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Agenda: Children and Families Commission 07-2016

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

Meeting date, time, and place at First 5 San Bernardino July 6, 2016
3:30 p.m.
Commission Conference Center

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

SPECIAL PRESENTATION Bear Valley Community Healthcare District's "Mom and Dad Project"
Megan Meadors Director,
Suzanne Moser, Pediatric Nurse Practitioner

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

Report Executive Director's Report by Karen E. Scott

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

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

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

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

Agenda: Children and Families Commission 07-2016

July 6, 2016

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Item No.	DISCUSSION
2	Approve Amendment A1 to Contract IC025 with Social Entrepreneurs, Inc. (SEI) to increase by \$28,950 not to exceed the total amount of \$184,941 for Fiscal Year 2016-2017 resulting in a cumulative total amount of \$778,949 for Fiscal Year 2014-2017 to support the First 5 Capacity Continuum Project. (Presenter: Mary Jaquish, Supervisor, 252-4254)
3	Approve Contracts with the following Quality Rating Improvement System (QRIS) Operational Partners (OP) for the development of the QRIS infrastructure and the implementation of the QRIS Strategic Plan for Fiscal Year 2016-2017: (a) San Bernardino County Superintendent of Schools, Contract EC030, in the amount of \$247,857 for data entry management, enrollment services, site assessments and ratings for Fiscal Year 2016-2017, and; (b) Child Care Resource Center, Contract EC031, in the amount of \$1,570,359 for coordination of quality improvement services, program evaluation and professional development for Fiscal Year 2016-2017, and; (c) California State University San Bernardino, Contract EC032, in the amount of \$288,749 to enhance higher education opportunities in early care and education and conduct site assessments for Fiscal Year 2016-2017. (Presenter: Chrystina Smith-Rasshan, Staff Analyst II, (252-4267)

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

Commissioner Roundtable Open to comments by the Commissioners

Next Commission Meeting at First 5 San Bernardino **August 3, 2016**
3:30 p.m. to 5:00 p.m.

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

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**CHILDREN AND FAMILIES COMMISSION
for San Bernardino County
AGENDA: JULY 6, 2016**

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contractor	Principals & Agents	Subcontractors; Principals & Agents	Commissioner Abstentions
1	N/A	N/A	N/A	N/A
2	Social Entrepreneurs, Inc.	Kelly Marshall, President	N/A	N/A
3A	San Bernardino County Superintendent of Schools	Theodore Alejandre County Superintendent	N/A	Hill
3B	Child Care Resource Center	Michael Olenick, PhD. President and CEO	N/A	N/A
3C	California State University San Bernardino	Jeffrey Thompson Associate Provost for Academic Research	N/A	N/A



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Minutes: Children and Families Commission Meeting

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

Meeting Date, Time and Location Commission Meeting
June 1, 2016
3:30 p.m.

Chair Haugan called the meeting to order at 3:34 p.m.

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

Special Presentations Inland Empire Health Plan (IEHP) – Marci Aguirre, Director of Community Outreach. Ms. Aguirre expressed IEHP’s appreciation with a plaque to the Commission for its support of the Healthy Kids program since 2003.

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

Attendees **Commissioners Present**

- Jose Gonzales
- Linda Haugan
- Stacy Iverson
- Maxwell Ohikhuare, M.D.
- Elliot Weinstein, M.D.

Staff Present

- Karen E. Scott, Executive Director
- Cindy Faulkner, Operations Manager
- Ann M. Calkins, Executive Assistant
- Staci Scranton, Supervising Office Assistant
- Mary Jaquish, Supervisor
- Scott McGrath, Supervisor

- Sophie Akins, Commission Counsel
- Leslie Fountain, Media Specialist II
- Ronnie Thomas, Staff Analyst II
- Chrystina Smith-Rasshan, Staff Analyst II
- Mary Alvarez, Staff Analyst II

**Report –
Margaret Hill
Advisory
Committee
Chair**

Not expecting any further immediate business, the committee will go dark in the summer and reconvene in September.

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

Operation Splash

F5SB’s Signature Water Safety and Drowning Prevention Event scheduled for Friday, June 3. See page 2 of Executive Director Report for more details.

Special Guest

Tammi Graham, First 5 Riverside Executive Director is attending today’s Commission Meeting. F5SB and First 5 Riverside have made a commitment to working together in a regional approach, especially on such issues as Early Education (including Child Care and QRIS) as well as Oral Health initiatives, Help Me Grow and other child health issues.

Town Hall

F5SB has been invited to participate in an exciting partnership opportunity as the State Commission works to bolster First 5’s role in engaging state and local policymakers to drive policy change for young children.

F5SB is one of the Commissions recruited to hold a F5 State of the Children Town Hall forum this fall. The State will support our Commission and this event with policy and planning resources, technical assistance, and one-time funding support up to \$8,000 for the costs of event planning, outreach, and execution.

Valuable partners who also work tirelessly to support young children such as Children’s Fund, Preschool Services and Child Care Resource Center will be asked to participate. Ms. Scott will meet with the Commission for their input, perspective and guidance to the successful outcomes for this community convening.

Audit Requirements

F5SB has received official notification from the State Controller’s Office that the Annual Audit for the Fiscal Year ending June 30, 2015 has “passed the muster” meeting all reporting requirements contained in the Standards and Procedures for Audits of Local First 5 Commissions.

Early Education

Due to the implementation of State legislative changes such as Local Control Funding Formulas, F5SB declining revenue and the inability to sustain funding the project, in March 2016, the Commission authorized non-renewal of the Investing in Children Early Education contracts that carried an annual investment of \$5 million. Although it was sad to end this funding focus after so many years investing in preschool activities, F5SB is proud to share and congratulate the affected school districts as all of them

have demonstrated a sound commitment to early education and their students by continuing to fund the preschool slots.

These partners have strategized a variety of methods to continue to support early education from use of Local Control Accountability Plan (LCAP) funds to tapping into district general funds. Congratulations for this outstanding success to the following unified school districts:

- Barstow
- Fontana
- Hesperia
- Lucerne Valley
- Rialto Unified School District
- San Bernardino City

They have shown what is truly possible through collaboration and collective impact.

"Books Across America"

Included in this month's ED report is an infographic on page 4 about why reading with a child is crucial to his or her education and development and fostering a love of reading.

On May 25, "The Dr. Oz Show" announced their support of "Books Across America" in a segment where Dr. Oz discussed current research in brain science which indicates that more than 80 percent of a child's brain growth is completed by age three – making those first three years of life critical for mental stimulation through talking, reading, and singing, which helps billions of neurons inside the brain make strong connections that last a lifetime.

Books Across America is an effort to "give more children access to books and a chance at a brighter future where too many children in our country lack this basic resource" said Dr. Oz.

Through a partnership with UPS, the National WIC Association, Scholastic and First 5 California, Books Across America became a nationwide book drive and week-long campaign, from May 25 to May 31, to get books into the hands of children across the country, ages 0 to 5.

George Halvorsen, Commission Chair for First 5 California, was Dr. Oz's special guest on May 25th as the Books Across America campaign was inspired by First 5 California's Talk. Read. Sing.® public service media campaign, which encourages parents and caregivers to verbally interact with children from birth which research shows aids in brain development.

Commissioner Halvorsen stated, "The benefits to children of the simple acts of talking, reading, and singing beginning in infancy can be life long, These every day, simple moments between children and their parents and caregivers can help develop and strengthen the brain to create healthy, strong minds and futures."

Scholastic, the world's largest publisher and distributor of children's books, educational, and entertaining children's media, kicked off the program by donating 1,000 new books to the campaign.

Participating UPS Store locations nationwide collected book donations from individuals who dropped them off and will forward these donations to local WIC clinic

locations, who will distribute the books to families participating in their Special Supplemental Nutrition Assistance Programs.

Check out media response at #BooksAcrossAmerica! A great cause to get books in the hands of families with young children.

Tobacco Bills

Executive Director Scott recommends the Commission hold a special session in August or September to discuss the effects of recent Tobacco Tax bills on F5SB's revenue and strategize for responses from budgeting to advocacy and policy direction.

Federal Bill - On May 5, the Food and Drug Administration (FDA) extended federal regulatory authority to e-cigarettes, banning their sale to anyone under 18 and requiring that adults under the age of 26 show ID to buy them. In addition, producers will be subject to new federal regulation, requiring them to register with the FDA and provide a detailed account of their products' ingredients and their manufacturing processes. Producers (including vape shops that mix e-cigarette liquids) will also have to apply to the FDA for permission to sell their products. The rules also include limitations on marketing of all e-cigarettes launched since 2007, making up the vast majority of the market.

These new rules take effect in August. There is no anticipated impact on F5 revenue.

State of California – On May 4, Governor Brown signed five of six special session anti-tobacco bills, the most significant new tobacco regulations in decades. The bills tighten restrictions on e-cigarettes, raise the smoking age to 21 and implement an annual BOE licensing fee.

(BOE) - Because of the negative effects experienced on Prop 10 revenue, F5's have explored the methods that the BOE used to calculate reimbursement for expenses incurred in the administration and collection of the tobacco taxes. The rising costs from the BOE significantly impact the Prop 10 revenue and our ability to provide services. These costs have risen 600% in the past 10 years, while tobacco tax receipts have decreased by nearly 30%. For fiscal year 2014-2015, these costs were projected to be just shy of \$18M, up from \$2M in 2002-2003.

Stemming from a State Audit report of the BOE's Compliance Fund, the Assembly and Senate budget Committees agreed that the BOE will create a one-time reserve allocation, returning \$4.8M in reserve funds held in the Cigarette and Tax Tobacco Compliance Fund, to the special funds, including Prop 10. The portion of this that goes to Prop 10 is just short of \$3M and will be part of the 2016/17 State Budget.

The impact for F5SB is about \$183,000 in increased revenue.

Another BOE related legislation is the adoption of an Annual BOE Licensing Fee. This revises the Cigarette and Tobacco Products Licensing Act to establish an annual BOE licensing fee of \$265, replacing the former one-time fee. This becomes effective on June 9th.

Regarding the Potential First 5 Impact:

The LAO estimates that the new fees will raise \$12M and will ensure there is enough money to cover the cost of the licensing program without charging the special funds. Last year, \$3.9M was pulled from Prop 10 to cover a share of the licensing fee costs. The impact for F5SB is about \$225,000 in increased revenue.

Increase in Smoking Age from 18-21 - The intent of the bill is to reduce the number of young people who start smoking. 10% of Prop 10 funds generated are based on tobacco consumption by 18 – 20 year olds or younger. This bill becomes effective June 9th. The BOE projects reduced tobacco excise tax revenues of about \$43M per year. Based on the current allocations, the Prop 10 share would total approximately \$24.7 million. F5SB will feel the impact immediately and are looking at a decline in revenue of about \$1.2M for Fiscal Year 2016-2017. These are very rough estimates but offset the decline with the increases just shared and the loss in revenue is about \$800,000 for F5SB.

The bill classifying e-cigarettes as a tobacco product and therefore subject to the same state restrictions as existing tobacco products does not affect F5’s as it did not change the definition of “tobacco product” in the Revenue and Taxation Code to include electronic cigarettes. Therefore, this bill does not extend the State’s existing tax on those products to e-cigarettes.

The Ballot Measure, proposing a \$2 per pack Tobacco Tax Increase has reportedly received the number of signatures required to be on the November ballot. This would apply, for the first time, the tobacco products excise tax to e-cigarettes.

This proposal does include requirements to backfill – in other words, any increase in tobacco taxes would result in a decline in sales and decline in tax revenues for the special funds, including Prop 9, Prop 10 the General Fund and the Breast Cancer Fund. The new measure provides for the backfill of these losses. The LAO estimates that the amount of total backfill needed to comply with this requirement would range from \$200-230M in 2017-2018.

The classification of certain e-cigarettes as tobacco products would generate additional revenue for Prop 99 and Prop 10. The LAO’s very rough estimate is that excise taxes on e-cigarettes could generate between \$10-\$40 million for Prop 10 in 2017-2018.

Changes to the Agenda

Ann Calkins, Executive Assistant, announced the following change to the agenda:
 *In Agenda Item 6, the correct dollar amount should be \$17,979. The posted agenda shows \$17,797.”

Consent

A motion was made by Commissioner Gonzales and seconded by Commissioner Ohikhuare to approve the Consent Item. With Commissioners Hill and Vargas absent, and without further comment or objection, motion carried by unanimous vote.

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

Item No.	DISCUSSION
2	Conduct Public Hearing of the Children and Families Commission for San Bernardino County’s Strategic Plan for Fiscal Years 2015-2020 to confirm the plan will be active for the forthcoming fiscal year. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)

	<p>The Public Hearing was conducted. The Commission was informed of minor revisions made to the Strategic Plan such as information reformatted to incorporate graphics instead of text; insertion of a quote addressing Systems and an updated Commission roster on the back cover. The Strategic Plan for Fiscal Years 2015-2020 will be active and support the work of the Commission for the next fiscal year.</p> <p>No public comments were received on this item.</p>
<p>3</p>	<p>Approve Budget for Fiscal Year 2016-2017 and updates to the Long-Range Financial Plan. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)</p> <p><u>Discussion</u> The Commission was informed that a subcommittee of Advisory Committee members will meet in September to make a recommendation as how best to spend set aside funds in reserve. Commissioner Gonzales suggested having a draft ready in September or October, knowing that elections will take place the first week of November, which may or may not impact or influence what the Commission decides. Ms. Dickerson-Sims stated she will poll other First 5 Commissions to review what their policy look like to determine a starting point. Commissioner Gonzales advised that input from Counsel would be appropriate, as well, in order to safeguard our actions.</p> <p>Commissioner Iverson stated it is important to note that for the first time in the history of First 5 San Bernardino the Commission has applied for and been granted additional funds outside of Prop 10 dollars. Commissioner Iverson also noted that in spite of the Commission's approval of an admin policy of 15 percent, it is commendable that admin costs for Fiscal Year 2016-2017 is 9.1 percent. The evolution of First 5 to a systems-level of involvement is also noteworthy.</p> <p>Commissioner Gonzales commented she is very grateful to staff and expressed admiration in their efforts to make ends meet and staying solvent regardless of what goes on at the State level.</p> <p><u>Public Comment</u> None</p> <p>A motion was made by Commissioner Iverson and seconded by Commissioner Weinstein to approve Item 3. With Commissioners Hill and Vargas absent, and without further comment or objection, motion carried by unanimous vote.</p>
<p>4</p>	<p>Approve Contract IC029 with Vavrinek, Trine, Day & Co., LLP in the amount of \$63,360 for Fiscal Years 2017-2019 to conduct and prepare an annual audit and report of First 5 San Bernardino's (F5SB) financial statements. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>A motion was made by Commissioner Gonzales and seconded by Commissioner Ohikhuare to approve Item 4. With Commissioners Hill and Vargas absent, and without further comment or objection, motion carried by unanimous vote.</p>

<p>5</p>	<p>Approve Contract IC030 with VIVA Strategy + Communications for strategic consultation services to support implementation of the County's Quality Rating Improvement System (QRIS) in the amount of \$257,705 for Fiscal Year 2016-2017, \$244,665 for Fiscal Year 2017-2018 and \$242,290 for Fiscal Year 2018-2019 for a cumulative total of \$744,660 for Fiscal Years 2016-2019. (Presenter: Chrystina Smith-Rasshan, Staff Analyst II, 252-4267)</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>A motion was made by Commissioner Iverson and seconded by Commissioner Weinstein to approve Item 5. With Commissioners Hill and Vargas absent, and without further comment or objection, motion carried by unanimous vote.</p>
<p>6</p>	<p>Approve Amendment A1 to Contract SI019 with Loma Linda University Research Affairs in support of the startup of the Autism Assessment Center of Excellence (AACE) in the Inland Empire in an amount of \$17,979 in roll-over funds for Fiscal Year 2016-2017. (Presenter: Mary Alvarez, Staff Analyst II, 252-4258)</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>A motion was made by Commissioner Ohikhuare and seconded by Commissioner Haugan to approve Item 6. With Commissioners Hill and Vargas absent, and without further comment or objection, motion carried by unanimous vote.</p>
<p>7</p>	<p>Approve Amendment A1 to Contract SI019 with Loma Linda University Research Affairs in support of the startup of the Autism Assessment Center of Excellence (AACE) in the Inland Empire in an amount of \$17,797 in roll-over funds for Fiscal Year 2016-2017. (Presenter: Mary Alvarez, Staff Analyst II, 252-4258)</p> <p><u>Discussion</u> Commissioner Gonzales asked if First 5 partners with local schools. Ms. Alvarez answered that F5SB has an MOU in place with County of San Bernardino Preschool Services Department where AmeriCorps members are allowed to serve at any PSD site depending on need. A requirement for AmeriCorps members is that they serve in their respective community and First 5 tries to accommodate as best as possible.</p> <p>Commissioner Gonzales asked if there are other opportunities to partner with public schools. Ms. Alvarez answered there are no current partnerships, however, there could be in the future. Karen Scott stated it's been difficult, at times, to find AmeriCorps workers who are qualified and willing to participate.</p> <p>Ms. Scott that this is a perfect opportunity to talk about this among First 5's QRIS partners, for example, the universities and Superintendent of Schools. Ms. Alvarez added that First 5 is trying a more strategic approach in recruitment efforts. Leslie Fountain, First 5 Media Specialist, has created eye-catching user-friendly advertising to attract the younger crowd's attention and current AmeriCorps members are</p>

	<p>spreading the word about the opportunity while manning First 5 booths at various events around the County.</p> <p>Ms. Alvarez stated she has been creating relationships with the local community colleges and universities to spread awareness among interested early childhood education students who would appreciate the hands-on experience. In order to build a better awareness/communication among young people regarding AmeriCorps opportunities, Commissioner Gonzales suggested reaching out to the Job Corps organization, high schools and the local community and ask them to communicate this information on their websites. Commissioner Gonzales asked that First 5 contact Job Corps and to mention her name and our interest in partnering with them.</p> <p><u>Public Comment</u> None</p> <p>A motion was made by Commissioner Gonzales and seconded by Commissioner Weinstein to approve Item 7. With Commissioners Hill and Vargas absent, and without further comment or objection, motion carried by unanimous vote.</p>
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Public Comment None

Commissioner Roundtable None

Adjournment Chair Haugan adjourned the meeting at 4:39 p.m.

Next meeting at First 5 San Bernardino **JULY 6, 2016**
3:30 p.m.

Attest

Linda Haugan, Chair

Ann M. Calkins, Commission Clerk



**AGENDA ITEM 2
JULY 6, 2016**

Subject	Social Entrepreneurs, Inc. (SEI)
Recommendations	Approve Amendment A1 to Contract IC025 with Social Entrepreneurs, Inc. (SEI) to increase by \$28,950 not to exceed the total amount of \$184,941 for Fiscal Year 2016-2017 resulting in a cumulative total amount of \$778,949 for Fiscal Year 2014-2017 to support the First 5 Capacity Continuum Project. (Presenter: Mary Jaquish, Supervisor, 252-4254)
Financial Impact	\$184,941 for Fiscal Year 2016-2017
Background Information	<p>On October 27, 2014, the Commission approved a three-year contract with Social Entrepreneurs, Inc. (SEI) to provide capacity continuum services to support the Commission’s goal to further develop strong, adaptive and sustainable organizations that serve the 0-5 population in San Bernardino County.</p> <p>SEI has collaborated with the San Bernardino Capacity Building Consortium since 2011. The Commission has supported the Consortium’s work to strengthen the nonprofit sector from a systems approach. Through a contract with SEI, the Commission has provided facilitation services, data analysis, strategic planning and comprehensive reports to build on the capacity of nonprofits within the County.</p> <p>For Fiscal Year 2015-2016, a portion of SEI’s scope of work was modified to support Consortium member Inland Empire United Way’s (IEUW) ieCapaciteria grants information page. SEI has been instrumental in conducting research on available funding opportunities for San Bernardino County which is housed within ieCapaciteria. This grants page is a valuable resource to the Capacity Building Consortium as well as to nonprofits in San Bernardino County. While IEUW secures additional partnerships to support and sustain the grants page, First 5 San Bernardino staff recommends to continue to support a portion of the annual cost for Fiscal Year 2016-2017 not to exceed \$28,950 in order to continue producing this valuable resource.</p> <p>Pending Commission approval, SEI will continue efforts to create sustained, positive outcomes for First 5 Capacity Building partners and build upon previous capacity building training as well as research, write, edit and post 12 months of monthly grant bulletins for posting on the IEUW ieCapaciteria and the Inland Empire Community Collaborative website.</p> <p>Approval of this amendment supports the First 5 San Bernardino Strategic Plan 2015-2020, Strategic Priority Area (SPA) 2, Goal 2.2 Capacity Building.</p>
Review	Sophie Akins, Commission Counsel

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



Program Outline Document 2016-2017

AGENCY INFORMATION

Contract #: IC025 A1

Legal Entity: Social Entrepreneurs, Inc.

Dept./Division: _____

Project Name: _____

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

Phone #: (775) 324-4567

Website: www.socialent.com

Fax #: (775) 324-4941

Program Site Address: 6548 South McCarran Boulevard, Suite B
Reno, NV 89509
(see attached for additional sites)

Client Referral Phone #: (775) 324-4941

CONTACT INFORMATION

CONTRACT REPRESENTATIVE/SIGNING AUTHORITY

Name: Kelly A. Marschall

Title: Principal

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

Direct Phone #: (775) 324-4567

Fax #: (775) 324-4941

E-Mail: kmarschall9@socialent.com

PROGRAM CONTACT

Name: Sarah Boxx

Title: Principal

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

Direct Phone #: (775) 324-4567

Fax #: (775) 324-4941

E-Mail: sboxx@socialent.com

FISCAL CONTACT

Name: Peter Marschall

Title: Operations Associate

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

Direct Phone #: (775) 324-4567

Fax #: (775) 324-4941

E-Mail: pmarschall9@socialent.com

PROGRAM INFORMATION

TYPE OF AGENCY

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

FIRST 5 FOCUS AREA

STRATEGY

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Health <input type="checkbox"/> Education <input type="checkbox"/> Family <input checked="" type="checkbox"/> Systems | <ul style="list-style-type: none"> <input type="checkbox"/> Early Screening and Intervention <input type="checkbox"/> Health Care Access <input type="checkbox"/> Oral Health <input type="checkbox"/> Early Education Programs <input type="checkbox"/> Access to Quality Child Care <input type="checkbox"/> Parent Education <input type="checkbox"/> Resource Center & Case Management <input type="checkbox"/> Integrated Systems Planning & Implementation <input type="checkbox"/> Countywide Information Referral Systems <input checked="" type="checkbox"/> Organizational Capacity Building | <ul style="list-style-type: none"> <input type="checkbox"/> Health & Safety Education <input type="checkbox"/> Other: _____ <input type="checkbox"/> Quality Provider Programs <input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____ <input type="checkbox"/> Community Outreach <input type="checkbox"/> Other: _____ |
|---|--|---|

PROGRAM DESCRIPTION

Social Entrepreneurs, Inc. provides consultant services to serve as Sustainability Project Facilitator of the Capacity Continuum Project.

SERVICE AREA (LOCATIONS)

Countywide

Strategic Priority Area 2: Systems and Network

GOAL: 2.2 Capacity Building

Communities have the capacity to address diverse needs of children.

ASSIGNED ANALYST: Mary Jaquish

CONTRACT AMOUNT

Fiscal Year	Amount
2014-2015	\$ <u>185,277</u>
2015-2016	\$ <u>408,731</u>
2016-2017	\$ <u>184,941</u>
Total	\$ <u>778,949</u>

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

FOR COMMISSION USE ONLY										
<input type="checkbox"/>	New	Vendor Code			SC	Dept.	A	Contract Number		
<input checked="" type="checkbox"/>	Change					903		IC025 A1		
<input type="checkbox"/>	Cancel									
Organization					Dept.	Orgn.	Contractor's License No.			
Children and Families Commission					903	PROG				
Commission Representative					Telephone		Total Contract Amount			
Cindy Faulkner, Operations Manager					909-386-7706		\$778,949			
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			Contract Start Date		Contract End Date		Original Amount		Amendment Amount	
95200			October 28, 2014		June 30, 2017		\$749,999		\$28,950	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount				
RRC	903	PROG	300	3357	SNCABY17	\$184,941				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount				
Abbreviated Use				Estimated Payment Total by Fiscal Year						
Capacity Continuum Project				FY	Amount	I/D	FY	Amount	I/D	
				16-17	28,950	I				

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

Legal Name (hereinafter called the Contractor)
 Social Entrepreneurs, Inc.
 Department/Division

 Address
 6548 South McCarran Blvd., Suite B
 Reno, NV 89509
 Phone
 (775) 324-4567
 Federal ID No.
 86-0847995

Program Address (if different from legal address):

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

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

A. Contract Amount

The contract amount shall not exceed \$185,277 for fiscal year 2014 - 2015 and \$408,731 for fiscal year 2015-2016 and \$184,941 for fiscal year 2016 – 2017 and is not to exceed a cumulative total of \$778,949 for the duration of the contract term subject to the availability of California Children and Families Trust Fund monies.

Initial Here

Auditor-Controller/Treasurer Tax Collector Use Only	
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ATTACHMENTS

Attachment A – Amended Work Plan for 2016-2017

Attachment B – Amended Program Budget for 2016-2017

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

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

SOCIAL ENTREPRENEURS, INC.

Legal Entity

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Kelly Marschall
Printed Name

President
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Operations Manager

Date

Approved as to Legal Form

▶ _____
Sophie Akins
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date

Attachment A. Detailed Project Work Plan

DETAILED WORK PLAN - YEAR 3

Task #	Description	Timeframe	Hours				Notes
			Principal	Manager	Associate	Research	
PHASE 1: Inform and Engage		Month/Year					
1	Project kickoff meeting with First 5 to review and adjust approach to year 3 based on lessons learned, evaluations and feedback.	Jul-16	6	3			At First 5 office
2	Present revised project approach to IECC and CBA I, II, III and IV graduates to structure year 3 calendar and to gather input about soliciting participation in the CBC for year 3.	Jul-16	6	3	3		Bundle travel with previous task
3	Coach CBC-2 graduates to contact Academy for Grassroots Organizations to 1) identify how to collaborate on capacity building and 2) identify graduates who may be interested in participating in the CBC.	Jul 16 - Aug 16	3		3		Will be bundled with other planned meetings as possible
4	Coach CBC-2 graduates to contact Funder's Alliance to 1) identify how to collaborate on capacity building and 2) identify graduates of the Expanding Nonprofit Excellence Project who may be interested in participating in the CBC.	Jul 16 - Aug 16	3		3		Will be bundled with other planned meetings as possible
5	Create outreach plan with CBC-1 and CBC-2 graduates and members of the IECC.	Aug-16	1	1	6		
6	Implement outreach plan to identify, inform and engage organizations serving children 0 to 5 to participate in year 3 of the CBC.	Oct-16	2		20		30 Constant Contact and working with IECC and other graduates
7	Create Peer review panel to evaluate interest forms for year 3.	Oct 16 - Nov 16	1		10		4
	Travel time during the phase		12	6			
Subtotal for phase - hours			34	13	45	0	34
Subtotal for phase - professional fees			\$4,900	\$1,450	\$5,175	\$0	\$1,870

DETAILED WORK PLAN - YEAR 3

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					Associate	Research	Support	
PHASE 2: Assess and Prepare		Month/Year						
8	Create agenda and tools for year 3 assessment.	Dec-16	2	2		12		
9	Meet with peer leaders to match them with year 3 participants in supporting the completion of organizational assessments.	Dec-16	4	2	2			One SEI on site with team via teleconference
10	Technology support and password management for OCAT completion.	Dec-16	2		2		6	
11	Kick off meetings and allowance to assess 10 organizations.	Jan-17	10		10			One SEI on site with associate coordinator
12	Support peer leaders in working with year 3 participants to complete assessment.	Jan 17 -Feb 17	10		30			SEI remotely and associate coordinator on site
13	Create individual organizational TA plans/recommendations based on OCAT results.	Mar-17	5	5	1		5	
14	Create menu and calendar of CBC service offerings based on results of previous task.	Mar-17	1		4		8	SEI to create menu with Associate support to canvass participants and calendar activities for year 2 in consultation with Academy Go
15	Facilitate meeting to review year 3 menu and calendar of CBC service offerings with First 5, IECC, Academy for Grassroots Organizations (Academy Go), Funders Alliance and SBCCBC and to identify additional tools and resources to include in the continuum to address identified gaps.	Mar-17	3		3			Associate coordinator
	Travel time during the phase		12	12				

Subtotal for phase - hours

49 21 52 12 19

Subtotal for phase - professional fees

\$7,525 \$2,175 \$5,980 \$900 \$1,045

DETAILED WORK PLAN - YEAR 3

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					Associate	Research	Support	
PHASE 3: Capacity Building: Coach, Connect, Coordinate		Month/Year						
16	Create templates for additional tools as approved in phase 2, year 3.	Apr-17	6	6		12		Deliverable will be new tools and topics for advanced learning workshops and to address county gaps
17	Conduct targeted research to update year 2 toolkits and digitize them.	Jul 16 - Jun 17		4		32		
18	Issue advanced learning workshop assignments and schedule dates for them to occur.	Jul-16	2	2	6		4	
19	Prepare agendas, evaluations and materials for advanced learning workshops	Jul 16 - Jun 17	12		12		24	Estimated at 6 hours per workshop
20	Conduct advanced learning workshops.	Jul 16 Oct 16 Jan 17 Apr 17	36		36			Estimated at 4 workshops with 1 out of state presenter and one associate coordinator per workshop
21	Create peer leadership tools and evaluation form for use during peer learning groups.	Jul-16	2	4	8		20	
22	Identify peer leaders for each peer learning group session.	Jul-16	2		8		8	
23	Conduct training and orientation for peer leaders - year 3.	Jul 16 - Aug 16	8		8			
24	Support peer leaders in implementing group learning sessions.	Aug 16 Nov 16 Feb 17 May 17	36		36			Partner with one SEI resource
25	Establish year 3 priorities for coordinator to support IECC, and provide local coordination and advocacy.	Jul-16	2		8			May be the same or a new associate coordinator
26	Allowance for monthly IECC support and county coordination.	Jul 16 - Jun 17	12		144		48	Estimated at 12 hours per month for coordinator
27	Identify sustainability strategies for CBC.	May 17 - Jun 17	2		2			via teleconference

DETAILED WORK PLAN - YEAR 3

Task #	Description	Timeframe	Principal	Manager	Hours			Notes
					Associate	Research	Support	
28	Conduct individual coaching and TA for organizations opting to participate in individual organizational capacity building.	Jul 16 - Jun 17	50	50				Bank of 100 hours for 10 year 1, 2, or 3 assessed organizations at 10 hours on average per organization (will vary based on TA plan)
29	Collect evaluation and impact data.	Monthly	1	3	12		12	
30	Plan Annual Capacity Building Continuum Funders Forum and Recognition Ceremony.	Apr 17 - Jun 17	2	2	12		12	
31	Dress rehearsal for ceremony.	Jun-17	8	8	8			With IECC, peer leaders and associate coordinator
32	Prepare certificates for ceremony and manage RSVP.	Jun-17	1				20	Work with First 5 on logistics
33	Conduct Annual Capacity Building Continuum Ceremony.	Jun-17	16	8	8			Travel under dress rehearsal
34	Allowance for monthly project team communication and communication with First 5 and SBCCBC.	Jul 16 - Jun 17	12	12	12			
35	Sustainability support for the CBC and coordinator which may include grant writing, revenue generation strategies, special events and donor appeals.	Jul 16 - Jun 17	4		40			
36	Research, writing and editing of monthly grant bulletins for posting on the Inland Empire United Way IECapaciteria and the Inland Empire Community Collaborative website.	Jul 16 - Jun 17		30		240	120	
	Travel time during the phase							

Subtotal for phase - hours	1255	214	129	360	284	268
Subtotal for phase - professional fees	\$133,595	\$37,450	\$18,705	\$41,400	\$21,300	\$14,740

YEAR 3 TOTALS

	Total	By Resource				
Hours	1,534	297	163	457	296	321
Professional fees	\$164,615	\$49,875	\$22,330	\$52,555	\$22,200	\$17,655

BUDGET

The activities appropriate to accomplishing the Work Plan are described in Attachment A which contains details outlining the timing and resources by task within each step and demonstrating the activities upon which the budget is based.

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

YEAR 3 EXPENSE BREAKDOWN

Expense Type	Expense Calculation	Total Cost
Airfare	Estimated 23 total plane flights at an average cost of \$465.00 per trip	\$10,695
Lodging	Estimated 23 room nights at an average cost of \$125.00 per night, including room taxes and surcharges	\$2,875
Meals	Up to 23 travel days at \$48.00 per day	\$1,104
Car rental and gas	Estimated 22 days of car rental at an average cost of \$65.00 per day for rental charges and gas	\$1,430
Airport parking	Estimated 22 days of airport parking for trips involving plane flights, at an average cost of \$32.00 per day	\$704
Meeting supplies	7 meetings requiring special supplies, at an average cost of \$25.00 per meeting	\$175
Meeting refreshments	Provide simple refreshments for attendees at up to 8.50 meetings, at an average cost of \$325.00 per meeting	\$2,763
Long distance phone calls	Allowance for long distance telephone calls throughout the project	\$60
Miscellaneous	Online subscription to support Continuum	\$120
	Annual purchase of binders, USB drives and dividers	\$400
Total Estimated Expenses - Year 3		\$20,326

The professional fees are based on the estimated hours contained in the detailed project work plan found in Attachment C of this proposal and hourly rates of \$175 for Principals (Sarah Boxx and Kelly Marschall), \$145 for Consulting Managers (Lisa Watson), \$115 for a Consulting Associate in the form of one or more persons, and \$55 for Project Support. Hours and fees by Year include:

<u>YEAR 3</u>	<u>SEI Hours</u>	<u>Professional Fees</u>	<u>Expenses</u>	<u>Total Cost</u>
PHASE 1: Inform and Engage	126	\$13,395	\$2,108	\$15,503
PHASE 2: Assess and Prepare	153	\$17,625	\$2,605	\$20,230
PHASE 3: Capacity Building: Coach, Connect, Coordinate	1255	\$133,595	\$15,613	\$149,208
Totals	1534	\$164,615	\$20,326	\$184,941



AGENDA ITEM 3
JULY 6, 2016

Subject	Approval of Quality Rating Improvement System Contracts
Recommendations	<p>Approve Contracts with the following Quality Rating Improvement System (QRIS) Operational Partners (OP) for the development of the QRIS infrastructure and the implementation of the QRIS Strategic Plan for Fiscal Year 2016-2017:</p> <ul style="list-style-type: none">(a) San Bernardino County Superintendent of Schools, Contract EC030, in the amount of \$247,857 for data entry management, enrollment services, site assessments and ratings for Fiscal Year 2016-2017, and;(b) Child Care Resource Center, Contract EC031, in the amount of \$1,570,359 for coordination of quality improvement services, program evaluation and professional development for Fiscal Year 2016-2017, and;(c) California State University San Bernardino, Contract EC032, in the amount of \$288,749 to enhance higher education opportunities in early care and education and conduct site assessments for Fiscal Year 2016-2017. <p>(Presenter: Chrystina Smith-Rasshan, Staff Analyst II, (252-4267))</p>
Financial Impact	\$2,106,965 for Fiscal Year 2016-2017.
Background Information	<p>The Commission has selected a Quality Rating Improvement System (QRIS) as a strategy to support the organization’s mission and vision for the purpose of promoting, supporting, and improving early development of children from the prenatal stage to five years of age in San Bernardino County. QRIS is a system that; defines quality standards for early care and education programs, measures programs against these standards, offers and connects educators to training and professional development opportunities and helps parents and caregivers find quality programs for their children.</p> <p>With a QRIS, communities have a new tool to increase access to quality early learning experiences for children 0-5. This system supports existing and aspiring early care and education providers by helping them recognize what they can do to best support the development of young children in their care. The framework also serves as a tool to help early learning programs determine their level of quality and identify a plan for improvement to meet higher standards of quality. In addition to helping programs and providers, a QRIS offers parents and caregivers a tool for recognizing quality settings and selecting programs that best fit the needs of their children.</p> <p>At the April 6, 2016 Commission meeting, specifics relating to the planning and operationalization of the San Bernardino QRIS were presented and approval was received to distribute stipends to the following OP’s:</p> <ul style="list-style-type: none">• San Bernardino County Superintendent of Schools• County of San Bernardino Preschool Services Department• Child Care Resource Center• California State University San Bernardino

In accordance with the QRIS Memorandum of Understanding, Ops responsibilities include the following:

- A. Identify a staff member within the agency as the liaison to interact with First 5 staff regarding QRIS activities to ensure engagement as an Operational Partner by their organization to the Consortium.
- B. Identity a staff member to work on Steering Committee efforts as San Bernardino County QRIS Consortium member.
- C. Advocate on behalf of the QRIS Consortium to bring in non-traditional partners to support quality and align the work within the QRIS system to address the needs of the whole child.
- D. Participate in workgroups charged with advancing the goals of the San Bernardino County QRIS Strategic Plan.

Pending Commission approval of the recommended Contracts, QRIS services will be provided by the following:

- **San Bernardino County Superintendent of Schools (SBCSS)** will oversee the data entry management, enrollment, and rating of early care and education sites according to the California QRIS implementation guide.
- **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 in accordance with the California QRIS implementation guide.
- **Child Care Resource Center (CCRC)** will play the lead role of coordinating the quality improvement efforts to effectively move providers through the QRIS system. CCRC will also support the program evaluation of the QRIS system as well as oversee the QRIS marketing and communications efforts.

Approval of this item supports the Commission's Strategic Plan:

SPA 1: Children and Families

Goal: 1.2: Early Learning

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

SPA 2: Systems and Network

Goal 2.1: Leadership as a Convener and Partner

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

Review

Phebe Chu, Commission Counsel

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



Program Outline Document 2016-2017

AGENCY INFORMATION

Contract #: EC030

Legal Entity: San Bernardino County Superintendent of Schools

Dept./Division: Student Services

Project Name: Quality Rating Improvement System

Address: 601 North E street
San Bernardino Ca 92415

Phone #: 909-386-2701

Website: Sbcss.k12.ca.us

Fax #: 909-332-5803

Program Site Same as above

Client Referral 909-386-2701

Address: Choose an item.

Phone #

CONTACT INFORMATION

SIGNING AUTHORITY

Name: Randy Elphic

Title: Assistant Superintendent

Address: 601 North E Street
San Bernardino, CA 92415

Direct Phone #: 909-386-2704

Fax #: 909-332-5803

E-Mail: Randy_elphic@sbcss.k12.ca.us

CONTRACT REPRESENTATIVE

Name: Randy Elphic

Title: Assistant Superintendent

Address: 601 North E Street
San Bernardino, CA 92415

Direct Phone #: 909-386-2704

Fax #: 909-332-5803

E-Mail: Randy_elphic@sbcss.k12.ca.us

PROGRAM CONTACT

Name: Mary Ellen Johnson

Title: Administrator

Address: 601 North E Street
San Bernardino Ca 92415

Direct Phone #: 909-386-2704

Fax #: 909-332-5803

E-Mail: Maryellen_johnson@sbcss.k12.ca.us

FISCAL CONTACT

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

ASSIGNED ANALYST: Chrystina Smith-Rasshan

CONTRACT AMOUNT

Fiscal Year	Amount
2016-2017	\$ <u>247,857</u>
Choose an item.	\$ _____
Choose an item.	\$ _____
Total	\$ <u>247,857</u>

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

<i>FOR COMMISSION USE ONLY</i>						
<input checked="" type="checkbox"/> New	Vendor Code SUPERIN931		SC	Dept. 903	A	Contract Number EC030
<input type="checkbox"/> Change						
<input type="checkbox"/> Cancel						
Organization Children and Families Commission			Dept. 903	Orgn. IMPT	Contractor's License No.	
Commission Representative Cindy Faulkner, Operations Manager			Telephone 909-386-7706		Total Contract Amount \$247,857	
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 6, 2016		Contract End Date June 30, 2017		Original Amount \$247,857
Fund RRC	Dept. 903	Organization IMPT	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No. QRISFY17	Amount \$247,857
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use San Bernardino County QRIS Operational Lead			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	
			16-17	\$247,857		

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
 Student Services
 Address
 601 North E Street
 San Bernardino, CA 92415-0020
 Phone
 (909) 386-2966
 Federal ID No.
 95-6000931

Program Address (if different from legal address):

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

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

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

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

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

I.	DEFINITIONS	3
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I. DEFINITIONS

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

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

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

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

Assessment: Screening tool used to assess indicators included in the QRIS criteria used to measure the ECE program and assign a rating. Examples of categories of standards include licensing compliance, ratios, health and safety, curriculum, physical environment, teacher/director qualifications and professional development, family involvement, administration and management, diversity, inclusion, Early Learning Standards, child assessment, and accreditation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or

by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

Improve and Maximize Programs so All Children Thrive (IMPACT): Is an innovative approach that forges partnerships between First 5 California and counties to achieve the goal of helping children ages 0 to 5 and their families thrive by increasing the number of high-quality early learning settings, including supporting and engaging families in the early learning process. Supporting more settings to achieve high-quality standards helps ensure more of California's children enter school with the skills, knowledge, and dispositions necessary to be successful. This provides families the information and support they need to promote and optimize their children's development and learning, both inside and outside the home.

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

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

Key Decision Makers (KDM): Provides leadership, coordination and serves as the lead for implementation of operational structure. Develop financing strategies for long term sustainability, systems building, capacity building, policy & advocacy.

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

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

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

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

Operational Lead: In San Bernardino County, the QRIS is operated through a partnership of leading organizations. As the QRIS is being developed, this structure will continue to be refined to ensure that the system is effectively operating. The core components of the QRIS are operated by identified organizations known as "Operational Leads" to oversee and carry out their part of the project deliverables.

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

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

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

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

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

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

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

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

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

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

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

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

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

Quality Rating Improvement System (QRIS): A QRIS is a systemic approach to assess, improve, and communicate the level of quality in early and school-age care and education programs. QRIS award quality ratings to early and school-age care and education programs that meet a set of defined program standards.

Rating: Method for determining rating steps, i.e. star levels. The process documents that an ECE program has met the standards for a specific level and is assigned a rating. The number of levels included in the QRIS structure are designed with an easily understood symbol indicating ascending quality with stars. Participating early childhood programs develop program improvement plans after they receive a full rating and commit to engaging in an ongoing continuous quality improvement process between rating visits.

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

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

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

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

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

Resource Center: A facility to which children, prenatal through age five, and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management (see definition for Case Management).

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

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

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

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

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

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

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

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

Uninsured: individuals not covered by health insurance.

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

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

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

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

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

- C. Contractor shall coordinate with appropriate agencies to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.
- D. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.
- E. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.
- F. Contractor's Scope of Work (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 Scope of Work (Attachment A) and the data collection system, the information in the system will take precedence over the Scope of Work 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 of the Scope of Work 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 II.

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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated

Commission employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "Commission Administrative Official" is defined as a member of the Commission or such Administrative Staff.

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

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

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

O. Child Abuse Reporting

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

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

P. Department of Justice Clearance

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

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

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Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

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

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

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

Any failure, actual or alleged, on the part of the Commission to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Commission.
11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the

Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

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

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

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

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

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

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

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

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

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

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

- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits
or
Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
or
Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.
If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Americans with Disabilities Act

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

X. Attorney’s Fees

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

Y. 2-1-1 Registration

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

Z. Ownership Rights

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

AA. Attribution

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

BB. Incongruous Activities

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

CC. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: www.first5sanbernardino.org. 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 Scope of Work (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

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

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▪ Fiscal Reports

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

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

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

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▪ Asset Report

Contractor shall report all assets worth \$500 or more purchased with First 5 funds utilizing tools provided by the Commission for that purpose. The Straight Line method of depreciation will be

applied to determine value. Closing Asset reports shall be submitted to the Commission staff no less than thirty (30) days prior to the normal conclusion of a Contract. If the Contract is terminated early under any fiscal provision or due to correction of performance deficiencies, Contractor shall submit the Closing Asset report within ten (10) business days of receiving notice of Contract termination.

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

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DD. Pro-Children Act of 1994

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

EE. Environmental Regulations

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

- a. The Contractor certifies that it and any potential subcontractors:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;
 - 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
 - 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
- b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

GG. Recycled Paper Products

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

IV. COMMISSION RESPONSIBILITIES

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

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$247,857 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof.

Initial Here

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.

Initial Here

E. Supplanting of Funds

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

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

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

H. Budget Line Item Variance

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

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

I. Procurement

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

J. Fixed Assets

The purchase of any equipment, materials, supplies or property of any kind, including items such as publications and copyrights, which have a single unit cost of \$5000 or more, including tax, and was

not included in Contractor's approved budget, shall require the prior written approval of the Executive Director of the Commission. Any such purchase shall directly relate to Contractor's services or activities under the terms of the Contract.

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

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

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

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VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

Initial Here

E. Recovery of Investigation and Audit Costs

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

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

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

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

VIII. TERM

A. This Contract is effective commencing July 6, 2016 and expires June 30, 2017, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for one (1) additional one (1)-year period by mutual agreement of the parties.
- D. Continuation of this Contract for each fiscal year after June 30, 2017 is contingent on a Scope of Work 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: San Bernardino County Superintendent of Schools
 601 North E Street
 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. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties in an amendment to this Contract.
 - E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- Initial Here
- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
 - G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
 - H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a

cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

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

B. Civil Rights Compliance

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

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

continued on next page

XIII. CONCLUSION

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

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

SAN BERANRDINO COUNTY
SUPERINTENDENT OF SCHOOLS

Legal Entity

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Randy Elphic
Printed Name

Assistant Superintendent
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Operations Manager

Date

Approved as to Legal Form

▶ _____
Sophie Akins
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date



San Bernardino County QRIS
Operational Lead Scope of Work

ATTACHMENT A
EC030

Agency: San Bernardino County Superintendent of Schools		Fiscal Year(s): 2016/2017	
Agency QRIS Contact: Mary Ellen Johnson		Phone: 909-386-2704 or 7609540839 Email: maryellen_johnson@sbcss.k12.ca.us	
Agency role in QRIS (<i>Provide an overview of your agency's role as an operational lead in the QRIS partnership. Include responsibilities and activities that agency staff will engage in</i>): SBCSS will serve as an operational partner overseeing the enrollment, orientation, and rating of QRIS participants. SBCSS will also 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 QRIS Steering Committee to contribute to planning and decision making for the system.			
Staff (<i>list all staff members that will have a role in the QRIS</i>):			
Name: Kathy Resendez FTE: .44 Rate: \$35.33/hr Bilingual (Spanish): Y <input type="checkbox"/> N <input checked="" type="checkbox"/>			
Individual role in QRIS: Outreach, Orientation and Rating			
Professional experience relevant to role in QRIS: Preschool, Staff Development, Assessment, and LPC			
Name: New FTE: .43 Rate: \$34.56/hr Bilingual (Spanish): Y <input checked="" type="checkbox"/> N <input type="checkbox"/>			
Individual role in QRIS: Outreach, Orientation and rating			
Professional experience relevant to role in QRIS: Preschool staff development, assessment			
Name: New FTE: .875 Rate: \$27.41/hr Bilingual (Spanish): Y <input checked="" type="checkbox"/> N <input type="checkbox"/>			
Individual role in QRIS: Outreach, enrollment, data base management, referral coordinator			
Professional experience relevant to role in QRIS: Database, scheduling, coordination of multiple agency providers			
Name: New FTE: .79 Rate: \$27.41/hr Bilingual (Spanish): Y <input type="checkbox"/> N <input type="checkbox"/>			
Individual role in QRIS: Outreach, enrollment, data base management, referral coordinator			
Professional experience relevant to role in QRIS: Database, scheduling, coordination of multiple agency providers			
Grant supported costs			
Total FTE costs: \$224,597		Other costs: \$23,260 <i>(describe):</i> Indirect cost	Total: \$247,857
Agency In-Kind contributions:			
FTE: .25/\$40,000 Role: QRIS Administrator State Preschool Manager	Materials and Supplies: \$20,000 Items: Office equipment, space, oversight	Mileage: \$10,000 Purpose of Travel: Meetings, outreach	Other: \$35,000 Activities: Professional Development
Total \$ amount budgeted for QRIS: \$350,717			

Targets				N/A <input type="checkbox"/>	
Assessments:		Ratings:		QI (Coaching):	
Activities:		Activities:	46 sites	Activities:	
Head Start:		Head Start:	9	Head Start:	
CSPP:		CSPP:	23	CSPP:	
FCC:		FCC:	8	FCC:	
Private:		Private:	3	Private:	
LEC:		LEC:	3	LEC:	
FNN:		FNN:		FNN:	
<p>Other activities and responsibilities (<i>Describe activities in outreach, enrollments, meetings, trainings, orientations, pre-rating support, communications, evaluations, other</i>):</p> <p>Outreach San Bernardino County Superintendent of Schools will assist in providing outreach to a preschool service providers with in the county. This will occur at SBCSS organized trainings, district meetings, community meetings and any location Review interest application</p> <p>Site Selection Summary sheets completed for eligible sites Ineligible sites notified by letter or email</p> <p>Orientation Present and facilitate small group and individual meetings Develop and provide applicants: description, process and milestones benefits and expectations of participation Assist in site self-assessment Collect and maintain signed MOU's Provide resources to participants Enter the data into the data system</p> <p>Pre-Rating Support Up to 2 Coaching or Technical Assistance visits prior to rating Enrollment- review of materials submitted for completeness</p> <p>Assessment coordination Determine timeframe with provider Share information on rating with participant Gather information from participant Enter Participant data Determine type of assessment and number of assessments Notify CSUSB of participant and timeline and assessment need Verify assessment data entered</p> <p>Rating Coordinate Rating visit Prepare Rating Template On site file reviews Use Matrix to ascertain final rating</p>					



San Bernardino County QRIS
Operational Lead Scope of Work

ATTACHMENT A
EC030

Complete Rating Summary Conduct Rating Meeting	
All agency activities and functions relevant to QRIS will be outlined in processes and protocols to be approved by the QRIS Key Decision Makers team.	
Data reporting: Agency will submit data in approved database(s) as outlined by reporting requirements designed by First 5 San Bernardino and partnering agencies for the purpose of evaluation and in accordance with reporting requirements of outside grants (IMPACT, CDE Infant/Toddler, other)	
Signing Authority Signature:	Date:



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

ORGANIZATION: San Bernardino County Superintendent of Schools	DIRECTOR: Randy Elphic	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Quality Rating Improvement System	PROGRAM DIRECTOR: Mary Ellen Johnson	TOTAL BUDGET: \$ 247,857.00
INITIATIVE: Education	FINANCE OFFICER: Christopher Cox	RFP/CONTRACT #: EC030

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	Kathy Resendez	0.44	35.33	915.20	0.38	32,334	12,259	44,593	101,348.7	44%	Duties may entail:Supervise Office Specialist.Present and facilitate small group and individual meetings. Develop and provide applicants with description, process and milestones benefits and expectations of participation. Assists in site self-assessment Collects and maintains signed MOU's Provides resources to participants. Enter the data into the data system Up to 2 Coaching or Technical Assistance visits prior to rating.Enrollment; review of materials submitted for completeness. Assessment coordination; Determine timeframe with provider,Share information on rating with participant, Gather information from participant ,Enter Participant data,Determine type of assessment and number of assessments.Notify CSUSB of participant and timeline and assessment need. Verify assessment data entered.Rating ;Coordinate Rating visit,Prepare Rating Template,On site file reviews,Use Matrix to ascertain final rating, Complete Rating Summary,Conduct Rating Meeting, and Other duies as assigned.



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

ORGANIZATION: San Bernardino County Superintendent of Schools	DIRECTOR: Randy Elphic	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Quality Rating Improvement System	PROGRAM DIRECTOR: Mary Ellen Johnson	TOTAL BUDGET: \$ 247,857.00
INITIATIVE: Education	FINANCE OFFICER: Christopher Cox	RFP/CONTRACT #: EC030

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
2	TBD Early Language and Development Specialist	0.43	34.56	894.40	0.39	30,910	11,991	42,902	99,772	43%	Duties may entail:Supervise Office Specialist.Present and facilitate small group and individual meetings. Develop and provide applicants with description, process and milestones benefits and expectations of participation. Assists in site self-assessment Collects and maintains signed MOU's Provides resources to participants. Enter the data into the data system Up to 2 Coaching or Technical Assistance visits prior to rating.Enrollment; review of materials submitted for completeness. Assessment coordination; Determine timeframe with provider,Share information on rating with participant, Gather information from participant ,Enter Participant data,Determine type of assessment and number of assessments.Notify CSUSB of participant and timeline and assessment need. Verify assessment data entered.Rating ;Coordinate Rating visit,Prepare Rating Template,On site file reviews,Use Matrix to ascertain final rating, Complete Rating Summary,Conduct Rating Meeting and Other duties as assigned.
3	TBD Office Specialist II	0.88	27.41	1,820.00	0.44	49,886	22,119	72,005	82,292	88%	Duties may entail: clerical duties:data entry, help desk, coordination and other duties as assigned.
4	TBD Office Specialist II	0.79	27.41	1,643.20	0.45	45,040	20,056	65,096	82,401	79%	Duties may entail:clerical duties:data entry, help desk, coordination and other duties as assigned.



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

ORGANIZATION:	San Bernardino County Superintendent of Schools	DIRECTOR:	Randy Elphic	PROGRAM YEAR:	2016-2017
PROGRAM TITLE:	Quality Rating Improvement System	PROGRAM DIRECTOR:	Mary Ellen Johnson	TOTAL BUDGET:	\$ 247,857.00
INITIATIVE:	Education	FINANCE OFFICER:	Christopher Cox	RFP/CONTRACT #:	EC030

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
	Total Salaries & Benefits					158,171	66,426	\$ 224,597	\$ 365,813		



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

ORGANIZATION: San Bernardino County Superintendent of Schools	DIRECTOR: Randy Elphic	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Quality Rating Improvement System	PROGRAM DIRECTOR: Mary Ellen Johnson	TOTAL BUDGET: \$ 247,857.00
INITIATIVE: Education	FINANCE OFFICER: Christopher Cox	RFP/CONTRACT #: EC030

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Supplies	1%	\$ 3,000	Office supplies needed to carry out program requirements
2	Photocopies	0%	\$ 632	Photocopies needed to carry out program requirements
	Total Services & Supplies		\$ 3,632	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1				
	Total Food		\$ -	
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1				
	Total Travel		-	
V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:
1				
	Total Subcontractors		-	
VI. INDIRECT COSTS				
	Percent:	9%	\$ 19,628	8.6% State Approved Indirect Cost Rate
	Basis:	State Approved Indirect Cost Rate		



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

ORGANIZATION: San Bernardino County Superintendent of Schools	DIRECTOR: Randy Elphic	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Quality Rating Improvement System	PROGRAM DIRECTOR: Mary Ellen Johnson	TOTAL BUDGET: \$ 247,857.00
INITIATIVE: Education	FINANCE OFFICER: Christopher Cox	RFP/CONTRACT #: EC030
Total Indirect Costs	\$ 19,628	
TOTAL FIRST 5 BUDGET	\$ 247,857	



Program Outline Document 2016-2017

AGENCY INFORMATION

Contract #: EC031

Legal Entity: Child Care Resource Center, INC.

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

Project Name: QRIS

Address: 2001 Prairie Street
Chatsworth, CA 91311

Phone #: 818-717-1000

Website: www.ccrcca.org

Fax #: 1-866-674-5437

Program Site Address: 1111 E. Mill Street, STE 100
San Bernardino, CA 92408

Client Referral Phone #: 1-866-674-5437

CONTACT INFORMATION

SIGNING AUTHORITY

Name: Dr. Michael Olenick

Title: President and CEO

Address: 2001 Prairie Street
Chatsworth, CA 91311

Direct Phone #: 818-717-1010

Fax #: 818-717-9161

E-Mail: MOlenick@ccrcca.org

CONTRACT REPRESENTATIVE

Name: James Moses

Title: Regional Director

Address: 1111 E. Mill Street, Suite 100
San Bernardino, CA 92408

Direct Phone #: 909-384-8031

Fax #: 909-890-0032

E-Mail: JMoses@ccrcca.org

PROGRAM CONTACT

Name: Susan Montalvo

Title: Director of Communications

Address: 2001 Prairie Street
Chatsworth, CA 91311

Direct Phone #: 818-717-1000 x7100

Fax #: 818-717-9161

E-Mail: SMontalvo@ccrcca.org

PROGRAM CONTACT

Name: Josh Matacotta **Title:** Research Manager
Address: 20001 Prairie Street **Direct Phone #:** 818-717-1000 x4123
Chatsworth, CA 91311 **Fax #:** 818-717-9161
E-Mail: JMatacotta@ccrcca.org

PROGRAM CONTACT

Name: Nancy Boyd **Title:** Resource and Referral Manager
Address: 1111 E. Mill Street **Direct Phone #:** 909-890-0018 x2050
San Bernardino, CA 92408 **Fax #:** 909-386-5458
E-Mail: NBoyd@ccrcca.org

FISCAL CONTACT

Name: Christine Ogtanyan **Title:** Grant Accountant
Address: 20001 Prairie Street **Direct Phone #:** 818-717-1000 x6311
Chatsworth, CA 91311 **Fax #:** 818-717-9161
E-Mail: COgtanyan@ccrcca.org

ADDITIONAL CONTACT (Describe): Choose an item.

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

PROGRAM INFORMATION

TYPE OF AGENCY

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

FIRST 5 FOCUS AREA

STRATEGY

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

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

PROGRAM DESCRIPTION

In executing the communications, quality improvement, and evaluation components of the QRIS, as outlined in our scope of work, CCRC will conduct activities meeting the following Commission Level Outcomes:

- Support capacity building and quality improvements in child care and early education settings
- Support increased availability of resources and access to quality child care and early education
- Identify and align resources county-wide; create and support opportunities for collective impact
- Support ongoing learning and professional development
- Support organizational development

These activities will align with First 5 San Bernardino’s strategic plan and contribute to a positive, measurable, and collective impact for children 0-5 and their families.

SERVICE AREA (LOCATIONS)

Northern Los Angeles County
 San Bernardino

COMMISSION LEVEL OUTCOMES

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

Expectation(s): See attachment A of contract EC031

Outcome(s): See attachment A of contract EC031

ASSIGNED ANALYST: Chrystina Smith-Rasshan

CONTRACT AMOUNT

Fiscal Year	Amount
2016-2017	\$ <u>1,570,359</u>
Choose an item.	\$ _____
Choose an item.	\$ _____
Total	\$ <u>1,570,359</u>

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

<i>FOR COMMISSION USE ONLY</i>						
<input checked="" type="checkbox"/> New	Vendor Code CHILDCA695		SC	Dept. 903	A	Contract Number EC031
<input type="checkbox"/> Change						
<input type="checkbox"/> Cancel						
Organization Children and Families Commission			Dept. 903	Orgn. IMPT	Contractor's License No.	
Commission Representative Cindy Faulkner, Operations Manager			Telephone 909-386-7706		Total Contract Amount \$1,570,359	
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 6, 2016		Contract End Date June 30, 2017		Original Amount \$1,570,359
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
RRC	903	IMPT	300	3357	QRISFY17	\$1,570,359
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use San Bernardino QRIS Operational Lead			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY
			16-17	\$1,570,359		

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):

1111 East Mill Street, Suite 100

San Bernardino, CA 92408

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

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

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

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

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I. DEFINITIONS

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

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

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

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

Assessment: Screening tool used to assess indicators included in the QRIS criteria used to measure the ECE program and assign a rating. Examples of categories of standards include licensing compliance, ratios, health and safety, curriculum, physical environment, teacher/director qualifications and professional development, family involvement, administration and management, diversity, inclusion, Early Learning Standards, child assessment, and accreditation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or

by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

Improve and Maximize Programs so All Children Thrive (IMPACT): Is an innovative approach that forges partnerships between First 5 California and counties to achieve the goal of helping children ages 0 to 5 and their families thrive by increasing the number of high-quality early learning settings, including supporting and engaging families in the early learning process. Supporting more settings to achieve high-quality standards helps ensure more of California's children enter school with the skills, knowledge, and dispositions necessary to be successful. This provides families the information and support they need to promote and optimize their children's development and learning, both inside and outside the home.

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

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

Key Decision Makers (KDM): Provides leadership, coordination and serves as the lead for implementation of operational structure. Develop financing strategies for long term sustainability, systems building, capacity building, policy & advocacy.

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

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

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

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

Operational Lead: In San Bernardino County, the QRIS is operated through a partnership of leading organizations. As the QRIS is being developed, this structure will continue to be refined to ensure that the system is effectively operating. The core components of the QRIS are operated by identified organizations known as "Operational Leads" to oversee and carry out their part of the project deliverables.

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

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

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

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

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

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

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

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

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

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

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

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

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

Quality Rating Improvement System (QRIS): A QRIS is a systemic approach to assess, improve, and communicate the level of quality in early and school-age care and education programs. QRIS award quality ratings to early and school-age care and education programs that meet a set of defined program standards.

Rating: Method for determining rating steps, i.e. star levels. The process documents that an ECE program has met the standards for a specific level and is assigned a rating. The number of levels included in the QRIS structure are designed with an easily understood symbol indicating ascending quality with stars. Participating early childhood programs develop program improvement plans after they receive a full rating and commit to engaging in an ongoing continuous quality improvement process between rating visits.

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

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

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

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

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

Resource Center: A facility to which children, prenatal through age five, and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management (see definition for Case Management).

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

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

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

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

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

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

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

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

Uninsured: individuals not covered by health insurance.

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

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

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

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

Initial Here

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

- C. Contractor shall coordinate with appropriate agencies to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.
- D. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.
- E. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.
- F. Contractor's Scope of Work (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 Scope of Work (Attachment A) and the data collection system, the information in the system will take precedence over the Scope of Work 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 of the Scope of Work 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 II.

Initial Here

III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated

Commission employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "Commission Administrative Official" is defined as a member of the Commission or such Administrative Staff.

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

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

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

O. Child Abuse Reporting

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

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

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

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P. Department of Justice Clearance

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

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

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Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.o413.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's

employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.

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

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

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

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these

requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

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

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

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

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

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

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

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

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

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

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

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

or

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

or

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

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Americans with Disabilities Act

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

X. Attorney’s Fees

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

Y. 2-1-1 Registration

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

Z. Ownership Rights

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

AA. Attribution

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

BB. Incongruous Activities

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

CC. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: www.first5sanbernardino.org. 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 Scope of Work (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

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

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▪ Fiscal Reports

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

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

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

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▪ Asset Report

Contractor shall report all assets worth \$500 or more purchased with First 5 funds utilizing tools provided by the Commission for that purpose. The Straight Line method of depreciation will be

applied to determine value. Closing Asset reports shall be submitted to the Commission staff no less than thirty (30) days prior to the normal conclusion of a Contract. If the Contract is terminated early under any fiscal provision or due to correction of performance deficiencies, Contractor shall submit the Closing Asset report within ten (10) business days of receiving notice of Contract termination.

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

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DD. Pro-Children Act of 1994

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

EE. Environmental Regulations

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

- a. The Contractor certifies that it and any potential subcontractors:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;
 - 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
 - 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
- b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

GG. Recycled Paper Products

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

IV. COMMISSION RESPONSIBILITIES

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

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$1,570,359 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.

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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.

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E. Supplanting of Funds

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

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

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

H. Budget Line Item Variance

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

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

I. Procurement

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

J. Fixed Assets

The purchase of any equipment, materials, supplies or property of any kind, including items such as publications and copyrights, which have a single unit cost of \$5000 or more, including tax, and was

not included in Contractor's approved budget, shall require the prior written approval of the Executive Director of the Commission. Any such purchase shall directly relate to Contractor's services or activities under the terms of the Contract.

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

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

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

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VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

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E. Recovery of Investigation and Audit Costs

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

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

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

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

VIII. TERM

A. This Contract is effective commencing July 6, 2016 and expires June 30, 2017, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

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- A. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- B. The contract term may be extended for one (1) additional one (1)-year period by mutual agreement of the parties.
- C. Continuation of this Contract for each fiscal year after June 30, 2017 is contingent on a Scope of Work 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: Child Care Resource Center, Inc.
 20001 Prairie Street
 Chatsworth, CA 91311

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

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

cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

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

B. Civil Rights Compliance

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

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

continued on next page

XIII. CONCLUSION

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

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

CHILD CARE RESOURCE CENTER, INC.

Legal Entity

▶ _____
Authorized Signature

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Michael Olenick
Printed Name

Commission Chair
Title

President and CEO
Title

Dated

Dated

Official Stamp

Reviewed for Processing

Approved as to Legal Form

Presented to Commission for
Signature

▶ _____
Cindy Faulkner
Operations Manager

▶ _____
Sophie Akins
Commission Counsel

▶ _____
Karen E. Scott
Executive Director

Date

Date

Date



Agency: Child Care Resource Center		Fiscal Year(s): 2016/2017	
Agency QRIS Contact: James Moses		Phone: 909-384-8031 Email: moses@ccrcca.org	
Agency role in QRIS (<i>Provide an overview of your agency's role as an operational lead in the QRIS partnership. Include responsibilities and activities that agency staff will engage in:</i>)			
Administration: CCRC will be actively involved in all aspects of the QRIS partnership. We will have staff participating in Key Decision Maker meetings, Consortium meetings, and the various subcommittee meetings. CCRC will serve as the operational lead or co-lead for Quality Improvement, Database and Evaluation, and Communications components of San Bernardino County's QRIS. This document will reflect our organizational needs outside of the departments leading one of the aforementioned components.			
Staff (<i>list all staff members that will have a role in the QRIS</i>):			
Name: James Moses FTE: 0.15 Rate: \$49/hr Bilingual (Spanish): Y <input type="checkbox"/> N <input checked="" type="checkbox"/>			
Individual role in QRIS: Serve as agency contact and liaison between First 5 San Bernardino and leadership staff with CCRC to ensure program goals are met. Ensure countywide collaborations are in place to guide the program goals CCRC is responsible for.			
Professional experience relevant to role in QRIS: Leading quality improvement activities in the County of SB for 10 years. Involved in statewide planning and development of what is now QRIS for more than 10 years.			
Name: Grant Accountant - To Be Hired FTE: 1.0 Rate: \$30/hr Bilingual (Spanish): Y <input type="checkbox"/> N <input checked="" type="checkbox"/>			
Individual role in QRIS: Fiscal management responsibilities for the QRIS grant. Including but not limited too; preparing and monitoring budgets, ensuring compliance with OMB's new uniform guidance and funding requirements, lead fiscal reviews, etc.			
Professional experience relevant to role in QRIS: Experienced in all matters related to full fiscal management responsibilities including budget analysis, reporting and other grant fiscal responsibilities.			
Name: Finance Assistant - To Be Hired FTE: 0.5 Rate: \$16/hr Bilingual (Spanish): Y <input checked="" type="checkbox"/> N <input type="checkbox"/>			
Individual role in QRIS: Full fiscal document support responsibilities, including but not limited to: pulling fiscal back-up support for the Grant Accountant such as pulling checks, direct deposits, maintaining a variety of financial and business records as needed. First 5 SB requires backup for every purchase be submitted with monthly invoices; pulling required documentation is time consuming. This role is essential to timely fiscal reporting.			
Professional experience relevant to role in QRIS: Experienced in all matters related to fiscal document support responsibilities.			
Name: N/A FTE: Rate: Bilingual (Spanish): Y <input type="checkbox"/> N <input type="checkbox"/>			
Individual role in QRIS:			
Professional experience relevant to role in QRIS:			



Agency: Child Care Resource Center		Fiscal Year(s): 2016/2017	
Agency QRIS Contact: James Moses		Phone: 909-384-8031 Email: moses@ccrcca.org	
Agency role in QRIS (<i>Provide an overview of your agency's role as an operational lead in the QRIS partnership. Include responsibilities and activities that agency staff will engage in</i>):			
Research: CCRC's Research Division will provide research and process evaluation services and will also service the QRIS data warehouse (VerticalChange) for a term of one year. Tasks include, but are not limited to: coordination with internal/external stakeholders; present research/evaluation findings and data at local meetings and state/national conferences; prepare statistical and research reports, function as the lead for areas involving quantitative/qualitative research and evaluation methods and statistical analysis; compile and synthesize large amounts of quantitative/qualitative information; utilize data to identify areas needing improvement or not on track with project milestones, and communicate to stakeholders/management/partners. Develop/utilize data cleaning techniques, produce data reports to ensure data integrity, provide recommendations about improving data quality through collection efforts; evaluate efficacy of coaching/professional development and impact on child care site/provider/teacher quality and improvement; travel to San Bernardino First 5 for meetings as needed; other research and evaluation tasks as needed. Details of work outlined in Scope of Work.			
Staff (<i>list all staff members that will have a role in the QRIS</i>):			
Name: Susan Savage, Ph.D FTE: 0.10 Rate: \$57/hr Bilingual (Spanish): Y <input type="checkbox"/> N <input checked="" type="checkbox"/>			
Individual role in QRIS: Director			
Professional experience relevant to role in QRIS: Research expert related to quality practice			
Name: Josh Maticotta, Psy.D FTE: 0.25 Rate: \$34/hr Bilingual (Spanish): Y <input type="checkbox"/> N <input checked="" type="checkbox"/>			
Individual role in QRIS: Research Manager			
Professional experience relevant to role in QRIS: Database development, evaluation and analysis			
Name: Jesse Pineda, M.A. FTE: 1.0 Rate: \$24/hr Bilingual (Spanish): Y <input checked="" type="checkbox"/> N <input type="checkbox"/>			
Individual role in QRIS: Sr. Research Analyst/Data Warehouse Support			
Professional experience relevant to role in QRIS: Data collection and analysis			
Name: To Be Hired FTE: 1.0 Rate: \$21/hr Bilingual (Spanish): Y <input type="checkbox"/> N <input checked="" type="checkbox"/>			
Individual role in QRIS: Research Analyst			
Professional experience relevant to role in QRIS: Data collection and analysis			



Agency: Child Care Resource Center		Fiscal Year(s): 2016/2017	
Agency QRIS Contact: James Moses		Phone: 909-384-8031 Email: moses@ccrcca.org	
Agency role in QRIS (<i>Provide an overview of your agency's role as an operational lead in the QRIS partnership. Include responsibilities and activities that agency staff will engage in:</i>)			
Communications: Increase understanding of the importance of, as well as participation in, high quality early education programs through the design, development and production of branded and consistent communications including a QRIS micro-website, social and digital media, community outreach, and family engagement.			
Staff (<i>list all staff members that will have a role in the QRIS</i>):			
Name: Susan Montalvo FTE: 0.15 Rate: \$53.48/hr Bilingual (Spanish): Y <input type="checkbox"/> N <input checked="" type="checkbox"/>			
Individual role in QRIS: Communications Director			
Professional experience relevant to role in QRIS: Lead development and execution of key actions; manage timelines and budgets.			
Name: Cristen Sayegh FTE: 0.15 Rate: \$22.25/hr Bilingual (Spanish): Y <input type="checkbox"/> N <input checked="" type="checkbox"/>			
Individual role in QRIS: Advertising & Marketing Specialist			
Professional experience relevant to role in QRIS: Lead social media and website content development; press and media relations; marketing and outreach materials development from the corporate office.			
Name: Felix Bada FTE: 0.15 Rate: \$32.50/hr Bilingual (Spanish): Y <input checked="" type="checkbox"/> N <input type="checkbox"/>			
Individual role in QRIS: Website design and development; website maintenance and technical support; graphic design			
Professional experience relevant to role in QRIS: Agency web designer who will devote part of his time to this project.			
Name: To be hired FTE: 1.0 Rate: \$22/hr Bilingual (Spanish): Y <input type="checkbox"/> N <input checked="" type="checkbox"/>			
Individual role in QRIS: Media & communications specialist located in CCRC's San Bernardino office			
Professional experience relevant to role in QRIS: Social media and website content development; press and media relations; marketing and outreach materials development.			



Agency: Child Care Resource Center		Fiscal Year(s): 2016/2017	
Agency QRIS Contact: James Moses		Phone: 909-384-8031 Email: moses@ccrcca.org	
Agency role in QRIS <i>(Provide an overview of your agency's role as an operational lead in the QRIS partnership. Include responsibilities and activities that agency staff will engage in):</i>			
Resource and Referral/QI: CCRC will serve as the operational lead for the quality improvement component of the QRIS. The Resource and Referral department will create individualized quality improvement plans with participants in the QRIS. In addition they coordinate training and coaching based on individual participant needs to facilitate quality improvement outcomes and help participants move higher on the QRIS ratings matrix.			
Staff <i>(list all staff members that will have a role in the QRIS):</i>			
Name: Manager- To Be Hired	FTE: 1.0	Rate: \$32/hr	Bilingual (Spanish): Y <input type="checkbox"/> N <input type="checkbox"/>
Individual role in QRIS: Manage QI functions of the QRIS			
Professional experience relevant to role in QRIS:			
Name: Supervisor- To Be Hired	FTE: 1.0	Rate: \$24/hr	Bilingual (Spanish): Y <input type="checkbox"/> N <input type="checkbox"/>
Individual role in QRIS: Provide supervisory support and guidance to QRIS coaches. Ensure continuity and consistency among QRIS coaches.			
Professional experience relevant to role in QRIS:			
Name: Coach - To Be Hired	FTE: 4.0	Rate: \$20/hr	Bilingual (Spanish): Y <input type="checkbox"/> N <input type="checkbox"/>
Individual role in QRIS: Work with QRIS participants to create individual quality improvement activities related to classroom activity and environment, as well as personal professional growth.			
Professional experience relevant to role in QRIS:			
Name: N/A	FTE:	Rate:	Bilingual (Spanish): Y <input type="checkbox"/> N <input type="checkbox"/>
Individual role in QRIS:			
Professional experience relevant to role in QRIS:			



Grant supported costs			
Total FTE costs: \$724,840	Other costs: \$845,519 <i>(describe):</i>	Total: \$1,570,359	
Agency In-Kind contributions:			
FTE: \$31,000 Role: Research	Materials and Supplies: \$26,840 Items: Communications	Mileage: \$3,300 Purpose of Travel: ADMIN	Other: \$20,000 Activities: Resource & Referral
Total \$ amount budgeted for QRIS: \$1,653,899			
Targets		N/A <input type="checkbox"/>	
Assessments:	Ratings:		QI (Coaching):
Activities:	Activities:	Activities:	120
Head Start:	Head Start:	Head Start:	24
CSPP:	CSPP:	CSPP:	23
FCC:	FCC:	FCC:	36
Private:	Private:	Private:	27
LEC:	LEC:	LEC:	7
FNN:	FNN:	FNN:	3
Other activities and responsibilities <i>(Describe activities in outreach, enrollments, meetings, trainings, orientations, pre-rating support, communications, evaluations, other):</i> N/A			
All agency activities and functions relevant to QRIS will be outlined in processes and protocols to be approved by the QRIS Key Decision Makers team.			
Data reporting: Agency will submit data in approved database(s) as outlined by reporting requirements designed by First 5 San Bernardino and partnering agencies for the purpose of evaluation and in accordance with reporting requirements of outside grants (IMPACT, CDE Infant/Toddler, other)			
Signing Authority Signature:			Date:



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

ORGANIZATION: Child Care Resource Center	DIRECTOR: Ellen Cervantes, Michael Olenick, PhD.	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Quality Rating Improvement System	PROGRAM DIRECTOR: James Moses, Susan Savage, Susan Montalvo, Eileen Friscia	TOTAL BUDGET: \$ 1,570,359.00
INITIATIVE: Education	FINANCE OFFICER: Jennifer Patricio, Reporting & Analysis Manager	RFP/CONTRACT #: EC031

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: _____										
	Research Staff:										
1	Susan Savage Director	0.10	57.00	208	25.00%	11,856	2,964	14,820	148,200	10%	Research director for QRIS partnership.
2	Josh Maticotta Manager	0.25	34.00	520	25.00%	17,680	4,420	22,100	88,400	25%	Research manager for QRIS partnership.
3	Jesse Pineda Senior Research Analyst	1.00	24.00	2,080	25.00%	49,920	12,480	62,400	62,400	100%	Research Analyst for QRIS partnership.
4	TBH Research Analyst	1.00	21.00	2,080	25.00%	43,680	10,920	54,600	54,600	100%	Research Analyst for QRIS partnership.
	Resource & Referral Staff:										
5	TBH Manager	1.00	32.00	2,080	25.00%	66,560	16,640	83,200	83,200	100%	To oversee and manage all grant activities, requirements, and documentation.
6	TBH Supervisor	1.00	24.00	2,080	25.00%	49,920	12,480	62,400	62,400	100%	To provide daily supervision to the team of coaches.
7	TBH Professional Development Coach	1.00	20.00	2,080	25.00%	41,600	10,400	52,000	52,000	100%	To conduct visits with parents and their children in their home in compliance with PAT.
8	TBH Professional Development Coach	1.00	20.00	2,080	25.00%	41,600	10,400	52,000	52,000	100%	To conduct visits with parents and their children in their home in compliance with PAT.
9	TBH Professional Development Coach	1.00	20.00	2,080	25.00%	41,600	10,400	52,000	52,000	100%	To conduct visits with parents and their children in their home in compliance with PAT.
10	TBH Professional Development Coach	1.00	20.00	2,080	25.00%	41,600	10,400	52,000	52,000	100%	To conduct visits with parents and their children in their home in compliance with PAT.
	Communications Staff:										
11	Susan Montalvo Director	0.15	53.48	312	25.00%	16,686	4,171	20,857	139,048	15%	Lead development and execution of key actions; manage timeline and budgets.
12	Cristen Sayegh Advertising & Marketing Specialist	0.15	22.25	312	25.00%	6,942	1,736	8,678	57,850	15%	Lead social media and website content development; press and media relations; marketing and outreach materials development from the corporate office.
13	Felix Bada Graphic Designer and Developer	0.15	32.50	312	25.00%	10,140	2,535	12,675	84,500	15%	Website design and development; website maintenance and technical support; graphic design.
14	TBH Media & Communications Specialist	1.00	22.00	2,080	25.00%	45,760	11,440	57,200	57,200	100%	Social media and website content development; press



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

ORGANIZATION: Child Care Resource Center	DIRECTOR: Ellen Cervantes, Michael Olenick, PhD.	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Quality Rating Improvement System	PROGRAM DIRECTOR: James Moses, Susan Savage, Susan Montalvo, Eileen Friscia	TOTAL BUDGET: \$ 1,570,359.00
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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
		A	B	C	D	E	F	G	H	I	J
I.	SALARIES & BENEFITS										
	Program Administrative Staff:										
15	TBH Grant Accountant	1.00	30.00	2,080	25.00%	62,400	15,600	78,000	78,000	100%	Full fiscal grant management responsibilities.
16	TBH Finance Assistant	0.50	16.00	1,040	25.00%	16,640	4,160	20,800	41,600	50%	Fiscal documentation support.
17	James Moses Regional Director	0.15	49.00	312	25.00%	15,288	3,822	19,110	127,400	15%	Agency liason between First 5 San Bernardino and CCRC staff.
	Total Salaries & Benefits					\$ 579,872	\$ 144,968	\$ 724,840	\$ 1,292,798		



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

ORGANIZATION: Child Care Resource Center	DIRECTOR: Ellen Cervantes, Michael Olenick, PhD.	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Quality Rating Improvement System	PROGRAM DIRECTOR: James Moses, Susan Savage, Susan Montalvo	TOTAL BUDGET: \$ 1,570,359
INITIATIVE: Education	FINANCE OFFICER: Jennifer Patricio, Reporting & Analysis Manager	RFP/CONTRACT # EC031

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:	
RESEARCH				
1 General Office Supplies	0.01%	200	Allocated for general office supplies.	
2 Cell phone /Charger	0.04%	600	Cell phone, with charger included, and a mobile hotspot for Senior Research Analyst.	
3 Cell Phone Service	0.05%	720	Cell phone service for Senior Research Analyst at \$60/mo for 12 months.	
4 1 new Dell Computer for new Reseach Analyst	0.06%	1,000	Includes cost of a docking station.	
5 SPSS and software licenses	0.03%	500	Industry standard,comprehensive, system for analyzing data.	
6 VerticalChange User Accounts	1.15%	18,000	Up to 30 user accounts for 18K a year	
7 VerticalChange Customer Service	1.99%	31,200	System configuration of up to 26 hours	
8 VerticalChange Development	2.98%	46,800	Calculated at \$1,800/hour for 26 hours	
9 VerticalChange Travel	0.16%	2,500	Travel costs related to VerticalChange training	
RESOURCE & REFERRAL				
10 Computer and Tablets	0.69%	10,800	Computers for 6 staff at \$1,000 each; tablets for 4 coaches at \$1,200 each.	
11 Docking Station and Set Up Accessories	0.24%	3,800	Installation of docking stations needed for 4 professional development coaches.	
12 Printing /Copying	0.15%	2,370	\$780 for parent handouts, \$1,440 for general office printing, and \$150 for business cards.	
13 Cell phone service	0.28%	4,320	Cell phone service at \$60 a month for 6 staff for 12 months.	
14 Desktop phones	0.25%	3,900	\$650 per desktop phone for 6 staff	
15 Postage	0.03%	470	\$0.49 per postage for 8 mailings to 120 families	
16 Advisory Board Meeting Supplies	0.03%	400	\$100 per meeting for 4 meetings total in the fiscal year	
17 Financial Incentives	5.34%	83,800	Calculated at a potential for 76 participants to be rated at incentivizing the rating for \$300, totaling \$22,800; Level 2 will have 22 participants at \$500 each totaling \$11K; Level 3 will have 25 participants at \$750 each; Level 4 will have 20 participants at \$1,000 each; Level 5 will have 9 participants at \$1,250 each. The total financial incentive comes out to \$83,800.	
18 Non-Financial Incentives	1.53%	24,000	Recognition celebration, QRIS plaque, etc. Calculated at \$200 for 120 participants	
19 Technical Assistant Materials	1.91%	30,000	Quality improvement materials up to \$500 per participant for 60 level 3-5 participants	



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

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PROGRAM TITLE: Quality Rating Improvement System	PROGRAM DIRECTOR: James Moses, Susan Savage, Susan Montalvo	TOTAL BUDGET: \$ 1,570,359
INITIATIVE: Education	FINANCE OFFICER: Jennifer Patricio, Reporting & Analysis Manager	RFP/CONTRACT # EC031

20	Health and Safety Materials	11.46%	180,000	Quality improvement materials up to \$3,000 per participant for 60 level 3-5 participants
21	Shelving for Storing Materials	0.02%	360	4 shelving units at \$90 each
22	Containers for Storing Materials	0.02%	240	24 storage containers needed at \$10 each for a total of \$240
23	Office Supplies	0.11%	1,800	General RR supplies for 6 staff at \$300 each
24	Program Support	2.55%	40,000	For an estimated of 80 participants at levels 3-5 @ \$500 each
PROGRAM DIRECT COSTS				
25	Space	4.52%	70,990	Based on allocated square footage per FTE staff.
26	Telephone (Land Lines and Faxes)	0.42%	6,641	Based on allocated FTE staff.
27	Cubicle Pods	1.27%	20,000	Cubicle pods for 8 new FTEs: \$7,500 per pod; 2 needed; \$5,000 for 1 new FTE Manager Office.
28	Chairs	0.17%	2,700	Chairs for 9 new FTE at \$300 each
PROGRAM ADMINISTRATIVE COSTS				
29	Computers - 2 new staff	0.13%	2,000	Computers for 2 staff at \$1,000 each - Grant Accountant & Finance Assistant
30	Office Supplies	0.05%	750	General RR supplies for 2.5 staff at \$300 each
31	Desktop Phones	0.08%	1,300	\$650 per desktop phone for 2 staff
	Total Services & Supplies		\$ 592,161	
III. Communications Expenses:				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Advertising: Facebook/Twitter		3,000	To complete program outreach objectives calculated at \$3K for Facebook/Twitter advertising,
2	Advertising: Press Releases		1,000	To complete program outreach objectives calculated at \$3K for Facebook/Twitter advertising,
3	Advertising: E-newsletters		2,000	To complete program and outreach objectives calculated at \$2K for E-newsletters.
4	Advertising: QRIS Promotional Items		1,000	To complete program and outreach objectives calculated at \$1K for QRIS promotional items.
5	Cellphone/Charger/Hotspot		600	Calculated at \$600 for a cell phone and charger and mobile hotspot for the Advertising and Communications Specialist.



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

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PROGRAM TITLE: Quality Rating Improvement System	PROGRAM DIRECTOR: James Moses, Susan Savage, Susan Montalvo	TOTAL BUDGET: \$ 1,570,359
INITIATIVE: Education	FINANCE OFFICER: Jennifer Patricio, Reporting & Analysis Manager	RFP/CONTRACT # EC031

6	Cellphone Service	720	Cell phone service for the Advertising and Communications Specialist calculated at \$60/month for 12 months.
7	Computer/Docking Station	1,000	1 Dell Computer and docking station for the Advertising and Communications Specialist.
8	Desktop Phone	650	1 new desktop phone for the Advertising and Communications Specialist.
9	Monthly Website Hosting and Technical Support	5,000	Part of Micro Website Development; \$5K includes monthly website hosting and technical support.
10	Photographer and Supplies	2,000	Part of Micro Website Development; \$2K includes photographer and supplies.
11	Communications :Video Production (2 Videos)	5,000	Part of Micro Website Development; \$5K includes production of 2 videos.
12	Postage	2,450	Calculated at \$0.49 for postage for 4,500 pieces.
13	Printing	13,000	\$13K for printing and design of outreach materials, certificates, business cards, posters, flyers, postcards, banners, and participants toolkits.
Total Communications Expenses		\$ 37,420	

IV. TRAVEL

	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
RESEARCH				
1	3-day BUILD National Meeting	2 attendees for research to attend	960	Shares latest research, effective practices, innovations, and ideas in the development, implementation, and revision of quality rating and improvement systems. Estimated for 2 attendees: hotel \$150/night each, M&I \$60/ day each
2	Local Meetings	Local meetings for Research staff	1,000	For travel expenses and meeting materials; Senior Research Analyst required to attend.
RESOURCE & REFERRAL				
3	Employee Mileage (Semi-monthly Visits)	Semi-monthly coach visits to 60 Level 1 and 2 participants	38,880	Visits to 60 participants at 50 mies round trip, 2 times per month for a total of 3,000 miles per month at \$0.54 per mile



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

ORGANIZATION: Child Care Resource Center	DIRECTOR: Ellen Cervantes, Michael Olenick, PhD.	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Quality Rating Improvement System	PROGRAM DIRECTOR: James Moses, Susan Savage, Susan Montalvo	TOTAL BUDGET: \$ 1,570,359
INITIATIVE: Education	FINANCE OFFICER: Jennifer Patricio, Reporting & Analysis Manager	RFP/CONTRACT # EC031

4	Employee Mileage (Monthly Visits)	Monthly coach visits to 33 Level 3 participants	10,692	Visits to 33 participants at 50 miles round trip once a month for a total of 1,650 miles per month at \$0.54 per mile
5	Employee Mileage (Quarterly Visits)	Quarterly coach visits to 27 Level 4 participants	2,916	Visits to 27 participants at 50 miles round trip once a quarter for a total of 1,350 miles per quarter at \$0.54 per mile
6	Mileage for Meetings	Mileage for reimbursement for meetings for RR staff	2,592	Estimated at 400 miles a month x 12 mo. At \$0.54 per mile
7	Local Meetings	Mileage reimbursement for meetings for Communications staff	800	Estimated at 123 miles a month x 12 mo. At \$0.54 per mile
	Total Travel		57,840	
V. Training Expenses:				
	Organization Name: Resource & Referral		TOTAL F5SB BUDGET	Description/Justification:
1	Professional Development		13,500	For various conferences, workshops, and training and certifications throughout the fiscal year; \$2,250 per 6 staff
2	ASQ- 3 Training		510	Ages and Stages Questionnaire for 6 staff at \$85 each
3	ASQ SE Training		510	Emotional training tool for children in Ages and Stages Questionnaires
4	Desired Results Developmental Profile (DRDP)		600	For staff to be able to support participants moving into higher levels of QRIS matrix; \$100 per 6 staff
	Total Training Expenses		15,120	
VII. INDIRECT COSTS				
	Percent:	10% of total budget	142,978	
	Basis:			
	Total Indirect Costs		\$ 142,978	
TOTAL FIRST 5 BUDGET			\$ 1,570,359	



Program Outline Document 2016-2017

AGENCY INFORMATION

		Contract #:	<u>EC032</u>
Legal Entity:	<u>University Enterprises Corporation</u>		
Dept./Division:	<u>Institute of Child Development & Family Relations</u>		
Project Name:	<u>Quality Rating Improvement System-QRIS</u>		
Address:	<u>5500 University Parkway</u> <u>San Bernardino, CA 92407</u>	Phone #:	<u>909-537-5918</u>
Website:	<u>Uec.csusb.edu</u>	Fax #:	<u>909-537-7036</u>
Program Site Address:	<u>5500 University Parkway</u> <u>San Bernardino, CA 92407</u> <u>Choose an item.</u>	Client Referral Phone #	<u>909-537-3679</u>

CONTACT INFORMATION

SIGNING AUTHORITY

Name:	<u>Jeff Thompson</u>	Title:	<u>Associate Provost for Research</u>
Address:	<u>5500 University Parkway</u> <u>San Bernardino, CA 92407</u>	Direct Phone #:	<u>909-537-5315</u>
E-Mail:	<u>jthomps@csusb.edu</u>	Fax #:	<u>909-537-7028</u>

CONTRACT REPRESENTATIVE

Name:	<u>Diane Trujillo</u>	Title:	<u>Director, Sponsored Programs Administration</u>
Address:	<u>5500 University Parkway</u> <u>San Bernardino, CA 92407</u>	Direct Phone #:	<u>909-537-3664</u>
E-Mail:	<u>dianet@csusb.edu</u>	Fax #:	<u>909-537-7028</u>

PROGRAM CONTACT

Name:	<u>Mark Agars</u>	Title:	<u>Professor & Director, Institute of Child Development & Family Relations</u>
Address:	<u>5500 University Parkway</u> <u>San Bernardino, CA 92407</u>	Direct Phone #:	<u>909-537-3679</u>
E-Mail:	<u>magars@csusb.edu</u>	Fax #:	<u>909-537-7028</u>

FISCAL CONTACT

Name: Diane Trujillo **Title:** Director, Sponsored Programs Administration
Address: 5500 University Parkway **Direct Phone #:** 909-537-3664
San Bernardino, CA 92407 **Fax #:** 909-537-7028
E-Mail: dianet@csusb.edu

ADDITIONAL CONTACT (Describe): Choose an item.

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

PROGRAM INFORMATION

TYPE OF AGENCY

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

FIRST 5 FOCUS AREA

STRATEGY

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

PROGRAM DESCRIPTION

CSUSB Operational Lead for Assessment

SERVICE AREA (LOCATIONS)

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.

*CSUSB Operational Lead for Higher-Education component of QI
 The Institute for Child Development and Family Relations (ICDFR) at CSUSB will serve as the operational lead for the higher-education component of QI. This will include conducting a needs assessment of agencies and a resource assessment of available educational opportunities. This will also include the coordination of 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.*

COMMISSION LEVEL OUTCOMES

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

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

Expectation(s): See attachment A of contract EC032

Outcome(s): See attachment A of contract EC032

ASSIGNED ANALYST: Chrystina Smith-Rasshan

CONTRACT AMOUNT

Fiscal Year	Amount
2016-2017	\$ <u>288,749</u>
Choose an item.	\$ _____
Choose an item.	\$ _____
Total	\$ <u>288,749</u>

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

<i>FOR COMMISSION USE ONLY</i>						
<input checked="" type="checkbox"/> New	Vendor Code FOUNDAT343 F		SC	Dept. 903	A	Contract Number EC032
<input type="checkbox"/> Change						
<input type="checkbox"/> Cancel						
Organization Children and Families Commission			Dept. 903	Orgn. IMPT	Contractor's License No.	
Commission Representative Cindy Faulkner, Operations Manager			Telephone 909-386-7706		Total Contract Amount \$288,749	
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 6, 2016		Contract End Date June 30, 2017		Original Amount \$288,749
Fund RRC	Dept. 903	Organization IMPT	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No. QRISFY17	Amount \$288,749
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use San Bernardino County QRIS Operational Lead			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY
			16-17	288,749		

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):

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

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

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

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

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I. DEFINITIONS

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

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

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

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

Assessment: Screening tool used to assess indicators included in the QRIS criteria used to measure the ECE program and assign a rating. Examples of categories of standards include licensing compliance, ratios, health and safety, curriculum, physical environment, teacher/director qualifications and professional development, family involvement, administration and management, diversity, inclusion, Early Learning Standards, child assessment, and accreditation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or

by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

Improve and Maximize Programs so All Children Thrive (IMPACT): Is an innovative approach that forges partnerships between First 5 California and counties to achieve the goal of helping children ages 0 to 5 and their families thrive by increasing the number of high-quality early learning settings, including supporting and engaging families in the early learning process. Supporting more settings to achieve high-quality standards helps ensure more of California's children enter school with the skills, knowledge, and dispositions necessary to be successful. This provides families the information and support they need to promote and optimize their children's development and learning, both inside and outside the home.

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

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

Key Decision Makers (KDM): Provides leadership, coordination and serves as the lead for implementation of operational structure. Develop financing strategies for long term sustainability, systems building, capacity building, policy & advocacy.

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

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

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

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

Operational Lead: In San Bernardino County, the QRIS is operated through a partnership of leading organizations. As the QRIS is being developed, this structure will continue to be refined to ensure that the system is effectively operating. The core components of the QRIS are operated by identified organizations known as "Operational Leads" to oversee and carry out their part of the project deliverables.

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

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

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

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

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

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

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

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

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

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

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

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

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

Quality Rating Improvement System (QRIS): A QRIS is a systemic approach to assess, improve, and communicate the level of quality in early and school-age care and education programs. QRIS award quality ratings to early and school-age care and education programs that meet a set of defined program standards.

Rating: Method for determining rating steps, i.e. star levels. The process documents that an ECE program has met the standards for a specific level and is assigned a rating. The number of levels included in the QRIS structure are designed with an easily understood symbol indicating ascending quality with stars. Participating early childhood programs develop program improvement plans after they receive a full rating and commit to engaging in an ongoing continuous quality improvement process between rating visits.

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

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

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

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

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

Resource Center: A facility to which children, prenatal through age five, and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management (see definition for Case Management).

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

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

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

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

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

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

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

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

Uninsured: individuals not covered by health insurance.

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

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

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

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

Initial Here

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

- C. Contractor shall coordinate with appropriate agencies to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.
- D. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.
- E. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.
- F. Contractor's Scope of Work (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 Scope of Work (Attachment A) and the data collection system, the information in the system will take precedence over the Scope of Work 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 of the Scope of Work 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 II.

Initial Here

III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated

Commission employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "Commission Administrative Official" is defined as a member of the Commission or such Administrative Staff.

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

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

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

O. Child Abuse Reporting

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

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

P. Department of Justice Clearance

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

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

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Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

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

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

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

Any failure, actual or alleged, on the part of the Commission to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Commission.
11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the

Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

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

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

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

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

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

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

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

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

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

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

- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits
or
Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
or
Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.
If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Americans with Disabilities Act

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

X. Attorney’s Fees

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

Y. 2-1-1 Registration

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

Z. Ownership Rights

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

AA. Attribution

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

BB. Incongruous Activities

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

CC. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: www.first5sanbernardino.org. 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 Scope of Work (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

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

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▪ Fiscal Reports

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

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

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

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▪ Asset Report

Contractor shall report all assets worth \$500 or more purchased with First 5 funds utilizing tools provided by the Commission for that purpose. The Straight Line method of depreciation will be

applied to determine value. Closing Asset reports shall be submitted to the Commission staff no less than thirty (30) days prior to the normal conclusion of a Contract. If the Contract is terminated early under any fiscal provision or due to correction of performance deficiencies, Contractor shall submit the Closing Asset report within ten (10) business days of receiving notice of Contract termination.

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

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DD. Pro-Children Act of 1994

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

EE. Environmental Regulations

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

- a. The Contractor certifies that it and any potential subcontractors:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;
 - 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
 - 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
- b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

GG. Recycled Paper Products

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

IV. COMMISSION RESPONSIBILITIES

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

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$288,749 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.

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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.

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E. Supplanting of Funds

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

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

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

H. Budget Line Item Variance

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

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

I. Procurement

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

J. Fixed Assets

The purchase of any equipment, materials, supplies or property of any kind, including items such as publications and copyrights, which have a single unit cost of \$5000 or more, including tax, and was

not included in Contractor's approved budget, shall require the prior written approval of the Executive Director of the Commission. Any such purchase shall directly relate to Contractor's services or activities under the terms of the Contract.

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

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

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

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VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

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E. Recovery of Investigation and Audit Costs

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

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

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

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

VIII. TERM

A. This Contract is effective commencing July 6, 2016 and expires June 30, 2017, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for one (1) additional one (1)-year period by mutual agreement of the parties.
- D. Continuation of this Contract for each fiscal year after June 30, 2017 is contingent on a Scope of Work 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: University Enterprises Corporation
5500 University Parkway
San Bernardino, CA 92407

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

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

cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

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

B. Civil Rights Compliance

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

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

continued on next page

XIII. CONCLUSION

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

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

UNIVERSITY ENTERPRISES CORPORATION

Legal Entity

▶ _____
Authorized Signature

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Jeff Thompson
Printed Name

Commission Chair
Title

Associate Provost for Research
Title

Dated

Dated

Official Stamp

Reviewed for Processing

Approved as to Legal Form

Presented to Commission for
Signature

▶ _____
Cindy Faulkner
Operations Manager

▶ _____
Sophie Akins
Commission Counsel

▶ _____
Karen E. Scott
Executive Director

Date

Date

Date



San Bernardino County QRIS
Operational Lead Scope of Work

ATTACHMENT A
EC032

Agency: University Enterprises Corporation/Cal State Univ. San Bernardino		Fiscal Year(s): 2016-2017	
Agency QRIS Contact: Amanda Wilcox-Herzog		Phone: 909-537-7341 Email: awilcox@csusb.edu	
Agency role in QRIS (<i>Provide an overview of your agency's role as an operational lead in the QRIS partnership. Include responsibilities and activities that agency staff will engage in</i>):			
<p>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. Personnel costs associated with this role include a Faculty member project lead (Amanda Wilcox); a one half-time graduate student assistant (Individual TBD) to coordinate day to day activities and site visits; eight assessors (individuals TBD) who will be trained in CLASS and ERS, and who will travel to sites, conduct assessments, and enter data into Vertical Change; and 10% FTE administrative support (ICDFR Admin).</p> <p>In addition to personnel costs, costs for training and recertification in CLASS and ERS for each assessor are included in the budget. These are requirements for the assessment process. Costs of training and recertification are based on professional requirements for CLASS and ERS assessors. The budget also includes travel costs and per diem for assessors to travel to cite location and complete assessments, as well as up-front costs to purchase tablets for assessors in order to complete their assessments.</p> <p>The lead agency (ICDFR at CSUSB) will provide in-kind support including office space and computer access for the project lead and graduate student assistants, a shared workstation for assessors, and meeting space for the project team.</p>			
Staff (<i>list all staff members that will have a role in the QRIS</i>):			
Name: Amanda Wilcox-Herzog	FTE: .22	Rate: \$27,085/year (includes benefits)	Bilingual (Spanish): Y <input type="checkbox"/> N <input checked="" type="checkbox"/>
Individual role in QRIS: Assessment Lead			
Professional experience relevant to role in QRIS: Ph.D. in CD and 20+ years' experience in ECE			
Name: TBD	FTE: .50	Rate: \$16,323/year (includes benefits)	Bilingual (Spanish): Y <input type="checkbox"/> N <input type="checkbox"/>
Individual role in QRIS: Graduate Coordinator			
Professional experience relevant to role in QRIS:			
Name: TBD	FTE: .10	Rate: \$5,537/year (includes benefits)	Bilingual (Spanish): Y <input type="checkbox"/> N <input type="checkbox"/>
Individual role in QRIS: Admin Support			
Professional experience relevant to role in QRIS:			
Name: TBD	FTE: 1.12	Rate: \$77,785/year (include benefits)	Bilingual (Spanish): Y <input type="checkbox"/> N <input type="checkbox"/>
Individual role in QRIS: Assessors (8 at .14 FTE)			
Professional experience relevant to role in QRIS: Graduate training in ECE/CD, professional experience in early childhood programs			



Agency: University Enterprises Corporation/Cal State Univ. San Bernardino		Fiscal Year(s): 2016-2017	
Agency QRIS Contact: Mark Agars		Phone: 909-537-7341 Email: magars@csusb.edu	
Agency role in QRIS (<i>Provide an overview of your agency's role as an operational lead in the QRIS partnership. Include responsibilities and activities that agency staff will engage in:</i>)			
CSUSB Operational Lead for Higher-Education Component of QI			
<p>The Institute for Child Development and Family Relations (ICDFR) at CSUSB will serve as the operational lead for the higher-education component of QI. This will include conducting a needs assessment of agencies and a resource assessment of available educational opportunities. This will also include the coordination of 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.</p> <p>Personnel costs associated with this role include a faculty member project lead (Mark Agars), a one half-time graduate student assistant (Individual TBD) to coordinate project activities, and 10% FTE administrative support (ICDFR Admin).</p> <p>In addition to personnel costs, stipends for the development of new or accessible education opportunities are also included in the budget. These will be competitively awarded to interested educational partners. The budget also includes costs for the development and distribution of brochures and other written material to be shared with agencies in the community in order to increase awareness.</p> <p>The lead agency (ICDFR at CSUSB) will provide in-kind support including office space, computer access, phone and email for the project lead and graduate student assistants, and meeting space for the project team.</p>			
Staff (<i>list all staff members that will have a role in the QRIS</i>):			
Name: Mark Agars	FTE: .22 (academic year)	Rate: \$27,026/year (includes benefits)	Bilingual (Spanish): Y <input type="checkbox"/> N <input checked="" type="checkbox"/>
Individual role in QRIS: Higher Ed QI Lead			
Professional experience relevant to role in QRIS: Director CSUSB ICDFR			
Name: TBD	FTE: .50	Rate: \$16,335/year (includes benefits)	Bilingual (Spanish): Y <input type="checkbox"/> N <input type="checkbox"/>
Individual role in QRIS: Graduate Coordinator			
Professional experience relevant to role in QRIS:			
Name: TBD	FTE: .10	Rate: \$5,537/year (includes benefits)	Bilingual (Spanish): Y <input type="checkbox"/> N <input type="checkbox"/>
Individual role in QRIS: Admin Support			
Professional experience relevant to role in QRIS:			



San Bernardino County QRIS
Operational Lead Scope of Work

ATTACHMENT A
EC032

Grant supported costs					
Total FTE costs: \$ 175,626	Other costs: \$113,123 <i>(describe):</i> Assessor training and re-certification, travel, per diem, supplies, tablets for field, indirect costs; training and re-certification for up to 10 assessors, mileage and per diem for assessors in the field, general project supplies, and tablets for each assessor to record data, 20% indirect.		Total: \$288,749		
Agency In-Kind contributions:					
FTE: Role:	Materials and Supplies: Items:	Mileage: Purpose of Travel:	Other: Activities:		
Total \$ amount budgeted for QRIS: \$288,749					
Targets		N/A <input type="checkbox"/>			
Assessments:		Ratings:		QI (Coaching):	
Activities:	46 sites	Activities:		Activities:	
Head Start:	9	Head Start:		Head Start:	
CSPP:	23	CSPP:		CSPP:	
FCC:	8	FCC:		FCC:	
Private:	3	Private:		Private:	
LEC:	3	LEC:		LEC:	
FNN:		FNN:		FNN:	
Other activities and responsibilities <i>(Describe activities in outreach, enrollments, meetings, trainings, orientations, pre-rating support, communications, evaluations, other):</i> See above description of agency role.					
All agency activities and functions relevant to QRIS will be outlined in processes and protocols to be approved by the QRIS Key Decision Makers team.					
Data reporting: Agency will submit data in approved database(s) as outlined by reporting requirements designed by First 5 San Bernardino and partnering agencies for the purpose of evaluation and in accordance with reporting requirements of outside grants (IMPACT, CDE Infant/Toddler, other)					
Signing Authority Signature:				Date:	



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

ORGANIZATION: University Enterprises Corporation at CSUSB	DIRECTOR: John Griffin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Quality Rating and Improvement System	PROGRAM DIRECTOR: Mark Agars	TOTAL BUDGET: \$ 288,749
INITIATIVE: Education	FINANCE OFFICER: Diane Trujillo	RFP/CONTRACT #: EC032

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	Amanda Wilcox Faculty Assessment Lead	0.22	48.08	458	0.23	22,021	5,065	27,085	123,008	22%	The faculty member lead for Assessment will be responsible for the coordination and facilitation of all assessors in the QRIS process. This will include recruitment, hiring, and training of all assessors; approving assessor assignments; and maintaining quality assurances of the assessors involved. The faculty lead will also supervise the graduate assistant coordinator and administrative assistant in managing project activities.
2	TBD Grad Student Coordinator 1	0.50	14.15	1,040	0.11	14,716	1,607	16,323	32,647	50%	Assessors will be responsible for conducting ERS and/or CLASS assessments for sites participating in the QRIS. Assessors will be required to become certified and maintain certification in ERS and CLASS assessments. Assessors will provide assessment data to be entered into the QRIS database.
3	TBD Assessor1	0.14	30.00	292	0.11	8,760	957	9,717	69,216	14%	The graduate student coordinator for assessment will handle day-to-day responsibilities for coordinating and organizing assessors. The assistant will provide support as needed to the faculty lead.



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

ORGANIZATION: University Enterprises Corporation at CSUSB	DIRECTOR: John Griffin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Quality Rating and Improvement System	PROGRAM DIRECTOR: Mark Agars	TOTAL BUDGET: \$ 288,749
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LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
4	TBD Admin Support (20% FTE)	0.20	24.00	416	0.11	9,984	1,091	11,075	55,373	20%	The administrative support person will provide administrative and office support for both faculty leads. This will include handling phone and email communications, scheduling individual and group activities, filing and creating spreadsheets, making traveling and event plans, assisting with personnel paperwork and processing.
5	Mark Agars Faculty Higher Ed Lead	0.22	48.08	457	0.23	21,973	5,054	27,026	123,008	22%	The faculty lead for Higher Education will be responsible for developing and coordinating the collaboration of higher education institutions in developing accessible paths to certifications and degrees for early childhood educators. This will include overseeing asset mapping and needs assessment around high education. It will also include developing and overseeing the
6	TBD Grad Student Coordinator2	0.50	14.15	1,040	0.11	14,716	1,619	16,335	32,670	50%	The graduate student coordinator for higher education will provide direct support to the faculty lead. This will include handling day-to-day communication of project activities; carrying out targeted research tasks as directed; coordinating and communicating with project team members from other higher education partners in the coordination and completion of group tasks.



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

ORGANIZATION: University Enterprises Corporation at CSUSB	DIRECTOR: John Griffin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Quality Rating and Improvement System	PROGRAM DIRECTOR: Mark Agars	TOTAL BUDGET: \$ 288,749
INITIATIVE: Education	FINANCE OFFICER: Diane Trujillo	RFP/CONTRACT #: EC032

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
7	TBD Assessor2	0.14	30.00	292	0.11	8,760	964	9,724	69,264	14%	Assessors will be responsible for conducting ERS and/or CLASS assessments for sites participating in the QRIS. Assessors will be required to become certified and maintain certification in ERS and CLASS assessments. Assessors will provide assessment data to be entered into the QRIS database.
8	TBD Assessor3	0.14	30.00	292	0.11	8,760	964	9,724	69,264	14%	Assessors will be responsible for conducting ERS and/or CLASS assessments for sites participating in the QRIS. Assessors will be required to become certified and maintain certification in ERS and CLASS assessments. Assessors will provide assessment data to be entered into the QRIS database.
9	TBD Assessor4	0.14	30.00	292	0.11	8,760	964	9,724	69,264	14%	Assessors will be responsible for conducting ERS and/or CLASS assessments for sites participating in the QRIS. Assessors will be required to become certified and maintain certification in ERS and CLASS assessments. Assessors will provide assessment data to be entered into the QRIS database.



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

ORGANIZATION: University Enterprises Corporation at CSUSB	DIRECTOR: John Griffin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Quality Rating and Improvement System	PROGRAM DIRECTOR: Mark Agars	TOTAL BUDGET: \$ 288,749
INITIATIVE: Education	FINANCE OFFICER: Diane Trujillo	RFP/CONTRACT #: EC032

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 Assessor5	0.14	30.00	292	0.11	8,760	964	9,724	69,264	14%	Assessors will be responsible for conducting ERS and/or CLASS assessments for sites participating in the QRIS. Assessors will be required to become certified and maintain certification in ERS and CLASS assessments. Assessors will provide assessment data to be entered into the QRIS database.
11	TBD Assessor6	0.14	30.00	292	0.11	8,760	964	9,724	69,264	14%	Assessors will be responsible for conducting ERS and/or CLASS assessments for sites participating in the QRIS. Assessors will be required to become certified and maintain certification in ERS and CLASS assessments. Assessors will provide assessment data to be entered into the QRIS database.
12	TBD Assessor7	0.14	30.00	292	0.11	8,760	964	9,724	69,264	14%	Assessors will be responsible for conducting ERS and/or CLASS assessments for sites participating in the QRIS. Assessors will be required to become certified and maintain certification in ERS and CLASS assessments. Assessors will provide assessment data to be entered into the QRIS database.



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

ORGANIZATION: University Enterprises Corporation at CSUSB	DIRECTOR: John Griffin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Quality Rating and Improvement System	PROGRAM DIRECTOR: Mark Agars	TOTAL BUDGET: \$ 288,749
INITIATIVE: Education	FINANCE OFFICER: Diane Trujillo	RFP/CONTRACT #: EC032

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
13	TBD Assessor8	0.14	30.00	292	0.11	8,760	964	9,724	69,264	14%	Assessors will be responsible for conducting ERS and/or CLASS assessments for sites participating in the QRIS. Assessors will be required to become certified and maintain certification in ERS and CLASS assessments. Assessors will provide assessment data to be entered into the QRIS database.
Total Salaries & Benefits						\$ 153,489	\$ 22,137	\$ 175,626	\$ 920,769		



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

ORGANIZATION: University Enterprises Corporation at CSUSB	DIRECTOR: John Griffin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Quality Rating and Improvement System	PROGRAM DIRECTOR: Mark Agars	TOTAL BUDGET: \$ 288,749
INITIATIVE: Education	FINANCE OFFICER: Diane Trujillo	RFP/CONTRACT #: EC032

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	Materials & supplies	4%	\$ 12,000	Expendable office supplies; tablets for the field (8); communication and outreach/marketing material
2	Assessor training & recertification	10%	\$ 30,000	Either consultant training or in-house training of student assessors
3	Provider incentives/stipends	7%	\$ 20,000	Four stipends of \$5000 each for participating higher ED institutions.
Total Services & Supplies			\$ 62,000	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1				
Total Food			\$ -	
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1	provider sites	Ground travel & per diem	\$ 3,900	Local travel by personal vehicle to provider sites, and per diem for day long trips.
Total Travel			\$ 3,900	
V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:
1				



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

ORGANIZATION: University Enterprises Corporation at CSUSB	DIRECTOR: John Griffin	PROGRAM YEAR: 2016-2017
PROGRAM TITLE: Quality Rating and Improvement System	PROGRAM DIRECTOR: Mark Agars	TOTAL BUDGET: \$ 288,749
INITIATIVE: Education	FINANCE OFFICER: Diane Trujillo	RFP/CONTRACT #: EC032
Total Subcontractors	-	
VI. INDIRECT COSTS		
Percent: 20%		
Basis: \$236,144	\$ 47,223	
Total Indirect Costs	\$ 47,223	
TOTAL FIRST 5 BUDGET	\$ 288,749	