

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



Contract Number

20-0791

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Children and Families Commission
Contractor Representative	Mercedes Logans
Telephone Number	909-386-7706
Contract Term	August 25, 2020 through June 30, 2023
Original Contract Amount	Revenue
Amendment Amount	
Total Contract Amount	Revenue
Cost Center	

Briefly describe the general nature of the contract: Funding agreement with the Children and Families Commission for San Bernardino County, for the Arrowhead Regional Medical Center Breathmobile® Program, in the amount of \$1,086,537, for the period of August 25, 2020 through June 30, 2023.

FOR COUNTY USE ONLY

Approved as to Legal Form


Michael Markel, Principal Assistant County Counsel

Date 8-14-20

Reviewed for Contract Compliance



Date _____

Reviewed/Approved by Department


William L. Gilbert, Director

Date 8/17/2020

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY

STANDARD CONTRACT**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel		Vendor Code 50000558	SC	Dept. 903	A	FOR COMMISSION USE ONLY Contract Number HW059	
Organization Children and Families Commission						Contractor's License No.	
Commission Representative Cindy Faulkner, Assistant Director				Telephone 909-386-7706		Total Contract Amount \$1,086,537	
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code 95200	Contract Start Date August 25, 2020	Contract End Date June 30, 2023	Original Amount	Amendment Amount			
Cost Center 9033009900	GL Account 53003357	Internal Order No. 1000731	Amount \$362,179				
Cost Center	GL Account	Internal Order No.	Amount				
Cost Center	GL Account	Internal Order No.	Amount				
Abbreviated Use Early Screening & Intervention- Asthma-Breathmobile		FY	Estimated Payment Amount	I/D	Total by Fiscal Year		
		20-21	\$362,179		FY	Amount	I/D
		21-22	\$362,179				
		22-23	\$362,179				

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)

County of San Bernardino

Department/Division

Arrowhead Regional Medical Center

Address

400 North Pepper Avenue

Colton, CA 92324

Phone

(909) 580-1000

Federal ID No.

95-6002748

Program Address (if different from legal address):

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

WHEREAS, the Commission has been authorized by these cited references and by 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

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


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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

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

O. Child Abuse Reporting

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

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



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P. Department of Justice Clearance

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

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



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Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the

Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

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

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

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

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

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

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

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

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

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

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

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

- 5) Personal injury
 - 6) Contractual liability.
 - 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
- If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
- If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits
- or
- Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
- or
- Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.
- If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.
- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- g. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Attorney's Fees and Costs

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

X. Ownership Rights

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

Y. Attribution

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

Z. Incongruous Activities

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

AA. Reports

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


FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

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

▪ Program Reports

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

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



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▪ Fiscal Reports

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

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

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

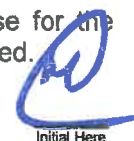


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▪ Asset Report

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

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



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BB. Pro-Children Act of 1994

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

CC. Debarment, Suspension, and Other Responsibility Matters

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

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

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

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

DD. Conflict Resolution

The Commission and the County agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution through the appropriate chain of command, as deemed necessary.

FF. Environmental Requirements

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

IV. COMMISSION RESPONSIBILITIES

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

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$1,086,537 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

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



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B. Payment Provisions

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

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

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

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

C. EFT Payments

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

D. Allowable Costs

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

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

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

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

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

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

E. Supplanting of Funds

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

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

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

H. Budget Line Item Variance

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

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

I. Procurement

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

J. Fixed Assets

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

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

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

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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



VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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



E. Recovery of Investigation and Audit Costs

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:
- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
 - Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
 - Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;
 - Withhold funds pending duration of the breach; and/or
 - Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
 - Provide a 30-day notice to terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- B. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.
- C. The Executive Director of the Commission is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.
- D. The Director of ARMC may exercise County's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

VIII. TERM

- A. This Contract is effective commencing August 25, 2020 and expires June 30, 2023, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.
- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Director of ARMC may exercise this right on behalf of the County. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for two (2) additional one (1)-year periods by mutual agreement of the parties.
- D. Continuation of this Contract for each fiscal year after June 30, 2023 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.



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IX. GENERAL PROVISIONS

A. Notices

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

Contractor: County of San Bernardino
Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, CA 92324

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

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- D. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and Commission.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
- G. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.


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X. NONDISCRIMINATION

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

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

2. Civil Rights Compliance

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

D. Sexual Harassment

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

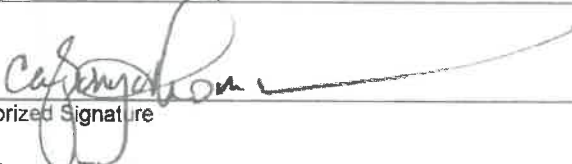
For the purposes of this provision "key employees" includes any individuals providing direct service to the Commission. "Key employees" do not include clerical personnel providing service at the Contractor's offices or locations.

continued on next page

XI. CONCLUSION


- A. This Contract, consisting of 21 pages and Attachments A and B inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A and B are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

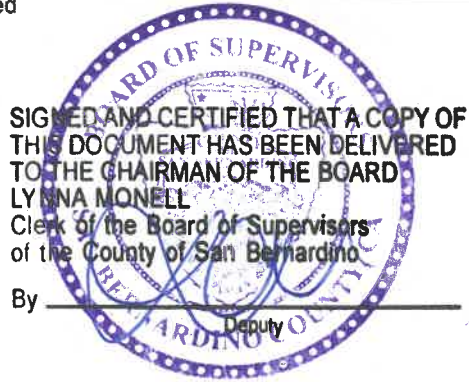
**CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY**

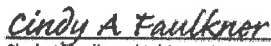

 Authorized Signature
CaSonya Thomas
 Printed Name
 Commission Chair
 Title
 8/5/2020
 Dated


Official Stamp

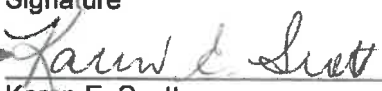
COUNTY OF SAN BERNARDINO

Legal Entity

 Authorized Signature
Curt Hagman
 Printed Name
 Chairman, Board of Supervisors
 Title
 AUG 25 2020
 Dated



Reviewed for Processing

 Cindy A. Faulkner (Jul 31, 2020 10:00 PDT)
Cindy Faulkner
 Assistant Director
 Jul 31, 2020
 Date

Approved as to Legal Form

 Sophie Akins (Jul 31, 2020 09:35 PDT)
Sophie Akins
 Commission Counsel
 Jul 31, 2020
 Date

Presented to Commission for
 Signature

Karen E. Scott
 Executive Director
 07/31/2020
 Date

Strategic Priority Area: Child Health:
Investment Areas: Direct Services: For children prenatal to age 5 & their families
 Supportive Strategies: Research & Evaluation, Policy, Communications, Advocacy, Countywide Collaboration and Statewide/First 5 Networks Efforts



Agency Name: Arrowhead Regional Medical Center
Contract #: HW059
Program Name: Breathmobile
Fiscal Year: 2020 – 2023
Service Area: Countywide

Expectations	Support improved health outcomes for children 0-5 assisting parents/caregivers in navigating and receiving appropriate services			
Activity	Objective	Activity	Dosage	Verification
400 children will receive Asthma Screenings and 240 parents will receive Asthma Education services				
Determine if children are at risk for asthma and find the cause of their symptoms		Asthma Screening	Ongoing	Reporting in Persimmony
Early screening and intervention for special needs		Developmental Screening	One per child	Aggregate data entered in Persimmony
Provide education and resources to parent/caregiver for the management of asthma effects		Asthma Education	One per family	Aggregate data entered in Persimmony

Program Description:
 The Arrowhead Regional Medical Center Breathmobile program was established to help care for families of children with asthma in the underserved areas of San Bernardino County. The program provides treatment of asthma and allergies for children 0-5 years of age and provides education to the parents/guardians on asthma management. Beyond the treatment and management of asthma, the program assists parents find available resources for asthma management. The program will also conduct a Digital Marketing Campaign, radio spots, newspaper advertisements, and digital billboards to bring more asthma awareness.

Agency Rep Name: Curt Hagman **Agency Rep Signature:**  **Date Signed:** AUG 25 2020
Reporting Period: Quarterly **Data Type:** Narrative **Due:** By the 15th following quarter end



FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET
 FISCAL YEAR: 2020-2021

ORGANIZATION: Arrowhead Regional Medical Center
 PROGRAM TITLE: Respiratory Care
 INITIATIVE: Investing in Childrens Health
 DIRECTOR: Mark Connolly
 PROGRAM DIRECTOR: Webster Wong, MD (Program Director)
 FINANCE OFFICER: Arvind Oswal

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
Name:		Position:									
1	Mark Connolly	0.05	53,14	100	40%	5,314	2,126	7,440	154,744	5%	Represents, organizes and directs all clinical, and administrative aspects of the Breathmobile Oversees all of the regulatory, and compliance matters. The other 95% of the FTE is paid by ARMC.
2	John Cadavona	0.48	40,55	1000	40%	40,550	16,220	56,770	118,082	48%	Oversees daily operations, staffing, staff development, and evaluation of all patient care activities to include clinic schedules. The other 52% of the FTE is paid by ARMC.
3	Karl Peterson	0.48	34,74	1000	40%	34,740	13,896	48,636	101,163	48%	Assess each patient's physical condition. Evaluate all pertinent testing results in order to evaluate outcomes, and adjust respiratory care to achieve patient care goals by providing treatment focused education. The other 52% of the FTE is paid by ARMC.
4	Josie Manillas	0.48	34,74	1000	40%	34,740	13,896	48,636	101,163	48%	Assess each patient's physical condition. Evaluate all pertinent testing results in order to evaluate outcomes, and adjust respiratory care to achieve patient care goals by providing treatment focused education. The other 52% of the FTE is paid by ARMC.



FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2020-2021

ORGANIZATION:		Arrowhead Regional Medical Center		DIRECTOR:		Mark Connolly		PROGRAM YEAR:		2020-2021	
PROGRAM TITLE:		Respiratory Care		PROGRAM DIRECTOR:		Webster Wong, MD (Program Director)		TOTAL BUDGET:		362,179	
INITIATIVE:		Investing in Childrens Health		FINANCE OFFICER:		Arvind Oswal		RFP/CONTRACT #:		HW059	
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
1.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
5	Nancy Ghab	0.48	24,000	1000	40%	24,000	9,600	33,600	69,888	48%	Assess each patient's physical condition. Evaluate all pertinent testing results in order to evaluate outcomes, and adjust respiratory care to achieve patient care goals by providing treatment focused education. The other 52% of the FTE is paid by ARMC.
6	Marcela Amercua	0.48	24,000	1000	40%	24,000	9,600	33,600	69,888	48%	Assess each patient's physical condition. Evaluate all pertinent testing results in order to evaluate outcomes, and adjust respiratory care to achieve patient care goals by providing treatment focused education. The other 52% of the FTE is paid by ARMC.
7	Michael Acevedo	0.48	19,277	1000	40%	19,270	7,708	26,978	56,114	48%	Establish and promote positive interpersonal relations, greet, interact, offer assistance, answer questions. Register patients, update the MedPeds Trax system. The other 52% of the FTE is paid by ARMC.
8	Bianka Ceballos	0.48	15,820	1000	40%	15,820	6,328	22,148	46,068	48%	Establish and promote positive interpersonal relations, greet, interact, offer assistance, answer questions. Register patients, update the MedPeds Trax system. The other 52% of the FTE is paid by ARMC.
Total Salaries & Benefits						\$ 198,434	\$ 79,374	\$ 277,808	\$ 717,109		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2020-2021**

ORGANIZATION: Arrowhead Regional Medical Center	DIRECTOR: Mark Connolly	PROGRAM YEAR: 2020-2021
PROGRAM TITLE: Respiratory Care	PROGRAM DIRECTOR: Webster Wong, MD (Program Director)	TOTAL BUDGET: 362,179
INITIATIVE: Investing In Childrens Health	FINANCE OFFICER: Arvind Oswal	RFP/CONTRACT #: HW059

ii.	SERVICES & SUPPLIES	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
	Expense:			
1	PROGRAM MATERIALS AND SUPPLIES	0%	\$ 500	Medical Supplies: Metered Dose Inhaler Spacers, Peak Flow Meters, Skin Prick Test Allergy Testing Materials, Filters for Spirometric Pulmonary Function Testing, Pharmaceuticals, Scales, Blood Pressure Cuffs, PPE.
2	PRINTING	0%	\$ 1,000	Brochures and Fliers.
3	OFFICE SUPPLIES	0%	\$ 200	Office Supplies, forms, paper, printers, printer toner, and envelopes.
4	BUILDING/EQUIPMENT MAINTENANCE	2%	\$ 5,561	Minor Equipment, Equipment Repairs, and Services. Motorpool: Equipment Repairs, Maintenance, Annual Insurance Premiums, Fuel, Vehicle repairs.(Tires, Skylight replacement/Resealing, Generator repair and service.
5	UTILITIES	0%	\$ 500	Database Management, Statistical Reporting, Mobile Phones, Routers, and VPN.
6	PROFESSIONAL SERVICES/CONSULTANTS	10%	\$ 35,000	Medical Direction and Staff for Clinical Operation: Arrowhead Pediatric Medical Group provides for the necessary medical staffing (Nurse Practitioners) to support Breathmobile services. Medical Director also provides medical oversight to the clinical Breathmobile staff.
7	DIGITAL MARKETING CAMPAIGN	6%	\$ 20,000	Through Spectrum Internet
8	RADIO SPOTS	2%	\$ 9,000	Radio Ads including Interviews with Dr. Wong
9	NEWSPAPER ADVERTISEMENTS IN ENGLISH AND SPANISH	2%	\$ 6,900	3 months of 1/4 page advertisements in english and Spanish
10	DIGITAL BILLBOARDS	1%	\$ 4,710	One month of fees for Digital Billboard Advertisements



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2020-2021**

ORGANIZATION: Arrowhead Regional Medical Cen	DIRECTOR: Mark Connolly	PROGRAM YEAR: 2020-2021
PROGRAM TITLE: Respiratory Care	PROGRAM DIRECTOR: Webster Wong, MD (Program Director)	TOTAL BUDGET: 362,179
INITIATIVE: Investing In Childrens Health	FINANCE OFFICER: Arvind Oswal	RFP/CONTRACT #: HW059

III.	Total Services & Supplies	\$ 83,371	
	FOOD		
	Event(s):	TOTAL FSSB BUDGET	Description/Justification:
	1 N/A		
	Total Food	\$ -	
IV.	TRAVEL	TOTAL FSSB BUDGET	Description/Justification:
	Destination:		
	1 N/A		
	Total Travel	-	
V.	SUBCONTRACTORS	TOTAL FSSB BUDGET	Description/Justification:
	Organization Name:		
	1 N/A		
	Total Subcontractors	-	
VI.	INDIRECT COSTS		
	Percent:	1,000	Fiscal services, grant oversight, grant reporting, and administrative functions which account for approximately 2.5% of the total grant funding.
	Basis:		
	Total Indirect Costs	1,000	
TOTAL FIRST 5 BUDGET		\$ 362,179	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2021-2022**

ORGANIZATION: Arrowhead Regional Medical Center				DIRECTOR: Mark Connolly				PROGRAM YEAR: 2021-2022			
PROGRAM TITLE: Respiratory Care				PROGRAM DIRECTOR: Webster Wong, MD (Program Director)				TOTAL BUDGET: 362,179			
INITIATIVE: Investing in Childrens Health				FINANCE OFFICER: Arvind Oswal				RFP/CONTRACT #: HWD059			
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
1 Mark Connolly	0.05	53.14	100	40%	5,314	2,126	7,440	154,744	5%	Represents, organizes and directs all clinical, and administrative aspects of the Breathmobile. Oversees all of the regulatory, and compliance matters. The other 95% of the FTE is paid by ARMC.	
2 John Cadavona	0.48	40.55	1000	40%	40,550	16,220	56,770	118,082	48%	Oversees daily operations, staffing, staff development, and evaluation of all patient care activities to include clinic schedules. The other 52% of the FTE is paid by ARMC.	
3 Karl Peterson	0.48	34.74	1000	40%	34,740	13,895	48,635	101,163	48%	Assess each patient's physical condition. Evaluate all pertinent testing results in order to evaluate outcomes, and adjust respiratory care to achieve patient care goals by providing treatment focused education. The other 52% of the FTE is paid by ARMC.	



FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2021-2022

2021-2022

ORGANIZATION:		Arrowhead Regional Medical Center		DIRECTOR:		Mark Connolly		PROGRAM YEAR:		2021-2022	
PROGRAM TITLE:		Respiratory Care		PROGRAM DIRECTOR:		Webster Wong, MD (Program Director)		TOTAL BUDGET:		362,179	
INITIATIVE:		Investing in Children's Health		FINANCE OFFICER:		Arvind Oswal		REP/CONTRACT #:		HW059	
BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	FIRST 5 % OF TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
1. SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
4 Josie Manclias	RCP II	34.74	1000	40%	34,740	13,896	48,636	101,163	48%	Assess each patient's physical condition. Evaluate all pertinent testing results in order to evaluate outcomes, and adjust respiratory care to achieve patient care goals by providing treatment focused education. The other 52% of the FTE is paid by ARMC.	
5 Nancy Graab	LVN II	24.00	1000	40%	24,000	9,600	33,600	69,888	48%	Assess each patient's physical condition. Evaluate all pertinent testing results in order to evaluate outcomes, and adjust respiratory care to achieve patient care goals by providing treatment focused education. The other 52% of the FTE is paid by ARMC.	
6 Marcela Amezcua	LVN	24.00	1000	40%	24,000	9,600	33,600	69,888	48%	Assess each patient's physical condition. Evaluate all pertinent testing results in order to evaluate outcomes, and adjust respiratory care to achieve patient care goals by providing treatment focused education. The other 52% of the FTE is paid by ARMC.	
7 Michael Acevedo	OA II	19.27	1000	40%	19,270	7,708	26,978	56,114	48%	Establish and promote positive interpersonal relations, greet, interact, offer assistance, answer questions. Register patients, update the MedPeds Trax system. The other 52% of the FTE is paid by ARMC.	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2021-2022**

ORGANIZATION: Arrowhead Regional Medical Center		DIRECTOR: Mark Connolly		PROGRAM YEAR: 2021-2022						
PROGRAM TITLE: Respiratory Care		PROGRAM DIRECTOR: Webster Wong, MD (Program Director)		TOTAL BUDGET: 362,179						
INITIATIVE: Investing in Children's Health		FINANCE OFFICER: Arvind Oswal		RFP/CONTRACT #: HWM059						
BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
1. SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
8 Blanca Ceballos	0.48	15.82	1000	40%	15,820	6,328	22,148	46,068	48%	Establish and promote positive interpersonal relations, greet, interact, offer assistance, answer questions. Register patients; update the Medped's Trax system. The other 52% of the FTE is paid by ARMC.
Total Salaries & Benefits					\$ 198,434	\$ 79,374	\$ 277,808	\$ 717,109		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2021-2022**

ORGANIZATION: Arrowhead Regional Medical Cen	DIRECTOR: Mark Connolly	PROGRAM YEAR: 2021-2022
PROGRAM TITLE: Respiratory Care	PROGRAM DIRECTOR: Webster Wong, MD (Program Director)	TOTAL BUDGET: 362,179
INITIATIVE: Investing in Childrens Health	FINANCE OFFICER: Arvind Oswal	RFP/CONTRACT #: HW059

II. SERVICES & SUPPLIES	% of Allocation:	TOTAL FSSB BUDGET (\$)	Description/Justification:
Expense:			
1 PROGRAM MATERIALS AND SUPPLIES	0%	\$ 500	Medical Supplies: Metered Dose Inhaler Spacers, Peak Flow Meters, Skin Prick Test Allergy Testing Materials, Filters for Spirometric Pulmonary Function Testing, Pharmaceuticals, Scales, Blood Pressure Cuffs, PPE.
2 PRINTING	0%	\$ 1,000	Brochures and Fliers.
3 OFFICE SUPPLIES	0%	\$ 200	Office Supplies, forms, paper, printers, printer toner, and envelopes.
4 BUILDING/EQUIPMENT MAINTENANCE	2%	\$ 5,561	Minor Equipment, Equipment Repairs, and Services. Motorpool: Equipment Repairs, Maintenance, Annual Insurance Premiums, Fuel. Vehicle repairs.(Tires, Skylight replacement/Resealing, Generator repair and service.
5 UTILITIES	0%	\$ 500	Database Management, Statistical Reporting, Mobile Phones, Routers, and VPN.
6 PROFESSIONAL SERVICES/CONSULTANTS	10%	\$ 35,000	Medical Direction and Staff for Clinical Operation: Arrowhead Pediatric Medical Group provides for the necessary medical staffing (Nurse Practitioners) to support Breathmobile services. Medical Director also provides medical oversight to the clinical Breathmobile staff.
7 DIGITAL MARKETING CAMPAIGN	6%	\$ 20,000	Through Spectrum Internet
8 RADIO SPOTS	2%	\$ 9,000	Radio Ads including interviews with Dr. Wong
9 NEWS/PAPER ADVERTISEMENTS IN ENGLISH AND SPANISH	2%	\$ 6,900	3 months of 1/4 page advertisements in english and Spanish



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2021-2022**

ORGANIZATION: Arrowhead Regional Medical Center		DIRECTOR: Mark Conolly	PROGRAM YEAR: 2021-2022
PROGRAM TITLE: Respiratory Care		PROGRAM DIRECTOR: Webster Wong, MD (Program Director)	TOTAL BUDGET: 362,179
INITIATIVE: Investing in Childrens Health		FINANCE OFFICER: Arvind Oswal	RFP/CONTRACT #: HW/059
10 DIGITAL BILLBOARDS		1%	\$ 4,710
Total Services & Supplies			\$ 83,371
III. FOOD			
Event(s):		TOTAL FSSB BUDGET	Description/Justification:
1 N/A			
Total Food		\$ -	
IV. TRAVEL			
Destination:		TOTAL FSSB BUDGET	Description/Justification:
1 N/A			
Total Travel			
V. SUBCONTRACTORS			
Organization Name:		TOTAL FSSB BUDGET	Description/Justification:
1 N/A			
Total Subcontractors			
VI. INDIRECT COSTS			
Percent:		1,000	Fiscal services, grant oversight, grant reporting, and administrative functions which accounts for approximately 2.5% of the total grant funding.
Basis:			
Total Indirect Costs		1,000	
TOTAL FIRST 5 BUDGET		\$ 362,179	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2022-2023**

ORGANIZATION:		Arrowhead Regional Medical Center				DIRECTOR:		Mark Connolly				PROGRAM YEAR:		2022-2023	
PROGRAM TITLE:		Respiratory Care				PROGRAM DIRECTOR:		Webster Wong, MD (Program Director)				TOTAL BUDGET:		362,179	
INITIATIVE:		Investing in Children's Health				FINANCE OFFICER:		Arvind Oswal				RFP/CONTRACT #:		HM059	
BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	FIRST 5% OF TOTAL SALARY	DESCRIPTION/ JUSTIFICATION					
I. SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J					
Name:	Position:														
1 Mark Connolly	0.05	53,14	100	40%	5,314	2,126	7,440	154,744	5%	Represents, organizes and directs all clinical, and administrative aspects of the Breathmobile. Oversees all of the regulatory, and compliance matters. The other 95% of the FTE is paid by ARMC.					
2 John Cadavona	0.48	40,55	1000	40%	40,550	16,220	56,770	118,082	48%	Oversees daily operations, staffing, staff development, and evaluation of all patient care activities to include clinic schedules. The other 52% of the FTE is paid by ARMC.					
3 Karl Peterson	0.48	34,74	1000	40%	34,740	13,896	48,636	101,163	48%	Assess each patient's physical condition. Evaluate all pertinent testing results in order to evaluate outcomes, and adjust respiratory care to achieve patient care goals by providing treatment focused education. The other 52% of the FTE is paid by ARMC.					
4 Joste Mancillas	0.48	34,74	1000	40%	34,740	13,896	48,636	101,163	48%	Assess each patient's physical condition. Evaluate all pertinent testing results in order to evaluate outcomes, and adjust respiratory care to achieve patient care goals by providing treatment focused education. The other 52% of the FTE is paid by ARMC.					



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2022-2023**

ORGANIZATION:		Arrowhead Regional Medical Center		DIRECTOR:		Mark Connolly		PROGRAM YEAR:		2022-2023	
PROGRAM TITLE:		Respiratory Care		PROGRAM DIRECTOR:		Webster Wong, MD (Program Director)		TOTAL BUDGET:		362,179	
INITIATIVE:		Investing in Children's Health		FINANCE OFFICER:		Arvind Oswal		RFP/CONTRACT #:		HM059	
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
1.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
5	Nancy Glaab	0.48	24.00	1000	40%	24,000	9,600	33,600	69,888	48%	Assess each patient's physical condition. Evaluate all pertinent testing results in order to evaluate outcomes, and adjust respiratory care to achieve patient care goals by providing treatment focused education. The other 52% of the FTE is paid by ARMC.
6	Marcela Amezcua	0.48	24.00	1000	40%	24,000	9,600	33,600	69,888	48%	Assess each patient's physical condition. Evaluate all pertinent testing results in order to evaluate outcomes, and adjust respiratory care to achieve patient care goals by providing treatment focused education. The other 52% of the FTE is paid by ARMC.
7	Michael Acevedo	0.48	19.27	1000	40%	19,270	7,708	26,978	56,114	48%	Establish and promote positive interpersonal relations, greet, interact, offer assistance, answer questions. Register patients, update the MedPeds Tax system. The other 52% of the FTE is paid by ARMC.
8	Blanka Ceballos	0.48	15.82	1000	40%	15,820	6,328	22,148	46,068	48%	Establish and promote positive interpersonal relations, greet, interact, offer assistance, answer questions. Register patients, update the MedPeds Tax system. The other 52% of the FTE is paid by ARMC.
Total Salaries & Benefits						\$ 198,434	\$ 79,374	\$ 277,808	\$ 717,109		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2022-2023**

ORGANIZATION: Arrowhead Regional Medical Cen	DIRECTOR: Mark Connolly	PROGRAM YEAR: 2022-2023
PROGRAM TITLE: Respiratory Care	PROGRAM DIRECTOR: Webster Wong, MD (Program Director)	TOTAL BUDGET: 362,179
INITIATIVE: Investing in Childrens Health	FINANCE OFFICER: Arvind Oswal	RFP/CONTRACT #: HW059

II. SERVICES & SUPPLIES		% of Allocation:	TOTAL FSSB BUDGET (\$)	Description/Justification:
Expense:				
1 PROGRAM MATERIALS AND SUPPLIES		0%	\$ 500	Medical Supplies: Metered Dose Inhaler Spacers, Peak Flow Meters, Skin Prick Test Allergy Testing Materials, Filters for Spirometric Pulmonary Function Testing, Pharmaceuticals, Scales, Blood Pressure Cuffs, PPE.
2 PRINTING		0%	\$ 1,000	Brochures and Fliers.
3 OFFICE SUPPLIES		0%	\$ 200	Office Supplies, forms, paper, printers, printer toner, and envelopes.
4 BUILDING/EQUIPMENT MAINTENANCE		2%	\$ 5,561	Minor Equipment, Equipment Repairs, and Services. Motorpool: Equipment Repairs, Maintenance, Annual Insurance Premiums, Fuel, Vehicle repairs/Tires, Skylight replacement/Resealing, Generator repair and service.
5 UTILITIES		0%	\$ 500	Database Management, Statistical Reporting, Mobile Phones, Routers, and VPN.
6 PROFESSIONAL SERVICES/CONSULTANTS		10%	\$ 35,000	Medical Direction and Staff for Clinical Operation: Arrowhead Pediatric Medical Group provides for the necessary medical staffing (Nurse Practitioners) to support Breathmobile services. Medical Director also provides medical oversight to the clinical Breathmobile staff.
7 DIGITAL MARKETING CAMPAIGN		6%	\$ 20,000	Through Spectrum Internet
8 RADIO SPOTS		2%	\$ 9,000	Radio Ads including Interviews with Dr. Wong
9 NEWSPAPER ADVERTISEMENTS IN ENGLISH AND SPANISH		2%	\$ 6,900	3 months of 1/4 page advertisements in english and Spanish
10 DIGITAL BILLBOARDS		1%	\$ 4,710	One month of fees for Digital Billboard Advertisements



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2022-2023**

ORGANIZATION: Arrowhead Regional Medical Center		DIRECTOR: Mark Connolly	PROGRAM YEAR: 2022-2023
PROGRAM TITLE: Respiratory Care		PROGRAM DIRECTOR: Webster Wong, MD (Program Director)	TOTAL BUDGET: 362,179
INITIATIVE: Investing in Childrens Health		FINANCE OFFICER: Arvind Oswal	RFP/CONTRACT #: HW059
Total Services & Supplies		\$ 83,371	
III. FOOD			
Event(s):		TOTAL FSSB BUDGET	Description/Justification:
1 N/A			
Total Food		\$ -	
IV. TRAVEL			
Destination:		TOTAL FSSB BUDGET	Description/Justification:
1 N/A			
Total Travel		-	
V. SUBCONTRACTORS			
Organization Name:		TOTAL FSSB BUDGET	Description/Justification:
1 N/A			
Total Subcontractors		-	
VI. INDIRECT COSTS			
INDIRECT COSTS			
Percent:		1,000	Fiscal services, grant oversight, grant reporting, and administrative functions which accounts for approximately 2.5% of the total grant funding.
Basis:			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2022-2023**

ORGANIZATION: Arrowhead Regional Medical Center		DIRECTOR: Mark Connolly	PROGRAM YEAR: 2022-2023
PROGRAM TITLE: Respiratory Care		PROGRAM DIRECTOR: Webster Wong, MD (Program Director)	TOTAL BUDGET: 362,179
INITIATIVE: Investing in Childrens Health		FINANCE OFFICER: Arvind Oswal	RFP/CONTRACT #: HW059
Total Indirect Costs		1,000	
TOTAL FIRST 5 BUDGET		\$ 362,179	



Program Outline Document 2020-2023

AGENCY INFORMATION

Legal Entity:	<u>County of San Bernardino</u>	Contract #:	<u>HW059</u>
Dept./Division:	<u>Arrowhead Regional Medical Center</u>		
Project Name:	<u>ARMC Breathmobile®</u>		
Address:	<u>400 North Pepper Avenue</u> <u>Colton, CA 92324</u>	Phone #:	<u>909.580.1000</u>
Website:	<u>www.arrowheadregional.org</u>		
Program Site Address:	<u>Mobile program with a schedule that varies monthly, see our website or contact us via telephone for more information.</u>	Client Referral Phone #	<u>909.498.6277/</u> <u>909.213.3341</u>

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name:	<u>Curt Hagman</u>	Title:	<u>Fourth District Supervisor and Chairman of the Board of Supervisors</u>
Address:	 <u>County of San Bernardino Board of Supervisors</u> <u>385 North Arrowhead Avenue, 5th Floor</u> <u>San Bernardino, CA 92415-0130</u>	Direct Phone #:	<u>909.387.4866</u>
E-Mail:	<u>Curt.Hagman@bos.sbcounty.gov</u>	Fax #:	<u>909.387.3018</u>

CONTRACT REPRESENTATIVE

Name:	<u>Mark Connolly</u>	Title:	<u>Director of Respiratory Care Services</u>
Address:	<u>400 North Pepper avenue</u> <u>Colton, CA 92324</u>	Direct Phone #:	<u>909.580.3236</u>
E-Mail:	<u>connollym@armc.sbcounty.gov</u>	Fax #:	<u>909.580.3235</u>

First 5 San Bernardino
Strategy: Child Health

PROGRAM CONTACT

Name: John Cadavona **Title:** Mobile Clinic Manager
Address: 400 North Pepper avenue **Direct Phone #:** 909.580.3202
Colton, CA 92324 **Fax #:** 909.580.3220
E-Mail: cadavonaj@armc.sbcounty.gov

FISCAL CONTACT

Name: Cecilia Morales **Title:** Accountant
Address: 400 North Pepper avenue **Direct Phone #:** 909.580.1212
Colton, CA 92324 **Fax #:** 909.580.1190
E-Mail: MoralesCe@armc.sbcounty.gov

ADDITIONAL CONTACT (Describe): Choose an item.

Name: Karl Peterson **Title:** Respiratory Care Practitioner II
Address: 400 N. Pepper avenue **Direct Phone #:** 909.580.3202
Colton, CA 92324 **Fax #:** 909.580.3220
E-Mail: petersonk@armc.sbcounty.gov

PROGRAM INFORMATION

TYPE OF AGENCY

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

PROGRAM DESCRIPTION

ARMC's Breathmobile® travels to participating sites to treat children with asthma, including the 0-5 population. Visits include complete evaluation, examination, care plan, and extensive patient-family education sessions. The Program will also conduct a Digital Marketing Campaign, radio spots, newspaper advertisements, and digital billboards to bring more asthma awareness.

SERVICE AREA (LOCATIONS)

Countywide

Strategic Priority Area:

Child Health:

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

First 5 San Bernardino
Strategy: Child Health
Investment Areas:

Direct Services: For children prenatal to age 5 and their families

Supportive Strategies: Research and Evaluation, Policy, Communications, Advocacy, Countywide collaboration, Statewide/First 5 Network Efforts

Expectations(s):

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

Outcome(s):

400 children will receive asthma screenings and 240 parents will receive Asthma Education services (aggregate).

ASSIGNED ANALYST: Mercedes Logans

CONTRACT AMOUNT

Fiscal Year	Amount
2020-2021	\$ 362,179
2021-2022	\$ 362,179
2022-2023	\$ 362,179
Total	\$ 1,086,537



Agency Name: Arrowhead Regional Medical Center
Program Name: Breathmobile
Contract #: HW059
Fiscal Year: 2020-2023

NAME OF SITE, SITE ADDRESS, PHONE NUMBER & CONTACT NAME	NUMBER OF PARTICIPANTS SERVED
6 th Street Prep 5476 6 th Street Victorville, CA Jaimi Brandl, RN District Nurse	59
Adelanto Head Start 11497 Bartlette Road Adelanto, CA 92301 Lashawn Love-French, Program Manager	47
Alice Birney Elementary School 1050 E. Olive Street Colton, CA 92324 Gillian Williams RN School Nurse	97
Apple Valley Head Start 13589 Navajo Road Apple Valley, CA 92308 Dee Edwards, Site Supervisor	73
Bing Wong Elementary School 1250 East 9 th Street San Bernardino, CA 92401 Victoria Gomez RN School Nurse	64
Cooley Ranch Elementary School 1000 South Cooley Drive Colton, CA 92324 Gillian Williams RN School Nurse	98
Crestline Elementary School 2020 Monterey Avenue Barstow, CA 92311 Melody Payne RN District Nurse	122
Cypress School of the Arts 10365 Cypress Avenue Hesperia, CA 92345 Martha Santana Health Services Tech II	54
Dollahan Elementary School 1060 West Etiwanda Avenue Rialto, CA 92376 Bernadette Brown Coordinator; Misti Gruber Health Clerk	50

First 5 San Bernardino

Strategy: Child Health

Eagle Summit Community Day School 3919 Nielson Road Phelan, CA 92371 Rebecca Libonati RN District Nurse	72
Elderberry Elementary School 950 North Elderberry Avenue Ontario, CA 91762 Brenda Rios Health Services Administrator	55
Emmerton Elementary School 1888 Arden Avenue San Bernardino, CA 92404 Victoria Gomez RN School Nurse	59
Family Resource Center 1525 West Highland Avenue San Bernardino, CA 92411 Tammy DeBellis Health Services Coordinator	52
Henry Elementary School 470 East Etiwanda Avenue Rialto, CA 92376 Bernadette Brown Coordinator	56
Hesperia Head Start 9352 East E Street Hesperia, CA 92345 Taryn Silcot Site Supervisor	62
Hollyvale Elementary School 11645 Hollyvale Avenue Victorville, CA 92356 Raquel Vicencio Health Services Tech II	44
Hunt Elementary School 1342 Pumalo Street San Bernardino, CA 92404 Maria Garcia RN School Nurse	47
Lewis Center 17500 Mana Road Apple Valley, CA 92307 Heather Obier RN District Nurse	73
Lincoln Elementary School 444 East Olive Street Colton, CA 92324 Gillian Williams RN School Nurse; Veronica Meza, School Nurse	100
Marshall Elementary School 3288 North G Street San Bernardino, CA 92405 Wendy Hamilton RN School Nurse	57
Morgan Kincaid Preparatory School 13257 Mesa Linda Avenue Victorville, CA 92392 Vanessa Emmerson, Health Services	75
Mountain View School District 2585 South Archibald Avenue Ontario, CA 91761 Trisha Paniagua, District Nurse	28

First 5 San Bernardino
 Strategy: Child Health

Muscoy Elementary School 2119 Blake Street San Bernardino, CA 92407 Sharron Lip RN School Nurse	55
Myers Elementary School 975 North Meridian Avenue Rialto, CA 92376 Francis Reyes School Nurse	70
Oleander Elementary School 8650 Oleander Avenue Fontana, CA 92335 Catherine Husung School Nurse	63
Palmetto Elementary School 9325 Palmetto Avenue Fontana, CA 92335 Nnennaya Okoronkwo School Nurse	66
Preston Elementary School 1750 North Willow Avenue Rialto, CA 92376 Bernadette Brown Coordinator	44
Quail Valley Middle School 10058 Arrowhead Road Phelan, CA 92371 Rebecca Libonati RN District Nurse	66
Ramona Alessandro Elementary 670 Ramona Avenue San Bernardino, CA 92411 Amy Young RN School Nurse	67
Riverside Preparatory School 19900 National Trails Highway Oro Grande, CA 92368 Natalie Thiem RN District Nurse	NEW
Roosevelt Elementary School 1554 Garner Avenue San Bernardino, CA 92411 Andrina Gallardo RN School Nurse	62
Serrano Middle School 4725 San Jose Street Montclair, CA 91763 Brenda Rios Health Services Administrator	21
Simpson Elementary School 1050 S Lilac Avenue Rialto, CA 92376 Bernadette Brown, Coordinator	92
Smith Elementary School 9551 Linden Avenue Bloomington, CA 92316 Kylah Gardiner School Nurse; Jazmin Mena Health Assistant	78

First 5 San Bernardino
 Strategy: Child Health

Sultana Elementary School 1845 S Sultana Avenue Ontario, CA 91761 Brenda Rios Health Services Administrator	71
Tokay Elementary School 7846 Tokay Avenue Fontana, CA 92336 Margie Foot School Nurse	83
Trona Elementary School 83600 Trona Road Trona, CA 92562	30
Ulysses Grant Elementary School 550 West Olive Street Colton, CA 92324 Lisa Horton Health Assistant; Christine Whitmyer RN Lead Nurse	18
Valley View High School 1801 E. 6th Street Ontario, CA 91764 Brenda Brick, School Nurse	49
Victorville Head Start 14029 Amargosa Road #C Victorville, CA 92392 Kelli Burkins, Site Supervisor	74
Yucca Loma Elementary School 21351 Yucca Loma Road Apple Valley, CA 92307 Kathy White, School Nurse	80