemented a communications plan.• Developed an entry/enrollment process outlined by Steering Committee members and placed 209 participating sites in the QSSB system.• Adopted a Strategic Plan, which includes an Equity Statement and Framework

-
- All partners engage in continuous outreach to providers, community members, and parents of San Bernardino to promote quality within early childhood education.

Pending Commission approval of the recommended contracts, QSSB services will continue to be provided by the following organizations for Fiscal Year 2023-2024:

- **San Bernardino County Superintendent of Schools (SBCSS)** will serve as operational lead will work to increase alignment and coordination of quality improvement supports offered to sites.
- **Child Care Resource Center (CCRC)** will conduct outreach/enrollment for Family childcare providers, Family Friends and Neighbor providers including alternative settings and will lead the quality improvement and professional development efforts. CCRC will also support data entry management, program evaluation as well as oversee the QSSB marketing and communications efforts.
- **University Enterprise Corporation/California State University, San Bernardino (CSUSB)** will enhance higher education opportunities for the early care and education workforce and will support the coordination and administration of site assessments.

Approval of this item supports the **Quality Early Learning Strategic Priority Area** in the Commission’s Strategic Plan through the following Investment Areas:

- **Systems Level Efforts:**
 Collaboration, Community Capacity Building and Workforce
- **Supportive Strategies:**
 Research & Evaluation, Policy, Advocacy, Countywide Collaboration and Statewide/First 5 Networks Efforts

Review

Dawn Martin, Commission Counsel

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

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

<i>FOR COMMISSION USE ONLY</i>				
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 50000014	SC	Dept. 903	A
Contract Number EC038 A2				Contractor's License No.
Organization Children and Families Commission				Contractor's License No.
Commission Representative Cindy Faulkner, Assistant Director		Telephone 909-386-7706		Total Contract Amount \$988,575
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, 2020	Contract End Date June 30, 2024	Original Amount \$766,854	Amendment Amount \$221,721
Cost Center 9034009900	GL Account 53003357	Internal Order No. 3000115	Amount \$221,721	
Cost Center	GL Account	Internal Order No.		
Cost Center	GL Account	Internal Order No.	Amount	
Abbreviated Use San Bernardino County QSSB Operation Lead	FY 23-24	Estimated Payment Amount \$221,721	I/D I	Total by Fiscal Year FY Amount I/D _____

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

Legal Name (hereinafter called the Contractor)
San Bernardino County Superintendent of Schools
 Department/Division
Early Education and Development Department
 Address
601 North E Street
San Bernardino, CA 92415
 Phone
(909) 386-2701
 Federal ID No.
95-6000931

Program Address (if different from legal address):

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

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 988,575, of which \$301,610 may be federally funded, 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

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

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 2020-21	\$ <u>255,324</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>255,732</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>255,798</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>221,721</u>	July 1, 2023 through June 30, 2024

Initial Here

2. Paragraphs E G. of Section VI, RIGHT TO MONITOR AND AUDIT, is amended to read as follows:

E. Single Audit

Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to First 5 San Bernardino within thirty (30) days of completion, but not later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dvn8 for further information.

The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:

Number 93.575 Child Care and Development Fund

Federal Funding Apportionment

Fiscal Year 2020-21	\$ <u>53,918</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>97,989</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>85,616</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>64,087</u>	July 1, 2023 through June 30, 2024

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

A. This Contract is effective commencing July 1, 2020 and expires June 30, 2024, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

4. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

ATTACHMENTS

Attachment A – Amended Work Plan for FY 23-24

Attachment B – Amended Program Budget for FY 23-24

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

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY



Authorized Signature

Elliot Weinstein M.D.

Printed Name

Commission Chair

Title

Dated

SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS

Legal Entity



Authorized Signature

Richard De Nava

Printed Name

Chief Business Officer

Title

Dated

Official Stamp

Reviewed for Processing



Cindy Faulkner

Assistant Director

Date

Approved as to Legal Form



Dawn Martin

Commission Counsel

Date

Presented to Commission for
Signature



Karen E. Scott

Executive Director

Date

Contract #:	EC038 A2	Attachment A
Strategic Priority Area & Goals:	Quality Early Learning	
Investment Area:	Systems Level Efforts and Supportive Strategies	



Agency Name:	San Bernardino County Superintendent of Schools (SBCSS)	Service Area:	Countywide
Program Name:	Quality Start San Bernardino (QSSB)	Period:	July 1, 2023 – June 30, 2024

Expectations	Increasing quality in early learning environments, including California State Preschool Programs (CSPP), is integral to supporting children ages 0-5. To do so, the San Bernardino County Superintendent of Schools (SBCSS) will continue to be an active & vested partner in Quality Start San Bernardino (QSSB). The goals associated with QSSB include but are not limited to supporting whole child, whole family, & whole community development through joyful learning experiences, positive relationships with adults, social-emotional behavior support, quality classroom environments, & family engagement. SBCSS will serve as the operational lead collaborating with QSSB partners to increase the alignment & coordination of quality improvement support offered to sites contracted by the organization. SBCSS will also be represented on the QIS Steering Committee to contribute to planning & decision-making for the system.
Outcomes	SBCSS will monitor deliverable progress & report quantitative & qualitative data regularly. A successful contract will increase quality at participating sites, positively impacting San Bernardino County children, families, & communities. While an enrollment target will be set differently than in past years, the number of participating sites & classrooms is anticipated to increase through intentional & strategic implementation of the abovementioned activities. A scope of work grounded in data review & continuous improvement will be developed, monitored, & adjusted as needed to ensure successful outcomes.

Objective/ Goal/ Measure	Activity/Description	Activity Dosage/ Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
QSSB Outreach	<ul style="list-style-type: none"> Support CCRC in QSSB outreach to educational partners via listserv, social media, email, & community events. Support sites with completing yearly program enrollment forms. 	Ongoing	Quarterly	N/A	Narrative report on success & challenges
Quality Improvement Plan (QIP) Development Support for CSPP	<ul style="list-style-type: none"> Attending QIP development meetings to support the identification of goals & actions. Benefiting the QSSB System. 	Annually	Annually	N/A	Upload QIP report
QIP Technical Assistance for CSPP	<ul style="list-style-type: none"> Provide technical assistance to enrolled sites aligned with QIP goals & objectives. This activity benefits the QSSB System. 	Ongoing, as needed	Quarterly	N/A	Narrative report on success & challenges
Coordination of QIS Operational Committee	<ul style="list-style-type: none"> Conduct Operations Team Meetings & provide updates to Steering Committee. 	Ongoing, quarterly meetings	Quarterly	Enter Monitoring Meeting tracking in Persimmony: <ul style="list-style-type: none"> Date of the meeting Name of the meeting Number of people in the meeting Number of partner agencies represented in the meeting. List of the partner agencies 	<ol style="list-style-type: none"> Upload PDFs of the meeting minutes. Narrative report of success & challenges

Contract #:	EC038 A2		Attachment A
Strategic Priority Area & Goals:	Quality Early Learning		
Investment Area:	Systems Level Efforts and Supportive Strategies		

Quality Improvement Professional Learning/Training Opportunities	<ul style="list-style-type: none"> Provide PL opportunities that align with before mentioned goals. 	Ongoing, as needed		<ol style="list-style-type: none"> Aggregate count in Persimmony number of providers who attended the training. Enter Monitoring Training tracking in Persimmony: <ul style="list-style-type: none"> Date of the training Name of the training Number of attendances Attendee Type 	<ol style="list-style-type: none"> Upload PDFs of the training description Upload PDF of attendance & registration records. Upload PDFs of the attendee's feedback & training evaluation Narrative report of success & challenges
Communicate Implementation Updates	<ul style="list-style-type: none"> Attend state, regional, and/or local convenings as appropriate. Providing updates to Operations & Steering Committees. 	Ongoing	Quarterly	N/A	Narrative report on success & challenges
Collaborate with the Local Planning Council	<ul style="list-style-type: none"> Coordinate & align QSSB activities & implementation 	Ongoing, as needed	Quarterly	N/A	Narrative report on success & challenges
Collaborate with the UPK Mixed Delivery Workgroup	<ul style="list-style-type: none"> Coordinate & align QSSB activities & implementation with the broader UPK mixed delivery system. 	Ongoing, as needed	Quarterly	N/A	Narrative report on success & challenges

Agency Rep Name:		Data Type:	Quantitative & Qualitative Data	
Agency Signature:		Reporting Period:	Quarterly/Annually	Due: By the 15 th of the following month
Date Signed		Fiscal Year:	2023-2024	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	San Bernardino County Superintendent of Schools	DIRECTOR:	Signing Authority: Richard De Nava	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Quality Start San Bernardino (QSSB)	PROGRAM DIRECTOR:	Heather Smith	TOTAL BUDGET:	221,721
INITIATIVE:		FINANCE OFFICER:		RFP/CONTRACT #:	EC038 A2

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name: Position:										
1	Ana Garcia Early Education and Development Project Analyst	0.30	52.79	624	49%	32,941	16,141	49,082	163,607	30%	Provides leadership to QSSB Operations Team, serves as a liason between QSSB Operations Team and QSSB Steering Committee. Will coordinate QI and incentive distribution for QSSB participants.
2	Tracy Brody Early Learning and Development Specialist	0.30	43.01	624	54%	26,838	14,493	41,331	137,768	30%	Coordinates with QSSB partners to ensure outreach, enrollment, and technical assistance supports.
3	Melynda Paxton Early Learning and Development Program Technician	0.25	39.94	520	55%	20,769	11,423	32,192	128,767	25%	Provides support to SBCSS QSSB team related to overall system coordination and with the distribution of incentives.
4	Veronica Valente Early Learning and Development Specialist	0.30	43.01	624	53%	26,838	14,224	41,063	136,875	30%	Coordinates with QSSB partners to ensure outreach, enrollment, and technical assistance supports.
5	Elaina Holley Early Education and Development Project Analyst	0.22	51.10	458	50%	23,404	11,732	35,136	159,570	22%	Serves as the LPC coordinator which supports the communication and outreach efforts of QSSB. She will continue to coordinate the integration of the Workforce Registry.
	Total Salaries & Benefits					\$ 130,790	\$ 68,013	\$ 198,803	\$ 726,587		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	San Bernardino County Superinte	DIRECTOR:	Signing Authority: Richard De Nava	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Quality Start San Bernardino (QS)	PROGRAM DIRECTOR:	Heather Smith	TOTAL BUDGET:	221,721
INITIATIVE:	0	FINANCE OFFICER:	0	RFP/CONTRACT #:	EC038 A2

II. SERVICES & SUPPLIES					
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1	Network User Fees	2%	\$ 3,706	Network User Fees (\$2,705 x FTE 1.37)	
2	Cell Phone Allowance (Ana Garcia)	0%	\$ 998	Cell Phone Allowance (Ana Garcia, Elaina Garcia)	
Total Services & Supplies			\$ 4,704		
III. INDIRECT COSTS					
	Percent:	8.95%			
	Basis:	\$203,507.00	18,214		
Total Indirect Costs			18,214		
TOTAL FIRST 5 BUDGET			\$ 221,721		



Program Outline Document 2023-2024

AGENCY INFORMATION

Contract #: EC038 A2

Legal Entity: San Bernardino County Superintendent of Schools

Dept./Division: Early Education and Development

Project Name: Quality Start San Bernardino (QSSB)

Program Site Address: 601 North E Street
San Bernardino, CA 92415

Client Referral Phone #: 909-386-2701

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Richard De Nava **Title:** Chief Business Officer

Address: 601 North E Street
San Bernardino, CA 92415 **Direct Phone #:** 909-388-5768

E-Mail: Richard.denava@sbcss.net **Fax #:** 909-388-5771

CONTRACT REPRESENTATIVE

Name: Heather Smith **Title:** Director, Early Education and Development

Address: 601 North E Street
San Bernardino, CA 92415 **Direct Phone #:** 909-386-2633

E-Mail: Heather.smith@sbcss.net **Fax #:**

PROGRAM CONTACT

Name: Ana Garcia **Title:** Project Analyst, Early Learning and Development

Address: 601 North E Street
San Bernardino, CA 92415 **Direct Phone #:** 909-386-2620

E-Mail: Ana.garcia@sbcss.net **Fax #:**

FISCAL CONTACT

Name: Angelina Darnold **Title:** Project Analyst

Address: 601 North E Street
San Bernardino, CA 92415 **Direct Phone #:** 909-386-2622

E-Mail: Angelina.darnold@sbcss.net **Fax #:**

ADDITIONAL CONTACT (Describe): Program

Name: Celeste Godinez **Title:** Office Specialist III

Address: 601 North E Street San Bernardino, CA 92415 **Direct Phone #:** 909-386-2658

E-Mail: Celeste.godinez@sbcss.net **Fax #:**

PROGRAM INFORMATION

TYPE OF AGENCY Educational Institution

Describe: County/State educational Institution

PROGRAM DESCRIPTION

SBCSS will serve as an operational lead overseeing and working with QSSB partners to coordinate all aspects of the QSSB system. SBCSS will work to increase the alignment and coordination of quality improvement supports offered to sites contracted by the organization. SBCSS will also be represented on the QSSB Steering Committee to contribute to planning and decision making for the system.

REGION

Countywide

STRATEGIC PRIORITY AREA & GOAL

Child Health Quality Early Learning Family Support

INVESTMENT AREA

Direct Services Systems Level Efforts Supportive Strategies

ASSIGNED ANALYST: Erika Willhite

ASSIGNED ACCOUNTANT: Hope Loewenstein

ASSIGNED SAIL-EVAL: Ray Salamat

PROCUREMENT TYPE:

Competitive Non-Competitive
Continuing

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2020-2021	\$ 255,324	\$	\$ 255,324
2021-2022	\$ 255,732	\$	\$ 255,732
2022-2023	\$ 255,798	\$	\$ 255,798
2023-2024	\$	\$ 221,721	\$ 221,721
Total			\$ 988,575

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

<i>FOR COMMISSION USE ONLY</i>						
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 20000247	SC	Dept. 903	A Contract Number EC039 A2		
Organization Children and Families Commission			Contractor's License No.			
Commission Representative Cindy Faulkner, Assistant Director		Telephone 909-386-7706		Total Contract Amount \$1,785,994		
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, 2020	Contract End Date June 30, 2024	Original Amount \$1,384,155	Amendment Amount \$401,839		
Cost Center 9034009900		GL Account 53003357	Internal Order No. 3000115	Amount \$401,839		
Cost Center		GL Account	Internal Order No.			
Cost Center		GL Account	Internal Order No.	Amount		
Abbreviated Use QSSB		Estimated Payment Total by Fiscal Year				
	FY	Amount	I/D	FY	Amount	I/D
	23-24	\$401,839	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)

University Enterprises Corporation

Department/Division

Institute of Child Development & Family Relations

Address

5500 University Parkway

San Bernardino, CA 92407

Phone

(909) 537-5918

Federal ID No.

95-6067343

Program Address (if different from legal address):

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

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$1,785,994, of which \$ 441,381 may be federally funded, for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Auditor-Controller/Treasurer Tax Collector Use Only

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

Fiscal Year 2020-21	\$ <u>461,385</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>461,385</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>461,385</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>401,839</u>	July 1, 2023 through June 30, 2024

Initial Here

2. Paragraphs E. and F. of Section VI, RIGHT TO MONITOR AND AUDIT, are amended to read as follows:

E. Single Audit

Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor’s fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to First 5 San Bernardino within thirty (30) days of completion, but not later than nine (9) months following the end of the Contractor’s fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rqn=dvn8 for further information.

The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an “Other cluster” for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization’s single audit.

US Department of Health and Human Services:

Number 93.575 Child Care and Development Fund

Federal Funding Apportionment

Fiscal Year 2020-21	\$ <u>58,093</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>115,713</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>154,426</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>116,149</u>	July 1, 2023 through June 30, 2024

F. 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).

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

A. This Contract is effective commencing July 1, 2020 and expires June 30, 2024, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

4. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

ATTACHMENTS

Attachment A – Amended Work Plan for FY 23-24

Attachment B – Amended Program Budget for FY 23-24

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

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY



Authorized Signature

Elliot Weinstein M.D.

Printed Name

Commission Chair

Title

Dated

UNIVERSITY ENTERPRISES
CORPORATION

Legal Entity



Authorized Signature

Dorota Huizinga

Printed Name

Associate Provost for Research and Dean of
Graduate Studies

Title

Dated

Official Stamp

Reviewed for Processing



Cindy Faulkner

Assistant Director

Date

Approved as to Legal Form



Dawn Martin

Commission Counsel

Date

Presented to Commission for
Signature



Karen E. Scott

Executive Director

Date

Contract #: EC039 A2			Attachment A
Strategic Priority Area & Goals:	Quality Early Learning		
Investment Area:	System Level Efforts; Supportive Strategies		



Agency Name:	University Enterprises Corporation at CSUSB – Institute of Child Development & Family Relations (ICDFR)	Service Area:	Countywide
Program Name:	Quality Start San Bernardino – QSSB	Period:	July 1, 2023 – June 30, 2024

Expectations	The Institute for Child Development and Family Relations (ICDFR) at CSUSB will serve as the operational lead for the higher-education component of Quality Improvement (QI), research, & provide “informal” Classroom Assessment System (CLASS) assessments to ECE sites.
Outcomes	<ol style="list-style-type: none"> 1. Provide up to 50 selected “Informal” Classroom Assessment System (CLASS) assessments with new ECE sites. 2. Coordination of higher education groups from regional 2 & 4 year universities, both public and private, to increase the availability of and access to higher education opportunities for educators and the community. 3. Workforce development through connecting ECE providers to higher-education training/certifications.

Objective/ Goal/Measure	Activity/Description	Activity Dosage/ Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
To serve as the assessment lead & build assessment capacity in Region 9	<ul style="list-style-type: none"> • Conduct Assessments for designated sites. • Build assessor and trainer capacity. • Explore and begin to build partnerships to become Region 9 assessment lead. • Convene operations partners to assess how to better align intake, assessment, and coaching. • Research alternative assessment that yields quality environments. 	Ongoing	Quarterly	<ol style="list-style-type: none"> 1. Aggregate count in Persimmony number of providers 2. Enter Monitoring Meeting tracking in Persimmony: <ul style="list-style-type: none"> • Date of the meeting • Name of the meeting • Number of people in the meeting 	<ol style="list-style-type: none"> 1. Complete the Quarterly Narrative Reporting in the Monitoring Section 2. Upload PDF supporting documents
To provide Higher education workforce & professional development align with K-12 systems	<ul style="list-style-type: none"> • Work with the higher-ed consortium to continue to enhance access through events and new processes. Connect with K-12 pathways. • Building on Barriers to Bridges work, connecting ECEs to higher education through on-campus events. • Facilitate QSSB Racial Equity Subcommittee • Convene IHE EC Consortium semi-annually 	Ongoing	Quarterly	<ol style="list-style-type: none"> 1. Enter Monitoring Meeting tracking in Persimmony: <ul style="list-style-type: none"> • Date of the meeting • Name of the meeting • Number of people in the meeting 	<ol style="list-style-type: none"> 1. Complete the Quarterly Narrative Reporting in the Monitoring Section 2. Upload PDF document of the following: <ul style="list-style-type: none"> • Meeting dates and notes. • Materials from higher-ed fairs, information sessions, & networking events.

Agency Rep Name:		Data Type:	Quantitative & Qualitative	
Agency Signature:		Reporting Period:	Quarterly	Due: By the 15 th of the following month
Date Signed		Fiscal Year:	2023-2024	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR:**

2023-2024

ORGANIZATION:	University Enterprises Corporation at CSUSB	DIRECTOR:	University Signatory: Dorota Huizinga	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Quality Start San Bernardino (QSSB)	PROGRAM DIRECTOR:	Mark Agars	TOTAL BUDGET:	401,839
INITIATIVE:		FINANCE OFFICER:	Diane Trujillo	RFP/CONTRACT #:	EC039 A2

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Agars	Director	0.05	91.40	109.41	9%	10,000	919	10,919	207,583	5%	This role will provide overall program oversight.
2	Smith-Rasshan	ICDFR Executive Director of Operations	0.10	90.15	207.99	56%	18,750	10,463	29,213	292,144	10%	This role will provide overall program and oversight.
3	Wilcox Herzog	Faculty Lead	0.05	90.00	111.11	9%	10,000	919	10,919	204,404	5%	This role will provide program oversight.
4	Van Schagen	Faculty Lead	0.07	80.00	143.85	49%	11,508	5,639	17,147	247,936	7%	This role will provide program oversight.
5	Lauren Olivas	Program Analyst Assessment	0.23	70.00	471.43	56%	33,000	18,414	51,414	226,845	23%	This role will conduct assessments for QSSB participants, provide assessor trainings; other related duties.
6	Caitlin Sackett	Program Analyst Training	0.23	70.00	471.43	56%	33,000	18,414	51,414	226,845	23%	This role will conduct assessments for QSSB participants, provide assessor trainings; other related duties.
7	TBD	Program Analyst Assessment 2	0.30	40.00	618.76	56%	24,750	13,811	38,561	129,626	30%	This role will conduct assessments for QSSB participants and assessor trainings; other related duties.
8	Tara O'Malley	Program Analyst Workforce	0.16	45.00	333.33	56%	15,000	8,370	23,370	145,829	16%	This role will provide program support to faculty leads and other related duties.
9	TBD	Assessors	0.29	50.00	600	9%	30,000	2,757	32,757	113,558	29%	This role will provide assessments for QSSB participants, attend trainings and other related duties.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	University Enterprises Corporation at CSUSB	DIRECTOR:	University Signatory: Dorota Huizinga	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Quality Start San Bernardino (QSSB)	PROGRAM DIRECTOR:	Mark Agars	TOTAL BUDGET:	401,839
INITIATIVE:		FINANCE OFFICER:	Diane Trujillo	RFP/CONTRACT #:	EC039 A2

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
10	TBD Administrative Support General	0.14	30.00	300	56%	9,000	5,022	14,022	97,219	14%	This role will provide administrative support to the QSSB funded staff.
11	Kim McDonald ICDFR Prgrams Coordinator	0.13	40.00	275	56%	11,000	6,138	17,138	129,626	13%	This role will provide administrative support for QSSB staff and ICDFR leadership.
12	Yarele Vargas Administrative Support	0.20	30.00	420	56%	12,600	7,031	19,631	97,219	20%	This role will provide budget support to QSSB staff and ICDFR leadership.
Total Salaries & Benefits						\$ 218,609	\$ 97,896	\$ 316,505	\$ 2,118,832		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	University Enterprises Corporation	DIRECTOR:	University Signatory: Dorota Huizinga	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Quality Start San Bernardino (QSSB)	PROGRAM DIRECTOR:	Mark Agars	TOTAL BUDGET:	401,839
INITIATIVE:	0	FINANCE OFFICER:	Diane Trujillo	RFP/CONTRACT #:	EC039 A2

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL FSSB BUDGET (\$)	Description/Justification:	
1 Desktop Computers (5 X \$1500)	1%	\$ 4,500	desktop for QSSB related tasks for 5 staff.	
2 Printer	0%	\$ 750	printer for QSSB related tasks.	
3 Basic Office Supplies	1%	\$ 4,000	Expendable office supplies for QSSB funded staff.	
Total Services & Supplies		\$ 9,250		

III. FOOD				
Event(s):	TOTAL FSSB BUDGET	Description/Justification:		
1 Community/Higher Ed Events	20,000	Materials, food, marketing, and space costs for hosting a higher Ed open house for ECE professionals . Event(s) will feature local institutions of higher education and invite all local members of the ECE workforce.		
Total Food		\$ 20,000		

IV. TRAVEL				
Destination:	Purpose:	TOTAL FSSB BUDGET	Description/Justification:	
1 various	Conference Travel for Project Leads (1 people X 1 trips@ \$2500) and Asse	3,670	Fees for conference registration, hotel and airfare or other related costs. Assesor travel will also be paid from this line item.	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	University Enterprises Corporation	DIRECTOR:	University Signatory: Dorota Huizinga	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Quality Start San Bernardino (QSSB)	PROGRAM DIRECTOR:	Mark Agars	TOTAL BUDGET:	401,839
INITIATIVE:	0	FINANCE OFFICER:	Diane Trujillo	RFP/CONTRACT #:	EC039 A2

	Total Travel		3,670	
V.	SUBCONTRACTORS			
	Organization Name:	TOTAL F5SB BUDGET		Description/Justification:
1				
	Total Subcontractors		-	
VI.	INDIRECT COSTS			
	Percent: 15%			
	Basis: 349425		52,414	
	Total Indirect Costs		52,414	
TOTAL FIRST 5 BUDGET			\$ 401,839	



Program Outline Document 2023-2024

AGENCY INFORMATION

Contract #: EC039 A2

Legal Entity: University Enterprises Corporation at CSUSB

Dept./Division: Institute of Child Development & Family Relations

Project Name: Quality Start San Bernardino- QSSB

Program Site Address: 5500 University Parkway
San Bernardino, CA 92407 **Client Referral Phone #** 909-537-3679

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Dorota Huizinga **Title:** Associate Provost for Research and Dean of Graduate Studies

Address: 5500 University Parkway
San Bernardino, CA 92407 **Direct Phone #:** 909-537-3064

E-Mail: Dorota.huizinga@csusb.edu **Fax #:** 909-537-7028

CONTRACT REPRESENTATIVE

Name: Diane Trujillo **Title:** Director, Sponsored Programs Administration

Address: 5500 University Parkway
San Bernardino, CA 92407 **Direct Phone #:** 909-537-3064

E-Mail: dianet@csusb.edu **Fax #:** 909-537-7028

PROGRAM CONTACT

Name: Mark Agars **Title:** Professor & Director, Institute of Child Development & Family Relations

Address: 5500 University Parkway
San Bernardino, CA 92407 **Direct Phone #:** 909-537-5433

E-Mail: Mark.agars@csusb.edu **Fax #:** 909-537-7028

FISCAL CONTACT

Name: Diane Trujillo **Title:** Director, Sponsored Programs Administration

Address: 550 University Parkway
San Bernardino, CA 92407 **Direct Phone #:** 909-537-3664

E-Mail: dianet@csusb.edu **Fax #:** 909-537-7028

ADDITIONAL CONTACT (Describe): Choose an item.

Name:	_____	Title:	_____
Address:	For Staff Analyst use only. _____	Direct Phone #:	_____
E-Mail	_____	Fax #:	_____

PROGRAM INFORMATION

TYPE OF AGENCY Educational Institution

Describe: County/State educational Institution

PROGRAM DESCRIPTION

The Institute for Child Development and Family Relations (ICDFR) at CSUSB will serve as the operational lead for the assessors. This includes the coordination and oversight of assessors through recruitment and selection, training and recertification, and fulfillment of the assessment process. ICDFR will also serve as the operational lead for the higher-education component of Quality Improvement (QI) for QSSB. This will include conducting a needs assessment of agencies and a resource assessment of available educational opportunities. ICDFR will also coordinate higher education groups from regional 2 and 4 year Universities, both public and private, including the awarding and supervising of stipends to higher-ed partners to identify and develop paths to increase availability of and access to higher-ed opportunities for educators in the community.

REGION
Countywide

STRATEGIC PRIORITY AREA & GOAL

- Child Health Quality Early Learning Family Support

INVESTMENT AREA

- Direct Services Systems Level Efforts Supportive Strategies

Defined by the Strategic Plan

ASSIGNED ANALYST: Erika Willhite

ASSIGNED ACCOUNTANT: Hope Loewenstein

ASSIGNED SAII-EVAL: Ray Salamat

PROCUREMENT TYPE:

- Competitive Non-Competitive
Continuing

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2020-2021	\$ 461,385	\$	\$ 461,385
2021-2022	\$ 461,385	\$	\$ 461,385
2022-2023	\$ 461,385	\$	\$ 461,385
2023-2024	\$	\$	\$ 401,839
Total			\$ 1,785,994

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

<i>FOR COMMISSION USE ONLY</i>				
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 10008595	SC	Dept. 903	A Contract Number EC040 A2
Organization Children and Families Commission			Contractor's License No.	
Commission Representative Cindy Faulkner, Assistant Director		Telephone 909-386-7706		Total Contract Amount \$6,589,475
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, 2020	Contract End Date June 30, 2024	Original Amount \$4,995,912	Amendment Amount \$1,593,563
Cost Center 9034009900		GL Account 53003357	Internal Order No. 3000115	Amount \$1,593,563
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use		Estimated Payment Total by Fiscal Year		
		FY	Amount	I/D
		23-24	\$1,593,563	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)

Child Care Resource Center Inc.

Department/Division

Communication; Resource & Referral; Research

Address

20001 Prairie Street

Chatsworth, CA 91311

Phone

(818) 717-1000

Federal ID No.

95-3081695

Program Address (if different from legal address):

1111 E. Mill Street, Suite 100

San Bernardino, CA 92408

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

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 6,589,475, of which \$ 2,162,356 may be federally funded, for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Auditor-Controller/Treasurer Tax Collector Use Only

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

Fiscal Year 2020-21	\$ <u>1,665,304</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>1,665,304</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>1,665,304</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>1,593,563</u>	July 1, 2023 through June 30, 2024

Initial Here

2. Paragraph E. of Section VI, RIGHT TO MONITOR AND AUDIT, is amended to read as follows:

E. Single Audit

Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor’s fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to First 5 San Bernardino within thirty (30) days of completion, but not later than nine (9) months following the end of the Contractor’s fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dvn8 for further information.

The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an “Other cluster” for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization’s single audit.

US Department of Health and Human Services:

Number 93.575 Child Care and Development Fund

Federal Funding Apportionment

Fiscal Year 2020-21	\$ <u>394,189</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>750,178</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>557,377</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>460,611</u>	July 1, 2023 through June 30, 2024

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

A. This Contract is effective commencing July 1, 2020 and expires June 30, 2024, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

4. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

continued on next page

ATTACHMENTS

Attachment A – Amended Work Plan for FY 23-24

Attachment B – Amended Program Budget for FY 23-24

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

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

▶

Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

CHILD CARE RESOURCE CENTER, INC.

Legal Entity

▶

Authorized Signature

Michael Olenick
Printed Name

President and CEO
Title

Dated

Official Stamp

Reviewed for Processing

▶

Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

▶

Dawn Martin
Commission Counsel

Date

**Presented to Commission for
Signature**

▶

Karen E. Scott
Executive Director

Date

Contract #: EC040 A2		Attachment A
Strategic Priority Area & Goals:	Quality Early Learning	
Investment Area:	Systems Level Efforts & Supportive Strategies	



Agency Name:	Child Care Resource Center (CCRC)	Service Area:	Countywide
Program Name:	Quality Start San Bernardino (QSSB)	Period:	July 1, 2023 – June 30, 2024

Expectations	<p>CCRC will be responsible for the following expectations for the QSSB system:</p> <ol style="list-style-type: none"> 1. Enrollment/Contracts with new providers/sites. 2. Coordination coaching & training within the childcare workforce to facilitate quality improvement outcomes & help participants achieve higher quality within their program. 3. Research will conduct a process evaluation of QSSB to document program reach, program implementation, & participant experience & will produce a report & presentation on the evaluation by September 2024. 4. CCRC communications staff will support internal staff processes & engage & inform early childcare educators, parents, & community members under a consistent QSSB brand.
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Outcomes	<ol style="list-style-type: none"> 1. Enrollment/Contracts will successfully enroll 170 sites by the end of the 23-24 program year. 2. The Workforce Development Team can support participants thru coaching & professional development in meeting their Quality Improvement goal(s), tracked in Vertical Change. Participants have created a Workforce Registry profile to access available training & to track professional development hours. 3. The Research team can successfully submit the common data file to Quality Counts California (QCC) while reporting on the QSSB program's reach, successes, & challenges to inform the program's future. 4. Increase understanding of the importance of, as well as participation in, high-quality early education programs through the design, development, production, & maintenance of branded & consistent communications, including a QSSB website, social & digital media, community outreach, & family engagement.
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Objective/ Goal/Measure	Activity/Description	Activity Dosage/ Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
Enroll & contract up to 170 total sites.	<ul style="list-style-type: none"> • Outreach to potential sites that are not currently enrolled. • Enroll & Contract sites to meet 23-24 target numbers into QSSB 	Ongoing	Quarterly	1. Aggregate count in Persimmony number of providers	Complete the Quarterly Narrative Reporting in the Monitoring Section
Improve site quality & professional development.	<ul style="list-style-type: none"> • Verify that all application parts are completed accurately during initial site visits. • Provide support to sites to increase capacity by connecting & resource referrals. • Provide site quality improvement TA. • Provide annual site retention incentives & funding support. • Provide training, coaching, & professional development. 	Ongoing	Quarterly	1. Aggregate count in Persimmony number of providers 2. Enter Monitoring Training tracking in Persimmony: <ul style="list-style-type: none"> • Date of the training • Name of the training • Number of attendances • Attendee Type 	1. Upload PDFs of the training description 2. Upload PDF of attendance & registration records. 3. Upload PDFs of the attendee's feedback & training evaluation
Support QSSB Research	<ul style="list-style-type: none"> • Manage & support data using Vertical Change • Provide coaching, operations, & steering committee reports • Conduct annual process evaluation. • Conduct annual system evaluation. • Submit annual common data files 	Ongoing	Quarterly	1. Aggregate count of children with demographics (language, ethnicity & race) 2. Aggregated count of providers	Upload Research reports & evaluation results

Contract #:	EC040 A2				Attachment A
Strategic Priority Area & Goals:	Quality Early Learning				
Investment Area:	Systems Level Efforts & Supportive Strategies				

Maintain communication & marketing reach	<ul style="list-style-type: none"> • Maintain a file management system. • Design, maintain, & distribute marketing materials. • Procure, store, & deliver branded promotional materials. • Maintain & regularly update the QSSB website. • Maintain & regularly update the QSSB social media accounts. • Collaborate with partners to share information. • Post program participation on the QSSB website. • Create marketing campaigns to grow brand, audience, & engagement. 	Ongoing	Quarterly	N/A	<ul style="list-style-type: none"> • Upload any PDF documents of the communication report. • Complete the Quarterly Narrative Reporting in the Monitoring Section • Complete the Annual Narrative Reporting in the Monitoring Section
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Agency Rep Name:	Michael Olenick	Data Type:	Quantitative & Qualitative		
Agency Signature:		Reporting Period:	Quarterly	Due: By the 15 th of the following month	
Date Signed		Fiscal Year:	2023-2024		



FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

FISCAL YEAR: 2023-2024

ORGANIZATION:	Child Care Resource Center	DIRECTOR:	Jose Ramos VP & Chief Program Officer	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Quality Start San Bernardino (QSSB)	PROGRAM DIRECTOR:	James Moses, Susan Savage, Cynthia Renteria, Susan Montalvo	TOTAL BUDGET:	\$ 1,593,563
INITIATIVE:		FINANCE OFFICER:	Jennifer Patricio, Manager, Grants Management	RFP/Contract#:	EC040 A2

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB 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	Olivia Pillado Manager II Research	0.10	62.85	208	33.00%	13,073	4,314	17,387	173,877	10.0%	Research manager for the QRIS partnership.
2	Jesse Pineda Senior Research Analyst	0.95	42.20	1,976	33.00%	83,386	27,517	110,903	116,741	95.0%	Senior Research Analyst for the QRIS partnership.
3	Morgan Franklin Research Analyst	0.80	31.70	1,664	33.00%	52,748	17,407	70,155	87,693	80.0%	Research Analyst for the QRIS partnership.
4	Christina Aranda Manager II, Professional Development	0.42	58.77	874	33.00%	51,364	16,950	68,314	162,577	42.0%	Responsible in management of all grant activities, requirements, and documentation.
5	Chantia Hollingsworth Supervisor, Professional Development	1.00	38.36	2,080	33.00%	79,782	26,328	106,110	106,109	100.0%	Conducts visits with parents and their children in their home in compliance with PAT.
6	Cynthia Franco Professional Development Coach II	1.00	31.70	2,080	33.00%	65,935	21,759	87,694	87,693	100.0%	Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.
7	Sidney Everly Professional Development Coach II	1.00	31.70	2,080	33.00%	65,935	21,759	87,694	87,693	100.0%	Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.
8	Adriane Coe Professional Development Coach II	1.00	31.70	2,080	33.00%	65,935	21,759	87,694	87,693	100.0%	Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.
9	Laura McCay Professional Development Coach II	1.00	31.40	2,080	33.00%	65,302	21,550	86,852	86,851	100.0%	Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.
10	Melinda Wallace Professional Development Coach II	1.00	31.10	2,080	33.00%	64,690	21,348	86,038	86,038	100.0%	Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.
11	Leslie Argumedo Professional Development Coach II	1.00	31.40	2,080	33.00%	65,302	21,550	86,852	86,851	100.0%	Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.
12	Cynthia Renteria Director, Workforce Development	0.10	74.31	208	33.00%	15,456	5,100	20,556	205,567	10.0%	Lead the Workforce Development Department for the QRIS partnership.
13	Amanda Grey Community Development Admin Assistant	0.50	28.82	1,040	33.00%	29,975	9,892	39,867	79,735	50.0%	Provide support with contracts and enrollment of QSSB participants.
	Total Salaries & Benefits					\$ 718,883	\$ 237,231	\$ 956,116	\$ 1,455,119		



FISCAL YEAR: 2023-2024

ORGANIZATION:	Child Care Resource Center	DIRECTOR:	Jose Ramos VP & Chief Program Officer	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Quality Start San Bernardino (QSSB)	PROGRAM DIRECTOR:	James Moses, Susan Savage, Cynthia Renteria, Susan Montalvo	TOTAL BUDGET:	\$ 1,593,563
INITIATIVE:	0	FINANCE OFFICER:	Jennifer Patricio, Manager, Grants Management	RFP/CONTRACT#:	EC040 A2

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Postage	0.08%	1,330	\$0.55 per postage for 2 mailings to 300 providers (\$330); and postage for 1,800 pieces, sent once (\$1,000).
2	Printing	0.38%	6,000	\$5,000 for marketing materials; printing and design of outreach materials including: posters, postcards, banners, signage, nametags, business cards, certificates, flyers, and provider toolkits. \$1,000 for printing and design of research briefs and posters.
3	Supplies	0.32%	5,040	General and program supplies for 9.87 FTE's at \$43 per month for 12 months rounded.
4	Advertising&Consulting	2.82%	45,000	Advertising and consulting will support the production of high quality videos and design work; such as Spanish language translations for the purpose of enrollment, education, and accessibility. Social media such Facebook/Twitter /Instagram advertising; E-newsletters will be used to complete program objectives. In addition, print and digital advertisements across county's 22 cities will include the use of billboards, newspapers, magazines, radio, television.
5	VerticalChange & Webhosting	6.84%	109,000	\$98,000 budgeted for data system services for up to 75 administrative accounts, unlimited number of sites. Includes customer success / premium support and development. \$11,000 includes \$1,800 for monthly website hosting (\$150 x 12mo), \$9,200 for plugins, modules, and necessary platforms (i.e. Samepage).
6	Provider Incentives	10.67%	170,000	Incentives to be awarded to participants based on program type and level of quality, including but not limited to: high quality awards, quality improvement awards, training and substitute teacher reimbursements.
TOTAL SERVICE and SUPPLIES			\$ 336,370	
III. TRAVEL				
	Destination		TOTAL F5SB BUDGET	Description/Justification:
7	Mileage & Training	2.16%	34,345	\$31,045 budget for Workforce Development staff to attend the following conferences: BUILD Conference, CAEYC PD Institute and Conference and First 5 Summit Conference. Costs also include mileage for staff to visit participants and attend meetings. \$3,300 budget for Research staff, which includes \$3K for 3 staff to attend BUILD Conference and \$300 for QCC Meeting in Sacramento, CA. All conference costs include flight, hotel, registration, transportation, travel and per diem amounts.
TOTAL TRAVEL			\$ 34,345	



FISCAL YEAR: 2023-2024

ORGANIZATION:	Child Care Resource Center	DIRECTOR:	Jose Ramos VP & Chief Program Officer	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Quality Start San Bernardino (QSSB)	PROGRAM DIRECTOR:	James Moses, Susan Savage, Cynthia Renteria, Susan Montalvo	TOTAL BUDGET:	\$ 1,593,563
INITIATIVE:	0	FINANCE OFFICER:	Jennifer Patricio, Manager, Grants Management	RFP/CONTRACT#:	EC040 A2

IV. DIRECT COST for PROGRAM				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
8	Overhead Costs	8.19%	130,499	This amount includes an estimated cost for space in the amount of \$94,972 and \$35,527 for telephone, office maintenance, security, insurance, and utilities.
	TOTAL DIRECT COST		\$ 130,499	
V. IN-DIRECT COSTS				
9	Percent:	10%		
	Basis:	De Minims	136,232	10% of MTDC. The MTDC is based on expenses listed excluding rent of \$94,972 in the MTDC calculation.
	Total Indirect Costs		\$ 136,232	
TOTAL FIRST 5 BUDGET			\$ 1,593,563	



Program Outline Document 2023-2024

AGENCY INFORMATION

Contract #: EC040 A2

Legal Entity: Child Care Resource Center, Inc.

Dept./Division: Communications; Resource & Referral; Research

Project Name: Quality Start San Bernardino

Program Site Address: 1111 E. Mill Street, Suite 100
San Bernardino, CA 92408 **Client Referral Phone #** 1-866-674-5437

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Dr. Michael Olenick **Title:** President and CEO

Address: 20001 Prairie Street
Chatsworth, CA 91311 **Direct Phone #:** 818-717-1010

E-Mail: Molenick@ccrcca.org **Fax #:** 818-717-9161

CONTRACT REPRESENTATIVE

Name: James Moses **Title:** Regional Director

Address: 1111 E. Mill Street, Suite 100
San Bernardino, CA 92408 **Direct Phone #:** 909-384-8031

E-Mail: Jmoses@ccrcca.org **Fax #:** 909-890-0032

PROGRAM CONTACT

Name: Christina Aranda **Title:** Workforce Development Manager

Address: 1111 E. Mill Street, Suite 100
San Bernardino, CA 92408 **Direct Phone #:** 760-245-0770 Ext. 3110

E-Mail: Caranda@ccrcca.org **Fax #:** 760-245-1072

FISCAL CONTACT

Name: Jennifer Patricio **Title:** Grants Manager

Address: 20001 Prairie Street
Chatsworth, CA 91311 **Direct Phone #:** 818-717-1024

E-Mail: jpatricio@ccrcca.org **Fax #:** _____

ADDITIONAL CONTACT (Describe): Program

Name: Olivia Pillado **Title:** Research Manager II

Address: 20001 Prairie Street
Chatsworth, CA 91311 **Direct Phone #:** 747-755-5838

E-Mail: Opillado@ccrcca.org **Fax #:** _____

PROGRAM INFORMATION

TYPE OF AGENCY Community-Based

Describe: Non Profit

PROGRAM DESCRIPTION

CCRC will conduct outreach/enrollment for Family childcare providers, Family Friends and Neighbor providers and alternative settings and will lead the quality improvement and professional development efforts. CCRC will also support data entry management and program evaluation. As well as oversee the QSSB marketing and communications efforts.

REGION
Countywide

STRATEGIC PRIORITY AREA & GOAL

- Child Health
- Quality Early Learning
- Family Support

INVESTMENT AREA

- Direct Services
- Systems Level Efforts
- Supportive Strategies

Defined by the Strategic Plan

ASSIGNED ANALYST: Erika Willhite

ASSIGNED ACCOUNTANT: Hope Loewenstein

ASSIGNED SAIL-EVAL: Ray Salamat

PROCUREMENT TYPE:

- Competitive
- Non-Competitive Continuing

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2020-2021	\$ 1,665,304	\$	\$ 1,665,304
2021-2022	\$ 1,665,304	\$	\$ 1,665,304
2022-2023	\$ 1,665,304	\$	\$ 1,665,304
2023-2024	\$	\$ 1,593,563	\$ 1,593,563
Total			\$ 6,589,475



**AGENDA ITEM 8
JULY 12, 2023**

Subject	Contract IC046 A2 with VIVA Social Impact Partners for consulting services.
Recommendation	Approve Amendment A2 for Contract IC046 with VIVA Social Impact Partners for \$175,000 for a cumulative total not to exceed \$575,000 for strategic consultation services to support implementation of the San Bernardino County Quality Rating Improvement System for the period of July 1, 2021 through June 30, 2024. (Presenter: Erika Willhite, Staff Analyst II, 252-4262)
Financial Impact	\$175,000 for 2023-24.
Background Information	<p>The First 5 Commission (Commission) has had a successful contractual relationship with VIVA dating back to 2015. VIVA Social Impact Partners (VIVA) facilitated the creation of a Quality Rating Improvement System (QRIS) now called Quality Start San Bernardino (QSSB). VIVA was selected based on their special qualifications in the area of QRIS design and implementation in California.</p> <p>On June 2, 2021, the Commission approved Contract IC046 with Viva for \$200,000 for 2021-22 to provide strategic consultation services to First 5 San Bernardino (F5SB) for the achievement of the QSSB strategic plan objectives. Subsequently, on May 11, 2022, the Commission approved Amendment A1 for Contract IC046 to continue to provide those services for an additional \$200,000.</p> <p>VIVA has completed the deliverables and met the objectives within their contract for Fiscal Year 2022-2023 including facilitating meetings with Statewide leaders to share updates on QSSB's equity work, workforce research, and strategic policy priorities and revisiting the QSSB Strategic Plan to reflect the evolving priorities of QSSB stakeholders and governance committees.</p> <p>Pending Commission approval, VIVA will continue to provide strategic consultant services to support F5SB and QSSB Partners with the following strategic priorities for fiscal year 2023-24:</p> <ul style="list-style-type: none">• Prioritizing long-term sustainability of the QSSB system• Leading workforce development for early childhood educators in San Bernardino County• Centering equity and community voice in QSSB system planning and implementation• Aligning QSSB's work across early childhood systems and initiatives <p>Approval of this item supports the Quality Early Learning Strategic Priority Area in the Commission's 2020-2023 Strategic Plan through the following Investment Areas:</p> <ul style="list-style-type: none">• Systems Level Efforts: Collaboration, Community Capacity Building and Workforce• Supportive Strategies: Research & Evaluation, Policy, Advocacy, Countywide Collaboration and Statewide/First 5 Networks Efforts
Review	Dawn Martin, Commission Counsel

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

10007583

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

<i>FOR COMMISSION USE ONLY</i>				
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 10007583	SC	Dept. 903	A
Contract Number IC046 A2				Contractor's License No.
Organization Children and Families Commission				Contractor's License No.
Commission Representative Cindy Faulkner, Assistant Director		Telephone 909-386-7706		Total Contract Amount \$575,000
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 July 1, 2021	Contract End Date June 30, 2024	Original Amount \$400,000	Amendment Amount \$175,000
Cost Center 9033009900		GL Account 53003357	Internal Order No. 3000115	Amount \$175,000
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use San Bernardino County QRIS Strategic & Communications Consultation		Estimated Payment Total by Fiscal Year		
		FY	Amount	I/D
		23-24	\$175,000	I

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

Legal Name (hereinafter called the Contractor)

VIVA Social Impact Partners

Department/Division

Address

4 W 4th Avenue, 6th Floor

San Mateo, CA 94402

Phone

(640) 832-1205

Federal ID No.

45-2617456

Program Address (if different from legal address):

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

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$575,000 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Auditor-Controller/Treasurer Tax Collector Use Only

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

Fiscal Year 2021-22	\$ <u>200,000</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>200,000</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>175,000</u>	July 1, 2023 through June 30, 2024

Initial Here

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

- A. This Contract is effective as of July 1, 2021 and expires June 30, 2024, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

XIII. CONCLUSION

3. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

continued on next page

ATTACHMENTS

Attachment A – Amended Work Plan for FY 23-24

Attachment B – Amended Program Budget for FY 23-24

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

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

VIVA SOCIAL IMPACT PARTNERS

Legal Entity

▶ _____
Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Christina Collosi
Printed Name

Managing Partner
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

▶ _____
Dawn Martin
Commission Counsel

Date

**Presented to Commission for
Signature**

▶ _____
Karen E. Scott
Executive Director

Date

Contract #:	IC046 A2	Attachment A
Strategic Priority Area & Goals:	Quality Early Learning	
Investment Area:	System Level Efforts, Supportive Strategies	



Agency Name:	VIVA Social Impact Partners	Service Area:	Countywide
Program Name:	Quality Start San Bernardino (QSSB)	Period:	July 1, 2023 – June 30, 2024

Expectations	Strategic consultation in FY 2023-24 has been focused on the following areas: 1. Consultation to & facilitation of the QSSB partnership’s fiscal & operational leadership 2. Updating the 2019-23 Strategic Plan & developing an Action Plan for 2022-23 3. Advancing QSSB’s equity efforts through meaningful & ongoing engagement with key system stakeholders				
Outcomes	1. Centering equity & community voice in QSSB system planning & implementation 2. Prioritizing long-term sustainability of the system 3. Leading workforce development for early childhood educators in San Bernardino County 4. Aligning QSSB’s work across early childhood systems & initiatives				
Objective/ Goal/ Measure	Activity/Description	Activity Dosage/ Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
1. Advance the Strategic Priorities of the QSSB Partnership	<ul style="list-style-type: none"> Planning & facilitation of (5) QSSB Steering Committee meetings Executive consultation to First 5 San Bernardino via up to (5) calls and/or planning meetings & email & phone consultation Planning, coordination, & facilitation of up to (4) meetings with State leaders (representing First 5 California, the Governor’s Office, California Department of Education, California Department of Social Services, & Health & Human Services) to share updates on QSSB’s equity work, workforce research, & strategic policy priorities 	Ongoing	Quarterly	Enter the Monitoring Meeting Tracking form in Persimmony	PDF upload of the following: <ul style="list-style-type: none"> Meeting agendas, meeting materials, & summary notes for each of the meetings 1–2-page brief, summarizing key findings/topics for discussion for state leader meetings3 Summary report: State leader key takeaways & recommendations
2. Facilitate the development & design of a new QSSB Strategic Plan & Action Plan	<ul style="list-style-type: none"> Planning, coordination, & facilitation of up to (4) Strategic Plan workgroup meetings, including representation of key partners & stakeholders Drafting & finalization of a QSSB Strategic Plan, including a draft plan, with 1 round of feedback & a graphically designed plan Development of a 1 Year Action/Implementation Plan, with 1 round of feedback 	Ongoing	Quarterly	Enter the Monitoring Meeting Tracking form in Persimmony	PDF upload of the following: <ul style="list-style-type: none"> Meeting agendas, materials, & summary notes for up to (4) planning meetings 1 draft strategic plan 1 final graphically designed strategic plan 1 draft action plan 1 final action plan
3. Community Engagement Framework	<ul style="list-style-type: none"> Identify key questions to be answered by community members to inform the strategic plan 	Ongoing	Quarterly	N/A	PDF upload of the following: <ul style="list-style-type: none"> Key community questions framework Summary of community insights

Contract #:	IC046 A2				Attachment A
Strategic Priority Area & Goals:	Quality Early Learning				
Investment Area:	System Level Efforts, Supportive Strategies				

	<ul style="list-style-type: none"> • Identify existing community engagement efforts that partners are implementing & can be leveraged to answer priority questions • Collect & synthesize data & findings from community engagement efforts to determine answers to key questions 				
--	---	--	--	--	--

Agency Rep Name:		Data Type:	Quantitative & Qualitative Data		
Agency Signature:		Reporting Period:	Quarterly	Due: By the 15 th of the following month	
Date Signed		Fiscal Year:	2023-2024		



San Bernardino County QRIS (Quality Start) 2023-24 Attachment B

Project Staffing

VIVA Staff	Role
Christina Collosi, M.Ed., Managing Director	Senior Advisor <ul style="list-style-type: none"> ● Provides project oversight and guidance for State Leader meetings
Laura Bowen, MA, Communications Director	Project Lead from July - October 2023 <ul style="list-style-type: none"> ● Leads Steering Committee meetings, State Leader meetings, and Strategic Planning efforts ● Oversees all project activities and deliverables
Katy Nagy, MDP, Senior Consultant*	Project Lead from November 2023 - June 2024 <ul style="list-style-type: none"> ● Leads Steering Committee meetings, State Leader meetings, and Strategic Planning efforts ● Oversees all project activities and deliverables
Jaelyn Edwards, Consultant	Community Engagement Lead <ul style="list-style-type: none"> ● Leads development of Community Engagement Framework and synthesis of partners' community data ● Supports Steering Committee planning and facilitation
Joseline Delgadillo, Associate Consultant	Project Manager <ul style="list-style-type: none"> ● Leads project coordination and monitors completion of all project activities and deliverables ● Supports across all project workstreams

*on maternity leave from July - October 2023

Project Timeline

Project Activities	2023						2024					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Workstream 1: Advance the Strategic Priorities of the QSSB Partnership												
Project Kickoff Meeting with First 5	█											
Steering Committee Meetings		█		█				█		█		█
State Leader Meetings			█	█	█							
Planning/Consultation meetings with First 5 (as needed)				█				█		█		█

Project Activities	2023						2024					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Workstream 2: Facilitate the development and design of a new QSSB Strategic Plan & Action Plan												
Strategic Plan Workgroup Meetings					█		█		█		█	
Draft & Finalize Strategic Plan								█	█	█	█	
Draft & Finalize Action Plan											█	█
Workstream 3: Community Engagement Framework												
Determine Key Questions and Develop Framework		█	█	█								
Collect Data and Findings			█	█	█							
Develop Summaries & Findings						█	█					
Project management & coordination (across all workstreams)	█	█	█	█	█	█	█	█	█	█	█	█

Payment Structure

Deliverables will be included in monthly invoices upon completion of the milestones below.*

Deliverable		Price
1	Agenda, materials, and notes for project kickoff meeting, including project work plan	\$5,000
2	Agenda, materials, and notes for Steering Committee Meeting 1	\$12,000
3	Agenda, materials, and notes for Steering Committee Meeting 2	\$12,000
4	Agenda, materials, and notes for Steering Committee Meeting 3	\$12,000
5	Agenda, materials, and notes for Steering Committee Meeting 4	\$12,000
6	Agenda, materials, and notes for Steering Committee Meeting 5	\$12,000
7	Agenda and materials for State Leader Meetings	\$13,000
8	State Leader Meetings Summary Report	\$15,000
9	Strategic Plan: Draft Mission, Vision, Values	\$6,000
10	Strategic Plan: Draft Goal areas	\$6,000
11	Strategic Plan: Draft Objectives	\$6,000
12	Strategic Plan: Draft Strategies	\$6,000
13	Strategic Plan: Complete Draft for review	\$20,000
14	Final Strategic Plan	\$7,000
15	Strategic Plan Action Plan Draft	\$10,000
16	Final Strategic Plan Action Plan	\$3,000
17	Community Engagement framework	\$8,000
18	Synthesized responses to community questions	\$10,000

**Milestones will not be completed or billed for in numerical order.*



**San Bernardino County QRIS (Quality Start)
2023-24 Scope of Work**

May 26, 2023

Background

VIVA Social Impact Partners has provided strategic consultation for the design and operation of San Bernardino County's Quality Rating Improvement System (QRIS), Quality Start San Bernardino (QSSB) since its inception. Strategic consultation in FY 2023-24 has been focused in the following areas:

1. Consultation to and facilitation of the QSSB partnership's fiscal and operational leadership
2. Updating the 2019-23 Strategic Plan and developing an Action Plan for 2022-23
3. Advancing QSSB's equity efforts through meaningful and ongoing engagement with key system stakeholders

Priority Focus for FY 23-24

The QSSB partners are approaching a new phase of their work together, as the 2019-23 QSSB Strategic Plan term comes to an end, and the state and local early childhood systems and policy landscape continues to evolve. The changing landscape includes (1) an increased focus on supporting the health, education and well-being of our youngest children at the state level at the highest levels of leadership; (2) changes in funding for First 5 CA and the Department of Education's state QRIS investments and roles for key components of the QRIS; (3) state funding for Universal Transitional Kindergarten in alignment with the Master Plan for Early Learning and Care and a commitment to provide universal access to state-funded preschool for all four-year-old children, and to significantly increase access to subsidized preschool for three-year-olds; (4) increased opportunities for cross-systems connections and collaboration between agencies and initiatives to support children and families and the training and education of early childhood education workforce; and (5) responsiveness and recalibration in the context of the global COVID-19 pandemic, and growing systemic inequities and disparities.

This context aligns well with the priorities shared by First 5 and the QSSB partners and reflected in the scope of work below, including the following:

1. Centering equity and community voice in QSSB system planning and implementation
2. Prioritizing long-term sustainability of the system
3. Leading workforce development for early childhood educators in San Bernardino County
4. Aligning QSSB's work across early childhood systems and initiatives

Scope of Work and Budget

Activities	Deliverables
<p>1. Advance the Strategic Priorities of the QSSB Partnership <i>Led by Laura with support from Jaelyn and Joseline from August - October; led by Katy with support from Jaelyn and Joseline from November - June.</i></p> <p>VIVA will provide strategic consultation and facilitation to support the successful leadership of the Quality Start San Bernardino partnership in advancing its identified strategic priorities, in alignment with QSSB’s Equity Framework. This work will include the following:</p> <ul style="list-style-type: none"> ● Planning and facilitation of (5) QSSB Steering Committee meetings ● Executive consultation to First 5 San Bernardino via up to (5) calls and/or planning meetings and email and phone consultation ● Planning, coordination and facilitation of up to (4) meetings with State leaders (representing First 5 California, the Governor’s Office, California Department of Education, California Department of Social Services, and Health and Human Services) to share updates on QSSB’s equity work, workforce research and strategic policy priorities 	<ul style="list-style-type: none"> ● Meeting agendas, meeting materials and summary notes for each of the meetings ● 1-2 page brief, summarizing key findings/topics for discussion for state leader meetings³ ● Summary report: State leader key takeaways & recommendations
<p>2. Facilitate the development and design of a new QSSB Strategic Plan & Action Plan <i>Led by Katy with support from Joseline beginning in November; Laura will guide the set up and scheduling from July - October.</i></p> <p>VIVA will lead a strategic planning process to develop and design a new QSSB Strategic Plan. A key priority is alignment with existing early childhood initiatives and plans in San Bernardino County as well as at the State. In addition to the touchpoints and processes included in workstream #1 above, VIVA will complete the following activities in order to complete the strategic planning process:</p>	<ul style="list-style-type: none"> ● Meeting agendas, materials and summary notes for up to (4) planning meetings ● 1 draft strategic plan ● 1 final graphically designed strategic plan ● 1 draft action plan ● 1 final action plan

<ul style="list-style-type: none"> ● Planning, coordination, and facilitation of up to (4) Strategic Plan workgroup meetings, including representation of key partners and stakeholders ● Drafting and finalization of a QSSB Strategic Plan, including a draft plan, with 1 round of feedback and a graphically designed plan ● Development of a 1 Year Action/Implementation Plan, with 1 round of feedback 	
<p>3. Community Engagement Framework <i>Led by Jaelyn with support from Joseline from October - February.</i></p> <p>To further QSSB's equity efforts and ensure that the QSSB Strategic Plan centers key community perspectives, VIVA will design a community engagement framework by working with Steering Committee and Strategic Plan Workgroup members to:</p> <ul style="list-style-type: none"> ● Identify key questions to be answered by community members to inform the strategic plan ● Identify existing community engagement efforts that partners are implementing and can be leveraged to answer priority questions ● Collect and synthesize data and findings from community engagement efforts to determine answers to key questions <p>The community engagement framework inputs will be identified during Steering Committee and Strategic Plan Workgroup meetings. VIVA will follow up with system partners to collect relevant notes and data that will be used to determine answers to the key questions. Those answers will be used to inform the strategic planning process.</p> <p>Note: VIVA will not be involved in the implementation of community engagement activities that are identified as part of the framework. Successful completion of this workstream and corresponding deliverables requires QSSB partners to (1) implement the community engagement activities identified as part of the framework, and (2) share available notes and/or documentation from those activities with VIVA within an agreed upon timeframe.</p>	<ul style="list-style-type: none"> ● Key community questions framework ● Summary of community insights

Note: All above activities will be conducted virtually.



Program Outline Document 2023-2024

AGENCY INFORMATION

Contract #: IC046 A2

Legal Entity: VIVA Social Impact Partners

Dept./Division: _____

Project Name: Quality Start San Bernardino Consultation

Program Site Address: N/A **Client Referral Phone #:** N/A

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Christina Collosi **Title:** Managing Partner

Address: 4 W. 4th Avenue, 6th Floor
San Mateo, CA 94402 **Direct Phone #:** 650-517-6230

E-Mail: christina@vivasocialimpact.com **Fax #:** _____

CONTRACT REPRESENTATIVE

Name: Christina Collosi **Title:** Managing Partner

Address: 4 W. 4th Avenue, 6th Floor
San Mateo, CA 94402 **Direct Phone #:** 650-517-6230

E-Mail: christina@vivasocialimpact.com **Fax #:** _____

PROGRAM CONTACT

Name: Christina Collosi **Title:** Managing Partner

Address: 4 W. 4th Avenue, 6th Floor
San Mateo, CA 94402 **Direct Phone #:** 650-517-6230

E-Mail: christina@vivasocialimpact.com **Fax #:** _____

FISCAL CONTACT

Name: Christina Collosi **Title:** Managing Partner

Address: 4 W. 4th Avenue, 6th Floor
San Mateo, CA 94402 **Direct Phone #:** 650-517-6230

E-Mail: christina@vivasocialimpact.com **Fax #:** _____

ADDITIONAL CONTACT (Describe): Program

Name: Katy Nagy **Title:** Senior Associate Consultant

Address: 4 W. 4th Avenue, 6th Floor
San Mateo, CA 94402 **Direct Phone #:** 650-517-6114

E-Mail: katy@vivasocialimpact.com **Fax #:** _____

PROGRAM INFORMATION

TYPE OF AGENCY

Private Entity/Institution

Describe:

For Profit

PROGRAM DESCRIPTION

VIVA provides strategic consultation and facilitation services to First 5 San Bernardino and the Quality Start San Bernardino partnership. This includes an increased focus on supporting the health, education and well-being of our youngest children at the state level at the highest levels of leadership. Changes in funding for First 5 CA and the Department of Education’s state QRIS investments and roles for key components of the QRIS are anticipated. Alignment with State funding for Universal Transitional Kindergarten with the Master Plan for Early Learning and Care is the goal. VIVA will work to increase opportunities for cross-systems connections and collaboration between agencies and initiatives to support children and families and the training and education of early childhood education workforce. In addition, they will increase responsiveness and recalibration in the context of the global Covid-19 pandemic and growing systemic inequities and disparities.

REGION

Countywide

FY23-24 will focus on:

1. Advance the Strategic Priorities of the QSSB Partnership: VIVA will provide strategic consultation and facilitation to support the successful leadership of the Quality Start San Bernardino partnership in advancing its identified strategic priorities in alignment with QSSB’s Equity Framework.
2. Facilitate the development and design of a new QSSB Strategic Plan & Action Plan: VIVA will lead a strategic planning process to develop and design a new QSSB Strategic Plan. A key priority is alignment with existing early childhood initiatives and plans in San Bernardino County as well as at the State.
3. Community Engagement Framework: VIVA will support QSSB’s equity efforts and ensure that the QSSB Strategic Plan centers key community perspectives. VIVA will design a community engagement framework by working with Steering Committee and Strategic Plan Workgroup members.

STRATEGIC PRIORITY AREA & GOAL

Child Health

Quality Early Learning

Family Support

INVESTMENT AREA

Direct Services

Systems Level Efforts

Supportive Strategies

Defined by the Strategic Plan

ASSIGNED ANALYST:

Erika Willhite

ASSIGNED ACCOUNTANT:

Hope Loewenstein

ASSIGNED SAIL-EVAL: Ray Salamat

PROCUREMENT TYPE: Competitive Non-Competitive
Continuing

VIVA has provided feedback on current QRIS standards, structure, and infrastructure requirements as well as design of the local QRIS system to First 5 San Bernardino since 2015. VIVA was approved from a selected procurement based on their special qualifications in the area of QRIS design and implementation in California. While not a sole source, this type of consultation is extremely limited in California. Contract is justified as defined by the Commission’s procurement policy.

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2021-2022	\$ 200,000	\$	\$ 200,000
2022-2023	\$	\$ 200,000	\$ 200,000
2023-2024	\$	\$ 175,000	\$ 175,000
Total			\$ 575,000



AGENDA ITEM 9
July 12, 2023

Subject	Contract SI042 with San Bernardino County Children’s Network.
Recommendations	Approve Contract SI042 with San Bernardino County Children’s Network in the amount of \$754,652 for 2023-24 to provide support for system integration to enhance collective impact, sustainable competency workforce and community awareness campaigns including child abuse prevention. (Presenter: Iffat Quazi, Staff Analyst II, 252-4275)
Financial Impact	\$754,652 for 2023-24.
Background Information	<p>Since 2004, the Commission has invested in a collaborative partnership with Children’s Network to provide continued leadership using an Early Childhood Mental Health System (ECHMS) Coordinator to establish referral pathways and leverage additional funding that would improve the system of service for the prevention of child abuse.</p> <p>Children’s Network also serves as a leader for community engagement and systems improvement for the prevention of child abuse through training, and media campaigns to raise awareness addressing child abuse prevention, safe sleep, post-partum depression, domestic violence, father engagement and interventions.</p> <p>Each year, Children’s Network strives to raise awareness by hosting an annual conference and the “Shine A Light on Child Abuse Awards Breakfast.” These activities coincide with national awareness months to increase the efficacy of each campaign message. To ensure the target audience is reached, Children’s Network uses demographic information and rates of risk and/or occurrences to drive the decision on which areas of San Bernardino County to focus efforts and what modes of advertising would be most effective.</p> <p>In addition to the prevention of child abuse through a variety of media campaigns, the ECHMS Coordinator will identify training topics; plan trainings for the community service providers, partners, and stakeholders relevant to the 0-5 high-risk population, provide resources specific to the high-risk 0-5 population, report/discuss on outcome findings, challenges and successes.</p> <p>Through a collaborative effort, Children’s Network engages stakeholders such as First 5 San Bernardino and collaborates with the Children’s Policy Council, the Child Abuse Prevention Council, and other County departments such as San Bernardino County’s Children and Families Services Department, Department of Public Health, and Department of Behavioral Health in an effort to align common goals.</p> <p>Pending Commission approval, Children’s Network will expand awareness campaigns and provide expanded training resources specific to the high-risk 0-5 population using demographic information and rates of risk and/or occurrences to drive collective decisions on targeting high-risk areas, discuss outcome findings, explore and leverage funding streams, identify gaps in services and referral pathways.</p>

This item supports the **Child Health** Strategic Priority Area in the Commission's 2020-23 Strategic Plan through the following investment areas:

- **System Level Efforts:**
 Collaboration, Community Capacity Building and Workforce.

- **Supportive Strategies:**
 Research and Evaluation, Policy, Advocacy, Countywide Collaboration, and Statewide/First 5 Network Efforts.

Review

Dawn Martin, Commission Counsel

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

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY

STANDARD CONTRACT**

<i>FOR COMMISSION USE ONLY</i>						
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 50000460	SC	Dept. 903	A		
Organization Children and Families Commission				Contract Number SI042		
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706	Contractor's License No.		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				Total Contract Amount \$754,652		
If not encumbered or revenue contract type, provide reason:						
Commodity Code 95200	Contract Start Date July 1, 2023	Contract End Date June 30, 2024	Original Amount	Amendment Amount		
Cost Center 9033009900		GL Account 53003357	Internal Order No. 100734	Amount \$754,652		
Cost Center		GL Account	Internal Order No.			
Cost Center		GL Account	Internal Order No.	Amount		
Abbreviated Use Community Engagement & Systems Improvement	FY	Estimated Payment Amount	I/D	Total by Fiscal Year FY	Amount	I/D
	23-24	\$754,652	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)

San Bernardino County

Department/Division

Children's Network

Address

825 E. Hospitality Lane 2nd Floor

San Bernardino, CA 92415-0049

Phone

(909) 383-9696

Federal ID No.

95-6002748

Program Address (if different from legal address):

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

WHEREAS, the Commission has been authorized by these cited references and by San Bernardino County Code under Sections 12.2901 – 12.2907 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

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

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

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I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Unduplicated Clients: Clients who are counted as receiving service for the first time.

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

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor, San Bernardino County Children's Network, hereafter referred to as the "County or Contractor," shall provide all program services identified in this Contract, including Attachment A – Program Work Plan and Attachment B – Program Budget . Pursuant to Section II, paragraph E, and Section III, paragraph AA, and Section VIII, paragraph D of the Contract, Attachment A will be amended to list the specific quantitative targets for the respective year.

Initial Here

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

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

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

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

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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

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

O. Child Abuse Reporting

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

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

- Provision of or arrangement of training in child abuse reporting laws ([Penal Code, Sections 11164 et seq.](#)) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

Initial Here

P. Department of Justice Clearance

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

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

Initial Here

Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits
or
Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
or
Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.
If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.
- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- g. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Attorney's Fees and Costs

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

X. Ownership Rights

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

Y. Attribution

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

Z. Incongruous Activities

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

AA. Reports

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

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

▪ Program Reports

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

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

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▪ Fiscal Reports

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

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

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

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▪ Asset Report

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

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

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BB. Pro-Children Act of 1994

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

CC. Debarment, Suspension, and Other Responsibility Matters

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

- a. The Contractor certifies that 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.

DD. Conflict Resolution

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

FF. Environmental Requirements

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

IV. COMMISSION RESPONSIBILITIES

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

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$754,652 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 2023-24 \$754,652 July 1, 2023 through June 30, 2024

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B. Payment Provisions

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

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

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

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

C. EFT Payments

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

D. Allowable Costs

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

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

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

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

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

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

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E. Supplanting of Funds

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

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

The Contractor must submit any Budget Revision Requests to the Commission no later than **February 28th** of the fiscal year. Budget Revision Requests may be submitted in hard copy form with original signatures or electronically in a PDF format. Postmarked envelopes received after **February 28th** will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Variances to the individual line items of Section A: Salaries and Benefits may be allowed if deemed reasonable and does not increase the total budgeted amount of Section A: Salaries and Benefits.

Annual variances of up to 10% of individual line items within Section B: Services and Supplies are allowable provided that the variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Annual variances in excess of 10% of line item cannot be made by the Contractor without prior approval of a Budget Revision Request by the Commission in accordance with Section V, Paragraph G of this Contract.

I. Procurement

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

J. Fixed Assets

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

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

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

K. Payor of Last Resort

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

In cases where a participant is qualified for benefits from another source (such as MediCal, Healthy Families, federal or state funded programs, personal insurance, etc.), costs relating to services provided

to that participant should be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. Written verification shall be provided upon request.

L. Fiscal Record Keeping

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

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VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

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E. Recovery of Investigation and Audit Costs

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:
 - Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
 - Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
 - Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;
 - Withhold funds pending duration of the breach; and/or
 - Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
 - Provide a 30-day notice to 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.
- D. The Director of the Contractor is authorized to exercise Contractor's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

VIII. TERM

- A. This Contract is effective as of July 1, 2023 and expires June 30, 2024, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

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- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Director of Children's Network has the authority and discretion to exercise this right on behalf of the Board of Supervisors. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for two (2) additional one (1)-year periods by mutual agreement of the parties.

- D. Continuation of this Contract for each fiscal year after June 30, 2024 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

A. Notices

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

Contractor: County of San Bernardino
Children's Network
825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415

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

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

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- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
- G. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

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

X. NONDISCRIMINATION

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

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

2. Civil Rights Compliance

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

D. Sexual Harassment

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

XIII. CONCLUSION

- A. This Contract, consisting of 21 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.
- C. This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

CHILDREN AND FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

SAN BERNARDINO COUNTY

Legal Entity

▶ _____
Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Dawn Rowe
Printed Name

Chair, Board of Supervisors
Title

Dated

Official Stamp

<p>Reviewed for Processing</p> <p>▶ _____ Cindy Faulkner Assistant Director</p> <p>_____ Date</p>	<p>Approved as to Legal Form</p> <p>▶ _____ Dawn Martin 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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Contract #: SI042		Attachment A
Strategic Priority Area & Goals:	Child Health	
Investment Area:	Systems Level Efforts & Supportive Strategies	



Agency Name:	San Bernardino County Children’s Network	Service Area:	County Wide
Program Name:	Community Engagement & Systems Improvements	Period:	July 1, 2023 – June 30, 2024

Expectations Provide leadership & support system integration within San Bernardino County to enhance collective impact, sustainable competency workforce, & community awareness on issues serving children prenatal through 5 & their families in SBC including child abuse prevention.

Outcomes Strengthen infant early childhood mental health systems of care, increase transdisciplinary intervention, & improve communication across service delivery sectors to improve the lives of children prenatal through 5 & their families & communities.

Objective/ Goal/ Measure	Activity/Description	Activity/ Dosage/ Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
Increase Competency training & education for providers & parents	Training/education includes but is not limited to the following: <ul style="list-style-type: none"> Adverse Child Experiences (ACE) training Including but not limited to: Nursing Child Assessment Satellite Training (NCAST), Dyadic Art Therapy, Watch, Wait, Wonder Local/national/international experts on high-risk 0-5 population Shaken baby syndrome prevention training. Safe Sleep training (crib distribution) 	Ongoing	Quarterly	1. Aggregate count in Persimmony number of providers & parents who attended the training. 2. Enter Monitoring Training tracking in Persimmony: <ul style="list-style-type: none"> Date of the training Name of the training Number of attendances Attendee Type 	1. Upload PDFs of the training description 2. Upload PDF of attendance & registration records. 3. Upload PDFs of the attendee’s feedback & training evaluation 4. Complete the Quarterly Narrative Reporting in the Monitoring Section
Broaden Fatherhood Engagement System	Training/education includes but is not limited to the following: <ul style="list-style-type: none"> Father engagement training Nurturing Father Program Facilitator Training Nurturing Fathers Program to dads (IEHP, CRC, Reentry, or CDCs) Serve as Chair of the Inland Empire Father Involvement Collation (IEFIC) Collaborate with other County & Community Partners Presentations & consultations in & out of county support, e.g., Orange & Riverside County Participate in Statewide Fatherhood initiative meetings. Coordinate support services that are accessible & father-friendly Coordinate Fatherhood programming in Preschools & school systems, e.g., donuts w/ dads, Watch DOGS, All Pro Dads 	Ongoing	Quarterly	1. Aggregate count in Persimmony number of providers & parents who attended the training. 2. Enter Monitoring Training tracking in Persimmony: <ul style="list-style-type: none"> Date of the training Name of the training Number of attendances Attendee Type 3. Enter Monitoring Meeting tracking in Persimmony: <ul style="list-style-type: none"> Date of the meeting Name of the meeting Number of people in the meeting 	1. Upload PDFs of the training description 2. Upload PDF of attendance & registration records. 3. Upload PDFs of the attendee’s feedback & training evaluation 4. Upload PDFs of the meeting minutes. 5. Complete the Quarterly Narrative Reporting in the Monitoring Section
Improve System Integration, resource	Meetings include but are not limited to the following:	Ongoing	Quarterly	Enter Monitoring Meeting tracking in Persimmony: <ul style="list-style-type: none"> Date of the meeting 	1. Upload PDFs of the meeting minutes.

Contract #:	SI042				Attachment A
Strategic Priority Area & Goals:	Child Health				
Investment Area:	Systems Level Efforts & Supportive Strategies				

mapping, coordination, & meetings	<ul style="list-style-type: none"> • Early Childhood Mental Health Collaborative meeting (Facilitate) • Referral, Screening, Assessment, Treatment (RSAT) meeting • SART/EIIS funders/providers meeting • Child Care Planning Council meeting • County & Community Early Childhood Mental Health service provider meetings, as identified & appropriate. • Child Death Review meeting oversight • Children's Policy Council meeting (report out) • Child Abuse Prevention Council meeting • IE Maternal Mental Health collaborative meeting 			<ul style="list-style-type: none"> • Name of the meeting • Number of people in the meeting • Number of partner agencies represented in the meeting. • List of the partner agencies 	2. Complete the Quarterly Narrative Reporting in the Monitoring Section
Develop & establish resource & referral pathway	<ul style="list-style-type: none"> • Host meetings with community partners & agencies to identify the community's needs. • Research resource gaps • Ensure the current resources list is active & identify new resources in the community. • Operate as the first stop to connect families with community resources. • Collaborate & provide resources to bi-monthly collaboration & the First 5 funded partners. 	Ongoing	Quarterly	None	1. Complete the Quarterly Narrative Reporting in the Monitoring Section
Increase Media awareness campaigns on various topics impacting children (0-5) & their families.	<p>Topics include but are not limited to the following:</p> <ul style="list-style-type: none"> • Child abuse/neglect • Safe sleep • Autism Spectrum Disorder (ASD) education • Post-partum depression • Domestic violence • Father Engagement • Community resources 	Ongoing	Quarterly	None	<ol style="list-style-type: none"> 1. Upload PDFs of documentation of media awareness campaigns & analogic counts. 2. Complete the Annual Narrative Reporting in the Monitoring Section
Host annual conferences & events on the transdisciplinary professional development focus on children (0-5).	<ul style="list-style-type: none"> • Shine a Light on Child Abuse Award's Breakfast • Children's Network Conference • Topic-specific events 	Ongoing	Annual	Aggregate count in Persimmony number of providers & parents who attended the event/conference.	<ol style="list-style-type: none"> 1. Upload PDF documentation of presentations on the annual event/conference 2. Upload PDF of attendance & registration records 3. Complete the Annual Narrative Reporting in the Monitoring Section

Agency Rep Name:	Dawn Rowe	Data Type:	Quantitative & qualitative		
Agency Signature:		Reporting Period:	Quarterly & annually	Due: By the 15 th of the following month	
Date Signed		Fiscal Year:	2023-2024		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	Children's Network	DIRECTOR:	Wendy Alvarez	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Community Engagement and Systems Improvements	PROGRAM DIRECTOR:		TOTAL BUDGET:	754,652
INITIATIVE:		FINANCE OFFICER:	Hillary Steenson Ray	RFP/CONTRACT #:	SI042

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	Wendy Alvarez	Associate Network Officer	0.50	42.61	1040	50%	44,312	22,194	66,506	133,012	50%	The Children's Network employs an Associate Network Officer. 50% of that position will serve as the ECMHS Coordinator. Duties of the ECMHS Coordinator attached.
2	Joseph Muratalla	ECMHS Office Assistant	1.00	17.39	2080	68%	36,175	24,426	60,601	60,601	100%	OAll provides support to the ECMHS Coordinator & assists in coordination efforts for the ECMHS program.
3	Jannette Zito	CN Staff Analyst	1.00	32.87	2080	51%	68,362	34,802	103,164	103,164	100%	This position is responsible for fiscal management of the First 5 contracts, data collection, analysis of data. Also provides support to ECMHS & CAP programs. Produces the annual report & CDRT report.
4	Xenedia Brown	Child Abuse Prevention Coordinator	0.75	24.89	1560	41%	38,822	16,102	54,924	73,232	75%	Attendance at community events throughout county disseminating CAP and safety materials. Will assists First 5 contracted agencies with resource information. Assists in the implementation and planning of the Children's Network campaigns.
5	Hillary Steenson-Ray	Community and Events Coordinator	0.50	35.16	1040	56%	36,562	20,619	57,181	114,362	50%	Plans and implements major CN events including conference and breakfast. Will serve as lead staff in launching Shaken baby prevention pilot with ARMC.



FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET
 FISCAL YEAR: **2023-2024**

ORGANIZATION:	Children's Network	DIRECTOR:	Wendy Alvarez	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	Community Engagement and Systems Improvements	PROGRAM DIRECTOR:		TOTAL BUDGET:	754,652
INITIATIVE:		FINANCE OFFICER:	Hillary Steenson Ray	RFP/CONTRACT #:	SI042

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
6	Juan Solis Father Engagement Coordinator	1.00	30.56	2080	39%	63,559	24,970	88,529	88,529	100%	Under direction, performs administrative and operational program development activities; analyzes, recommends and develops policies/ procedures and tools for agency/department programs. Organizes, coordinates and implements training and outreach relating to the importance of father involvement. Acts as liaison between First 5 San Bernardino, County, and community-based organizations.
Total Salaries & Benefits						\$ 287,792	\$ 143,113	\$ 430,904	\$ 572,900		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	Children's Network Community Engagement and Systems Improvements	DIRECTOR:	Wendy Alvarez	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	0	PROGRAM DIRECTOR:	0	TOTAL BUDGET:	754,652
INITIATIVE:	0	FINANCE OFFICER:	Hillary Steenson Ray	RFP/CONTRACT #:	SI042

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1 Program Materials/Supplies	6%	\$ 41,800	Used for Purchasing child abuse prevention literature, safe baby/toddler materials, and promotional items, for dissemination in the community. Pay for fees associated with hosting collaborative meetings and participating in community fair/events. Purchase Safe Sleep Survival kits for parents of newborns. Pay for other child abuse prevention program materials as deemed necessary (i.e., post-partum campaign that children's network develops. Per the scope of service, the money will also be used to provide training materials, assessment tools, educational DVD's etc. as needed by the ECMHS Coordinator, ECMHS partners, and ECMHS providers.	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	Children's Network Community Engagement and Systems Improvements	DIRECTOR:	Wendy Alvarez	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	0	PROGRAM DIRECTOR:	0	TOTAL BUDGET:	754,652
INITIATIVE:	0	FINANCE OFFICER:	Hillary Steenson Ray	RFP/CONTRACT #:	SI042

2	Staff Development	2%	\$ 13,200	For Staff Development to attend 0-5 training and conferences, as well as conferences/training related to child abuse prevention. The Network Officer and Associate Network Officer may also attend 0-5 specific training and conferences. The expenses associated with the training will include: conference registration, airfare, hotel, and meals, and automobile mileage; and are included on this line item to mirror budgeting practices of the Children's Network. Any out of State travel will be pre-approved by First 5 San Bernardino using the appropriate form and submitted as outlined in the contract. Also budgeted for the ECMHS Coordinator will attend 0-5 trainings & conferences. The Network Officer, ECMHS partners and consultants may also attend 0-5 specific trainings & conferences. The expenses associated with these trainings will include: conference registration, airfare, hotel & meals, as well as automobile mileage.
3	Printing	2%	\$ 11,550	Budgeted amount will cover the cost of printing brochures and posters i.e. safe sleep. Post- partum depression, and other 0-5 specific topic. Cost of printing materials related to Shaken Baby Syndrome prevention program. As well as the Annual Report and CDRT report. Allocation to also cover the expense of training materials and ECMHS brochures.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	Children's Network Community Engagement and Systems Improvements	DIRECTOR:	Wendy Alvarez	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	0	PROGRAM DIRECTOR:	0	TOTAL BUDGET:	754,652
INITIATIVE:	0	FINANCE OFFICER:	Hillary Steenson Ray	RFP/CONTRACT #:	SI042

4	Professional Services/Consultants	7%	\$ 55,000	Budgeted amount will be used to support the ECHMS programs, providers and community partners by providing appropriate professional trainings and consultation throughout the year. Trainings are intended to increase skills and knowledge in working with children ages 0-5 with behavioral and/or mental health difficulties. These trainings will take place at venues throughout the county. Budgeted amount will also support the CE program, providers, and community partners by providing appropriate professional trainings and consultation through-out the year. The topics of the trainings will reflect the campaigns Children's Network highlights in this fiscal year. The decision to highlight a particular campaign is driven by the data derived from CDRT and other meetings attended by Network Staff, as well as needs and gaps in services/campaigns that are identified through the Children's Policy Council Strategic Planning process. Subject matter experts will be chosen to facilitate these trainings to community partners/providers, parents, families, or County
5	Advertising	18%	\$ 137,500	Advertising related to child abuse prevention, safe sleep for infants, child burn prevention post-partum depression and fatherhood campaigns. Type and location of advertising will be based on market analysis. Year round presence of advertising is the goal with placement of at least one item per quarter. An additional advertising source will be to maintain Fatherhood website domain.
Total Services & Supplies			\$ 259,050	

III. FOOD

Event(s):	TOTAL F5SB BUDGET	Description/Justification:
1 SART monthly meetings	660	To provide light snacks and water for meetings and trainings. Approximately \$50 per meeting for 12 meetings.



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	Children's Network Community Engagement and Systems Improvements	DIRECTOR:	Wendy Alvarez	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	0	PROGRAM DIRECTOR:	0	TOTAL BUDGET:	754,652
INITIATIVE:	0	FINANCE OFFICER:	Hillary Steenson Ray	RFP/CONTRACT #:	SI042

2	ECMHS trainings and community events	10,050	NCAST trainings; two session per fiscal year. Budgeted for ECMHS Countywide trainings that will be held throughout the fiscal year. Also budgeted for Food for County-wide trainings and community events. Specific trainings will be chosen throughout the year to reflect the campaigns that Children's Network highlights. Examples include, but are not limited to: Safe Sleep, Post-Partum Depression, Car seat safety, Dial 211, Shaken Baby Project and Father Engagement. Actual cost of food may vary depending on the number of attendees and food chosen. AU dollars expended in this line item will require a sign in sheet for attendees and what programs the participants provide for the 0-5 children and their families. Also, the sign in sheet must indicate whether First 5 San Bernardino funds programs/activities for attending participants or their agency.
3	Collaborative Meetings	1,188	Light refreshment will be provided at the monthly Child Abuse Prevention Meetings. Children's Network will also provide light refreshments at the collaborative meetings that take place bi-monthly. Additionally refreshments will be provided at the
	Total Food	\$ 11,898	

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

V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024**

ORGANIZATION:	Children's Network Community Engagement and Systems Improvements	DIRECTOR:	Wendy Alvarez	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	0	PROGRAM DIRECTOR:	0	TOTAL BUDGET:	754,652
INITIATIVE:	0	FINANCE OFFICER:	Hillary Steenson Ray	RFP/CONTRACT #:	SI042
1	National Orange Show		11000	The annual Shine a Light on Child Abuse Prevention Awards Breakfast is held at this central location each year.	
2	Ontario Convention Center		41800	This is the only venue that can meet the needs of our conference based on our large attendance. The total fees cover rental, food, parking, and other fees for over 500 participants.	
	Total Subcontractors		52,800		
VI.	INDIRECT COSTS				
	Percent:				
	Basis:				
	Total Indirect Costs		-		
TOTAL FIRST 5 BUDGET			\$ 754,652		



Program Outline Document 2023-2024

AGENCY INFORMATION

		Contract #:	SI042
Legal Entity:	San Bernardino County		
Dept./Division:	Children's Network		
Project Name:	Community Engagement and Systems Improvement		
Program Site Address:	825 East Hospitality Lane, 2 nd floor San Bernardino, CA 92415	Client Referral Phone #	909-383-9677

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name:	Dawn Rowe	Title:	Chair, Third District Supervisor
Address:	385 North Arrowhead Avenue, 5 th Floor San Bernardino, CA 92415	Direct Phone #:	909-387-4855
E-Mail:	Dawn.Rowe@bos.sbcounty.gov	Fax #:	909-387-3018

CONTRACT REPRESENTATIVE

Name:	Dawn Rowe	Title:	Chair, Third District Supervisor
Address:	385 North Arrowhead Avenue, 5 th Floor San Bernardino, CA 92415	Direct Phone #:	909-387-4855
E-Mail:	Dawn.Rowe@bos.sbcounty.gov	Fax #:	909-387-3018

PROGRAM CONTACT

Name:	Wendy Alvarez	Title:	Interim Network Officer
Address:	825 East Hospitality Lane, 2 nd Floor San Bernardino, CA 92415	Direct Phone #:	909-383-9758
E-Mail:	Wendy.Alvarez@hss.sbcounty.gov	Fax #:	909-383-9688

FISCAL CONTACT

Name:	Hillary Steenson Ray	Title:	
Address:	825 East Hospitality Lane, 2 nd Floor San Bernardino, CA 92415	Direct Phone #:	909-383-9651
E-Mail:	hillary.steenson-ray@hss.sbcounty.gov	Fax #:	

ADDITIONAL CONTACT (Describe): Choose an item.

Name:		Title:	
Address:	For Staff Analyst use only.	Direct Phone #:	
E-Mail:		Fax #:	

PROGRAM INFORMATION

TYPE OF AGENCY Government Agency

Describe: County

PROGRAM DESCRIPTION

The overall goal for the contract is to expand their reach of community-level awareness campaigns as well as increase the variety of trainings offered covering autism, Adverse Childhood Experiences (ACE), early childhood mental health, safe sleep, post-partum depression, domestic violence, and father engagement.

REGION
Countywide

Children’s Network will expand awareness campaigns and provide expanded resources specific to the high-risk 0-5 population using demographic information and rates of risk and/or occurrences to drive the decision on targeting high-risk areas, discuss outcome findings, explore and leverage funding streams, identify gaps in services and referral pathways.

STRATEGIC PRIORITY AREA & GOAL Child Health Quality Early Learning Family Support

INVESTMENT AREA Direct Services Systems Level Efforts Supportive Strategies

Defined by the Strategic Plan

ASSIGNED ANALYST: Iffat Quazi

ASSIGNED ACCOUNTANT: Wilmar Gultom

ASSIGNED EVALUATOR: Ray Salamat

PROCUREMENT TYPE: Competitive Non-Competitive Selected

There are special conditions justifying the direct selection of this entity and there is an ongoing, successful relationship with this entity.

CONTRACT AMOUNT			
Fiscal Year	Original Amount	Amendment Amount	Total
2023-2024	\$ 754,652	\$	\$
Total			\$ 754,652



AGENDA ITEM 10
July 12, 2023

Subject	First 5 California Regional Technical Assistance for Home Visiting Coordination and Integration agreement with Children and Families Commission of Orange County – First 5 Orange.
Recommendations	<ol style="list-style-type: none"> 1. Approve and receive \$285,858 in funds awarded through First 5 California for the Regional Technical Assistance for home visiting coordination and integration. 2. Approve Agreement FCI-HVC-03 By and Between Children and Families Commission of Orange County and Children and Families Commission for San Bernardino County for \$285,858 for 2023-25 to provide administration services in support of the home visiting coordination and integration. (Presenter: Alexandra Gutierrez, Staff Analyst II, 252-4261)
Financial Impact	Revenue of \$285,858 for 2023-25.
Background Information	<p>In October 2019, the First 5 California (F5CA) approved up to \$24 million in funding for five years through 2025 to help counties create a sustainable, unified system that supports families with the home visiting services they need and maximize available funding to serve more families. This catalytic funding is meant to promote increased coordination and collaboration and is expected to yield significant systems changes.</p> <p>Between 2020 and 2022, 50 counties received approximately \$9 million of funding to develop or strengthen a cross-agency, cross-system understanding of the role home visiting plays in supporting family well-being, increase access to culturally and linguistically responsive home visiting, and integrate home visiting into other child- and family-serving systems.</p> <p>On January 3, 2023, F5CA announced the release of the Regional Technical Assistance for Home Visiting Coordination and Integration Request for Application (RFA). The purpose of Regional Technical Assistance for Home Visiting Coordination and Integration is to empower counties to continue their work creating a sustainable, unified system that supports families with the home visiting services to support family well-being and maximize available funding to serve more families.</p> <p>First 5 Orange will serve as the Grantee to receive Regional Technical Assistance for Home Visiting Coordination and Integration, which consists of San Bernardino, Riverside, Orange, and Imperial counties, and local county lead agencies and will distribute funds via sub-contract/grant to the counties.</p> <p>The Regional Technical Assistance for Home Visiting Coordination and Integration funding will allow Home Visitation Coordination and Integration to meet the goals and objectives of this grant including:</p> <p>Regional focus for FY 23/24</p> <ul style="list-style-type: none"> • Workforce Development and Recruitment: Training and recruitment of home visiting workforce; • Data: Assessment of current data gathering tools and development of reporting requirements; • Finance: Identification of existing funding sources and potential new funding sources. <p>Regional focus for Year 2 FY 24/25</p> <ul style="list-style-type: none"> • Communication and Media • Equity strategies <p>First 5 San Bernardino Home Visiting Coordination goals and objectives for 2023-25 are:</p>

1. **Expand the existing San Bernardino County Home Visiting Services (SBC HVS):** Establish steering committee membership and establish parent/community advisory committee. Develop a communication plan with clear and consistent messaging for internal and external audiences that align with the system’s vision, goals, and values. Also, develop a continuous quality improvement process with data systems that support program and system-level decision-making related to closing racial disparities.
2. **Enhance the capacity & quality of services provided by the SBC HVS workforce:** Establishing a Workforce Recruitment Subcommittee and a home visitor competency subcommittee.
3. **Assessment, planning, & expansion of SBC HVS in high-need areas:** Identify a key area/region where evidence-based programs or interventions can significantly improve outcomes for families and communities and equity.
4. **Build capacity for coordinated entry, facilitating referrals to & across home visiting providers and other prenatal to five systems:** Explore opportunities across home visiting implementing agencies & agencies within other early childhood development and family support systems about coordinated processes.

Final applications from all regions were submitted on May 24, 2023. F5CA is currently reviewing and scoring applications with Grant Award Notifications anticipated to be released at the end of June 2023.

Commission approval will authorize the receipt of \$285,858 grant funds and provide such additional revenue for 2023-25 to support Home Visiting Coordination and Integration for San Bernardino County. Additionally, this item will approve the agreement with First 5 Orange as administrator of the support services.

Approval of this item supports the **Child Health** and **Family Supports** Strategic Priority Area in the Commission’s Strategic Plan through the following Investment Areas:

- **Systems Level Efforts:**
 Collaboration, Community Capacity Building and Workforce
- **Supportive Strategies:**
 Research & Evaluation, Policy, Advocacy, Countywide Collaboration and Statewide/First 5 Networks Efforts

Review

Dawn Martin, Commission Counsel

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

AGREEMENT FCI-HVC-03

BY AND BETWEEN

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

AND

CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY,

FOR THE PROVISION OF SERVICES

This **AGREEMENT** (“Agreement”) entered into as of the 1st day of July, 2023 (“Date of Agreement”) is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity (“**COMMISSION**”) and **CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY**, a California public entity (“**CONTRACTOR**”). This Agreement shall be administered by the Executive Director of **COMMISSION** or his or her authorized designee (“**ADMINISTRATOR**”).

RECITALS

A. In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the “Act”), implementing the Children and Families First Initiative passed by the California electorate in November of 1998, establishing the California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, including **COMMISSION**.

B. **COMMISSION** adopted its Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County’s children prenatal through age five as codified in the Act, which plan has been amended and after the Date of Agreement may be further amended, updated, or revised (“Strategic Plan”).

C. **CONTRACTOR** is a public entity organized and existing under the laws of the State of California, and its powers include without limitation, provision of services to and activities for the benefit of Orange County’s children through age five.

D. On (date of Commission action), **COMMISSION** took action and approved funding for this agreement.

E. **COMMISSION** desires to contract with **CONTRACTOR** to provide services, carry out certain performance obligations, and achieve certain outcomes, while promoting the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement and the Project Summary, Exhibit A; Work Plan, Exhibit A-1; and Project Budget, Exhibit B (together, “Services”).

F. As and if applicable, **COMMISSION** and **CONTRACTOR** desire to enter into a matching fund program opportunities with the California Children and Families Commission (“First 5 California”) and other matching fund opportunities as may become available.

G. **CONTRACTOR** desires to provide the services in furtherance of the purposes of the

Act and the Strategic Plan on the terms and conditions set forth in this Agreement.

NOW, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION and CONTRACTOR agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2025, unless earlier terminated pursuant to the provisions of Paragraph 23 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

2. ALTERATION OF TERMS. This Agreement, together with and including any Exhibits fully express all understanding of the parties with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2 and in Subparagraph 8.5. No amendment, addition to, or alteration of, the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 or Subparagraph 8.5 in this Agreement.

2.1 CONTRACTOR work plans, budgets, and scopes of services will be subject to an annual review to determine consistency with the COMMISSION's strategic direction. Changes to the work plan, budgets, and scopes of services may be directed by ADMINISTRATOR to bring the Agreement scope into better alignment with the COMMISSION's evolving strategic direction. These changes may include, but are not limited to, reprioritization of the targeted service population, redirection of resources to provide more intensive services, and increased focus on sustainability strategies. If CONTRACTOR is unable to redirect its program to be consistent with this direction, COMMISSION may reduce funding provided in successive years of this agreement.

2.2 Administrator Modification Authority. Notwithstanding anything to the contrary, provided any modifications do not alter the overall goals and basic purpose of the Agreement and do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR has the authority to, with the agreement of CONTRACTOR, make modification(s) to the activities, tasks, deliverables, and performance timeframes specified in the Project Summary as set forth in the Scope of Work, Exhibit A; the Work Plan, Exhibit A-1; the funding allocation between and among the line items and the "Funds Due" period(s) budgeted in the Project Budget, Exhibit B; the Payment interval; the percentage of Initial Payment(s); the percentage of Retention Amount(s); and the timing of the Retention Amount(s) withheld as described in this Agreement.

3. STATUS OF CONTRACTOR. CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. As a condition to commencing performance of any Services for this Agreement and to be eligible for any compensation for services rendered for this Agreement, CONTRACTOR shall execute an Acknowledgment of Independent Contractor Status, Exhibit C, attached hereto and fully incorporated by this reference. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between COMMISSION and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope

of their employment, whether the employee(s) are compensated through funds received by CONTRACTOR through this Agreement or otherwise related directly or indirectly to the performance of Services under this Agreement. CONTRACTOR, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights or privileges of COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of CONTRACTOR. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. CONTRACTOR shall indemnify and hold harmless COMMISSION and the County of Orange ("County") from any liability, damages, costs, and expenses of any nature arising from alleged violations of personnel practices and employment laws.

3.1 COMMISSION as Independent Entity. Notwithstanding other provisions in this Agreement, such as insurance and indemnity provisions protecting COMMISSION and the County of Orange, CONTRACTOR acknowledges that pursuant to the Act, specifically Health & Safety Code Section 130140.1(a)(1), COMMISSION is a legal public entity separate from the County of Orange with independent powers and that in no event will CONTRACTOR look to the County of Orange for performance or indemnity under this Agreement, and CONTRACTOR expressly waives any rights it may have against the County of Orange in any way related to this Agreement. With respect to the above provisions CONTRACTOR agrees all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

CIVIL CODE SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4. CONTRACTOR DELEGATION AND ASSIGNMENT. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of ADMINISTRATOR. Consent by COMMISSION shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

5. SUBCONTRACTS. Except to the extent expressly provided for in the Project Summary, Exhibit A, or as approved by ADMINISTRATOR, CONTRACTOR shall not enter into a subcontract, consulting agreement, or an agreement for professional services (each and all referred to as "Subcontract") for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of ADMINISTRATOR. Any Subcontracts approved by ADMINISTRATOR shall not alter in any way any legal responsibility or performance obligation of CONTRACTOR to COMMISSION to perform or cause performance of the

Services required under this Agreement. ADMINISTRATOR may require CONTRACTOR to submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject to examination and audit by ADMINISTRATOR or his or her designee and must be retained for a period of (i) three (3) years after the date of final disbursement of funds under this Agreement, or (ii) three (3) years after any pending audit is completed, whichever occurs later.

5.1 Minimum Subcontract Terms. Each permitted Subcontract, including all terms and provisions shall be independently negotiated between CONTRACTOR and its Subcontractor. Each Subcontract shall include provisions that meet or exceed the following requirements: (i) any specific requirements set forth in the Project Summary, Exhibit A; (ii) a clear and complete description of the nature, extent, and tasks of the work to be performed by the Subcontractor and the relation of the work to the Services required under this Agreement; (iii) identification of the personnel by classification, and, if available by name, who will work or provide services to CONTRACTOR under the Subcontract, including a description of the minimum qualifications, education, experience, and any required licensing for each classification of personnel and number of hours described in relation to full time equivalent (e.g., 1.0 FTE or 0.5 FTE); (iv) a compensation schedule, including hourly rates or fees for each classification of personnel and a maximum payment obligation under the Subcontract, which total amount shall in no event exceed the amounts set forth in the Project Budget, Exhibit B; (v) insurance and indemnification comparable to the requirements and provisions set forth in this Agreement, which insurance shall protect CONTRACTOR, COMMISSION, and the County of Orange from any Claims and other liabilities that arise out of the Subcontract and performance of Subcontractor under the Subcontract; (vi) the term of Subcontract, which term shall not exceed the term of this Agreement; (vii) obligation to maintain and retain accurate and complete client and financial records, which recordkeeping shall be fully compliant with applicable laws and regulations and obligation to maintain records related to work and services provided under the Subcontract shall be maintained for the same retention period referenced in Paragraph 5 above, (viii) remedies and termination provisions which may be available to CONTRACTOR in the event Subcontractor fails to perform under the Subcontract; (ix) compliance with laws and regulations applicable to CONTRACTOR, as a public entity, entering into contracts, including without limitation that any subcontract is duly authorized, approved, and executed and in compliance with notice and bidding and contracting requirements, if any, and prevailing wage laws, if applicable, pursuant to applicable laws and regulations; and (x) any and all other requirements expressly provided in this Agreement.

6. GENERAL INDEMNIFICATION.

CONTRACTOR agrees to and shall indemnify, defend with counsel approved in writing by COMMISSION, hold harmless COMMISSION, its Commissioners, the County of Orange, and their respective officers, agents, and employees from and against all liability, claims, losses, demands, injuries to or death of any person or persons, or damages to property, including but not limited to property of Commissioners, officers, employees, or agents of COMMISSION or the County of Orange (together, "Claims"), including defense costs, resulting from court action or in any manner arising out of, pertaining to, related to, or incident to any intentional, malicious, negligent acts, inactions, errors, or omissions of CONTRACTOR, its officers, employees, agents, or Subcontractors in the performance of this Agreement.

6.1 No elected official, no public official, no Commissioner, no officer, no committee member, no employee, and no agent of COMMISSION or the County of Orange shall be personally liable to CONTRACTOR, any successor in interest, or to any Subcontractor in the event of any default

or breach by COMMISSION or for any amount that may become due to CONTRACTOR or to its successor or Subcontractor or for breach of any obligation of the terms of this Agreement.

7. INSURANCE. Without limiting CONTRACTOR's liability for indemnification of COMMISSION as set forth in Paragraph 6 above, CONTRACTOR shall obtain and maintain, in effect, during the term of this Agreement, certain minimum coverage of insurance through any or all of the following types of insurance, as further described, and as applicable, in Subparagraphs 7.1, 7.2, and 7.3 below: (a) self-insurance through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee; (b) insurance via a pooled or joint powers insurance authority; or (c) insurance policies secured from insurance companies that are admitted in California and rated A-:VIII or better or FPR Ratings of 9 through 7 and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property-Casualty/United States, ambest.com, or from an insurance company of equal financial stability as approved by ADMINISTRATOR or his or her Risk Management designee. Evidence of required insurance coverages obtained under (a), (b), or (c) in this Paragraph 7 shall be submitted to ADMINISTRATOR prior to and as a condition precedent to commencement of any Services or proceeding with any work under this Agreement. Submittal and approval of insurance coverage, including self-insurance or pooled coverage, shall neither relieve nor decrease the liability of CONTRACTOR.

7.1 Certificate of Self-Insurance Coverage. In lieu of maintaining insurance coverage by separate insurance policies secured through third party insurance companies as described in Paragraph 7 above and Subparagraph 7.3 below, CONTRACTOR may be self-insured with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.1.1 Certificate of Self-Insurance. A certificate signed by a duly authorized officer or member of CONTRACTOR shall be submitted to ADMINISTRATOR evidencing self-insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may, in his or her reasonable discretion, request reconfirmation of CONTRACTOR's status as self-insured for the required coverage. The self-insurance certificate(s) shall verify that on behalf of Imperial County Children and Families First Commission, CONTRACTOR has and maintains self-insurance in the following categories and amounts of coverage, including the amounts and companies, if any, that may provide any secondary or additional level of coverage. Further the certification shall state that the self-insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, its Commissioners, the County of Orange, the members of COMMISSION, the Board of Supervisors of the County of Orange, and their respective officers, agents, and employees, individually and collectively, and that the self-insurance shall apply as primary insurance and that other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the self-insurance. In the event CONTRACTOR elects to no longer self-insure under any of the required types of coverage in this Subparagraph 7.1, then CONTRACTOR shall provide to ADMINISTRATOR not less than thirty (30) days prior written notice of the cancellation or change in coverage. In this event, CONTRACTOR shall obtain and maintain insurance coverages pursuant to Subparagraphs 7.2 or 7.3 below.

7.1.2 Types of Self-Insurance Coverage. CONTRACTOR shall evidence it is self-insured through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee in his or her sole discretion for the following required coverage:

(a) **Comprehensive General Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate, including self-insurance covering premises and operations, products/completed operations, contractual liability, and personal injury liability.

(b) **Comprehensive Automobile Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles/watercraft, with not less than One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers' Compensation** coverage shall be maintained for workers' compensation risk claims in amounts equivalent to coverage required by the State of California, applicable statutory requirements, and including the equivalent of a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability** coverage for all employees engaged in Services or operations under this Agreement equivalent to not less than One Million Dollars (\$1,000,000) per occurrence.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or Services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then coverage for professional liability/errors and omissions is required equivalent to not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) annual aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR, or any Subcontractor, with recipients of services under this Agreement, then insurance policies and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

7.2 Pooled and/or Joint Powers Insurance Coverage. CONTRACTOR may provide insurance coverage through membership and participation in a pooled insurance cooperative or joint powers insurance authority, or both, with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.2.1 Certificate of Pooled/Joint Powers Insurance. A certificate signed by an authorized officer or member of CONTRACTOR and by an authorized officer of the pooled and/or joint powers insurance authority shall be submitted to ADMINISTRATOR evidencing membership and participation in pooled or joint powers insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his or her reasonable discretion request reconfirmation of CONTRACTOR's status as a member in good standing and participant in pooled and/or joint powers insurance for the required coverage. The certificate shall verify that on behalf of Imperial County Children and Families First Commission, CONTRACTOR has and maintains insurance in the categories and amounts of coverage described for self-insurance above in

Subparagraph 7.1, including the amounts and companies, if any, that may provide any secondary or additional level of coverage. Further the certificate shall state that the pooled or joint powers insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, its Commissioners, the County of Orange, the members of COMMISSION, the Board of Supervisors of the County of Orange, and their respective officers, agents, and employees, individually and collectively, and that the pooled and/or joint powers insurance shall apply as primary insurance and other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the pooled or joint powers insurance. Pooled or joint powers insurance provided under this Subparagraph 7.2 shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR.

7.3 Insurance Policies through Independent Insurance Companies. CONTRACTOR may obtain and maintain insurance policies for the required coverage under this Agreement.

7.3.1 Evidence of Coverage. Prior to commencement of any Services or proceeding with any work under this Agreement, CONTRACTOR shall provide on an insurance industry approved form a Certificate of Insurance (COI) certifying that coverage as required in this Subparagraph 7.3 has been obtained and remains in force for the period required by this Agreement. In addition, a certified copy of the policy or policies shall be provided by CONTRACTOR upon request of ADMINISTRATOR at the address specified in Paragraph 22. Each policy shall meet the following requirements:

(a) **Required Coverage Forms**

(i) Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

(ii) Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

(b) **Required Endorsements.** Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

(i) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the COMMISSION, the County of Orange, and their elected and appointed officials, officers, employees, agents as Additional Insureds.

(ii) A primary non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the COMMISSION and the County of Orange shall be excess and non-contributing.

(c) **Notice of Cancellation or Change of Coverage Endorsement.** Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR at the

address shown on the COI; or, ten (10) days' notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

(d) **Separation Clause Endorsement.** Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a Claim is made or a suit is brought, except with respect to the company's limit of liability (standard in the ISO CG 0001 policy).

(e) **Termination of Insurance.** If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two (2) years to report Claims arising from work performed, or any action or any inaction in connection with this Agreement.

(f) **Qualifying Insurers.** All coverages shall be issued by qualified insurance companies meeting the criteria described in Paragraph 7 above.

(g) **Deductible Amounts in Standard Policy.** COMMISSION acknowledges that a deductible amount on a policy of insurance is acceptable, but only as approved in writing in the sole discretion of ADMINISTRATOR or his or her Risk Management designee; provided no approved deductible shall in any way limit liabilities assumed by CONTRACTOR under this Agreement, including:

(i) Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$25,000. Such policy requires prior written approval of ADMINISTRATOR or his or her Risk Management designee.

(ii) Any policy deductible or self-insured retention on automobile liability over \$5,000. Such policy requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(iii) All self-insured retentions or deductibles shall be clearly stated on the COI. If no self-insured retentions or deductibles apply, indicate this on the COI.

(h) **Subcontractor Insurance Requirements.** Should any of the Services under this Agreement be provided by a Subcontract, CONTRACTOR shall require each Subcontractor of any tier to provide the coverages mentioned in this Paragraph 7, or CONTRACTOR may insure any Subcontractor under its own policies.

(i) **Occurrence Versus Claims Made Coverage.** It is the intent of COMMISSION to secure "occurrence" rather than "claims made" coverage whenever possible. If coverage is written on a "claims made" basis, the COI shall clearly so state. In addition to coverage requirements above, each policy shall provide that:

(i) Policy retroactive date coincides with or precedes CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).

(ii) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following completion of services, including the requirement of adding all additional insureds.

(iii) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

7.3.2 Types of Insurance Policies/Coverages. If CONTRACTOR provides insurance through a policy or policies, then the following types and coverages are required.

(a) **Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance for bodily injury, including death and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

(i) The coverage shall include:

(A) Premises and Operations.

(B) Products/Completed Operations with limits of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate to be maintained for two (2) years following the end of the term of this Agreement.

(C) Contractual Liability expressly including liability assumed under this agreement, except such requirement does not apply to service contracts.

(D) Personal Injury Liability.

(E) **Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance for bodily injury, including death, and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) CSL per occurrence and One Million Dollars (\$1,000,000) annual aggregate applicable to all owned, non-owned and hired vehicles/watercraft,

(b) **Workers' Compensation Insurance.** Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.

(c) **Employers' Liability Coverage.** Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

(d) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, accountant, engineer, architect, etc., then insurance policy(ies) and coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(e) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR ,

or any Subcontractor, with recipients of services under the Agreement, then insurance policies and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

7.4 Change in Coverage.

COMMISSION expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by ADMINISTRATOR or his or her Risk Management designee as appropriate to adequately protect COMMISSION. COMMISSION shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide copies of acceptable COIs and endorsements incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COMMISSION shall be entitled to all legal remedies.

7.5 Duration of Insurance. CONTRACTOR shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

7.6 Maintain Records of Insurance Coverage. CONTRACTOR shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

7.7 Withhold Payment for Lack of Required Coverage. COMMISSION reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 7.

7.8 Remedies for Failure to Provide or Maintain Required Insurance or Endorsements. In addition to any other remedies COMMISSION may have if CONTRACTOR (or any Subcontractor) fails to provide or maintain any insurance required by this Paragraph 7 to the extent and within the time required by this Agreement, COMMISSION may, at its sole option:

(a) Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

(b) Order CONTRACTOR and any Subcontractor to cease performance of the Services and withhold any payment(s) which become due to CONTRACTOR or any Subcontractor until CONTRACTOR or Subcontractor demonstrates compliance with the insurance requirements of this Agreement.

(c) Immediately and without further cause terminate this Agreement.

7.9 Exercise of any of the above remedies are in addition to any other remedies COMMISSION may have and are not the exclusive remedies for CONTRACTOR's or its Subcontractor's failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which CONTRACTOR or any Subcontractor) may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or any Subcontractor's performance under this Agreement.

8. RESPONSIBILITIES OF CONTRACTOR

8.1 Conditions to COMMISSION's Obligation to Proceed under Agreement. COMMISSION's obligation to proceed with performance and the payment of each invoice payment under this Agreement is expressly conditioned upon the satisfaction by CONTRACTOR of each of the following conditions precedent ("Conditions") below. These Conditions may be waived in writing by ADMINISTRATOR, in his or her sole discretion, or expressly waived in the Project Summary, Exhibit A. CONTRACTOR may satisfy one or more of the Conditions at any time prior or subsequent to the Date of Agreement, provided that all Conditions shall be satisfied prior to the date the first COMMISSION payment to CONTRACTOR is due. CONTRACTOR shall provide satisfactory evidence of compliance with each of the Conditions.

8.1.1 Evidence of CONTRACTOR Approval of Agreement. CONTRACTOR shall submit evidence of the approval of this Agreement by resolution of CONTRACTOR's governing board, or a true copy of the minutes of the public meeting at which this Agreement was considered and approved, or other evidence of approval satisfactory to ADMINISTRATOR.

8.1.2 Insurance. All provisions and submittal of endorsements or other evidence of insurance required by Paragraph 7 shall be in place and approved by ADMINISTRATOR or his or her Risk Management designee.

8.1.3 Other Conditions. CONTRACTOR has complied with the other Conditions listed in the Project Summary, Exhibit A, if any.

8.2 No Supplanting Government Funds. CONTRACTOR shall not supplant government funds intended for the purposes of this Agreement with any other funds intended for the purposes of this Agreement. CONTRACTOR shall not submit an invoice for payment from COMMISSION, or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another governmental source of revenue. As a material provision of this Agreement and substantive criterion in COMMISSION's selection of CONTRACTOR for the Services provided under this Agreement and in furtherance of the express directives of the Act, CONTRACTOR is required to ensure that, in the performance of this Agreement, all funding shall be expended and used to supplement, not supplant, existing levels of service.

8.3 Technical Requirements for PCs and Software Used by CONTRACTOR for all Recordkeeping and Reporting for the Services and Agreement. CONTRACTOR agrees to obtain and maintain all computer hardware and software necessary to meet the requirements of Paragraph 19 in its entirety with respect to COMMISSION's evaluation and contract management system. CONTRACTOR is required to contact COMMISSION's designated contractor for its evaluation and contract management system prior to the commencement of work pursuant to this Agreement to ensure that CONTRACTOR's computer hardware and software is capable of meeting CONTRACTOR's evaluation and contract management system obligations.

8.4 Staffing Obligations for Services.

COMMISSION and CONTRACTOR agree that the Scope of Work, the level and description of Services, and the classification, number, and qualifications of personnel and staff necessary for the Services, and budget for staffing to be provided by CONTRACTOR in furtherance of the Strategic Plan and the Act are set forth in the Exhibits. CONTRACTOR agrees to provide the level and type of staffing, facilities, equipment and supplies necessary to provide the Services and to meet the outcomes set forth in these Exhibits.

8.4.1 Staffing Conferences. At ADMINISTRATOR's request, CONTRACTOR agrees to send appropriate staff to attend orientation session(s) or progress meeting(s) arranged or given by COMMISSION or ADMINISTRATOR.

8.4.2 Personnel Disclosure. If requested by ADMINISTRATOR, CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing Services or performing any work under this Agreement, including personnel of any Subcontractor. Changes to the list shall be immediately provided to ADMINISTRATOR. CONTRACTOR shall prepare and maintain up-to-date personnel records and information about its employees and, if requested by ADMINISTRATOR and to the extent permitted by applicable laws, make available to ADMINISTRATOR the following information/records:

(a) The required list of personnel, including any Subcontractor, which shall include each of the following:

(i) All full time staff positions and all part-time staff positions by name and title, including volunteer positions, who are assigned to, performing under, or providing Services.

(ii) The qualifications and experience, including professional degree(s) and required licensing, if applicable, required for each position.

(iii) The language skill(s), if applicable, of the personnel, such as bi-lingual, sign language, Braille, or other communication skills.

(b) CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest or subsequent conviction, for other than minor traffic offenses, of any employee or volunteer staff providing Services under this Agreement when the information becomes known to CONTRACTOR.

8.4.3 CONTRACTOR to Maintain Complete Personnel Records. CONTRACTOR shall maintain complete and accurate records relating to all personnel listed (or required to be listed) in Subparagraph 8.4.2 above. The record keeping shall include evidence that CONTRACTOR has conducted adequate pre-employment and pre-volunteer screening, such as information that CONTRACTOR has conducted or caused to be conducted on each employee or volunteer a pre-employment/hiring background check and that CONTRACTOR has taken all reasonable steps to assure all employees and volunteers assigned to perform Services under this Agreement are suitable to perform the work and do not pose a reasonably foreseeable risk of harm to children or other persons receiving or participating in the Services. CONTRACTOR acknowledges it has a duty to disclose to COMMISSION and ADMINISTRATOR information within its knowledge that may pose a reasonably foreseeable risk of harm to children. Nothing in the above provisions shall obligate CONTRACTOR to disclose to COMMISSION or ADMINISTRATOR confidential personnel information about employees or volunteers except and to the extent disclosure is permitted by applicable laws or authorized by judicial or administrative order. Nothing in the above provisions shall affect or modify the provisions of this Agreement affirming the independent contractor status of CONTRACTOR.

8.5 Implementing Exhibits. As directed by ADMINISTRATOR during the term of this Agreement and pursuant to the Exhibits CONTRACTOR will be required to prepare and submit to

ADMINISTRATOR certain planning and implementing documents regarding the Services under this Agreement aimed toward achieving the outcomes set forth in the Work Plan, Exhibit A-1. The planning and implementing documents may include, but are not limited to, service plans, business plans, and supplements to the Work Plan, each of which may clarify or further describe and define the Services required under this Agreement and required dates for performance of certain Services. Each implementing document approved by ADMINISTRATOR, shall become part of the Exhibits and shall be attached to and incorporated into this Agreement. CONTRACTOR shall perform and meet the tasks and requirements set forth in all Exhibits as performance obligations of this Agreement.

9. GENERAL TERMS AND CONDITIONS.

9.1 Compliance with Laws. CONTRACTOR shall provide all Services in accordance with all applicable federal and state laws, statutes, regulations, and local ordinances and resolutions. CONTRACTOR shall comply with the Act, and all laws, rules or regulations applicable to the Scope of Work and provision of Services, as any may now exist or as amended or added after the Date of Agreement.

9.2 Familiarity with Work. By executing this Agreement and prior to performing or providing any Services under the Agreement, CONTRACTOR warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities, difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by COMMISSION or ADMINISTRATOR, it shall immediately inform COMMISSION in writing of this fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from ADMINISTRATOR.

9.3 Care of Work. CONTRACTOR shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the property (real and personal property), facilities, equipment, persons providing or receiving Services, work product, records, and other papers to prevent losses or damages. CONTRACTOR shall be responsible for all losses or damages to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages caused by COMMISSION's sole negligence. The performance of Services by CONTRACTOR shall not relieve CONTRACTOR from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to COMMISSION when the inaccuracies are due to the negligence, action, inaction, or intentional misconduct of CONTRACTOR.

9.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 California Law. This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions concerning any default, dispute, interpretation, declaration of rights, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, and

CONTRACTOR covenants and agrees to submit to the personal jurisdiction of the court in the event of any action.

9.6 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair any right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary the party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of the rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Covenant Against Discrimination. In the performance of this Agreement, CONTRACTOR shall not engage in, nor permit any employee or agent to engage in, discrimination in employment of persons or provision of Services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor or subject any person to discrimination under any program or activity funded in whole or in part with COMMISSION funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, or sexual orientation, except as permitted by applicable provisions of federal and state law. CONTRACTOR shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101, *et seq.*) as it relates to public accommodations.

9.9 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.10 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

9.11 Waiver of Jury Trial. Both COMMISSION and CONTRACTOR agree and acknowledge that each is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, expressly and knowingly waives and releases all rights to trial by jury in any action, proceeding or counterclaim brought by any party against the other or against its officers, Commissioners, directors, employees, agents, or subsidiary or affiliated entities on or with regard to any matters of any kind or type arising out of or in any way connected with this Agreement or any other claim of injury or damage.

9.12 Use of Commission Name and Logo. Funded and partnering organizations are required to use COMMISSION's name and logo on all materials, promotional information and products that relate to Commission-funded programs, unless otherwise agreed to between CONTRACTOR and ADMINISTRATOR at ADMINISTRATOR's sole discretion. CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in its Policies and Procedures Guide.

9.13 Time of Essence. Time is of the essence in the performance of this Agreement.

9.14 No Broker or Finders' Fee. CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.15 No Use of Funds for Lobbying. CONTRACTOR shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of COMMISSION, a member of the Orange County Board of Supervisors, any County of Orange officer or employee, any member or employee of First 5 California, any member of the State legislature or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

9.16 Constitutional Use of Funds. As an express condition to this Agreement, CONTRACTOR agrees that the funds provided by COMMISSION to CONTRACTOR shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the above covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of COMMISSION funds by CONTRACTOR with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of CONTRACTOR.

9.17 Child Abuse Reporting. CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, agents, or Subcontractors performing Services under this Agreement, report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.9 to the extent required by applicable law. CONTRACTOR shall require each employee, volunteer, agent, and Subcontractor who provides Services to or for CONTRACTOR in implementation of the Scope of Work described in Exhibit A and funded by this Agreement to the extent each person is legally subject to the requirements, to sign a statement acknowledging these reporting requirements and to comply with the reporting requirements to the extent required by applicable law.

9.18 CONTRACTOR Cooperation with Other COMMISSION Contractors. CONTRACTOR acknowledges that the goal of COMMISSION and its Strategic Plan is to develop an integrated quality service system to ensure access to a quality child and family support services delivery system for Orange County children from the prenatal stage to age five. CONTRACTOR agrees to cooperate reasonably with COMMISSION and ADMINISTRATOR to achieve the objectives of the Strategic Plan and support COMMISSION by forming cooperative partnerships to serve children prenatal through age five and their families with other services funded through COMMISSION.

9.19 Political Activity. CONTRACTOR agrees that the funds provided by this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

9.20 Child Care Provider Notification; Admission Procedures and Parental and Authorized Representative's Rights. If applicable to the Services, CONTRACTOR shall establish and carry out the requirements of California Code of Regulations (CCR) Title 22 relating to child care

providers and provision of licensed child care, day care, or other early care and education. To the extent required by applicable laws and regulations, CONTRACTOR shall complete the following:

9.20.1 CONTRACTOR shall comply with CCR Title 22, Section 101218.1 to ensure all parents and authorized representatives of minor children receiving services under this Agreement are notified regarding any employee, volunteer, consultant, or agent of CONTRACTOR with a criminal record exemption.

9.20.2 CONTRACTOR shall (i) post a current copy of the California Department of Social Services (CDSS) Parents' Rights Poster in a prominent location; (ii) provide all parents and authorized representatives current copies of all CDSS notification forms and retain all parent signature or acknowledgement portions of those forms in the child's file; (iii) upon request, provide parents and authorized representatives with the name of any person associated with CONTRACTOR (including any employee, volunteer, consultant, or agent of CONTRACTOR) who has been granted a criminal record exemption and that person's relationship to CONTRACTOR.

9.21 CONTRACTOR shall document all requests by parents or authorized representatives for criminal exemption information. Such documentation shall be jointly signed by an authorized representative of CONTRACTOR and the parent or authorized representative and maintained in the child's file.

9.22 Suspension and Debarment. CONTRACTOR certifies that CONTRACTOR's officers and principals are not debarred or suspended from federal financial assistance programs or activities.

10. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR. CONTRACTOR makes the following representations and warranties to COMMISSION. These representations and warranties are ongoing and CONTRACTOR shall advise ADMINISTRATOR in writing if there is any change pertaining to any matters set forth or referenced in the following Subparagraphs 10.1 through 10.6, inclusive.

10.1 No Conflict. To the best of CONTRACTOR's knowledge, participation by public officials of CONTRACTOR in the negotiation, consideration, and action on this Agreement and CONTRACTOR's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement, or order to which CONTRACTOR is a party or by which it is bound, nor is there a conflict of interest under the California Political Reform Act, Government Code Section 81000, *et seq.* and Section 87100, *et seq.*, or Government Code Section 1090, *et seq.*

10.1.1 CONTRACTOR agrees that no officer, Commissioner, employee, agent, or assignee of COMMISSION having direct or indirect control of any monies allocated by COMMISSION, inclusive of the subject funds, shall serve as an officer or director of CONTRACTOR without the express written acknowledgement of COMMISSION.

10.1.2 Any conflict or potential conflict of interest of any public official of CONTRACTOR shall be fully disclosed in writing prior to the execution of this Agreement and shall be attached to and become a part of this Agreement.

10.2 No Bankruptcy. CONTRACTOR is not the subject of any current or threatened bankruptcy.

10.3 No Pending Legal Proceedings. CONTRACTOR is not the subject of a current or threatened litigation that would or may materially affect CONTRACTOR's performance under this Agreement.

10.4 Application Veracity. All provisions of and information provided in CONTRACTOR's application for funding submitted to COMMISSION including exhibits are true and correct in all material respects.

10.5 No Pending Investigation. CONTRACTOR is not aware that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including, without limitation, a police agency or prosecuting authority, related, directly or indirectly, to the provision of Services under this Agreement.

10.6 Licenses, Permits, and Standards. CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, any local jurisdiction in which it may do business or provide Services, and all other appropriate governmental agencies. CONTRACTOR agrees to maintain these licenses and permits in effect for the duration of this Agreement. CONTRACTOR shall only contract with Subcontractors that are duly licensed, insured, and qualified to provide Services under this Agreement, as applicable. CONTRACTOR warrants that its employees, agents, contractors, and Subcontractors shall conduct themselves in compliance with the laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior.

10.6.1 Failure to Obtain or Maintain Licenses. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers, and exemptions. The inability shall be cause for termination of this Agreement by COMMISSION or ADMINISTRATOR.

11. CONFIDENTIALITY. CONTRACTOR shall maintain the confidentiality of all records, including any hard copies, electronic or computer-based data, and audio and video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, with COMMISSION's adopted Confidentiality and Data Sharing Protocol, attached hereto and incorporated by this reference, as each now exists or may be amended after the Date of Agreement, and as may be required by any other funding sources allocated through this Agreement.

11.1 CONTRACTOR Obligation.

11.1.1 All records and information concerning any and all persons referred to CONTRACTOR by COMMISSION, or COMMISSION's designee, shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents, employees, subcontractors, and volunteers.

11.1.2 CONTRACTOR shall require its employees, agents and volunteers to sign an acknowledgement or other certification which certifies that each will keep the identities and any information with respect to any and all service recipients of CONTRACTOR related to services

authorized under this Agreement confidential except as may be required to provide Services under this Agreement, to comply with any reporting and auditing requirements specified in this Agreement, as required by COMMISSION in the administration of this Agreement, and as otherwise permitted by law.

11.1.3 CONTRACTOR agrees that any and all approved subcontracts entered into shall include the confidentiality requirements of this Agreement.

11.1.4 CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers, and partners of this provision that any person who knowingly and intentionally violates the provisions of federal, state or local confidentiality laws may be guilty of a crime or subject to civil action.

11.2 Authorized Data Sharing. The provisions of Subparagraphs 11.1.1 through 11.1.4 are not applicable to authorized data sharing pursuant to COMMISSION-funded projects and as permitted by law.

12. DISPUTES.

12.1 Except as otherwise provided in this Agreement, when a dispute arises between CONTRACTOR and COMMISSION, the parties shall meet to resolve the issue. If the parties do not reach a resolution, the dispute will be decided by the ADMINISTRATOR, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the ADMINISTRATOR shall be the final and conclusive administrative decision.

12.2 Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of ADMINISTRATOR. Nothing in this Agreement, however, shall be construed as making final the decision of any COMMISSION official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

13. REPORTING REQUIREMENTS.

13.1 Reports. Separate from any other reports required in the Project Summary, Exhibit A, or the Work Plan, Exhibit A-1, CONTRACTOR shall prepare and submit to ADMINISTRATOR reports concerning the performance of the Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

13.2 Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.

13.2.1 County Requirements. In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) in the case of an individual contractor, his or her name, date of birth, Social Security number, and residence address;

(b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

(c) a certification that contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

(d) a certification that contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

13.2.2 Failure to Comply Breach. The failure of CONTRACTOR to timely submit the data or certifications required by Subparagraphs 13.2.1 (a), (b), (c), or (d); to comply with all federal and state employee reporting requirements for child support enforcement; or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from the County of Orange or COMMISSION shall constitute grounds for termination of this Agreement.

13.2.3 Use of Data Solely for Government Enforcement of Child Support Orders. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

13.2.4 Exemptions. Agreements with public entities shall be exempt from the requirements of Subparagraph 13.2, above. Agreements with non-profit organizations which have no owners; shall be exempt from the requirements of Subparagraph 13.2.1(b) above.

14. AUDITS. CONTRACTOR shall prepare and maintain adequate records of its performance under this Agreement in sufficient detail to permit an evaluation of the work and Services and an audit of records as described in this Agreement.

14.1 Fiscal Audit of Contract. CONTRACTOR shall employ an independent, licensed Certified Public Accountant (“CPA”) who shall prepare and file with ADMINISTRATOR a “Fiscal Audit” of this Agreement that shall include a review of the invoices submitted and paid for the reasonable cost of Services under this Agreement and a sampling (test) of the supporting documentation.

14.1.1 Multi-Year Funding. There shall be a Fiscal Audit completed for each year of this Agreement. Each annual Fiscal Audit shall become due within sixty (60) days after the anniversary date of the Date of this Agreement. The final Fiscal Audit shall become due within sixty (60) days after the end of the term of the Agreement or the date of termination of this Agreement, whichever occurs earlier. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the date by which each Fiscal Audit is due.

14.1.2 Retention Amount. Upon successful completion of each Fiscal Audit, ADMINISTRATOR shall release the applicable Retention Amount.

14.1.3 Scope of CPA Opinion for Fiscal Audit. CONTRACTOR shall require the CPA who completes each Fiscal Audit to provide an unqualified professional written opinion that states

whether the invoices for payment submitted by CONTRACTOR under this Agreement were for actual and reasonably necessary costs and expenses to pay for work performed or goods purchased pursuant to the terms and conditions of this Agreement and whether the indirect cost rate applied to staffing for invoices submitted and paid, if any, is in accordance with the requirements of Subparagraph 15.5. CONTRACTOR shall ensure that corrective action is taken with respect to audit exceptions for lack of internal controls or adequate procedures noted in the Fiscal Audit within six (6) months after issuance of the applicable Fiscal Audit report.

14.2 Retention Amount Withheld Pending Timely and Successful Completion of Each Fiscal Audit. The Retention Amount shall be withheld pending timely and successful completion of each Fiscal Audit described in this Paragraph 14.

14.3 Other and Additional Auditing Authority—Retention of Rights to Audit Performance under Agreement. COMMISSION and ADMINISTRATOR and their authorized representatives, and First 5 California, and any of its authorized representatives, (collectively “Representatives”), reserve all rights and shall have access to any books, documents, papers and records, including medical records, of CONTRACTOR and any Subcontractor performing Services under this Agreement for the purpose of financial monitoring or auditing conducted by an independent CPA concerning CONTRACTOR’s and Subcontractors’ performance under this Agreement. The Representatives have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

14.4 Availability of Records for Auditing Purposes. In the event that CONTRACTOR’s corporate headquarters and its financial records are located outside the borders of Orange County, California, then CONTRACTOR shall make available its books and financial records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR for any audit purposes under this Agreement. All CONTRACTOR’s books of accounts and records related and applicable to any costs of Services, client fees, charges, billings, and revenues received directly or indirectly related to the Services shall be made available at one (1) location within the limits of the County of Orange. All records specified in this Subparagraph 14.4 and maintained pursuant to the terms of this Agreement shall be made available, after appropriate advance notice and during the party’s normal business hours, to designated representatives of the Auditor General of the State of California; First 5 California, an entity independent of the State of California; COMMISSION, an entity independent from the County of Orange; and any other entities as required by state statute or court order. In the event CONTRACTOR does not make available its books and financial records for the Services within the borders of Orange County for the Fiscal Audit, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COMMISSION, ADMINISTRATOR, or their designee necessary to obtain, review, and audit CONTRACTOR’s books and financial records.

14.5 Monitoring. COMMISSION, ADMINISTRATOR, and First 5 California, and respective representatives, are authorized to conduct on-site monitoring at their discretion during reasonable times, including unannounced on-site monitoring as elected in the Exhibits. Monitoring activities may also include, but are not limited to, questioning employees, volunteers, and participants for the subject Services and entering any premises or any site in which any of the Services funded by this Agreement are conducted or in which any of the records of CONTRACTOR or any Subcontractor are kept. Nothing in this Agreement shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

14.6 Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If CONTRACTOR receives federal funding under this Agreement, CONTRACTOR shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the Audit requirements in 2 CFR Part 200.500, *et seq.* The audit must be performed in accordance with generally accepted government auditing standards and 2 CFR Part 200.500, *et seq.*

15. MAXIMUM PAYMENT OBLIGATION. The “Maximum Payment Obligation” of COMMISSION to CONTRACTOR under this Agreement shall be Two Hundred Eighty Five Thousand Eight Hundred Fifty Eight Dollars (\$285,858) or the actual reasonable cost incurred and paid for performance of the Services, whichever is less.

15.1 Multi-Year Contracts. For multi-year contracts, the Maximum Payment Obligation for each period shall be as follows:

15.1.1 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2023 through June 30, 2024 shall be \$142,929.

15.1.2 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2024 through June 30, 2025 shall be \$142,929.

15.2 Initial Payment. ADMINISTRATOR may, in his or her sole discretion, make an initial payment to CONTRACTOR in an amount not to exceed 12.5% per year of COMMISSION’s Maximum Payment Obligation described in Paragraph 15 above, upon receipt of a written request(s) by CONTRACTOR, which request(s) shall be accompanied by the justification as ADMINISTRATOR may require. ADMINISTRATOR may approve subsequent requests for initial payment not to exceed twenty-five percent (25%) of any budget period, contingent upon CONTRACTOR having repaid all prior initial payment amounts in any prior budget period. The initial payment is intended to cover initial costs that are estimated to have been incurred or are expected to be incurred in the performance of Services by CONTRACTOR. ADMINISTRATOR may, in his or her sole discretion, deduct the initial payment(s) from any one or more subsequent payments owed to CONTRACTOR during the term of this Agreement. If, at the end of the term of this Agreement, there is any balance of the initial payment not deducted from subsequent payment requests, CONTRACTOR shall owe and shall immediately refund said monies to COMMISSION.

15.3 Provisional Payment. At ADMINISTRATOR’s sole discretion, CONTRACTOR may submit an invoice prior to the beginning of the mutually agreed upon billing period to perform the Services required by this Agreement, and COMMISSION shall pay CONTRACTOR’s provisional payment invoice within a reasonable period of time estimated to be thirty (30) days after receipt of a correctly completed invoice. CONTRACTOR shall submit to ADMINISTRATOR a reconciliation of actual costs incurred during the billing period covered by the provisional payment no later than ninety (90) days after the provisional payment invoice is submitted or within thirty (30) days of the end date of this Agreement, whichever occurs earlier. Any overpayment resulting from a Provisional Payment(s) and subsequent reconciliation of actual cost incurred for the period shall be deducted from subsequent invoices submitted by CONTRACTOR or repaid by CONTRACTOR to COMMISSION in accordance with the provisions of Paragraph 16 below.

15.4 Billing/Payment Interval. COMMISSION shall pay CONTRACTOR invoice payments monthly or quarterly in arrears, at ADMINISTRATOR's sole discretion, as specified in Exhibit A, for actual reasonable costs incurred and paid by CONTRACTOR to perform the Services required by this Agreement in accordance with the amounts and categories specified in the Project Budget, Exhibit B, for the Services; provided, however, that payments for each line item shall not exceed the amount specified, and ADMINISTRATOR may approve adjustments of the amount set forth within each line item, so long as the total of all amounts within all line items, as adjusted, shall not exceed COMMISSION's Maximum Payment Obligation. Notwithstanding the monthly or quarterly invoice payments and exclusive of the initial payment or the provisional payment, if any, an amount equal to ten percent (10%) of each monthly or quarterly invoice shall be withheld by COMMISSION through ADMINISTRATOR as the Retention Amount (defined in Subparagraph 15.8 below) pending the timely and successful completion of each Fiscal Audit as described above in Paragraph 14. The total of all invoice payments and provisional payments shall not exceed COMMISSION's Maximum Payment Obligation.

15.5 Indirect Cost Rate. CONTRACTOR shall apportion any indirect costs attributable to this Agreement determined by the Maximum Payment Obligation solely attributable and allocable to Services under this Agreement as the percentage of CONTRACTOR's total revenue received during the previous fiscal year. Notwithstanding anything to the contrary, CONTRACTOR's indirect cost rate shall in no event exceed ten percent (10%) of the applicable funding under this Agreement.

15.6 Facilities/Lease Costs. In the event that CONTRACTOR has an ownership interest in real property where Services are to be provided under this Agreement, CONTRACTOR shall only be entitled to the proportionate share of depreciation of the improvements at the rate of no more than four percent (4%) each year plus the proportionate share of real property taxes and maintenance.

15.7 Invoices. CONTRACTOR shall submit completed invoices monthly or quarterly upon a form approved or supplied by ADMINISTRATOR.

15.7.1 Each monthly or quarterly invoice shall be submitted with an express written certification by CONTRACTOR representing and affirming to COMMISSION the following:

(a) CONTRACTOR has and maintains accurate records evidencing the requested monthly or quarterly payment, including, without limitation, the following: (1) original invoice(s), (2) original or true copies of source documents including, *inter alia*, statement of work performed, itemized on a monthly basis, general ledgers, supporting journals, time sheets, invoices, canceled checks (if received), or bank statements, receipts, and receiving records, and (3) originals or true copies of other receipts, agreement(s), or other documentation supporting and evidencing how the funds have been expended during the applicable quarter; provided, however, for the first monthly or quarterly payment, ADMINISTRATOR, in his or her sole discretion, may consider and approve an invoice from CONTRACTOR that includes reimbursement of CONTRACTOR expenses incurred prior to the Date of Agreement, as more fully set forth in the Project Budget, Exhibit B; and

(b) the Services provided during the preceding quarter (or other period for which payment is requested) have not and do not supplant existing services but in fact enhance or establish new services to Orange County's prenatal through age five children.

15.7.2 CONTRACTOR shall maintain, at CONTRACTOR's facility, source documentation for all invoices including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

15.7.3 COMMISSION shall exercise reasonable efforts to cause the monthly or quarterly payments to be released within a reasonable time period from submittal of a complete invoice and current compliance with reporting obligations of Paragraph 19, approximately thirty (30) days after receipt of the invoice.

15.8 Retention Amount. CONTRACTOR expressly acknowledges and agrees that an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") may be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14. At ADMINISTRATOR's sole discretion, in place of an amount equal to ten percent (10%), CONTRACTOR's entire final monthly or quarterly invoice in each fiscal year may be withheld as the Retention Amount pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14.

15.9 Final Invoice/Settlement. With the exception of the Retention Amount payment, any and all final invoices for Services must be received by ADMINISTRATOR no later than sixty (60) days after the end of the term of this Agreement or sixty (60) days from the date of the earlier termination of this Agreement. Invoices for Services received after this date and time may not be processed for payment or reimbursed. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the date upon which the final invoice must be received.

15.10 Source of COMMISSION Funding. CONTRACTOR knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act, unless otherwise expressly stated in Exhibit A. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall be modified or amended to conform to the changes to the Act, as elected by COMMISSION. If COMMISSION is not allocated or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes in funding allocations or changes to the Act, as elected by COMMISSION.

15.11 Leveraging Funds. For program sustainability, CONTRACTOR shall make all reasonable efforts to secure State of California or federal funds including, but not limited to certain State of California programs known to both parties as County-based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) where COMMISSION funds may be properly identified and used as a required eligible funding source to draw down such other funds. CONTRACTOR agrees that funds from this Agreement shall be used to perform CMAA and TCM claimable activities and that state and federal funds received, including funds received outside the term of this Agreement, as the direct result of its leveraging efforts shall be used for sustainability of and be reinvested in CONTRACTOR's COMMISSION funded programs. In order to receive CMAA or TCM funds, CONTRACTOR shall sign and maintain an agreement for the provision of CMAA or TCM Services with the County of Orange Health Care Agency and comply with all County contracting

requirements. CONTRACTOR shall not use COMMISSION funds identified as a match for another funding source for the purposes of drawing down CMAA or TCM funds. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

15.12 PROGRAM FEES

15.12.1 The parties agree that the following guidelines apply in the event fees of any amount are charged by CONTRACTOR to COMMISSION's target population of Orange County's children ages prenatal to five years and their families ("Program Participants") for any service(s) provided under this Agreement.

15.12.2 CONTRACTOR shall not charge fees to COMMISSION's Program Participants prior to obtaining ADMINISTRATOR's acknowledgement in writing.

15.12.3 CONTRACTOR shall advise each COMMISSION Program Participant that fees may be charged and shall notify the Program Participant of any such fees prior to rendering services.

15.12.4 CONTRACTOR shall advise each COMMISSION Program Participant that all fees will be waived if the Program Participant indicates an inability to pay and CONTRACTOR shall waive all fees if the Program Participant is unable to pay.

15.12.5 CONTRACTOR shall not deny services to any COMMISSION Program Participant for any reason, including Program Participant's inability to pay for services.

15.12.6 A full accounting of all fees charged and collected shall be documented by CONTRACTOR and shall be provided to ADMINISTRATOR upon request. At no time is CONTRACTOR permitted to collect fees for any purpose other than to continually provide services identified in this Agreement.

15.12.7 All fees collected shall be fully accounted for and included in CONTRACTOR's Fiscal Audit as described in Paragraph 14.1 of this Agreement.

16. OVERPAYMENTS. Any payment(s) made by COMMISSION to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be immediately due to COMMISSION and repaid by CONTRACTOR. CONTRACTOR shall make repayment on any overpayment within thirty (30) days of COMMISSION's request. CONTRACTOR agrees to pay all fees and costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this Agreement.

16.1 Offset Permitted. In the event an overpayment has been made or exists, ADMINISTRATOR may reconcile and offset the amount of the overpayment against the next installment payment due or against the final invoice amount due and to be paid, as elected in the sole discretion of ADMINISTRATOR. In the event the overpayment exceeds the final payment, the amount is immediately due and payable, and CONTRACTOR shall pay COMMISSION the sum within five (5) days of written notice from ADMINISTRATOR. Nothing in this Agreement shall be construed as limiting the remedies of COMMISSION in the event that an overpayment has been made.

16.1.1 Offset Permitted under Subsequent Renewal or Other Pending Contract.

COMMISSION's Strategic Plan is implemented through funding of various initiatives and certain contractors/funding recipients are and have been awarded multiple or renewed funding for services related and comparable to the Services provided under this Agreement. CONTRACTOR agrees that if this Agreement is either (i) a renewal contract related to prior funding to CONTRACTOR for services comparable to the Services, or (ii) CONTRACTOR has one or more other contracts pending with COMMISSION with a term or terms concurrent in whole or in part with this Agreement, then in the event an overpayment has been made or exists under this Agreement ADMINISTRATOR may reconcile and offset the amount of the overpayment against monies payable under the renewal contract or other contract pending with COMMISSION.

17. RECORDS.

17.1 Maintain Complete Books and Records. CONTRACTOR shall keep the books and records as shall be necessary relating to the Services so as to enable ADMINISTRATOR to evaluate the cost and the performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). ADMINISTRATOR, COMMISSION, and their staff, general legal counsel, and other COMMISSION consultants, as approved by ADMINISTRATOR, shall have full and free access to all books and records of CONTRACTOR and any Subcontractor, arising out of this Agreement, at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from the records.

17.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records of its business operations and in particular all records related to the Services. Financial records shall be retained by CONTRACTOR for a minimum of three (3) years from the date of payment on the final invoice submitted by CONTRACTOR to ADMINISTRATOR under this Agreement or three (3) years after all pending audits are completed, whichever is *later*.

17.2 Separation of Accounts. All funds received by CONTRACTOR from COMMISSION pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of the accounts maintained pursuant to reasonable and prudent business practices. CONTRACTOR is not required to maintain separate depository accounts for funds; provided however, CONTRACTOR must be able to account for receipt, obligation, and expenditure of all COMMISSION funds.

17.3 Form of Records. CONTRACTOR may retain records in any reasonable and customary format as mutually determined in writing between CONTRACTOR and ADMINISTRATOR. The following forms of records are acceptable and pre-approved between the parties:

- (a) original hard copies;
- (b) information may be saved/retained electronically in a readily retrievable basis through a Microsoft Word™ 2007 or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California;
- (c) financial data and other spreadsheet information may be saved/retained electronically in a readily retrievable basis through a Microsoft Excel™ or comparable or compatible

format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California; or

(d) other technology for maintaining and transmitting records as approved in advance by ADMINISTRATOR.

17.4 Release of Records. The records of Services, data, surveys, drawings, specifications, reports, records, documents, evaluation reports, and other materials prepared by CONTRACTOR in the performance of this Agreement shall not be released publicly without the prior written approval of ADMINISTRATOR or as required by law. CONTRACTOR shall not disclose any information regarding the activities of COMMISSION, except as required by law or as authorized by ADMINISTRATOR.

17.5 Ownership of Records. Specialized methodology, formulae, software programs of CONTRACTOR and other intellectual processes which have been specifically designed and developed by CONTRACTOR and which were not funded by or assisted in the development by COMMISSION or its agents which shall be deemed proprietary in nature and shall be and remain the proprietary property of CONTRACTOR. All other documents, information, software, and intellectual property and records, including, without limitation, the originals of all drawings, specifications, reports, records, data, surveys, documents, and other materials, whether in hard copy or electronic form, which are prepared by CONTRACTOR, its employees, Subcontractors, or agents in the performance of this Agreement, are and shall remain the property of COMMISSION and shall be delivered to ADMINISTRATOR, as appropriate, upon the termination of this Agreement or upon the earlier request of ADMINISTRATOR. CONTRACTOR shall have no right to further contracts, additional employment or employees, or additional compensation of whatever kind or nature as a result of the exercise by COMMISSION of its full rights of ownership of the documents and materials under this Agreement. CONTRACTOR may retain copies of the documents and materials for its own use but shall not enter into any contract or license for use or for payment of the documents. CONTRACTOR shall cause each Subcontractor to assign to COMMISSION any documents or materials prepared by it. In the event CONTRACTOR fails to secure the assignment, CONTRACTOR shall indemnify COMMISSION for all damages suffered by the failure to obtain the assignment. COMMISSION agrees that, if necessary, it will undertake reasonable and appropriate steps to maintain the proprietary nature of CONTRACTOR's proprietary property, except as may be required by applicable laws.

17.6 Inspection and Access to Records. ADMINISTRATOR and any authorized COMMISSION representatives, any authorized representatives of the State of California, and any authorized representatives of First 5 California shall have access to CONTRACTOR's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. CONTRACTOR shall make available its records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR. In the event CONTRACTOR does not make available its records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable direct and indirect expenses incurred by COMMISSION or COMMISSION's designee(s) necessary to obtain CONTRACTOR's records.

18. PATENT AND COPYRIGHT INFRINGEMENT.

18.1 In lieu of any other warranty by COMMISSION or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against COMMISSION on account of any allegation that any item furnished

under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright, and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information, and assistance at CONTRACTOR's expense for the defense of same. CONTRACTOR will not indemnify COMMISSION if the suit or claim results from: (1) COMMISSION's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

18.2 CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify COMMISSION under any settlement made without CONTRACTOR's consent or in the event COMMISSION fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, at no expense to COMMISSION, shall obtain for COMMISSION the right to use and sell said item, or shall substitute an equivalent item acceptable to COMMISSION and extend this patent and copyright indemnity thereto.

19. CONTRACTOR OBLIGATION TO PROVIDE DATA FOR COMMISSION'S EVALUATION AND CONTRACTS MANAGEMENT SYSTEM.

19.1 Evaluation and Contracts Management System. Services under this Agreement include tracking service data related to client outcomes about Orange County children from prenatal through age five in furtherance of the goals and objectives of COMMISSION's Strategic Plan adopted pursuant to the Act. CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there may be individual client-shared core data elements. It is the responsibility of each funding recipient, including CONTRACTOR, to participate in the evaluation and contract management system using the COMMISSION Confidentiality and Data Sharing Protocol. CONTRACTOR agrees it shall cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors; it shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system; and it shall utilize the evaluation and contract management system, or other data system, as elected by COMMISSION and its ADMINISTRATOR in their sole discretion, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all services provided by CONTRACTOR and each and all of COMMISSION's funding recipients. The level of participation with the evaluation and contract management system required by CONTRACTOR shall be determined by ADMINISTRATOR.

19.1.1 CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there shall be project-level reporting to COMMISSION with respect to CONTRACTOR's work plan through the evaluation and contract management system's Administrative Management Module ("AMM"), and, in some instances, through the evaluation and contract management system's Client Level Data Module ("CLDM"), as set forth in the Work Plan, Exhibit A-1. CONTRACTOR agrees to participate in AMM, and, if applicable to the Services to CLDM, and to cooperate with

COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors. CONTRACTOR shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system, utilize the AMM, and, if applicable, provide data of Services to CLDM, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all Services provided by CONTRACTOR and each and all of COMMISSION's funding recipients.

19.2 Confidentiality. Nothing in the above provisions relating to collection and reporting to the evaluation and contracts management system shall require CONTRACTOR to release or disclose confidential health data or other patient identification which is expressly protected from disclosure by applicable federal and state laws; provided however, any applicable exception set forth in applicable federal or state laws which permits disclosure by CONTRACTOR to COMMISSION of health or other data shall require disclosure by CONTRACTOR to COMMISSION and ADMINISTRATOR in order to input to the evaluation and contracts management system.

20. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS. To the extent any intellectual property, tangible or intangible, is developed, created, or modified with the monies provided by COMMISSION under this Agreement, or is otherwise separately funded by COMMISSION under other projects, programs, contracts, or agreements and utilized by CONTRACTOR under this Agreement, COMMISSION does and shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and other intellectual property rights throughout the world) relating to any and all the inventions (whether or not patentable), works of authorship, designs, know-how, ideas, and information made or conceived or reduced to practice, in whole or in part, by CONTRACTOR pursuant to the scope of Services provided by CONTRACTOR to COMMISSION under this Agreement (collectively the "Inventions"). CONTRACTOR agrees it shall promptly disclose all Inventions to COMMISSION. CONTRACTOR agrees to make all assignments and execute the legal documents necessary to accomplish the ownership and control for the benefit of COMMISSION. CONTRACTOR shall further assist COMMISSION, at COMMISSION's expense, to further evidence, record, and perfect the assignments and documentation, and to perfect, obtain, maintain, enforce, and defend any rights relating to the Inventions. CONTRACTOR irrevocably designates and appoints COMMISSION as its agent to lawfully perfect ownership and control of the Inventions (and if legally required for force and effect in order to perfect the ownership and control of the Inventions as its attorney-in-fact). As agent, COMMISSION may act for and on CONTRACTOR's behalf to execute and file any document and to do all other lawfully permitted and required acts to effect the ownership and control of the Inventions. If CONTRACTOR uses, provides, or discloses any of the Inventions when acting within the scope of CONTRACTOR's performance of Services or otherwise on behalf of COMMISSION, COMMISSION will have and CONTRACTOR grants COMMISSION a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exercise all rights to the Inventions.

21. COPYRIGHT ACCESS. COMMISSION, the County of Orange, and First 5 California, shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use of all material and work product (both tangible and intangible), if any, developed under this Agreement including those materials covered by copyright.

22. NOTICES.

22.1 Method and Form of Notice. Unless otherwise specified, all formal notices, invoices, claims, correspondence, or reports shall be addressed as follows:

COMMISSION: Children and Families Commission of Orange County
Contracts Manager
1505 E. 17th Street, Suite 230
Santa Ana, CA 92705

CONTRACTOR: See Exhibit A

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

22.2 Advisory Notices Required. Notwithstanding the provisions of this Agreement relating to Claims, CONTRACTOR shall notify COMMISSION, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which may expose COMMISSION to liability. These occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COMMISSION property in possession of CONTRACTOR.

23. RIGHTS OF TERMINATION.

23.1 Termination for Convenience Prior to Expiration of Term.

23.1.1 COMMISSION may terminate this Agreement for its convenience at any time upon fifteen (15) days' written notice to CONTRACTOR. Upon receipt of a notice of termination for convenience, CONTRACTOR shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved by ADMINISTRATOR. CONTRACTOR shall be entitled to compensation for that part of the Services rendered prior to receipt of the notice of termination and for the part of the Services authorized by ADMINISTRATOR after the notice in accordance with the Project Budget, Exhibit B, or other arrangement for compensation as may be approved by the ADMINISTRATOR in writing.

23.2 Termination for Cause Due to Default of CONTRACTOR. COMMISSION reserves the express right to terminate this Agreement for cause due to the default, as defined in Paragraph 24, by CONTRACTOR in its performance obligations under this Agreement. In the event of termination, CONTRACTOR shall immediately cease performance and provision of Services as of the date the notice of default is received or deemed received, whichever occurs earlier. COMMISSION may take over the work and prosecute the same to completion by contract or otherwise. CONTRACTOR shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement, provided that COMMISSION shall use reasonable efforts to mitigate damages. COMMISSION expressly reserves the right to withhold any outstanding payments to CONTRACTOR for the purpose of set off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement.

24. DEFAULT.

24.1 Default by CONTRACTOR. Failure by CONTRACTOR to perform or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In addition to immediate termination as set forth above in Paragraph 23.2 and any other remedies available at law, in equity, or otherwise specified in this Agreement, ADMINISTRATOR, in his or her sole discretion, may elect any or all of the following:

24.1.1 Afford CONTRACTOR a time period of fifteen (15) days from the date notice is mailed to cure the default, or to commence to cure the breach and diligently pursue to completion the cure of the breach within thirty (30) days of date notice is mailed;

24.1.2 Discontinue payment and eligibility for payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which payment may not be entitled to later recovery;

24.1.3 Offset against any funds invoiced by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to the above offset authority; and

24.1.4 Withhold from any monies payable to CONTRACTOR sufficient funds to compensate COMMISSION for any losses, costs, liabilities, or damages it reasonably believes were suffered by or have been incurred by COMMISSION due to the default of CONTRACTOR in the performance of the Services required by this Agreement.

25. REVERSION OF ASSETS.

25.1 Unencumbered or Unexpended Funds. Upon the termination or expiration of the term of this Agreement, CONTRACTOR shall transfer to COMMISSION any unexpended and unencumbered COMMISSION funds on hand at the time of the termination or expiration and any accounts receivable attributable to the use of subject funds.

25.2 Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with COMMISSION funds disbursed under this Agreement, the original cost of the property exceeded five thousand dollars (\$5,000) shall either be, at the election of ADMINISTRATOR: (1) used by CONTRACTOR for the Services or comparable services meeting the purposes of the Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified in the Project Summary, Exhibit A; or (2) disposed of and proceeds paid to COMMISSION in a manner that results in COMMISSION being reimbursed in the amount of the fair market value at the time of termination or expiration of this Agreement (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the value attributable to CONTRACTOR's out of pocket expenditures using non-COMMISSION funds for acquisition of, or improvements to, the real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of the asset.

25.2.1 In furtherance of the above provisions, if ADMINISTRATOR selects continued use of the capital asset, then CONTRACTOR agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. This covenant shall survive

the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

25.2.2 In the event ADMINISTRATOR selects disposition of the subject real or personal property, then CONTRACTOR shall exercise due diligence to dispose of the property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of the disposition shall be disbursed directly to and be payable to COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle “pink slip” in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

26. COUNTERPARTS. This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed or electronically scanned signatures shall have the same force and effect as an original signature.

27. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have caused this Agreement to be effective in the County of Orange, State of California, on the date first above written.

COMMISSION

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY, a public body and legal public entity

Dated: _____ By: _____
Chair

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF COMMISSION

By: _____
Susan Novak
Clerk of the Commission

Dated: _____

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: _____
Cassie Trapesonian, Commission Counsel

[Signature block for CONTRACTOR on next page.]

[Signature block continued from previous page.]

CONTRACTOR

_____, a

Children and Families Commission for San Bernardino
County
a California Public Entity

Dated: _____

By: _____

Karen E. Scott, Executive Director

EXHIBIT A

PROJECT SUMMARY

**Children and Families Commission for San Bernardino County
Agreement # FCI-HVC-03
First 5 CA Home Visiting Coordination
Term: July 1, 2023 – June 30, 2025**

1. FUNDING RECIPIENT

Children and Families Commission for San Bernardino County
a California public entity
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408

Contact: Name: **Karen E. Scott**, Title: **Executive Director**,
Telephone: (909)252-4252, Email address: kscott@cfc.sbcounty.gov.

Name: **Marian Fam** Title: ,
Telephone Number: (760)482-2988: Email address:
marian.fam@yahoo.com.

Work Plan and Data Entry Contact: Name: , Title:
Telephone Number: 760.482.2988, Email address:
grg@icprop10.org

Invoices/Documentation Contact: **Marian Fam**, Title: ,
Telephone Number: (760)482-2988, Email address:
marian.fam@yahoo.com

Signatories: **Karen E. Scott, Executive Director**

2. BACKGROUND

In October 2019, the First 5 CA State Commission (Commission) approved up to \$24 million in funding for five years through Fiscal Year 2024-2025 to help counties create a sustainable, unified system that supports families with the home visiting services they need and maximize available funding to serve more families. This catalytic funding is meant to promote increased coordination and collaboration and is expected to yield significant systems changes. Between 2020 and 2022, 50 counties received approximately \$9 million of funding to develop or strengthen a cross-agency, cross-system understanding of the role home visiting plays in supporting family well-being, increase access to culturally and linguistically responsive home visiting, and integrate home visiting into other child- and family-serving systems.

Funding was approved by First 5 CA by region, including Region 9: Orange, Riverside, San Bernardino, and Imperial. Funding is meant to promote increased coordination and collaboration, and is expected to yield significant systems changes, including, but not limited to:

- Increased cross-agency understanding of local population needs and readiness to collaborate on local home visiting services
- Efficient, coordinated, and sustainable local home visiting that serves more families more effectively
- Interconnected local early childhood systems with home visiting embedded as a vital component leading to strong family outcomes
- Networks of cross-county coordination and collaboration that promote shared learning and capacity-building, resource sharing, and expertise to strengthen local systems change effort

Planned and supported coordination across multiple home visiting agencies and other community services is necessary to address system, service, and resource gaps and build upon strengths so that:

- More families receive culturally and linguistically responsive services that enable them to resettle in new communities
- Children birth through age five have safe, stable, nurturing relationships, and environments
- Children are better prepared for school
- Families are more resilient and self-sufficient

3. PURPOSE AND SCOPE OF WORK

The purpose of the First 5 CA funded Regional Technical Assistance for Home Visiting Coordination and Integration is to empower counties to continue their work creating a sustainable, unified system that supports families with the home visiting services to support family well-being and maximize available funding to serve more families. The Home Visiting Applied Research Collaborative (HARC) defines coordination as the “intentional organization of activities between two or more [entities] to facilitate, in partnership with the family, the delivery of the right services in the right setting at the right time.” (See more at the Home Visiting Applied Research Collaborative website.)

Researchers agree that the quality of cross-agency collaboration and coordination is critical to achieving home visiting initiatives’ goals of implementation with fidelity, scale-up, and sustainability. (See Making Replication Work: Building Infrastructure to Implement, Scale-up, and Sustain Evidence-Based Early Childhood Home Visiting With Fidelity.) Additionally, this program is intended to help counties continue working on effective collaboration, coordination, and integration of home visiting and family support activities through a regional technical assistance model.

The program also works to promote group, individual, and peer-to-peer technical assistance to help counties continue strengthening a range of systems coordination and integration activities, highlight lived-experience in policies and program decisions, and address inequities.

Rather than provide funding to each county individually, as was the practice in the first round of Home Visiting Coordination (HVC) funding, this program round will use a regional funding approach. The goal of the regional structure is to build and maintain collective capacity to maximize access to the resources and technical assistance needed to achieve local and state home visiting coordination and integration goals and promote an equitable home visiting system embedded into other child- and family-serving systems.

CONTRACTOR will implement the jointly submitted two-year Home Visiting Technical Assistance Plan (Exhibit A-1) approved by First 5 CA.

Exhibit A

Page 2 of 3

CONTRACTOR will comply with all data and reporting requirements, deliverables, and evaluations as required by First 5 CA through Regional Technical Assistance for Home Visiting Coordination and Integration.

4. WAIVERS/AMENDMENTS TO AGREEMENT

None.

5. INVOICING/PAYMENT ELECTIONS

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

5.1 Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 15.2 of this Agreement.

5.2 Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 15.4 is quarterly.

5.3 Retention Timing. No retention is anticipated.

6. Funding Source and Additional Requirements

6.1 The parties acknowledge that funding for this Agreement includes Regional Technical Assistance for Home Visiting Coordination and Integration from First 5 CA.

6.2 The records retention period for this Agreement shall be five (5) years from the date of final disbursement of funds under this Agreement or the completion of any pending reviews or audits.

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 1

SMART OBJECTIVES AND TASKS		OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	TRACKER	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	
Objective A:	Maintain and expand the existing San Bernardino County Home Visitation System.				Jul 23-Jul 25														
Task 1 :	Establish steering committee membership, structure, and meeting schedule	Leadership structure, decision making process, 2023-2025 meeting schedule			Jul 23-		X												
1.1	Develop and finalize a Collaboration Charter		Local TA		Jul 23-Dec 23		X	X	X	X	X	X							
1.2	Conduct SWOT (strengths, weaknesses, opportunities, and challenges) to identify missing partners, time-sensitive opportunities, and ensure equity		Local TA	F5SB/Subcontractor	Aug 23-Oct 23			X	X	X									
1.3	Finalize and implement governance structure		Local TA	F5SB/Subcontractor	Oct 23-Jan 24					X	X	X	X						
Task 2:	Establish parent/community advisory committee and meeting schedule	Leadership structure, decision making process, 2023-2025 meeting schedule																	
2.1	Develop a purpose and scope		Regional/Local TA	F5SB/Subcontractor	Jul 23-Sep 23		X	X	X										
2.2	Recruit committee members		Local TA	F5SB/Subcontractor	Aug 23-Dec 23			X	X	X	X	X							
2.3	Develop meeting schedule and agenda			F5SB/Subcontractor	Nov 23-Feb 24						X	X	X	X					
Task 3	Develop a communication plan with clear and consistent messaging for internal and external audiences that aligns with the system's vision, goals, and values	Internal and external communication strategy																	
3.1	Develop a name, logo, and tagline		Local TA	F5SB/Subcontractor	Jun 24-May 25														X
3.2	Develop a webpage that communicates the systems vision, goals, values, and serves as a central hub for information		Local TA	F5SB/Subcontractor	Jun 24-May 25														X
3.3	Establish Communication and knowledge sharing between the Home Visitation System and other prenatal to age 5 governance structures		Regional/Local TA	F5SB/Subcontractor	Jun 24-Jul 25														X
Task 4	Develop a continuous quality improvement process with data systems that support program- and system-level decision-making related to closing racial disparities.	Model for parent leadership and engagement																	
4.1	Develop models for meaningful parent engagement and leadership																		

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 1 (continued)

SMART OBJECTIVES AND TASKS		OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	TRACKER	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Objective B:	Enhance the capacity and quality of services provided by the San Bernardino County Home Visiting System workforce				Jul 24-Jul 25													
Task 1	Establishing a Workforce Recruitment Subcommittee	A plan for recruitment efforts, such as job postings, outreach, and networking																
1.1	Identify key stakeholders such as chair and vice chair		Local TA	F5SB/Subcontractor	Nov 23-Feb 24					X	X	X	X					
1.2	Formulate the recruitment subcommittee		Local TA	F5SB/Subcontractor	Jan 24-Mar 24							X	X	X				
1.3	Develop a countywide home visitor recruitment plan		Regional/Local TA	F5SB/Subcontractor	Mar 24-Dec 24									X	X	X	X	
Task 2	Establish a home visitor competency subcommittee	A set of standards for home visitor competencies and a plan for training and professional development for home visitors to meet these standards																
2.1	Identify key stakeholders such as chair and vice chair		Local TA	F5SB/Subcontractor	Jun 24-Aug 24													X
2.2	Formulate the home visitor competency subcommittee		Regional/Local TA	F5SB/Subcontractor	Jul 24-Sep 24													
2.2	Define home visitor competencies and the development and implementation of a competency-based training program for home visitors		Regional/Local TA	F5SB/Subcontractor	Aug 24-Jul 25													
2.4	Coordinate and align with external Home Visitors certification and/or apprenticeships in San Bernardino		Regional/Local TA	F5SB/Subcontractor	Aug 24-Jul 25													

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 1 (continued)

SMART OBJECTIVES AND TASKS		OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	TRACKER	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	
Objective C:	Assessment, planning, and expansion of County's Home Visiting Services in high need areas				Jan 24-Jul 25														
Task 1	Identify a key area/region where evidence-based program or interventions can have the greatest impact on improving outcomes for families and communities and equity	A report that identifies a specific area where evidence-based services can have the most significant impact on improving outcomes for families and equity	Regional/Local TA																
1.1	Identify evidence-based program or interventions that can be implemented in these key areas		Local TA	F5SB/Subcontractor	Jan 24-Sep 24								X	X	X	X	X	X	X
1.2	Identify potential funding sources, including grants, private donations, government funding, and reimbursements by managed care plans that could be used to support the implementation and scaling of evidence-based program or interventions		Regional/Local TA	F5SB/Subcontractor	May 24-Oct 24													X	X
1.3	Implement an evidence-based program in the identified key areas, providing training and technical assistance to staff and partners as needed	Training and technical assistance plan that outlines the types of training and support that staff and partners will receive to support program's implementation	Local TA	F5SB/Subcontractor	Nov 24-Jul 25														
1.4	Equity will prevail throughout the work that First 5 San Bernardino does	Equity less across all areas	Local TA	F5SB/Subcontractor			X	X	X	X	X	X	X	X	X	X	X	X	X

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 1 (continued)

SMART OBJECTIVES AND TASKS		OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	TRACKER	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	
Objective D:	Build capacity for coordinated entry, facilitating referrals to and across home visiting providers, and other prenatal to five system				Oct 23-Apr 25														
<i>Task 1</i>	Explore opportunities across home visiting implementing agencies and agencies within other early childhood development and family support systems about coordinated processes	Identify potential partners and strategies for collaboration, such as joint training and service delivery, shared data systems, and cross-agency communication protocols																	
1.1	<i>Establish a Referral Pathways subcommittee</i>		Local TA	F5SB/Subcontractor	Oct 23-Dec 23				X	X	X								
1.2	<i>Map entry/exit points into the HVS, county wide resources and assets, links to other early childhood systems</i>		Regional/Local TA	F5SB/Subcontractor	Nov 23-May 24					X	X	X	X	X	X	X	X		
1.3	<i>Implement common intake or eligibility screening process</i>		Local TA	F5SB/Subcontractor	Apr 24-Sep 24											X	X	X	
1.4	<i>Draft Formal Agreements or memoranda of understandings</i>		Regional/Local TA	F5SB/Subcontractor	Jul 24-Dec 24														
1.5	<i>Develop and implement a referral process and platform that is compatible with existing Home Visiting service providers and other care coordinators</i>		Regional/Local TA	F5SB/Subcontractor	Sep 24-Apr 25														

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 2

SMART OBJECTIVES AND TASKS		OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	TRACKER	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	
Objective A:	Maintain and expand the existing San Bernardino County Home Visitation System.				Jul 23-Jul 25														
Task 1 :	Establish steering committee membership, structure, and meeting schedule	Leadership structure, decision making process, 2023-2025 meeting schedule			Jul 23-														
1.1	Develop and finalize a Collaboration Charter		Local TA		Jul 23-Dec 23														
1.2	Conduct SWOT (strengths, weaknesses, opportunities, and challenges) to identify missing partners, time-sensitive opportunities, and ensure equity		Local TA	F5SB/Subcontractor	Aug 23-Oct 23														
1.3	Finalize and implement governance structure		Local TA	F5SB/Subcontractor	Oct 23-Jan 24														
Task 2:	Establish parent/community advisory committee and meeting schedule	Leadership structure, decision making process, 2023-2025 meeting schedule																	
2.1	Develop a purpose and scope		Regional/Local TA	F5SB/Subcontractor	Jul 23-Sep 23														
2.2	Recruit committee members		Local TA	F5SB/Subcontractor	Aug 23-Dec 23														
2.3	Develop meeting schedule and agenda			F5SB/Subcontractor	Nov 23-Feb 24														
Task 3	Develop a communication plan with clear and consistent messaging for internal and external audiences that aligns with the system's vision, goals, and values	Internal and external communication strategy																	
3.1	Develop a name, logo, and tagline		Local TA	F5SB/Subcontractor	Jun 24-May 25	X	X	X	X	X	X	X	X	X	X	X	X	X	X
3.2	Develop a webpage that communicates the systems vision, goals, values, and serves as a central hub for information		Local TA	F5SB/Subcontractor	Jun 24-May 25	X	X	X	X	X	X	X	X	X	X	X	X	X	X
3.3	Establish Communication and knowledge sharing between the Home Visitation System and other prenatal to age 5 governance structures		Regional/Local TA	F5SB/Subcontractor	Jun 24-Jul 25	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Task 4	Develop a continuous quality improvement process with data systems that support program- and system-level decision-making related to closing racial disparities.	Model for parent leadership and engagement																	
4.1	Develop models for meaningful parent engagement and leadership																		

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 2 (continued)

SMART OBJECTIVES AND TASKS		OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	TRACKER	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
Objective B:	Enhance the capacity and quality of services provided by the San Bernardino County Home Visiting System workforce				Jul 24-Jul 25													
Task 1	Establishing a Workforce Recruitment Subcommittee	A plan for recruitment efforts, such as job postings, outreach, and networking																
1.1	Identify key stakeholders such as chair and vice chair		Local TA	F5SB/Subcontractor	Nov 23-Feb 24													
1.2	Formulate the recruitment subcommittee		Local TA	F5SB/Subcontractor	Jan 24-Mar 24													
1.3	Develop a countywide home visitor recruitment plan		Regional/Local TA	F5SB/Subcontractor	Mar 24-Dec 24		X	X	X	X	X	X						
Task 2	Establish a home visitor competency subcommittee	A set of standards for home visitor competencies and a plan for training and professional development for home visitors to meet these standards																
2.1	Identify key stakeholders such as chair and vice chair		Local TA	F5SB/Subcontractor	Jun 24-Aug 24		X	X										
2.2	Formulate the home visitor competency subcommittee		Regional/Local TA	F5SB/Subcontractor	Jul 24-Sep 24		X	X	X									
2.2	Define home visitor competencies and the development and implementation of a competency-based training program for home visitors		Regional/Local TA	F5SB/Subcontractor	Aug 24-Jul 25			X	X	X	X	X	X	X	X	X	X	X
2.4	Coordinate and align with external Home Visitors certification and/or apprenticeships in San Bernardino		Regional/Local TA	F5SB/Subcontractor	Aug 24-Jul 25			X	X	X	X	X	X	X	X	X	X	X

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 2 (continued)

SMART OBJECTIVES AND TASKS		OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	TRACKER	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	
Objective C:	Assessment, planning, and expansion of County's Home Visiting Services in high need areas				Jan 24-Jul 25														
Task 1	Identify a key area/region where evidence-based program or interventions can have the greatest impact on improving outcomes for families and communities and equity	A report that identifies a specific area where evidence-based services can have the most significant impact on improving outcomes for families and equity	Regional/Local TA																
1.1	Identify evidence-based program or interventions that can be implemented in these key areas		Local TA	F5SB/Subcontractor	Jan 24-Sep 24		X	X	X										
1.2	Identify potential funding sources, including grants, private donations, government funding, and reimbursements by managed care plans that could be used to support the implementation and scaling of evidence-based program or interventions		Regional/Local TA	F5SB/Subcontractor	May 24-Oct 24		X	X	X	X									
1.3	Implement an evidence-based program in the identified key areas, providing training and technical assistance to staff and partners as needed	Training and technical assistance plan that outlines the types of training and support that staff and partners will receive to support program's implementation	Local TA	F5SB/Subcontractor	Nov 24-Jul 25						X	X	X	X	X	X	X	X	X
1.4	Equity will prevail throughout the work that First 5 San Bernardino does	Equity less across all areas	Local TA	F5SB/Subcontractor			X	X	X	X	X	X	X	X	X	X	X	X	X

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 2 (continued)

SMART OBJECTIVES AND TASKS		OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	TRACKER	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
Objective D:	Build capacity for coordinated entry, facilitating referrals to and across home visiting providers, and other prenatal to five system				Oct 23-Apr 25													
Task 1	Explore opportunities across home visiting implementing agencies and agencies within other early childhood development and family support systems about coordinated processes	Identify potential partners and strategies for collaboration, such as joint training and service delivery, shared data systems, and cross-agency communication protocols																
1.1	Establish a Referral Pathways subcommittee		Local TA	F5SB/Subcontractor	Oct 23-Dec 23													
1.2	Map entry/exit points into the HVS, county wide resources and assets, links to other early childhood systems		Regional/Local TA	F5SB/Subcontractor	Nov 23-May 24													
1.3	Implement common intake or eligibility screening process		Local TA	F5SB/Subcontractor	Apr 24-Sep 24		X	X	X									
1.4	Draft Formal Agreements or memoranda of understandings		Regional/Local TA	F5SB/Subcontractor	Jul 24-Dec 24		X	X	X	X	X							
1.5	Develop and implement a referral process and platform that is compatible with existing Home Visiting service providers and other care coordinators		Regional/Local TA	F5SB/Subcontractor	Sep 24-Apr 25				X	X	X	X	X	X	X	X		

EXHIBIT B
PROJECT BUDGET

Children and Families Commission for San Bernardino County	Funds Due 07/01/23 – 06/30/24	Funds Due 07/01/24 – 06/30/25	Total Funds
PERSONNEL			
Staffing	\$21,080.40	\$22,134.42	\$43,214.82
Benefits	\$7,158.60	\$7,516.53	\$14,675.13
OPERATIONS			
Materials/Supplies	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Incentives/Stipends	\$0.00	\$0.00	\$0.00
Contractual	\$114,690.00	\$113,278.05	\$227,968.05
Other	\$0.00	\$0.00	\$0.00
SUBTOTAL PERSONNEL AND OPERATIONS	<u>\$142,929.00</u>	<u>\$142,929.00</u>	<u>\$285,858.00</u>
Indirect Costs Rate (not to exceed 15%)	\$0.00	\$0.00	\$0.00
TOTAL FUNDS DUE	<u>\$142,929.00</u>	<u>\$142,929.00</u>	<u>\$285,858.00</u>

MAXIMUM PAYMENT OBLIGATION: \$285,858.00

Funds shall only be expended for the purposes set forth in this Agreement and the First 5 CA Request for Application (RFA) No. GAN HV 2023: Regional Technical Assistance for Home Visiting Coordination and Integration. CONTRACTOR's attention is called to:

- Section 5: Cost Reimbursable Grant Activities and Results
- Section 10: Cost
- Section 16: Additional Terms, Conditions, and Assurances

Any expenditure of funds deemed non-allowable as defined in the First 5 CA RFA is not permitted under this Agreement

Attachment 1 to Exhibit B

STAFFING TABLE

STAFFING:

Position Title	Positions Description	Salary Basis: Time Unit	Salary Basis: Rate	FY 2024	FY 2025	Position Total
Staff Analyst II	Evaluates the design of the program. Responsible for oversight of the consortium.	%30	\$70,268	\$21,080.40	\$21,134.42	\$42,214.82
Subtotal						
Grand Total						\$42,214.82

BENEFITS:

Position Title	Fringe Benefits %: Vacation, Sick Leave, Workers Comp., Defer Comp., and Health Insurance	FY 2024	FY 2025	Position Total
Staff Analyst II	The benefit percentages for all personnel participating in the project are approximately 56% of salaries. Actual percentages depend upon the bargaining unit for each employee and whether the employee has opted for family health and dental insurance. These expenditures are budgeted entirely under the Local Administration functional area.	\$7,158.60	\$7,516.53	\$14,675.13
Grand Total				\$14,657.13

Attachment 1 to Exhibit B

DIRECT PROJECT EXPENSES TABLES

Materials/Supplies						
Item	Purpose	Unit Cost	# units	FY 2024	FY 2025	Materials Total
TOTAL:				\$0.00	\$0.00	\$0.00

Travel					
Trip Name	Purpose of Trip	Cost Basis for Calculation	FY 2024	FY 2025	Travel Total
TOTAL:			\$0.00	\$0.00	\$0.00

Incentives					
Incentive Type	Purpose of Incentive	Cost Basis for Calculation or Estimate	FY 2024	FY 2025	Incentives Total
TOTAL:			\$0.00	\$0.00	\$0.00

Attachment 1 to Exhibit B

Contractual					
Contract	Purpose of Contract	Amount of Time of Cost Basis and Fiscal Year, as applicable	FY 2024	FY 2025	Contractual Total
	Maintain and expand the existing San Bernardino County Home Visitation System. Enhance the capacity and quality of services provided by the San Bernardino County Home Visiting System workforce. Assessment, planning, and expansion of County's Home Visiting Services in high need areas. Build capacity for coordinated entry, facilitating referrals to and across home visiting providers, and other prenatal to five system.		\$114,690.00	\$113,278.05	\$227,968.05
TOTAL:					

Other					
Purpose	Item Type	Cost Basis	FY 2024	FY 2025	Other Total
TOTAL:					

EXHIBIT C

ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR STATUS

This **Acknowledgment of Independent Contractor Status** (“Acknowledgment”) is an exhibit and fully incorporated into that certain Agreement for provision of Services (“Agreement”) dated July 1, 2023 by and between **Children and Families Commission of Orange County** (“COMMISSION”) and **Children and Families Commission for San Bernardino County**, a California public entity (“CONTRACTOR”). This Acknowledgment is intended to define and affirm the relationship between COMMISSION and CONTRACTOR as set forth in the Agreement. CONTRACTOR has been fully informed, has had the opportunity to be advised or has been advised by counsel of its choosing, and knowingly and willingly acknowledges and agrees as follows:

1. CONTRACTOR on behalf of itself and each and every person acting by, through, or for CONTRACTOR (together, “CONTRACTOR”), is not an employee of COMMISSION.
2. CONTRACTOR is an independent contractor to COMMISSION.
3. Because CONTRACTOR is not an employee of COMMISSION, CONTRACTOR is not entitled to receive health benefits or any other benefits provided by COMMISSION to its regular employees.
4. CONTRACTOR is not eligible to join in or participate in any benefit plans offered to those individuals listed on COMMISSION’s payroll as regular employees.
5. CONTRACTOR is and shall remain ineligible for employment benefits provided to COMMISSION’s regular employees, or for participation in such benefit plans, even if it is later determined that COMMISSION has misclassified CONTRACTOR as an independent contractor for tax or other purposes.
6. CONTRACTOR hereby waives any right it may have to claim it is an employee or challenge its status as an independent contractor of COMMISSION.
7. CONTRACTOR releases COMMISSION and its Commissioners, officers, board members, employees and agents (together, “COMMISSION”) from any and all obligations, liabilities, causes of action, and/or claims that exist or may arise under applicable laws that relate to CONTRACTOR’s acknowledgement, release, and agreement of its status as an independent contractor (not an employee) of COMMISSION.
8. In making this Acknowledgment and the release and waiver for this Agreement, CONTRACTOR acknowledges it has been advised concerning the content and meaning or and understands and is familiar with the provisions of California Civil Code Paragraph 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

CONTRACTOR represents and warrants it understands the purpose, meaning, and effect of Paragraph 1542 above, but nevertheless freely and knowingly waives and relinquishes any right or benefit that it has or may have under Paragraph 1542 of the Civil Code of the State of California, or any similar provision of law as such relates to the status of CONTRACTOR as an independent contractor, not an employee, of COMMISSION.

CONTRACTOR

Karen E. Scott, Executive Director

By:

Signature

Date:

Exhibit C
Page 2 of 2



AGENDA ITEM 11
July 12, 2023

Subject	Strategic Plan for 2023-2028
Recommendations	A. Conduct Public Hearing on Proposed Strategic Plan 2020-2028 for Children and Families Commission for San Bernardino County. B. Approve Strategic Plan 2023-2028 for Children and Families Commission for San Bernardino County. (Presenter: Scott McGrath, Deputy Director of Systems and Impact, 252-4259)
Financial Impact	None
Background Information	<p>The California Children and Families Act of 1998 (“Act”) was passed as Proposition 10 by California voters in November 1998 and enacted by the State Legislature through California Health and Safety Code sections 130100 -130155 and Revenue and Taxation Code Section 30131.</p> <p>California Health and Safety Code 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.</p> <p>In the prior, 2020-2023 Strategic Plan, three Strategic Priority Areas (SPA) were identified:</p> <ul style="list-style-type: none">• Child Health• Quality Early Learning• Family Support <p>For the 2023-2028 Strategic Plan, these same SPAs will continue to be used. Each SPA has a goal and corresponding set of objectives. The goals represent the desired conditions for all children and families in San Bernardino County. The objectives specify how First 5 San Bernardino can focus its efforts within each SPA. Each objective can be evaluated so that progress within and across the SPAs can be monitored, and when necessary, adjustments can be made to initiatives based on incoming data and information.</p> <p>The SPAs are presented as distinct areas of work, but for young children, there are strong connections and interactions between their health, family and early learning environments. As such, initiatives can and will often support multiple goals and objectives across the SPAs.</p> <p>In addition to outlining the specific goals, objectives and strategies First 5 San Bernardino will use to guide their work, the strategic plan clearly defines the various roles the Commission plays in systems level efforts. First 5 San Bernardino maintains its commitment to strengthening the systems that support children and their families.</p> <p>Systems change efforts were first highlighted in the 2015-2020 Strategic Plan and expanded. In the 2020-2023 Strategic Plan. The 2023-2028 Strategic Plan continues to recognize systems change as foundational to all of First 5 San</p>

Bernardino's efforts.

The current strategic plan delineates and defines six roles for First 5 San Bernardino. The roles are not mutually exclusive – First 5 San Bernardino may choose to employ a single role or multiple roles across the course of an initiative, to best align with and achieve the desired objectives. The roles are:

- **Collaborator**
- **Connector**
- **Convenor**
- **Advocate**
- **Leader**
- **Funder**

The First 5 San Bernardino Strategic Plan for 2023-2028 will be implemented immediately upon Commission approval.

Review

Dawn Martin, Commission Counsel

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