

Chair
Elliot Weinstein, M.D.

Vice Chair
Diana Alexander

Executive Director
Karen E. Scott



Commissioners

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

Agenda: Children and Families Commission 12-2024

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

Meeting date, time, location December 4, 2024
3:30 p.m.
First 5 San Bernardino Commission Conference Room

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

Special Presentations *First 5 San Bernardino 25th Anniversary Celebration recap*
Presented by Kimberly VandenBosch, Communications Officer for First 5 San Bernardino

Conflict of Interest Disclosure Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests.

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

Report Executive Director’s Report by Karen E. Scott

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

Item No.	CONSENT
1	Approve Minutes from October 2, 2024 Commission Meeting.
2	Approve First 5 San Bernardino Children and Families Commission meeting dates for 2025 calendar year. (Presenter: Traci Homan, Executive Assistant, 386-7706)

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

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

3	Approve Amendment A4 for Contract EC040 with Child Care Resource Center for \$1,121,885 resulting in a cumulative total of \$9,513,277 with no change to the contract term Fiscal Year 2024-2025 for outreach and enrollment, coordination of quality improvement services, program evaluation and professional development for implementation of Quality Start San Bernardino. (Presenter: Erika Willhite, Staff Analyst II, 386-7706)
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Item No.	DISCUSSION
4	<ol style="list-style-type: none"> 1. Conduct Public Hearing for the Children and Families Commission for San Bernardino County Annual Audit for 2023-2024. 2. Adopt the Children and Families Commission for San Bernardino County's Annual Audit for 2023-2024. (Presenter: Debora Dickerson-Sims, Chief Financial Officer, 386-7706)
5	<ol style="list-style-type: none"> 1. Conduct Public Hearing of the Children and Families Commission for San Bernardino County's Annual Report for 2023-2024. 2. Adopt the Children and Families Commission for San Bernardino County's Annual Report for 2023-2024. (Presenter: Erin Meier, Administrative Supervisor I, 386-7706)
6	Approve Budget Revision for Fiscal Year 2024-2025 to increase expenditures \$3,000,000 for a total expenditure of \$29,324,432. (Presenter: Debora Dickerson-Sims, Chief Financial Officer, 386-7706)
7	Approve Contract HW063 with Loma Linda University Children's Hospital in the amount of \$7,207,088 from January 1, 2025 through June 30, 2028, for the Resiliency Institute for Childhood Adversity. (Presenter: Iffat Quazi, Staff Analyst II, 386-7706)

Item No.	INFORMATION
	No information item for this meeting.

Public Comment

Persons wishing to address the Commission will be given up to three minutes and pursuant to Government Code 54954.2(a)(3) "no action or discussion will be undertaken by the Commission on any item NOT posted on the agenda."

Commissioner Roundtable

Open to comments by the Commissioners

Next Meeting

Wednesday, January 8, 2025
3:30 p.m. to 5:00 p.m.

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

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**CHILDREN AND FAMILIES COMMISSION
for San Bernardino County
AGENDA: December 4, 2024**

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contractor	Principals & Agents	Subcontractors; Principals & Agents	Commissioner Abstentions
1	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A
3	Child Care Resource Center, Inc. Quality Start San Bernardino	Dr. Michael Olenick President and CEO James Moses Regional Director	N/A	N/A
4	N/A	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A
6	N/A	N/A	N/A	N/A
7	Loma Linda University Children’s Hospital – Resiliency Institute for Childhood Adversity	Peter Baker Senior Vice President and Administrator	N/A	N/A



Minutes: Children and Families Commission Meeting

Date, time, location
October 2, 2024
3:32 p.m.
735 E. Carnegie Drive, Suite 150, San Bernardino, CA 92408/Commission Conference Room

Pledge of Allegiance
Pledge of Allegiance by Vice-Chair Alexander

Conflict of Interest Disclosure
Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests.

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

Special Presentations
None

- Attendees**
- Commissioners**
- Ted Alejandre
 - Diana Alexander, Vice-Chair
 - Supervisor Baca, Jr.
 - Dr. Gwen Dowdy-Rodgers
 - Joshua Dugas
 - Gary Ovitt
- Absent**
- Dr. Weinstein, Chair
- Commission Counsel**
- Dawn Martin, Deputy County Counsel
- Staff**
- Karen Scott, Executive Director
 - Traci Homan, Commission Clerk
 - Erin Meier, Administrative Supervisor I
 - Erika Willhite, Staff Analyst II
 - Scott McGrath, Deputy Director of Systems and Impact

Changes to the agenda

Commission Clerk read the following changes: Conflict of Interest statement was unintentionally omitted from the initial agenda; it has now been included and revised to encompass all eight agenda items and agenda item seven, will be presented by Scott McGrath, Deputy Director of Systems & Impact since Dr. Wendy Lee is absent today.

Executive Director's Report

Ms. Scott announced that invitations for the First 5 San Bernardino 25th Anniversary Celebration were sent out on October 1, 2024. The event will take place on November 14th at the Fox Theatre in Redlands. We are excited to feature several distinguished speakers, including Dr. Nadine Burke Harris, California's first and former Surgeon General; Tony Thurmond, California State Superintendent of Public Instruction; and Ted Lempert, CEO and President of Children Now. Dr. Weinstein will also be assisting as the emcee. We look forward to seeing everyone at the event.

Item No.	CONSENT
1	<p>Approve Minutes from June 5, 2024, Commission Meeting.</p> <p>Motion by Supervisor Baca, Jr. and seconded by Commissioner Dowdy-Rodgers to approve the Consent Items.</p> <p>Commissioner Alejandre: Aye Commissioner Alexander: Aye Commissioner Baca, Jr.: Aye Commissioner Dowdy-Rodgers: Aye Commissioner Dugas: Aye Commissioner Ovitt: Aye Commissioner Weinstein: Absent</p> <p>With Chair Weinstein absent, and without further comment or objection from the Commission or public, motion carried by unanimous vote on consent.</p>
2	<p>Approve Amendment A2 to Contract SI042 with San Bernardino County Children’s Network to increase the contract amount by \$2,700, an increase from \$801,207 to \$803,907, for a cumulative total of \$1,558,289 with no change to the contract term for FY 2023-2025 for community engagement and system improvement. (Presenter: Robert Mente, Staff Analyst II, (909) 386-7706)</p>
3	<p>Approve Amendment A2 for Contract IC054 with Health Management Associates, Inc., for an additional \$72,524 for 2024-2025 for a cumulative total of \$234,837 to advance an integrated home visiting service system for families in San Bernardino County with no change to the contract term through June 30, 2025. (Presenter: Dr. Wendy Lee, Systems Integration Officer, (909) 386-7706)</p>
4	<p>Authorize the Executive Director to coordinate with San Bernardino County Human Resources Department to reclassify the Accountant III, Section Manager position to a Supervising Accountant and add a new position of Statistical Analyst. (Presenter: Karen E. Scott, Executive Director, (909) 386-7706)</p>
5	<p>Approve acceptance of an additional \$1,121,885 for Fiscal Year 2024-2025 in funds as part of a grant amendment awarded through California Department of Social Services for the Quality Counts California Quality Improvement Grant for a total of \$3,383,215 with no change to the grant term of July 1, 2024 through June 30, 2027 and delegate the authority to the Executive Director or her designee to execute any agreements or documents required to effectuate the receipt of such funds. (Presenter: Erika Willhite, Staff Analyst II, (909) 386-7706)</p>

Item No.	DISCUSSION
6	<p>Approve Contract EC046 with San Bernardino County Superintendent of Schools for \$4,415,248 from October 3, 2024, through June 30, 2027, for the Tomorrow’s Readiness Starts Today initiative to facilitate efficient systems by providing resources and referrals to families through integrated supports. (Presenter: Erika Willhite, Staff Analyst II, (909) 386-7706)</p>

	<p>Motion by Supervisor Baca, Jr. and seconded by Commissioner Ovitt to approve Discussion Item 6.</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>Commissioner Alejandre: Abstained Commissioner Alexander: Aye Commissioner Baca, Jr.: Aye Commissioner Dowdy-Rodgers: Abstained Commissioner Dugas: Aye Commissioner Ovitt: Aye Commissioner Weinstein: Absent</p> <p>With Commissioner Weinstein absent and Commissioner’s Alejandre and Dowdy-Rodgers abstaining, and without further comment or objection from the Commission or public, motion carried by unanimous vote.</p>
<p>7</p>	<ol style="list-style-type: none"> 1. Accept \$1,200,000 in funds awarded from Inland Empire Health Plan to support the implementation of a HealthySteps initiative for San Bernardino County. 2. Delegate authority to the Executive Director or designee to execute any agreements or documents as required from the Inland Empire Health Plan to effectuate the receipt of funding to implement HealthySteps. <p>(Presenter: Scott McGrath, Deputy Director of Systems and Impact, (909) 386-7706)</p> <p>Motion by Supervisor Baca, Jr. and seconded by Commissioner Alejandre to approve Discussion Item 7.</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>Motion by Supervisor Baca, Jr. and seconded by Commissioner Alexander to approve Discussion Item 7.</p> <p>Commissioner Alejandre: Aye Commissioner Alexander: Aye Commissioner Baca, Jr.: Aye Commissioner Dowdy-Rodgers: Aye Commissioner Dugas: Aye Commissioner Ovitt: Aye Commissioner Weinstein: Absent</p>

	With Commissioner Weinstein absent, and without further comment or objection from the Commission or public, motion carried by unanimous vote.
8	<p>Approve Statement of Work with Smartsheet for \$74,319 for Fiscal Year 2024-2025 to provide workflow management tool, digital asset management system, and professional services. (Presenter: Erin Meier, Administrative Supervisor I, (909) 386-7706)</p> <p>Motion by Supervisor Baca, Jr. and seconded by Commissioner Ovitt to approve Discussion Item 8.</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>Commissioner Alejandro: Aye Commissioner Alexander: Aye Commissioner Baca, Jr.: Aye Commissioner Dowdy-Rodgers: Aye Commissioner Dugas: Aye Commissioner Ovitt: Aye Commissioner Weinstein: Absent</p> <p>With Commissioner Weinstein absent, and without further comment or objection from the Commission or public, motion carried by unanimous vote.</p>

Public Comment

Heather Smith and Jennifer Gately, Directors at the San Bernardino County Superintendent of Schools, outlined their roles and initiatives. They observed recurring themes in their work on various boards, which led to the creation of California’s Community Schools Partnership Program. This program, along with universal prekindergarten, aims to strengthen relationships with families of children aged 0-5 and provide early identification, prevention and intervention services. Additionally, the Superintendent of Schools received the Family Initiatives Grant from First 5 San Bernardino to support efforts across three regions of the county in collaboration with community partners and local educational agencies.

Ashley Brooksher introduced herself as the new Children’s Network Officer, has 17 years of experience with Children and Families Services, and is eager to build relationships with San Bernardino County departments.

Dr. Anna King, PhD, LCSW, the Executive Director of Diversity Uplifts Inc., and the backbone agency of the Maternal Health Network, along with Jayla Griffin, Outreach Administrative Specialist for the network, provided an overview of their initiatives. They coordinate healthcare plans and connect various care professionals, institutions and community-based providers that serve pregnant and postpartum individuals, particularly focusing on children ages 0 – 5. Their goal is to identify and address gaps in care while disseminating crucial information that is often overlooked. To facilitate this, they host two summits each year, with the next one scheduled for January 29, 2025, at the Inland Empire Health Plan building in Rancho Cucamonga from 9:00am

– 3:30pm. This event will offer continuing education units for both mental health and medical professionals, fostering discussions on how to better support pregnant individuals and those experiencing homelessness.

Commissioner Roundtable

Commissioners expressed their gratitude to the presenters for their insightful contributions and to the First 5 San Bernardino staff for their dedicated efforts. Commissioner Alejandre acknowledged the collaboration with County Schools and partners who participated in the Family and Community Engagement Summit held on September 21, 2024, at the University of Redlands, where valuable Cradle to Career information was shared. Commissioner Baca, Jr., announced that the Preschool Services Department will host a ribbon-cutting ceremony on November 6, 2024, at Las Terrazas Head Start, located at 1176 W. Valley Boulevard, Colton, at 1:00 pm. He also mentioned that the Boys and Girls Club will soon be relocating to the Whitney Center, a long-awaited move. Commissioner Dowdy-Rodgers highlighted the achievement of foster youth Shuvette Marshall, who has published her first book titled “Fix Your Face,” available for purchase on Amazon. Commissioner Dugas noted that their department utilizes Smartsheet and encouraged First 5 staff to reach out for assistance, if needed. He expressed his interest in partnering with Dr. King and Ms. Griffin from the Maternal Health Network if they have not connected with his office yet. Commissioner Ovitt commended the hard work of everyone involved and reminded the group not to forget the precious children in the West end. Vice-Chair Alexander expressed her gratitude to Commissioner Dowdy-Rodgers for allowing her to participate in the Celebration of Life for her late mother. She mentioned that she frequently sees Commissioners in the community and enjoys representing First 5 San Bernardino. She also announced that there will not be a Commission meeting in November, with the next meeting scheduled for Wednesday, December 4. Wishing everyone a Happy Halloween and a wonderful Thanksgiving. She reminded everyone that we will see each other at the First 5 25th Anniversary celebration on November 14th at the Fox Theatre located in Redlands.

Adjourned

The meeting adjourned at 4:10 p.m.

Next Meeting

***Wednesday, January 8, 2025
3:30 p.m.***

Attest

Diana Alexander, Vice-Chair

Traci L. Homan, Commission Clerk



**AGENDA ITEM 2
December 4, 2024**

Subject	2025 Commission Meeting Dates.
Recommendations	First 5 San Bernardino Children and Families Commission staff recommends the Commission approve the following meeting dates for the 2025 calendar year. (Presenter: Traci L. Homan, Executive Assistant, 386-7706)
Background Information	<p>Children and Families Commission meetings are held the first Wednesday of every month, with the exception of certain months affected by holidays or prior commitments. The open session of the Board meeting shall begin at 3:30 p.m. unless changed by consent of a quorum of the Commission members. Meetings are held at First 5 San Bernardino Children & Families Commission office located at 735 E. Carnegie Drive, Suite 150 in San Bernardino. Closed Sessions will be scheduled as necessary, and meeting dates may be adjusted as needed.</p> <ul style="list-style-type: none"> • January 8 (2nd Wednesday) • February 5 • March 5 • April 2 • May 7 • June 4 • July 2 • August 6 • September 10 (2nd Wednesday) • October 29 (5th Wednesday) • November – No meeting • December 3
Financial Impact	None
Review	Dawn Martin, Commission Counsel

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



AGENDA ITEM 3
December 4, 2024

Subject	Contract Amendment EC040 A4 with Child Care Resource Center for Quality Start San Bernardino.
Recommendations	Approve Amendment A4 for Contract EC040 with Child Care Resource Center for \$1,121,885 resulting in a cumulative total of \$9,513,277 with no change to the contract term Fiscal Year 2024-2025 for outreach and enrollment, coordination of quality improvement services, program evaluation and professional development for implementation of Quality Start San Bernardino. (Presenter: Erika Willhite, Staff Analyst II, 386-7706)
Financial Impact	\$1,121,885 for Fiscal Year 2024-2025.

Background Information First 5 San Bernardino (F5SB) has contracted with Child Care Resource Center (CCRC) to implement Quality Start San Bernardino (QSSB) since 2015. In June 2024, the Commission approved a contract amendment with CCRC to extend the contract term through June 30, 2025 and increase the contract amount by \$1,801,917.

QSSB is supported through several funding streams, including Quality Counts California (QCC) Quality Improvement (QI) grant administered by the California Department of Social Services (CDSS) and IMPACT Legacy administered by First 5 California. F5SB was notified by CDSS in July 2024 that there would be an additional allocation of \$1,121,885 for the QCC QI grant for Fiscal Year 2024-2025.

The proposed Contract Amendment will increase the contract amount with no change to the contract term of July 1, 2020 - June 30, 2025. The additional QCC QI grant allocation will allow CCRC to provide one-time additional financial incentives for Family Child Care and Family, Friend and Neighbor providers. As well as, offering additional professional development opportunities and building local capacity in San Bernardino County by training CCRC staff who will then conduct trainings for additional staff and providers.

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

Approval of this item supports the **Early Learning and Family Supports** Strategic Priority Areas in the Commission’s 2023-2028 Strategic Plan:

Early Learning

- Quality early learning can be accessed and utilized by families.
- Early learning providers receive training and support to provide high quality learning opportunities to children.

Family Support

- Families are connected to services that support children’s development and parent/caregiver resiliency.

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- Families are connected to resources that support their caregiving skills and social/family engagement.
 - Families and providers are aware of and know how to access existing county support and resources.
-

Review

Dawn Martin, Commission Counsel

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

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

<i>FOR COMMISSION USE ONLY</i>				
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 10008595	SC	Dept. 903	A Contract Number EC040 A4
Organization Children and Families Commission			Contractor's License No.	
Commission Representative Cindy Faulkner, Assistant Director		Telephone 909-386-7706		Total Contract Amount \$9,513,277
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				
If not encumbered or revenue contract type, provide reason: _____				
Commodity Code 95200	Contract Start Date July 1, 2020	Contract End Date June 30, 2025	Original Amount \$8,391,392	Amendment Amount \$1,121,885
Cost Center 9034009900		GL Account 53003357	Internal Order No. 3000115	Amount \$1,121,885
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use		Estimated Payment Total by Fiscal Year		
		FY	Amount	I/D
<u>Quality Start San Bernadino</u>		<u>24-25</u>	<u>\$1,121,885</u>	<u>I</u>

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

Legal Name (hereinafter called the Contractor)

Child Care Resource Center, Inc.

Department/Division

Communication; Resource & Referral; Research

Address

20001 Prairie Street

Chatsworth, CA 91311

Phone

(818) 717-1000

Federal ID No.

95-3081695

Program Address (if different from legal address):

1111 E. Mill Street, Suite 100

San Bernardino, CA 92408

**IT IS HEREBY AGREED AS FOLLOWS:
AMENDMENT NO. 4**

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 9,513,277, of which \$ 3,740,635 may be federally funded, for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Auditor-Controller/Treasurer Tax Collector Use Only

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

Fiscal Year 2020-21	<u>\$ 1,665,304</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	<u>\$ 1,665,304</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	<u>\$ 1,665,304</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	<u>\$ 1,593,563</u>	July 1, 2023 through June 30, 2024
Fiscal Year 2024-25	<u>\$ 2,923,802</u>	July 1, 2024 through June 30, 2025

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

E. Single Audit

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

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

US Department of Health and Human Services:

Number 93.575 Child Care and Development Fund

Federal Funding Apportionment

Fiscal Year 2020-21	<u>\$ 394,189</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	<u>\$ 750,178</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	<u>\$ 557,377</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	<u>\$ 460,611</u>	July 1, 2023 through June 30, 2024
Fiscal Year 2024-25	<u>\$ 1,578,280</u>	July 1, 2024 through June 30, 2025

Initial Here

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

continued on next page

ATTACHMENTS

Attachment A – Amended Work Plan for FY 24-25

Attachment B – Amended Program Budget for FY 24-25

Attachment C – Campaign Contribution Disclosure

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

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

CHILD CARE RESOURCE CENTER, INC.

Legal Entity

▶

Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

▶

Authorized Signature

Michael Olenick
Printed Name

President and CEO
Title

Dated

Official Stamp

Reviewed for Processing

▶

Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

▶

Dawn Martin
Commission Counsel

Date

Presented to Commission for
Signature

▶

Karen E. Scott
Executive Director

Date



Agency Name: Child Care Resource Center (CCRC)	Contract # EC040 A4	Service Area: Countywide
Program Name: Quality Start San Bernardino (QSSB)	Period: July 1, 2024 – June 30, 2025	

Expectations	<p>CCRC will be responsible for the following expectations for the QSSB system:</p> <ol style="list-style-type: none"> 1. Enrollment/Contracts with new providers/sites. 2. Coordination coaching & training within the childcare workforce to facilitate quality improvement outcomes & help participants achieve higher quality within their program. 3. Research will conduct a process evaluation of QSSB to document program reach, program implementation, & participant experience & will produce a report & presentation on the evaluation by September 2024. 4. CCRC communications staff will support internal staff processes & engage & inform early childcare educators, parents, & community members under a consistent QSSB brand.
Outcomes	<ol style="list-style-type: none"> 1. Enrollment/Contracts will successfully enroll 170 sites by the end of the 23-24 program year. 2. The Workforce Development Team can support participants thru coaching & professional development in meeting their Quality Improvement goal(s), tracked in Vertical Change. Participants have created a Workforce Registry profile to access available training & to track professional development hours. 3. The Research team can successfully submit the common data file to Quality Counts California (QCC) while reporting on the QSSB program's reach, successes, & challenges to inform the program's future. 4. Increase understanding of the importance of, as well as participation in, high-quality early education programs through the design, development, production, & maintenance of branded & consistent communications, including a QSSB website, social & digital media, community outreach, & family engagement.

Objective Goal/Measure	Activity/Description	Activity Dosage/Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
Enroll & contract up to 170 total sites.	<ul style="list-style-type: none"> • Outreach to potential sites that are not currently enrolled. • Enroll & Contract sites to meet 23-24 target numbers into QSSB 	Ongoing	Quarterly	Aggregate count in Persimmony number of providers	Complete the Quarterly Narrative Reporting in the Monitoring Section
Improve site quality & professional development.	<ul style="list-style-type: none"> • Verify that all application parts are completed accurately during initial site visits. • Provide support to sites to increase capacity by connecting & resource referrals. • Provide site quality improvement TA. • Provide annual site retention incentives & funding support. • Provide training, coaching, & professional development. 	Ongoing	Quarterly	<ol style="list-style-type: none"> 1. Aggregate count in Persimmony number of providers 2. Enter Monitoring Training tracking in Persimmony: <ul style="list-style-type: none"> • Date of the training • Name of the training • Number of attendances • Attendee Type 	<ol style="list-style-type: none"> 1. Upload PDFs of the training description 2. Upload PDF of attendance & registration records. 3. Upload PDFs of the attendee's feedback & training evaluation
Support QSSB Research	<ul style="list-style-type: none"> • Manage & support data using Vertical Change • Provide coaching, operations, & steering committee reports • Conduct annual process evaluation. 	Ongoing	Quarterly	<ol style="list-style-type: none"> 1. Aggregate count of children with demographics (language, ethnicity & race) 2. Aggregated count of providers 	Upload Research reports & evaluation results

	<ul style="list-style-type: none"> • Conduct annual system evaluation. • Submit annual common data files 				
Maintain communication & marketing reach	<ul style="list-style-type: none"> • Maintain a file management system. • Design, maintain, & distribute marketing materials. • Procure, store, & deliver branded promotional materials. • Maintain & regularly update the QSSB website. • Maintain & regularly update the QSSB social media accounts. • Collaborate with partners to share information. • Post program participation on the QSSB website. • Create marketing campaigns to grow brand, audience, & engagement. 	Ongoing	Quarterly	N/A	<ol style="list-style-type: none"> 1. Upload any PDF documents of the communication report. 2. Complete the Quarterly Narrative Reporting in the Monitoring Section 3. Complete the Annual Narrative Reporting in the Monitoring Section

Data Type:	Quantitative & Qualitative	
Reporting Period:	Quarterly	Due: By the 15 th of the following month



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

2024-2025

ORGANIZATION:	Child Care Resource Center	DIRECTOR:	Jose Ramos VP & Chief Program Officer	PROGRAM YEAR:	2024-2025
PROGRAM TITLE:	Quality Start San Bernadino (QSSB)	PROGRAM DIRECTOR:	Cynthia Renteria, Director	TOTAL BUDGET:	\$ 2,923,802
INITIATIVE:		FINANCE OFFICER:	Jennifer Patricio, Manager, Grants Management	RFP/CONTRACT #:	EC040 A4

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name:										
	Position:										
1	Olivia Pillado Manager II Research	0.25	69.63	520	36%	36,208	13,035	49,243	196,974	25%	Oversees the evaluation of the program and the data system for the QRIS partnership.
2	Jesse Pineda Senior Research Analyst	1.00	46.30	2,080	36%	96,312	34,672	130,985	130,985	100%	Leads implementation of the data system for the QRIS partnership, including; design, data quality assurance and user support.
3	Morgan Franklin Research Analyst	0.80	34.78	1,664	36%	57,879	20,836	78,715	98,394	80%	Supports the Sr. Analyst in implementation of the data system. Develops tools for continuous quality improvement and conducts additional evaluation activities.
4	Christina Aranda Manager II, Professional Development	0.43	64.49	884	36%	57,005	20,522	77,527	182,416	43%	Responsible in management of all grant activities, requirements, and documentation.
5	Chantia Hollingsworth Supervisor, Professional Development	1.00	41.70	2,080	36%	86,727	31,222	117,948	117,948	100%	Conducts visits with parents and their children in their home in compliance with PAT.
6	Claudia Castillo Professional Development Coach II	1.00	31.98	2,080	36%	66,528	23,950	90,479	90,479	100%	Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.
7	Sidney Everly Professional Development Coach II	1.00	34.78	2,080	36%	72,348	26,045	98,394	98,394	100%	Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.
8	Adriane Coe Professional Development Coach II	1.00	34.78	2,080	36%	72,348	26,045	98,394	98,394	100%	Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.
9	Laura McCay Professional Development Coach II	1.00	32.81	2,080	36%	68,240	24,566	92,807	92,807	100%	Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.
10	Melinda Wallace Professional Development Coach II	1.00	33.81	2,080	36%	70,317	25,314	95,631	95,631	100%	Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.



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

ORGANIZATION:	Child Care Resource Center	DIRECTOR:	Jose Ramos VP & Chief Program Officer	PROGRAM YEAR:	2024-2025
PROGRAM TITLE:	Quality Start San Bernadino (QSSB)	PROGRAM DIRECTOR:	Cynthia Renteria, Director	TOTAL BUDGET:	\$ 2,923,802
INITIATIVE:		FINANCE OFFICER:	Jennifer Patricio, Manager, Grants Management	RFP/CONTRACT #:	EC040 A4

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
11	Leslie Argumedo Professional Development Coach II	1.00	34.45	2,080	36%	71,664	25,799	97,462	97,462	100%	Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.
12	Cynthia Renteria Director, Workforce Development	0.10	80.77	208	36%	16,800	6,048	22,848	228,478	10%	Leads the Workforce Development Department for the QRIS partnership.
13	Amanda Beckett Community Development Admin Assistant	0.75	31.63	1,560	36%	49,349	17,766	67,114	89,486	75%	Provides support with contracts and processes all enrollments/re-enrollments for the QSSB participants.
14	Susan Montalvo Director, Communications	0.15	104.97	312	36%	32,751	11,790	44,541	296,941	15%	Leads development and execution of key actions; manage timeline and budgets.
	Total Salaries & Benefits					\$ 854,476	\$ 307,611	\$ 1,162,087	\$ 1,914,786		



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

2024-2025

ORGANIZATION:	Child Care Resource Center	DIRECTOR:	Jose Ramos VP & Chief Program Officer	PROGRAM YEAR:	2024-2025
PROGRAM TITLE:	Quality Start San Bernadino (QSSB)	PROGRAM DIRECTOR:	Cynthia Renteria, Director	TOTAL BUDGET:	\$ 2,923,802
INITIATIVE:	0	FINANCE OFFICER:	Jennifer Patricio, Manager, Grants Management	RFP/CONTRACT #:	EC040 A4

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1 Postage	0%	1,330	\$0.55 per postage for 2 mailings to 300 providers (\$330); and postage for 1,800 pieces, sent once (\$1,000).	
2 Printing	0%	6,000	\$5,000 for marketing materials; printing and design of outreach materials including: posters, postcards, banners, signage, nametags, business cards, certificates, flyers, and provider toolkits. \$1,000 for printing and design of research briefs and posters.	
3 Supplies	0%	4,045	For general and program supplies for 10.68 FTE's for 12 months.	
4 Advertising&Consulting	2%	45,000	Advertising and consulting will support the production of high quality videos and design work; such as Spanish language translations for the purpose of enrollment, education, and accessibility. Social media such Facebook/Twitter /Instagram advertising; E-newsletters will be used to complete program objectives. In addition, print and digital advertisements across county's 22 cities will include the use of billboards, newspapers, magazines, radio, television.	
5 VerticalChange & Webhosting	4%	109,000	\$98,000 budgeted for data system services for up to 75 administrative accounts, unlimited number of sites. Includes customer success / premium support and development. \$11,000 includes \$1,800 for monthly website hosting (\$150 x 12mo), \$9,200 for plugins, modules, and necessary platforms (i.e. Samepage).	
6 Provider Incentives	41%	1,185,930	Incentives to be awarded to participants based on program type and level of quality, including but not limited to: high quality awards, quality improvement awards, training and substitute teacher reimbursements.	
7 Training	0%	4,800	\$1,800 of the budget to be used for Recertification costs for 3 staff Mercedes Williams, Supervisor of Workforce Development, Dominique Metoyer, ECE Community Trainer and Angelica Preciado, ECE Training Facilitator. \$3K to be used for QRIS staff to re-certify in CLASS, The Growing Brain, and to attend virtual trainings that support their coaching professional development.	



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

2024-2025

ORGANIZATION:	Child Care Resource Center	DIRECTOR:	Jose Ramos VP & Chief Program Officer	PROGRAM YEAR:	2024-2025
PROGRAM TITLE:	Quality Start San Bernadino (QSSB)	PROGRAM DIRECTOR:	Cynthia Renteria, Director	TOTAL BUDGET:	\$ 2,923,802
INITIATIVE:	0	FINANCE OFFICER:	Jennifer Patricio, Manager, Grants Management	RFP/CONTRACT #:	EC040 A4

Total Services & Supplies		\$	1,356,105	
III TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Conference & Travel Mileage		\$ 34,345	\$3,000 of the budget will be for Conference registration fees for Monica L Ramirez, Supervisor of Professional Development. \$9K to be used for 6 Workforce Development staff to attend a conference; Advanced Coaching Summit, CAAEYC Conference, Head Start California Annual Conference &/OR NAEYC Conference Conference. \$19,045 to be used for Workforce Development staff to visit participants in monthly coaching visits and for meetings. \$3,300 budget for Research staff to attend Alteryx conference.
Total Travel		\$	34,345	
IV. DIRECT COST FOR PROGRAM				
	Expense:		TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Overhead Costs		\$ 112,606	This amount includes an estimated cost for rent, telephone, office maintenance, security, insurance, and utilities. Depending on type of cost, it is either allocated based on head count, or calculated by square footage occupied by each division as a percentage of total occupied square footage and spread by payroll allocation for all active employees of each division. These costs are related to direct program staff.
TOTAL DIRECT COST		\$	112,606	
V. INDIRECT COSTS				
	Percent:	10%	258,659	10% of Modified Total Direct Cost (MTDC) is based on expenses listed excluding rent in the MTDC calculation.
	Basis:	De Minimus		
Total Indirect Costs		\$	258,659	
TOTAL FIRST 5 BUDGET			\$	2,923,802

ATTACHMENT C

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Commission for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the Commission in a proceeding on the matter for the purpose of influencing the Commission's decision on the matter; or (c) communicates with Commission employees, for the purpose of influencing the Commission's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Commission for purposes of influencing the Commission's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Commission. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Child Care Resource Center, Inc.

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5
 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s): _____

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	N/A

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the Commission.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A	N/A	N/A

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Commission and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A

9. Was a campaign contribution, of more than \$250, made to any member of the Commission on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Commission member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Commission members to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Commission while award of this Contract is being considered and for 12 months after a final decision by the Commission.



Program Outline Document 2024-2025

AGENCY INFORMATION

Contract #: EC040 A4

Legal Entity: Child Care Resource Center, Inc.

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

Project Name: Quality Start San Bernardino- QSSB

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

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

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

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

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

CONTRACT REPRESENTATIVE

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

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

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

PROGRAM CONTACT

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

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

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

FISCAL CONTACT

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

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

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

ADDITIONAL CONTACT (Describe): Program

Name:	<u>Olivia Pillado</u>	Title:	<u>Research Manager II</u>
Address:	<u>20001 Prairie Street Chatsworth, CA 91311</u>	Direct Phone #:	<u>747-755-5838</u>
E-Mail	<u>Opillado@ccrcca.org</u>	Fax #:	<u></u>

PROGRAM INFORMATION

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

PROGRAM DESCRIPTION

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

REGION
Countywide

STRATEGIC PRIORITY AREA & OBJECTIVES

<input type="checkbox"/> Child Health	<input checked="" type="checkbox"/> Early Learning	<input checked="" type="checkbox"/> Family Supports
<input type="checkbox"/> Children are screened and connected to appropriate developmental services	<input checked="" type="checkbox"/> Quality early learning can be accessed and utilized by families	<input checked="" type="checkbox"/> Families are connected to services that support children’s development and parent/caregiver resiliency
<input type="checkbox"/> Children’s health is promoted through community education about local health issues	<input checked="" type="checkbox"/> Early learning providers receive training and support to provide high quality learning opportunities to children.	<input checked="" type="checkbox"/> Families are connected to resources that support their caregiving skills and social/family engagement.
<input type="checkbox"/> Maternal health is promoted in the county through trainings and education for providers and families	<input type="checkbox"/> School readiness is promoted through increasing access to early literacy support and materials.	<input checked="" type="checkbox"/> Families and providers are aware of and know how to access existing county support and resources.
<input type="checkbox"/> Health care providers are aware of and able to connect children and families to existing mental and behavioral supports and services		<input type="checkbox"/> First 5 San Bernardino partners with agencies throughout the county to promote prevention and early identification of child abuse and neglect

Defined by the Strategic Plan

ASSIGNED ANALYST: Erika Willhite

ASSIGNED ACCOUNTANT: Hope Loewenstein

ASSIGNED EVALUATOR: TBD

PROCUREMENT TYPE:

Competitive

Non-Competitive
Continuing

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2020-2021	\$ 1,665,304	\$ 0	\$ 1,665,304
2021-2022	\$ 1,665,304	\$ 0	\$ 1,665,304
2022-2023	\$ 1,665,304	\$ 0	\$ 1,665,304
2023-2024	\$ 0	\$ 1,593,563	\$ 1,593,563
2024-2025	\$ 1,801,917	\$ 1,121,885	\$ 2,923,802
Total			\$ 9,513,277



**AGENDA ITEM 4
December 4, 2024**

Subject	Annual Audit for 2023-2024
Recommendations	<ol style="list-style-type: none"> 1. Conduct Public Hearing for the Children and Families Commission for San Bernardino County Annual Audit for 2023-2024. 2. Adopt the Children and Families Commission for San Bernardino County's Annual Audit for 2023-2024. (Presenter: Debora Dickerson-Sims, Chief Financial Officer, 386-7706)
Financial Impact	None
Background Information	<p>The California Children and Families Act of 1998 ("Act") was passed as Proposition 10 by California voters in November 1998 and enacted by the State Legislature through California Health and Safety Code Sections 130100-130155 and Revenue and Taxation Code Section 30131.</p> <p>Section 130150 of the Act requires every County Commission, on or before October 15th of each year, to "conduct an audit of, and issue a written report on the implementation and performance of, its functions during the preceding fiscal year." Section 130140 (a) (G) additionally requires the County Commission to "conduct at least one public hearing prior to adopting any annual audit ...". Section 130150 further requires that on or before November 1st of each year, each County Commission submit its audit to the state commission for inclusion in the state commission's consolidated report.</p> <p>Eide Bailly, LLP conducted an audit of the First 5 San Bernardino Commission encapsulating all fiscal activity of the Commission for 2023-2024 and developed an audit report as required by Section 130150.</p> <p>Audit findings, if applicable, will include auditor's recommendation and First 5 staff's response to the findings.</p>
Review	Dawn Martin, Commission Counsel

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



**AGENDA ITEM 5
December 4, 2024**

Subject	Annual Report for 2023-2024
Recommendations	<ol style="list-style-type: none"> 1. Conduct Public Hearing of the Children and Families Commission for San Bernardino County’s Annual Report for 2023-2024. 2. Adopt the Children and Families Commission for San Bernardino County’s Annual Report for 2023-2024. (Presenter: Erin Meier, Administrative Supervisor I, 386-7706)
Financial Impact	None
Background Information	<p>The California Children and Families Act of 1998 (“Act”) was passed as Proposition 10 by California voters in November 1998 and enacted by the State Legislature through California Health and Safety Code Sections 130100-130155 and Revenue and Taxation Code Section 30131.</p> <p>Section 130150 of the Act requires every County Commission, on or before October 15th of each year, to issue a written report on the implementation and performance of their respective functions during the preceding fiscal year. Section 130140 (a) (G) additionally requires the County Commission to “conduct at least one public hearing prior to adopting any . . . report”. Section 130150 further requires that on or before November 1st of each year, each County Commission submit its report to the state commission for inclusion in the state commission’s consolidated report.</p> <p>The 2023-2024 Annual Report has been compiled and includes the number of children and families served, priorities, activities, program highlights, and overall accomplishments. The report also includes program demographics, fiscal information and analysis of services delivered based on the State’s Results Areas – Improved Family Functioning, Improved Child Development, Improved Child Health, and Improved Systems of Care.</p>
Review	Dawn Martin, Commission Counsel

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



**AGENDA ITEM 6
December 4, 2024**

Subject	Budget Revision for 2024-2025
Recommendations	Approve Budget Revision for Fiscal Year 2024-2025 to increase expenditures \$3,000,000 for a total expenditure of \$29,324,432. (Presenter: Debora Dickerson-Sims, Chief Financial Officer, 386-7706)
Financial Impact	Increase Expenditures by \$3,000,000 for FY 2024-2025.
Background Information	<p>The budget for FY 2024–2025 was approved by the Commission on June 5, 2024, with expenditures in the amount of \$26,324,432 and anticipated revenue of \$19,248,396 effective July 1, 2024.</p> <p>The First 5 Commission staff is requesting an increase of \$3,000,000 to the Strategic Priority Area budget. In this fiscal year, the Commission received an amount of \$1,121,885 more in grant funding than anticipated from Quality Counts California in addition to other anticipated revenues which create the need to increase expenditures.</p> <p>Under the Strategic Plan, investment areas are defined as Strategic Priority Areas (SPAs) and funding goals will be directed to each SPA:</p> <ul style="list-style-type: none"> • Child Health • Quality Early Learning • Family Supports <p>Pending Commission approval, the budget amount for contracted programs in the program SPAs will increase from \$17,531,026 to \$20,531,026. The total budget will change from \$26,324,432 to \$29,324,432.</p>
Review	Dawn Martin, Commission Counsel

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



AGENDA ITEM 7
December 4, 2024

Subject	Contract HW063 with Loma Linda University Children’s Hospital Resiliency Institute for Childhood Adversity.
Recommendation	Approve Contract HW063 with Loma Linda University Children’s Hospital in the amount of \$7,207,088 from January 1, 2025 through June 30, 2028, for the Resiliency Institute for Childhood Adversity. (Presenter: Iffat Quazi, Staff Analyst II, 386-7706)
Financial Impact	\$7,207,088 for Fiscal Years 2024-2028.

Background Information

The Resiliency Institute for Childhood Adversity (RICA) is an expansion of the Children’s Assessment Center in San Bernardino County. The center is a collaboration of numerous local agencies to provide forensic interviews and evidentiary medical examinations to evaluate child abuse allegations. The patient-centric services are holistic, addressing child safety and social determinants of health through a multi-disciplinary approach involving collaboration with a child’s caregiver and home environment, school, neighborhood, peer group, and beyond.

In May 2024, the Commission approved contract HW062 with Loma Linda University Children’s Hospital as part of the California Department of Health Care Services Children and Youth Behavioral Health Initiative Evidence-Based Practices and Community Defined Evidence Practices Grant. First 5 San Bernardino served as the fiscal agent for RICA to engage in Evidence-Based Practices and Child-Parent Psychotherapy to increase early intervention and support for the resiliency of children in San Bernardino County.

First 5 San Bernardino’s ongoing support will allow RICA to provide the following services:

- Forensic services delivered to victims of child abuse and neglect (CAN) which include prevention, early identification, diagnosis, and treatment to promote long-term safety and healthy developmental outcomes. Expert forensic services, including forensic interviewing, are led by board-certified Child Abuse Pediatricians who provide expert, state-of-the-art forensic services to victims of child maltreatment. Experts work collaboratively with County agencies to develop safety plans and provide vital investigative information to law enforcement agencies and expert testimony in court proceedings.
- Long-term holistic trauma-informed primary pediatric medical care led by Child Abuse Pediatricians with a team of specially trained medical providers. This unique primary care clinic incorporates a multi-disciplinary approach to the many facets of health by integrating key professionals that work in a collaborative care team to support children and their families/caregivers.
- Mental Health Services, including crisis intervention and evidenced-based dyadic care services, provide immediate short-term crisis support, as well as long-term therapeutic treatment plans. Behavioral health is delivered through a team of licensed/licensed-eligible care providers.
- Community Resource Team, including Community Health Workers (CHW), provide case management for medical care and mental healthcare treatment plans, connect patients and families to concrete support which includes step-by-step guidance accessing community resources, provide youth and families with emergency needs

and home visitation. These care providers coordinate care through complex systems and provide support for families with children who are at substantial risk for infant mortality.

- Educational Advocacy Team which includes one-on-one educational coaching for children including pregnant/parenting young caregivers. This team provides access to educational supports, post-secondary planning, scholarship support, and assistance in job placement.

Pending Commission approval, RICA will provide trauma-informed care for children 0-5 with a high burden of Adverse Childhood Experiences.

Approval of this item supports the following Strategic Priority Areas in the Commission’s 2023-2028 Strategic Plan:

- **Child Health Goal**
 - Health care providers are aware of and able to connect children and families to existing mental and behavioral supports and services.
- **Family Supports**
 - Families are connected to services that support children’s development and parent/caregiver resiliency.
 - Families and providers are aware of and know how to access existing county support and resources.
 - First 5 San Bernardino partners with agencies throughout the county to promote prevention and early identification of child abuse and neglect.

Review

Dawn Martin, Commission Counsel

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

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY

STANDARD CONTRACT**

<i>FOR COMMISSION USE ONLY</i>				
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 20000092	SC	Dept. 903	A
Organization Children and Families Commission				Contract Number HW063
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706	Contractor's License No.
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				Total Contract Amount \$7,207,088
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date January 1, 2025	Contract End Date June 30, 2028	Original Amount	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1006316	Amount \$752,955
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use	Estimated Payment Total by Fiscal Year			
RICA	FY	Amount	I/D	FY Amount I/D
	FY24-25	\$ 752,955		
	FY25-26	\$2,140,509		
	FY26-27	\$2,125,750		
	FY27-28	\$2,187,874		

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

Legal Name (hereinafter called the Contractor)
Loma Linda University Children's Hospital
 Department/Division
Resiliency Institute for Childhood Adversity
 Address
11234 Anderson Street
Loma Linda, CA 92354
 Phone
909-558-4747
 Federal ID No.
33-0565591

Program Address (if different from legal address):

 Grant Number (if applicable)

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

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

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

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

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

I.	DEFINITIONS.....	3
II.	CONTRACTOR’S SERVICE RESPONSIBILITIES.....	4
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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.

Uninsured: Individuals not covered by health insurance.

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

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

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

III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

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

O. Child Abuse Reporting

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

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

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

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

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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 –
 - a. Contractor shall defend, indemnify and hold the Commission, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, employees, and agents.
 - b. The Commission shall indemnify and hold Contractor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of the Commission, its officers, employees and agents.
 - c. In the event that Contractor or the Commission is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the Contractor and/or Commission shall indemnify the other to the extent of its comparative fault.

- d. The parties' indemnification obligations set forth above are conditioned on the following: (a) the indemnified party must provide the indemnifying party with: (i) prompt written notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; except that the indemnified party may participate in such defense at its own cost; and (iii) all reasonable necessary cooperation at the indemnifying party's expense in defending the claim; and (b) the indemnifying party will not settle any indemnifiable claim without the indemnified party's prior written consent to the extent such settlement requires the indemnified party to admit any liability or pay any amount not reimbursed by the indemnifying party. The parties' indemnification obligations provided herein survive expiration or termination of this Agreement.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions, Professional Liability policies, General Liability and Abuse/Molestation 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. Contractor shall make available insurance documents for review/inspection at its Office of Risk Management complete certified copies of the policies and endorsements immediately upon request.
 7. Acceptability of Insurance Carrier – Contractor may satisfy its insurance obligations under this Section III.S herein through participation in a program of self-insurance. 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.

- 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.

g. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance, which shall be included under the General Liability policy required herein, providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

T. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract shall

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Attorney's Fees and Costs

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

X. Ownership Rights

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

Y. Attribution

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

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

Z. Incongruous Activities

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

AA. Reports

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

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

- Program Reports

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

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

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- Fiscal Reports

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

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

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

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- Asset Report

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

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

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BB. Pro-Children Act of 1994

Contractor will comply with the Environmental Tobacco Smoke Act, also known as the Pro-Children Act of 1994 (<https://www.ecfr.gov/current/title-48/section-352.237-70>)

CC. Debarment, Suspension, and Other Responsibility Matters

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

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

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at [45 C.F.R. section 76.200](#)) by any federal department or agency;
- 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

DD.Environmental Requirements

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

EE. Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the Commission using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Commission within the earlier of: (1) the date of the submission of Contractor's proposal to the Commission, or (2) 12 months before the date this Contract was approved by the Commission. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Commission for 12 months after the Commission's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the Commission a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Commission within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

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 \$ 7,207,088 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 2024-25	\$ <u>752,955</u>	January 1, 2025 through June 30, 2025
Fiscal Year 2025-26	\$ <u>2,140,509</u>	July 1, 2025 through June 30, 2026
Fiscal Year 2026-27	\$ <u>2,125,750</u>	July 1, 2026 through June 30, 2027
Fiscal Year 2027-28	\$ <u>2,187,874</u>	July 1, 2027 through June 30, 2028

Initial Here

B. Payment Provisions

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

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

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

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

C. EFT Payments

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

D. Allowable Costs

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

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

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

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

Contractor shall obtain Commission approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based

on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by the Program Manager.

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

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E. Supplanting of Funds

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

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

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

H. Budget Line Item Variance

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

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

I. Procurement

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

J. Fixed Assets

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

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

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

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

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VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

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

B. Availability of Records

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

Program data shall be retained locally in San Bernardino County and made available upon request or turned over to Commission. If said records are not made available at the scheduled monitoring visit, Contractor may, at Commission's option, be required to reimburse Commission for expenses incurred

due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the invoiced monthly payment.

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

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E. Recovery of Investigation and Audit Costs

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

VIII. TERM

A. This Contract is effective as of January 1, 2025 and expires June 30, 2028 but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

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B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.

C. The contract term may be extended for two (2) additional one (1)-year periods by mutual agreement of the parties.

D. Continuation of this Contract for each fiscal year after June 30, 2028 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

A. Notices

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

Contractor: Loma Linda University Children's Hospital
11234 Anderson Street
Loma Linda, CA 92354

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

B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.

C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.

D. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and Commission.

E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

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

X. NONDISCRIMINATION

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

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

2. Civil Rights Compliance

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion,

marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.

D. Sexual Harassment

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

XIII. CONCLUSION

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

CHILDREN AND FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

LOMA LINDA UNIVERSITY CHILDREN'S
HOSPITAL

Legal Entity

▶ _____
Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Peter Baker
Printed Name

Senior Vice President and Administrator
Title

Dated

Official Stamp

<p>Reviewed for Processing</p> <p>▶ _____ Cindy Faulkner Assistant Director</p> <p>_____ Date</p>	<p>Approved as to Legal Form</p> <p>▶ _____ Dawn Martin Commission Counsel</p> <p>_____ Date</p>	<p>Presented to Commission for Signature</p> <p>▶ _____ Karen E. Scott Executive Director</p> <p>_____ Date</p>
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Agency Name:	Loma Linda University Children's Hospital	Contract #	HW063	Service Area:	Countywide
Program Name:	Resiliency Institute for Childhood Adversity (RICA)		Period:	FY24-25	

Expectations	<p>RICA will strengthen outreach methods and internal processes for accepting referrals. RICA plans to further increase outreach efforts in existing venues (local medical facilities and medical providers, LLUCH and affiliated clinics, CFS, Law Enforcement, District Attorney's Office, County Superintendent of Schools and various school districts) and expansion into new referrals sites, such as Preschool Services and the Inland Regional Center. Through collaboration with First 5, RICA hopes to learn of other 0-5 serving partners that would benefit from RICA services.</p> <p><i>(RICA opened in January 2022 and provided services to 360 children aged 0-5. Through community outreach efforts, expanded community partnerships and an MOU with Children and Family Services, RICA experienced over a 3-fold increase in 2023 to serve 1,183 children 0-5. This number is projected to increase to 2,000 in 2024. Overall, children 0-5 represent 73% of the population served at RICA. With full expansion of services however and increased provider availability, we expect to see 3,500 per year, increasing each year.)</i></p>
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Outcomes	<ul style="list-style-type: none"> • Increased provider availability for expert trauma-informed medical services including forensic evaluations and consultations, developmental assessments, well childcare, preventative education, sick visits and sub-specialty care. • Increased number of providers specially trained to provide children 5 and under with developmentally appropriate forensic interviewing, including specialized care for young children with disabilities. • Increased number of providers specially trained in dyadic behavioral health services to serve both the caregiver and the child as a dyad to target family well-being and healthy development. • Increased community outreach and educational efforts to 0-5 serving agencies throughout the county through workshops and presentations to increase knowledge of trauma-informed medical practices, increase education regarding signs and symptoms of abuse, and increase the number of children and families referred to RICA. • Improved community referral and intake process that includes processes to streamline referrals from county agencies and child welfare. Decreased wait times to receive quality trauma-informed care. • Establishment of a Family Support Wellness Center that will: (1) provide one-on-one immediate support to families in a nurturing, friendly environment, (2) increased case management services to provide targeted Social Determinants of Health and Learning screenings with concrete immediate guidance and support, (3) and provide home visitation as needed.
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Objective/ Goal/Measure	Activity/Description	Activity Dosage/Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data

<p># of children served through screening, diagnosis and identification</p> <p>Expand prevention and early identification of child abuse and neglect (0-5) by screening, retaining specially trained medical providers to increase specialized services to suspected victims 0-5 and increase caregiver knowledge regarding early signs/symptoms of abuse.</p>	<p>Forensic services delivered to victims of child abuse and neglect (CAN) which includes prevention, early identification, diagnosis, and treatment of CAN to promote long-term safety and healthy developmental outcomes.</p>	<p>Continuous</p>	<p>Quarterly</p>	<p>Aggregated count of children with demographic data - language, ethnicity, race, and age group (0-3 & 3-5)</p>	<p>Regular status reports (metrics, successes and challenges, efforts) in PDF or in narrative format, as available</p>
<p># of children and parents served through classes/education</p> <p>Increase social and emotional competence among our patients through increased mental health providers and support staff with specialized training to serve children 0-5 and their caregivers through dyadic care services.</p> <p>Increase community knowledge through didactic education and increased access to consult support to our community.</p>	<p>Mental Health Services, including crisis intervention and evidenced-based dyadic care services, that provide immediate short-term crisis support, as well as long-term therapeutic treatment plans.</p> <p>Provide training and knowledge to community partners to increase education and access.</p>	<p>Continuous</p>	<p>Quarterly</p>	<p>Aggregated count of children and parents with demographic data - language, ethnicity, race, and age group (0-3 & 3-5 for children)</p>	<p>Regular status reports (metrics, successes and challenges, efforts) in PDF or in narrative format, as available</p>
<p># of cases managed</p>	<p>Community Resource Team, including Community Health Workers</p>	<p>Continuous</p>	<p>Quarterly</p>	<p>Aggregated count of case-managed children and parents</p>	<p>Regular status reports (metrics, successes and challenges, efforts)</p>

<p>Develop a family support Wellness Center that will employ an Enhanced Care Management team and community resource staff to streamline referrals to RICA, provide case management surrounding SDOH/L support, provide home visits and develop community connections for families.</p>	<p>(CHW), provide case management for medical care and mental healthcare treatment plans, connect patients and families to concrete support which includes step-by-step guidance accessing community resources, provide youth and families with emergency needs and home visitation.</p>			<p>with demographic data - language, ethnicity, race, and age group (0-3 & 3-5 for children)</p>	<p>in PDF or in narrative format, as available</p>
<p>Educational Advocacy Team to provide educational advocacy. Continue to expand the diversity of the workforce within RICA. RICA seeks to provide continued training and employment opportunities for young adults/young parents with lived experience to serve the patient population.</p>	<p>Educational Advocacy Team provides access to educational supports, post-secondary planning, scholarship support, and assistance in job placement. T includes one-on-one educational coaching for children.</p> <p>The workforce expansion will include social work support, case management services, Community Healthcare Workers, community outreach staff, and Wellness Coaches.</p>	<p>Continuous</p>	<p>Quarterly</p>	<p>Aggregated count of trained providers (professionals) with demographic data - language, ethnicity, race, and age group</p>	<p>Regular status reports (metrics, successes and challenges, efforts) in PDF or in narrative format, as available</p>

<p>Data Type:</p>	<p>Quantitative & Qualitative</p>	
<p>Reporting Period:</p>		<p>Due: By the 15th of the following month</p>



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

ORGANIZATION:	LLUCH RICA	DIRECTOR:	Amy Young, MD	PROGRAM YEAR:	2024-2025
PROGRAM TITLE:	RICA Contract	PROGRAM DIRECTOR:	Amy Young, MD	TOTAL BUDGET:	\$ 752,955
INITIATIVE:		FINANCE OFFICER:	Jennifer Handy	RFP/CONTRACT #:	

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:											
1	TBD	Principle Investigator	0.15	105.77	312	41%	33,000	13,530	46,530	310,202	15%	Attending Physician oversight
2	Komal Aziz, MD	Child Abuse Pediatrician	0.50	88.94	1040	41%	92,498	37,924	130,422	260,843	50%	Provide multi-disciplinary forensic medical evaluations, diagnosis, and treatment to any child experiencing significant abuse and/or neglect
3	Ada Garcia, MD	Trauma Informed Pediatrician	0.50	86.54	1040	41%	90,002	36,901	126,902	253,805	50%	Provide on-going trauma informed primary pediatric care
4	TBD	Clinical Therapist	0.50	45.67	1040	36%	47,497	17,099	64,596	129,191	50%	Provide mental health services
5	TBD	Educational Advocacy Supervisor, M.Ed.	0.50	47.60	1040	36%	49,504	17,821	67,325	134,651	50%	Oversee the Educational Advocacy Team for one-on-one educational coaching, educational support, post-secondary planning, and scholarship support.
6	TBD	RICA Assistant Director	0.50	72.12	1040	36%	75,005	27,002	102,007	204,013	50%	RICA staff oversight/management



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

ORGANIZATION:	LLUCH RICA	DIRECTOR:	Amy Young, MD	PROGRAM YEAR:	2024-2025
PROGRAM TITLE:	RICA Contract	PROGRAM DIRECTOR:	Amy Young, MD	TOTAL BUDGET:	\$ 752,955
INITIATIVE:		FINANCE OFFICER:	Jennifer Handy	RFP/CONTRACT #:	

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
7	Kelly Gasso Forensic Interviewer	0.50	41.35	1040	36%	43,004	15,481	58,485	116,971	50%	Provide forensic interviews
8	TBD Community Healthcare Worker	0.50	26.44	1040	36%	27,498	9,899	37,397	74,793	50%	Provide case management for medical care and mental healthcare treatment plans, connect patients and families to support and resources
9	Vanessa Cortez Behavioral Health Supervisor	0.20	52.40	416	36%	21,798	7,847	29,646	148,229	20%	Provide support for the Behavioral Health Team, including data and intake processes
10	TBD Referral Coordinator and Data Analyst, LVN	0.50	35.10	1040	36%	36,504	13,141	49,645	99,291	50%	Provide care in the clinic, patient referrals and program data
Total Salaries & Benefits						\$ 516,309	\$ 196,646	\$ 712,955	\$ 1,731,990		



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

ORGANIZATION:	LLUCH RICA	DIRECTOR:	Amy Young, MD	PROGRAM YEAR:	2024-2025
PROGRAM TITLE:	RICA Contract	PROGRAM DIRECTOR:	Amy Young, MD	TOTAL BUDGET:	\$ 752,955
INITIATIVE:	0	FINANCE OFFICER:	Jennifer Handy	RFP/CONTRACT #:	0

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Mileage for Home Visitation	2%	15,000	Provide mileage to Community Resource Team for home visitation
2	Trauma-Informed Staff Training	3%	25,000	Monthly trauma-informed staff training
Total Services & Supplies			\$ 40,000	

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

IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1				
Total Travel			\$ -	

V. INDIRECT COSTS				
	Percent:			
	Basis:			
Total Indirect Costs			\$ -	

TOTAL FIRST 5 BUDGET			\$ 752,955	
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**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR:**

2025-2026

ORGANIZATION:	LLUCH	DIRECTOR:	Amy Young, MD	PROGRAM YEAR:	2025-2026
PROGRAM TITLE:	RICA Contract	PROGRAM DIRECTOR:	Amy Young, MD	TOTAL BUDGET:	\$ 2,140,509
INITIATIVE:		FINANCE OFFICER:	Jennifer Handy	RFP/CONTRACT #:	

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name:										
	Position:										
1	TBD	0.30	108.94	624	41%	67,979	27,871	95,850	319,499	30%	Attending Physician oversight
2	Komal Aziz, MD	1.00	91.61	2080	41%	190,549	78,125	268,674	268,674	100%	Provide multi-disciplinary forensic medical evaluations, diagnosis, and treatment to any child experiencing significant abuse and/or neglect
3	Carly Barruga, MD	1.00	91.61	2080	41%	190,549	78,125	268,674	268,674	100%	Provide multi-disciplinary forensic medical evaluations, diagnosis, and treatment to any child experiencing significant abuse and/or neglect
4	Ada Garcia, MD	1.00	89.13	2080	41%	185,390	76,010	261,400	261,400	100%	Provide on-going trauma informed primary pediatric care
5	TBD	1.00	47.04	2080	36%	97,843	35,224	133,067	133,067	100%	Provide mental health services
6	TBD	1.00	49.02	2080	36%	101,962	36,706	138,668	138,668	100%	Oversee the Educational Advocacy Team for one-on-one educational coaching, educational support, post-secondary planning, and scholarship support.
7	TBD	1.00	74.28	2080	36%	154,502	55,621	210,123	210,123	100%	RICA staff oversight/management
8	Kelly Gasso	1.00	42.59	2080	36%	88,587	31,891	120,479	120,479	100%	Provide forensic interviews
9	TBD	1.00	27.24	2080	36%	56,659	20,397	77,057	77,057	100%	Provide case management for medical care and mental healthcare treatment plans, connect patients and families to support and resources
10	TBD	1.00	27.24	2080	36%	56,659	20,397	77,057	77,057	100%	Provide case management for medical care and mental healthcare treatment plans, connect patients and families to support and resources



FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET
 FISCAL YEAR: 2025-2026

ORGANIZATION:	LLUCH	DIRECTOR:	Amy Young, MD	PROGRAM YEAR:	2025-2026
PROGRAM TITLE:	RICA Contract	PROGRAM DIRECTOR:	Amy Young, MD	TOTAL BUDGET:	\$ 2,140,509
INITIATIVE:		FINANCE OFFICER:	Jennifer Handy	RFP/CONTRACT #:	

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
11	Vanessa Cortez Behavioral Health Supervisor	0.40	53.98	832	36%	44,911	16,168	61,079	152,699	40%	Provide mental health services oversight
12	TBD Medical Assistant	1.00	27.24	2080	36%	56,659	20,397	77,057	77,057	100%	Provide medical support in the clinic
13	TBD Behavioral Health Coordinator	1.00	42.09	2080	36%	87,547	31,517	119,064	119,064	100%	Provide support for the Behavioral Health Team, including data and intake processes
14	TBD Referral Coordinator and Data Analyst, LVN	1.00	36.15	2080	36%	75,192	27,069	102,261	102,261	100%	Provide care in the clinic, patient referrals and program data
Total Salaries & Benefits						\$ 1,454,989	\$ 555,519	\$ 2,010,509	\$ 2,325,777		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2025-2026**

ORGANIZATION:	LLUCH	DIRECTOR:	Amy Young, MD	PROGRAM YEAR:	2025-2026
PROGRAM TITLE:	RICA Contract	PROGRAM DIRECTOR:	Amy Young, MD	TOTAL BUDGET:	\$ 2,140,509
INITIATIVE:		FINANCE OFFICER:	Jennifer Handy	RFP/CONTRACT #:	0
II. SERVICES & SUPPLIES					
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1	Epic Implementation	2%	50,000	Epic build and implementation to ensure electronic records include improved screening processes, increased communication among providers, & efficient data collection	
2	Mileage for Home Visitation	1%	30,000	Provide mileage to Community Resource Team for home visitation	
3	Trauma-Informed Staff Training	2%	50,000	Monthly trauma-informed staff training	
	Total Services & Supplies		\$ 130,000		
III. FOOD					
	Event(s):		TOTAL F5SB BUDGET (\$)	Description/Justification:	
1					
	Total Food		\$ -		
IV. TRAVEL					
	Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1					
	Total Travel		\$ -		
V. INDIRECT COSTS					
	Percent:				
	Basis:				
	Total Indirect Costs		\$ -		
TOTAL FIRST 5 BUDGET			\$ 2,140,509		



FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET
 FISCAL YEAR: 2026-2027

ORGANIZATION:	LLUCH RICA	DIRECTOR:	Amy Young, MD	PROGRAM YEAR:	2026-2027
PROGRAM TITLE:	RICA Contract	PROGRAM DIRECTOR:	Amy Young, MD	TOTAL BUDGET:	\$ 2,125,750
INITIATIVE:		FINANCE OFFICER:	Jennifer Handy	RFP/CONTRACT #:	

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name:										
1	TBD	0.30	112.21	624	41%	70,019	28,708	98,727	329,089	30%	Attending Physician Oversight
2	Komal Aziz, MD	1.00	94.36	2080	41%	196,269	80,470	276,739	276,739	100%	Provide multi-disciplinary forensic medical evaluations, diagnosis, and treatment to any child experiencing significant abuse and/or neglect
3	Carly Barruga, MD	1.00	94.36	2080	41%	196,269	80,470	276,739	276,739	100%	Provide multi-disciplinary forensic medical evaluations, diagnosis, and treatment to any child experiencing significant abuse and/or neglect
4	Ada Garcia, MD	1.00	91.81	2080	41%	190,965	78,296	269,260	269,260	100%	Provide on-going trauma informed primary pediatric care
5	TBD	1.00	48.45	2080	36%	100,776	36,279	137,055	137,055	100%	Provide mental health services
6	TBD	1.00	50.49	2080	36%	105,019	37,807	142,826	142,826	100%	Oversee the Educational Advocacy Team for one-on-one educational coaching, educational support, post-secondary planning, and scholarship support.
7	TBD	1.00	76.51	2080	36%	159,141	57,291	216,431	216,431	100%	RICA staff oversight/management
8	Kelly Gasso	1.00	43.86	2080	36%	91,229	32,842	124,071	124,071	100%	Provide forensic interviews
9	TBD	1.00	28.05	2080	36%	58,344	21,004	79,348	79,348	100%	Provide case management for medical care and mental healthcare treatment plans, connect patients and families to support and resources



FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET
 FISCAL YEAR: 2026-2027

ORGANIZATION:	LLUCH RICA	DIRECTOR:	Amy Young, MD	PROGRAM YEAR:	2026-2027
PROGRAM TITLE:	RICA Contract	PROGRAM DIRECTOR:	Amy Young, MD	TOTAL BUDGET:	\$ 2,125,750
INITIATIVE:		FINANCE OFFICER:	Jennifer Handy	RFP/CONTRACT #:	

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
10	TBD Community Healthcare Worker	1.00	28.05	2080	36%	58,344	21,004	79,348	79,348	100%	Provide case management for medical care and mental healthcare treatment plans, connect patients and families to support and resources
11	Vanessa Cortez Behavioral Health Supervisor	0.40	55.60	832	36%	46,259	16,653	62,913	157,281	40%	Provide mental health services oversight
12	TBD Medical Assistant	1.00	28.05	2080	36%	58,344	21,004	79,348	79,348	100%	Provide medical support in the clinic
13	TBD Behavioral Health Coordinator	1.00	43.35	2080	36%	90,168	32,460	122,628	122,628	100%	Provide support for the Behavioral Health Team, including data and intake processes
14	TBD Referral Coordinator and Data Analyst, LVN	1.00	37.23	2080	36%	77,438	27,878	105,316	105,316	100%	Provide care in the clinic, patient referrals and program data
	Total Salaries & Benefits					\$ 1,498,584	\$ 572,166	\$ 2,070,750	\$ 2,395,482		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2026-2027**

ORGANIZATION:	LLUCH RICA	DIRECTOR:	Amy Young, MD	PROGRAM YEAR:	2026-2027
PROGRAM TITLE:	RICA Contract	PROGRAM DIRECTOR:	Amy Young, MD	TOTAL BUDGET:	\$ 2,125,750
INITIATIVE:	0	FINANCE OFFICER:	Jennifer Handy	RFP/CONTRACT #:	0

II. SERVICES & SUPPLIES					
Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:		
1 Mileage for Home Visitation	1%	30,000	Provide mileage to Community Resource Team for home visitation		
2 Trauma-Informed Staff Training	1%	25,000	Monthly trauma-informed staff training		
Total Services & Supplies		\$ 55,000			
III. FOOD					
Event(s):	TOTAL F5SB BUDGET (\$)	Description/Justification:			
1					
Total Food		\$ -			
IV. TRAVEL					
Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:		
1					
Total Travel		\$ -			
V. INDIRECT COSTS					
Percent:					
Basis:					
Total Indirect Costs		\$ -			
TOTAL FIRST 5 BUDGET		\$ 2,125,750			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2027-2028**

ORGANIZATION:	LLUCH RICA	DIRECTOR:	Amy Young, MD	PROGRAM YEAR:	2027-2028
PROGRAM TITLE:	RICA Contract	PROGRAM DIRECTOR:	Amy Young, MD	TOTAL BUDGET:	\$ 2,187,874
INITIATIVE:		FINANCE OFFICER:	Jennifer Handy	RFP/CONTRACT #:	

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name:										
1	TBD	0.30	115.58	624	41%	72,122	29,570	101,692	338,973	30%	Attending Physician oversight
2	Komal Aziz, MD	1.00	97.19	2080	41%	202,155	82,884	285,039	285,039	100%	Provide multi-disciplinary forensic medical evaluations, diagnosis, and treatment to any child experiencing significant abuse and/or neglect
3	Carly Barruga, MD	1.00	97.19	2080	41%	202,155	82,884	285,039	285,039	100%	Provide multi-disciplinary forensic medical evaluations, diagnosis, and treatment to any child experiencing significant abuse and/or neglect
4	Ada Garcia, MD	1.00	94.56	2080	41%	196,685	80,641	277,326	277,326	100%	Provide on-going trauma informed primary pediatric care
5	TBD	1.00	49.91	2080	36%	103,813	37,373	141,185	141,185	100%	Provide mental health services
6	TBD	1.00	52.01	2080	36%	108,181	38,945	147,126	147,126	100%	Oversee the Educational Advocacy Team for one-on-one educational coaching, educational support, post-secondary planning, and scholarship support.
7	TBD	1.00	78.80	2080	36%	163,904	59,005	222,909	222,909	100%	RICA staff oversight/management
8	Kelly Gasso	1.00	45.18	2080	36%	93,974	33,831	127,805	127,805	100%	Provide forensic interviews
9	TBD	1.00	28.89	2080	36%	60,091	21,633	81,724	81,724	100%	Provide case management for medical care and mental healthcare treatment plans, connect patients and families to support and resources



FIRST 5 SAN BERNARDINO
 PROGRAM BUDGET
 FISCAL YEAR: 2027-2028

ORGANIZATION:	LLUCH RICA	DIRECTOR:	Amy Young, MD	PROGRAM YEAR:	2027-2028
PROGRAM TITLE:	RICA Contract	PROGRAM DIRECTOR:	Amy Young, MD	TOTAL BUDGET:	\$ 2,187,874
INITIATIVE:		FINANCE OFFICER:	Jennifer Handy	RFP/CONTRACT #:	

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
10	TBD Community Healthcare Worker	1.00	28.89	2080	36%	60,091	21,633	81,724	81,724	100%	Provide case management for medical care and mental healthcare treatment plans, connect patients and families to support and resources
11	Vanessa Cortez Behavioral Health Supervisor	0.40	57.26	832	36%	47,640	17,151	64,791	161,977	40%	Provide mental health services oversight
12	TBD Medical Assistant	1.00	28.89	2080	36%	60,091	21,633	81,724	81,724	100%	Provide medical support in the clinic
13	TBD Behavioral Health Coordinator	1.00	44.65	2080	36%	92,872	33,434	126,306	126,306	100%	Provide support for the Behavioral Health Team, including data and intake processes
14	TBD Referral Coordinator and Data Analyst, LVN	1.00	38.35	2080	36%	79,768	28,716	108,484	108,484	100%	Provide care in the clinic, patient referrals and program data
Total Salaries & Benefits						\$ 1,543,543	\$ 589,331	\$ 2,132,874	\$ 2,467,342		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2027-2028**

ORGANIZATION:	LLUCH RICA	DIRECTOR:	Amy Young, MD	PROGRAM YEAR:	2027-2028
PROGRAM TITLE:	RICA Contract	PROGRAM DIRECTOR:	Amy Young, MD	TOTAL BUDGET:	\$ 2,187,874
INITIATIVE:	0	FINANCE OFFICER:	Jennifer Handy	RFP/CONTRACT #:	0

II. SERVICES & SUPPLIES					
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1	Mileage for Home Visitation	1%	30,000	Provide mileage to Community Resource Team for home visitation	
2	Trauma-Informed Staff Training	1%	25,000	Monthly trauma-informed staff training	
Total Services & Supplies			\$ 55,000		
III. FOOD					
	Event(s):		TOTAL F5SB BUDGET (\$)	Description/Justification:	
1					
Total Food			\$ -		
IV. TRAVEL					
	Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1					
Total Travel			\$ -		
V. INDIRECT COSTS					
	Percent:				
	Basis:				
Total Indirect Costs			\$ -		
TOTAL FIRST 5 BUDGET			\$ 2,187,874		

ATTACHMENT C

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Commission for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the Commission in a proceeding on the matter for the purpose of influencing the Commission's decision on the matter; or (c) communicates with Commission employees, for the purpose of influencing the Commission's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Commission for purposes of influencing the Commission's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Commission. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Loma Linda University Children's Hospital - RICA
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes X If yes, skip Question Nos. 3-4 and go to Question No. 5
 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Peter Baker, Senior Vice President and Administrator
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):N/A
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Loma Linda University Medical Center	Parent

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
LLUFMG	Amy Young, MD	
LLUCH	Brett Walls	

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the Commission.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Commission and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the Commission on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Commission member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Commission members to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Commission while award of this Contract is being considered and for 12 months after a final decision by the Commission.



Program Outline Document 2024-2028

AGENCY INFORMATION

Contract #: HW063

Legal Entity: Loma Linda University Children’s Hospital Resiliency Institute for Childhood Adversity (LLUCH RICA)

Dept./Division: Division of Forensic Pediatrics

Project Name:

Program Site Address: 11374 Mountain View Ave, Loma Linda, CA 92354

Client Referral Phone #: 909-558-6715

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

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

Address: 11234 Anderson St, Loma Linda, CA 92354 **Direct Phone #:** 909-558-4747

E-Mail: jpbaker@llu.edu **Fax #:**

CONTRACT REPRESENTATIVE

Name: Amy Young, MD **Title:** Chief Division of Forensic Pediatrics

Address: 11374 Mountain View Ave, Loma Linda, CA 92354 **Direct Phone #:** 909-635-4089

E-Mail: ayoung@llu.edu **Fax #:**

PROGRAM CONTACT

Name: Amy Young, MD **Title:** Chief Division of Forensic Pediatrics

Address: 11374 Mountain View Ave, Loma Linda, CA 92354 **Direct Phone #:** 909-635-4089

E-Mail: ayoung@llu.edu **Fax #:**

FISCAL CONTACT

Name: Jennifer Handy **Title:** Fiscal and Grant Coordinator

Address: 11374 Mountain View Ave, Loma Linda, CA 92354 **Direct Phone #:** 909-558-6931

E-Mail: jhandy@llu.edu **Fax#:**

ADDITIONAL CONTACT (Describe): Program

Name: **Title:**

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

E-Mail _____

Fax #: _____

PROGRAM INFORMATION

TYPE OF AGENCY Private Entity/Institution

Describe: Non Profit

PROGRAM DESCRIPTION

RICA is a pilot program creating a Whole Child Health Home through the development of a Community of Support Model. RICA currently has the following components:

Countywide

- Forensic services delivered to victims of child abuse and neglect (CAN) which includes prevention, early identification, diagnosis, and treatment of CAN to promote long-term safety and healthy developmental outcomes. Expert forensic services, including forensic interviewing, are led by board-certified Child Abuse Pediatricians who provide expert, state of the art forensic services to victims of child maltreatment. Experts work collaboratively with county agencies to develop safety plans and provide vital investigative information to law enforcement agencies and expert testimony in court proceedings.
- Long-term holistic trauma-informed primary pediatric medical care led by Child Abuse Pediatricians with a team of specially trained medical providers. This unique primary care clinic incorporates a multi-disciplinary approach to the many facets of health by integrating key professionals that work in a collaborative care team to support children and their families/caregivers.
 - o Mental Health Services, including crisis intervention and evidenced-based dyadic care services, that provide immediate short-term crisis support, as well as long-term therapeutic treatment plans. Behavioral health is delivered through a team of licensed/licensed-eligible care providers.
 - o Community Resource Team, including Community Health Workers (CHW), provide case management for medical care and mental healthcare treatment plans, connect patients and families to concrete support which includes step-by-step guidance accessing community resources, provide youth and families with emergency needs and home visitation. These care providers coordinate care through complex systems and provide support for families with children who are at substantial risk for infant mortality.
 - o Educational Advocacy Team which includes one-on-one educational coaching for children including pregnant/parenting young caregivers. This team provides access to educational supports, post-secondary planning, scholarship support, and assistance in job placement.

STRATEGIC PRIORITY AREA & OBJECTIVES

<input type="checkbox"/> Child Health	<input type="checkbox"/> Early Learning	<input type="checkbox"/> Family Supports
<input type="checkbox"/> Children are screened and connected to appropriate developmental services	<input type="checkbox"/> Quality early learning can be accessed and utilized by families	<input checked="" type="checkbox"/> Families are connected to services that support children’s development and parent/caregiver resiliency
<input type="checkbox"/> Children’s health is promoted through community education about local health issues	<input type="checkbox"/> Early learning providers receive training and support to provide high quality learning opportunities to children.	<input type="checkbox"/> Families are connected to resources that support their caregiving skills and social/family engagement.

<input type="checkbox"/> Maternal health is promoted in the county through trainings and education for providers and families	<input type="checkbox"/> School readiness is promoted through increasing access to early literacy support and materials.	<input checked="" type="checkbox"/> Families and providers are aware of and know how to access existing county support and resources.
<input checked="" type="checkbox"/> Health care providers are aware of and able to connect children and families to existing mental and behavioral supports and services		<input checked="" type="checkbox"/> First 5 San Bernardino partners with agencies throughout the county to promote prevention and early identification of child abuse and neglect

Defined by the Strategic Plan

ASSIGNED ANALYST: Iffat Quazi

ASSIGNED ACCOUNTANT: Ileana Conely

ASSIGNED EVALUATOR: Ray Salamat

PROCUREMENT TYPE: Competitive Non-Competitive Continuing

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2024-2025	\$ 752,955.00	\$0	\$ 752,955.00
2025-2026	\$2,140,509.00	\$0	\$2,140,509.00
2026-2027	\$2,125,750.00	\$0	\$2,125,750.00
2027-2028	\$2,187,874.00	\$0	\$2,187,874.00
Total			\$7,207,088.00