FIRST 5 SAN BERNARDINO
Stronger starts, better life

Agenda: Children and Families Commission 10-2025

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

Meeting date, time, location	October 29, 2025 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 Quarter Marketing Highlights: Video compilation* presented by Chris Perez, Partner at Westbound Communications and Kimberly VandenBosch, Communications Officer at 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 July 2, 2025, Commission Meeting.

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

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

2	Approve First 5 San Bernardino Children and Families Commission meeting dates for the 2026 calendar year. (Presenter: Traci L. Homan, Executive Assistant, 386.7706)
3	1. Approve and ratify the following Agreements with Riverside County Children and Families Commission for a retroactive term from July 1, 2025, through June 30, 2026: a. Agreement No. CF26107 for the provision of services in the amount of $757,830 awarded through First 5 California for the IMPACT Legacy RFA to support Quality Start San Bernardino. b. Agreement No. CF26108 for Professional Services for $98,000 to support the Quality Start San Bernardino data system through the Region 9 Hub for the First 5 California IMPACT Legacy Initiative. 2. Authorize the Executive Director to also execute Agreement Nos. CF26107 and CF26108 with Riverside County Children and Families Commission. (Presenter: Erin Meier, Administrative Supervisor I, 386.7706)

Item No.	DISCUSSION
4	Approve Contract EC053 with Reach Out and Read Inc. in a cumulative total amount of $710,456 for a term from November 1, 2025, through June 30, 2028, for Reach Out and Read services for children and families. (Presenter: Erin Meier, Administrative Supervisor I, 386.7706)

Item No.	INFORMATION
5	Receive information on approval of employment contracts entered into by San Bernardino County upon request of the Children and Families Commission with the following individuals for the period of July 26, 2025 – March 31, 2028: a) Honesty Pierson as a Senior Office Assistant b) Itzel Quinonez as a Senior Office Assistant c) Ernest Marquez as a Staff Analyst II d) Raylena Figueroa as a Staff Analyst II e) Ethan Flowrest as an Accountant II f) Santos Ayon as an Accountant II (Presenter: Karen E. Scott, Executive Director, 386.7706)

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

Adjourn In Memory

Kim Browder, Business Support Manager at First 5 San Bernardino

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Next Meeting	***Wednesday, December 3, 2025*** **3:30 p.m. to 5:00 p.m.**

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Minutes: Children and Families Commission Meeting

Date, time, location	July 2, 2025 3:31 p.m. First 5 San Bernardino Commission Conference Center, 735 E. Carnegie Drive, Suite 150, San Bernardino, CA 92408
Pledge of Allegiance	Pledge of Allegiance by Chair Weinstein, M.D.
Special Presentation	*Child Care Resource Center presented: Cultivating Child, Family and Community well-being – presented by James Moses, Director of Strategic Engagement.*
Conflict of Interest Disclosure	Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests. A Commission member with conflicts of interests shall state their conflict under the appropriate item. A Commission member may not participate in or influence the decision on a contract for which their abstention has been recorded.

Attendees

Commissioners Present
- Chair Elliot Weinstein, M.D.
- Commissioner Ted Alejandre
- Supervisor Baca Jr.
- Commissioner Josh Dugas
- Commissioner Gary Ovitt
- Vice Chair, Dr. Gwen Dowdy-Rodgers

Absent
- Commissioner Gilbert Ramos

Legal Counsel
- Dawn Martin, Deputy County Counsel

Staff
- Karen Scott, Executive Director
- Traci Homan, Commission Clerk

Changes to the agenda	None

Executive Director's Report

Ms. Scott's Executive Director's report highlighted key summer activities and broader strategic efforts of First 5 San Bernardino (F5SB) in July 2025. It began with the kick off of the annual Kids Safe Summer campaign in collaboration with Loma Linda University Children's Hospital, emphasizing water safety, sun protections, and travel safety. The report also outlined updates from state-level partners (First 5 California and the First 5 Association), budget developments affecting early childhood services, and current legislative activities.

F5SB is closely tracking statewide indicators and local trends related to prenatal care, child abuse allegations and childcare capacity – all crucial to advancing the agency's strategic priorities of Child Health, Early Learning, and Family Support. Ms. Scott acknowledged F5SB partnerships, especially with Public Health and the Maternal Health Network, and a reminder about the 3rd Quarterly Budget Status Report.

<u>Kids Safe Summer Campaign</u>
Media event launched with Loma Linda University Children's Hospital.
Safety themes: water, sun, and travel.
Promoted Water Watcher wrist tags for designated adult supervision.
Shared ABC's of water safety:
A – Active adult supervision
B – Barriers
C – Classes and CPR

Highlighted dangers of hot cars and importance of hydration, sunscreen, hats, and sunglasses.

Car seat safety demo led by Michelle Parker from Loma Linda Safe Kids Inland Empire.

<u>Strategic Plan & Commission Update</u>
2023 Strategic Plan remains effective through 2028.
One change made to Strategic Plan on page 5. Replaced Commissioner Diana Alexander with Commissioner Gilbert Ramos, Assistant Executive Officer for San Bernardino County.

<u>Partner Updates</u>
First 5 California (2025–2028 Strategic Plan) has been approved.
Advocacy for early learning and family stability.
Focus on ACEs, child development, and service integration.
First 5 Association (2025–2030 Framework):
Policy advancement, systems coordination, leadership development.
Support in research, advocacy, relationships, and strategic communications.

<u>State Budget Impact (2025)</u>
Uncertain impacts on prenatal–age 5 population.
Disappointment: Reduced funding for ACEs Aware.
Positive funding:
$7.4M for diaper banks.
$43.8M for SUN Bucks summer food program.
Reduces funding for Child Care Bridge Program by $30M.

$70M repurposed for provider rate increases.
TK and UPK grants extended and/or funded.
Concerns:
Potential Medicaid match reduction in federal budget.
Cuts to SNAP could affect millions.

San Bernardino County Community Indicators
Prenatal Care: 81.5% of mothers received early prenatal care in 2023 (lowest in 10 years).
Child Abuse/Neglect:
19% decrease in substantiated allegations (2023–2024).
17% decrease in foster care entries.
Child Care Capacity:
14% increase in licensed family child care spaces (2021–2023).
13% increase in licensed center-based care.
Still 29% below 2012 levels.

Public Health & Maternal Health Partnership
Fetal and Infant Mortality Review (FIMR) now includes maternal interviews.
Valuable insights being used by Maternal Health Network and F5SB.
Ms. Scott expressed gratitude to Dr. Sayida Peprah and her staff for their efforts, as well as to Monique Amis and her colleagues.

Lastly, Ms. Scott presented the 3rd Quarterly Budget Status Report, which was not presented last month.

Item No.	CONSENT
1	Approve Minutes from June 4, 2025, Commission Meeting. **Roll Call** Motion/Second: Supervisor Baca, Jr./Commissioner Dugas Aye: Commissioner Alejandre, Supervisor Baca, Jr., Vice Chair Dr. Gwen Dowdy-Rodgers, Commissioner Dugas, Commissioner Ovitt, and Chair Weinstein, M.D. Absent: Commissioner Ramos Without further comment or objection, motion carried by unanimous vote to approve consent items.
2	Approve Amendment A2 to Contract IC052 with Diversity Uplifts, Inc., to increase the Contract in the amount of $1,855,559 for a cumulative total not to exceed $3,686,186 retroactive to July 1, 2025, for Fiscal Years 2025-2028 to continue serving as the backbone agency for the Maternal Health Network. (Presenter: Erin Meier, Administrative Supervisor I, 386-7706) **Roll Call** Motion/Second: Supervisor Baca, Jr./Commissioner Dugas Aye: Commissioner Alejandre, Supervisor Baca, Jr., Vice Chair Dr. Gwen Dowdy-Rodgers, Commissioner Dugas, Commissioner Ovitt, Chair Weinstein, M.D. Absent: Commissioner Ramos Without further comment or objection, motion carried by unanimous vote to approve consent items.

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3	Approve Amendment A1 for Contract IC051 with Inland Empire Community Collaborative-Children's Cabinet for $186,835 retroactive to July 1, 2025, for Fiscal Year 2025-2026 for a cumulative total of $484,303 to continue towards collective impact through policy and advocacy to benefit children and families. (Presenter: Erin Meier, Administrative Supervisor I, 386-7706) **Roll Call** Motion/Second: Supervisor Baca, Jr./Commissioner Dugas Aye: Commissioner Alejandre, Supervisor Baca, Jr., Vice Chair Dr. Gwen Dowdy-Rodgers, Commissioner Dugas, Commissioner Ovitt, Chair Weinstein, M.D. Absent: Commissioner Ramos Without further comment or objection, motion carried by unanimous vote to approve consent items.
4	Approve Amendment 1 to Contract SI041 with Loma Linda University Children's Hospital, retroactive to July 1, 2025, for $573,617 for Fiscal Year 2025-2026 for a total not to exceed amount of $1,702,379. (Presenter: Erin Meier, Administrative Supervisor I, 386-7706) **Roll Call** Motion/Second: Supervisor Baca, Jr./Commissioner Dugas Aye: Commissioner Alejandre, Supervisor Baca, Jr., Vice Chair Dr. Gwen Dowdy-Rodgers, Commissioner Dugas, Commissioner Ovitt, Chair Weinstein, M.D. Absent: Commissioner Ramos Without further comment or objection, motion carried by unanimous vote to approve consent items.
5	Approve the following contracts for implementation of Quality Counts California – Quality Start San Bernardino for Fiscal Year 2025-2026 effective on July 1, 2025: A. San Bernardino County Superintendent of Schools for Contract EC052 for $42,279 for administrative services; and B. University Enterprises Corporation/California State University, San Bernardino, for Contract EC050 for $83,657 to enhance higher education opportunities in early care and education and conduct site assessment; and C. Child Care Resource Center for Contract EC048 for $1,065,838 for outreach and enrollment, coordination of quality improvement services, program evaluation and professional development. (Presenter: Erin Meier, Administrative Supervisor I, 386-7706) **Roll Call** Motion/Second: Supervisor Baca, Jr./Commissioner Dugas Aye: Commissioner Alejandre, Supervisor Baca, Jr., Vice Chair Dr. Gwen Dowdy-Rodgers, Commissioner Dugas, Commissioner Ovitt, Chair Weinstein, M.D. Abstain: Commissioner Alejandre and Vice Chair, Dr. Gwen Dowdy-Rodgers abstained from 5A. Absent: Commissioner Ramos Without further comment or objection, motion carried by unanimous vote to approve consent items.

6	Approve the following contracts for implementation of IMPACT - Quality Counts California for Fiscal Year 2025-2026 effective on July 1, 2025: A. San Bernardino County Superintendent of Schools for Contract EC051 for $186,785 for administrative services; and B. University Enterprises Corporation/California State University, San Bernardino, for Contract EC049 for $221,724 to enhance higher education opportunities in early care and education and conduct site assessments; and C. Child Care Resource Center for Contract EC047 for $1,345,522 for outreach and enrollment, coordination of quality improvement services, program evaluation and professional development. (Presenter: Erin Meier, Administrative Supervisor I, 386-7706) **Roll Call** Motion/Second: Supervisor Baca, Jr./Commissioner Dugas Aye: Commissioner Alejandre, Supervisor Baca, Jr., Vice Chair Dr. Gwen Dowdy-Rodgers, Commissioner Dugas, Commissioner Ovitt, Chair Weinstein, M.D. Abstain: Commissioner Alejandre and Vice Chair, Dr. Gwen Dowdy-Rodgers abstained from 6A. Absent: Commissioner Ramos Without further comment or objection, motion carried by unanimous vote to approve consent items.

Item No.	DISCUSSION
7	Approve payment of membership dues to First 5 Association of California in the amount of $57,899. (Presenter: Karen E. Scott, Executive Director, 386-7706) **Roll Call** Motion/Second: Supervisor Baca, Jr./Vice Chair, Dr. Gwen Dowdy-Rodgers Aye: Commissioner Alejandre, Supervisor Baca, Jr., Vice Chair Dr. Gwen Dowdy-Rodgers, Commissioner Dugas, Commissioner Ovitt, Chair Weinstein, M.D. Absent: Commissioner Ramos Without further comment or objection, motion carried by unanimous vote to approve Item 7.

Public Comment

None

Commissioner Roundtable

Commissioners collectively thanked James Moses for his presentation and wished everyone a happy and safe 4th of July.

Meeting adjourned at 4:18 p.m.

Next Meeting

Wednesday, August 6, 2025
3:30 p.m.

Attest

Vice Chair, Dr. Gwen Dowdy-Rodgers

Traci L. Homan, Commission Clerk

AGENDA ITEM 2
October 29, 2025

Subject	2026 First 5 San Bernardino Children and Families Commission meeting dates.
Recommendations	Approve First 5 San Bernardino Children and Families Commission meeting dates for the 2026 calendar year. (Presenter: Traci L. Homan, Executive Assistant, 386.7706)
Financial Impact	None
Background Information	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 Commission 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 and 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. Staff recommend the following meeting dates for the 2026 calendar year:

- January 14 (2nd Wednesday)
- February 4
- March 4
- April 1
- May 6
- June 3
- July 8 (2nd Wednesday)
- August 5
- September 2
- October 7
- November 4
- December 2

Review	Dawn Martin, Commission Counsel

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

AGENDA ITEM 3
October 29, 2025

Subject	First 5 California IMPACT Legacy Agreements with First 5 Riverside.
Recommendations	1. Approve and ratify the following Agreements with Riverside County Children and Families Commission for a retroactive term from July 1, 2025, through June 30, 2026: a. Agreement No. CF26107 for the provision of services in the amount of $757,830 awarded through First 5 California for the IMPACT Legacy RFA to support Quality Start San Bernardino. b. Agreement No. CF26108 for Professional Services for $98,000 to support the Quality Start San Bernardino data system through the Region 9 Hub for the First 5 California IMPACT Legacy Initiative. 2. Authorize the Executive Director to also execute Agreement Nos. CF26107 and CF26108 with Riverside County Children and Families Commission. (Presenter: Erin Meier, Administrative Supervisor I, 386.7706)
Financial Impact	Revenue of $855,830 for 2025-2026.
Background Information	In July of 2020, First 5 San Bernardino (F5SB) was awarded the Quality Counts California (QCC) Local Consortia and Partnerships Grants which represents a unified application process and funding for First 5 California (F5CA) IMPACT 2020, the California Department of Education (CDE) QCC California State Preschool Program (CSPP) and the CDE QCC Block Grant. This unified Request for Applications (RFA) supports lead agencies, as part of a local or multi-county consortium, to administer quality improvement supports to early learning and care (ELC) programs under the QCC framework. Applicants were required to develop a single, unified, plan to implement QCC and support a broad spectrum of providers in a mixed delivery system. As a result of QCC and IMPACT funding, Quality Start San Bernardino (QSSB) has accomplished the following: • Collectively identified additional staff members within each agency to interact as Steering Committee, Operational, and Organizational leads within the QRIS system. • Operational leads implemented process improvements to the QSSB system, refined the data collection system, and implemented a communications plan. • Developed an entry/enrollment process outlined by Steering Committee members and placed 343 participating sites in the QSSB system. • Adopted a Strategic Plan, which includes an Equity Statement and Framework • All partners engage in continuous outreach to providers, community members, and parents of San Bernardino to promote quality within early childhood education.

In April of 2025, F5CA announced the release of the IMPACT Legacy RFA. IMPACT Legacy is a comprehensive, statewide effort to enhance the quality of ELC environments, with a focus on addressing the needs of the whole child, including health, child development, and family strengthening. Implementation for IMPACT Legacy will take place primarily at the County level, with some fiscal, training, infrastructure standards, and data reporting activities at the regional level.

First 5 Riverside is serving as the fiscal lead to receive the IMPACT Legacy grant award on behalf of the Regional Hub, which consists of San Bernardino, Riverside, Orange, and Imperial counties, and local county lead agencies and will distribute funds via sub-contract/grant to the Hub and counties.

The IMPACT Legacy funding will allow QSSB to continue to meet the goals and objectives of this grant initiative including:

- Expanding access to quality for priority children and early educators.
- Strengthening family engagement by building ELC provider capacity to authentically engage parents and families.
- To uplift caregiving and instructional strategies that ensure culturally sensitive and effective interaction and practice. These strategies are intended to support multilingual learners' children and their families to develop language proficiency in both English and their home language.

With input from the QSSB Operating Partners and Steering Committee, F5SB submitted the IMPACT Legacy local county application on May 5, 2025. First 5 Riverside was notified that the regional grant award was signed by F5CA with an effective date of July 1, 2025.

Commission approval will authorize the receipt of $855,830 grant funds and provide such additional revenue for July 1, 2025 - June 30, 2026, to support QSSB and the Early Learning and Care system for San Bernardino County through approval of these two agreements with First 5 Riverside. Due to the timing, the Commission Chair has previously executed the two agreements and Commission approval will also ratify the Chair's execution. In addition to the signature by the Commission Chair, the agreements require the Executive Director's signature.

Approval of this item supports the following 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 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.
Review	Dawn Martin, Commission Counsel

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

4/9/2025
Request for Application (RFA) No. LEGACY2025
Update/Amendment to IMPACT Legacy

Table of Contents

First 5 California (F5CA) requests updated Improve and Maximize Programs so All Children Thrive (IMPACT) Legacy application submissions for grant renewal under this updated/amended RFA. The anticipated term of the renewal grant is one (1) year with a start date upon grant award execution, no earlier than 7/1/2025. IMPACT Legacy grantees will have an opportunity for grant renewal for up to an additional one (1) year beginning 7/1/2026 based on the availability of F5CA revenue. Grant renewal applicants serving as the lead agency grantee must be a First 5 county commission within the State of California. A copy of the updated/amended RFA is enclosed. The updated/amended RFA contains a description of the eligibility requirements, grant purpose and goals, allowable expenditures, and directions for preparation and submittal of the updated applications for renewal. Updated applications must be submitted and received by **5:00 p.m. Monday, May 5, 2025,** Submissions will be accepted electronically at https://forms.office.com/g/W0hkfm7qYh.

KEY INFORMATION	
Name of Project	IMPACT Legacy
Date of Issue	April 9,2025
Letters of Intent Due	April 16, 2025, at 5:00 p.m. LOI link (Attachment A)
Applications Due	May 5, 2025, at 5:00 p.m. https://forms.office.com/g/W0hkfm7qYh (Attachment D)
RFA Informational Webinar	April 11, 2025, 10:00 a.m. to 11:00 a.m. https://first5.zoom.us/j/81462131224
Where to Address RFA Questions	IMPACT@first5.ca.gov

1. Authority

California Health and Safety Code (HSC) section 130105(d)(1)(B)(C)(D) authorizes expenditure of funds from the California Children and Families Trust Fund to ensure children are ready to enter school, and for the research and development of best practices and standards for all First 5 California (F5CA) programs and services relating to early childhood development, and for the assessment and quality evaluation of those programs and services. HSC section 130125(d) provides F5CA authority to allocate funds for independent research, evaluation of any relevant programs, identifying the best standards and practices for optimal early childhood development, and establishing and monitoring demonstration projects. HSC Section 130125(i) authorizes F5CA to allocate funds to county children and families commissions (First 5 county commission) to carry out the purposes of the California Children and Families Act of 1998 (Act).

2. Background

In late 2011, California was awarded a $75 million grant from the U.S. Departments of Education and Health and Human Services Race to the Top-Early Learning Challenge Fund (RTT-ELC). The objective of RTT-ELC was to develop a successful statewide system to improve the quality of Early Learning and Care (ELC) programs and close the achievement gap. At the end of RTT-ELC in 2016, 30 of California's 58 counties were participating in California's Quality Rating and Improvement System (QRIS), Quality Counts California (QCC). After the RTT-ELC grant period, F5CA focused on QCC and continuing the state's momentum and expanding quality supports to reach every county through F5CA Improve and Maximize Programs so All Children Thrive (IMPACT) investment. The IMPACT 2020 investment expanded to include all 58 counties, 10 regional Hubs, and the Tribal Child Care Association of California (TCCAC).

In alignment with Proposition 10, the 2025 F5CA Strategic Plan, and F5CA's North Star and Audacious Goal, in this third year of the of IMPACT legacy funding, F5CA will continue to promote conditions in state, regional, and local systems that implement QCC structures aligned to sustainability and a Collective Impact model. IMPACT Legacy will build upon prior investments in QCC and expand the breadth and depth of serving priority populations identified in this RFA (see Figure 3: IMPACT Legacy Populations Served and Participation Targets) including programs/early educators serving infants and toddlers, children who are multilingual learners, children in foster care, families who are unhoused, children with special needs, tribal, refugee/newcomer families, migrant families, and rural/isolated communities.

IMPACT Legacy aligns with funding from the California Department of Education (CDE) and the California Department of Social Services (CDSS) Block Grants, including on-going policy collaboration with CDE, CDSS, and other partners. As the state's system is refined and functions shift toward sustainability, IMPACT Legacy fosters a sound infrastructure to leverage other funding sources and take QCC into the future.

3. Grant Purpose and Goals

The purpose of IMPACT Legacy is to provide equitable quality early learning and care environments for all children aged 0 to 5 by expanding access to the Quality Counts California (QCC) quality rating and improvement system (QRIS) for priority populations not currently receiving quality support.

Safe, stable, nurturing relationships and environments, or SSNREs, are crucial to eradicate disparities and guarantee healthy development. F5CA's North Star states that Trauma-informed, healing centered, and culturally responsive systems promote the safe, stable, nurturing relationships and environments necessary to eliminate inequities and ensure healthy development for all children. The F5CA Audacious Goal states that within a generation, children and their families will have access to early learning opportunities and resources that prepare all caregivers to address a range of developmental needs at home and in reasonably priced, high-quality early learning and care settings, are directly advanced by IMPACT Legacy.

To support the above-mentioned goal, F5CA has identified the following priority areas as the scope of work priorities for IMPACT Legacy implementation:

A. Expand Access to Quality for Priority Children and Early Educators
The IMPACT Legacy investment provides funding to support and retain a valued workforce through a commitment to comprehensive training, coaching, technical assistance, and professional development systems. These investments honor the diverse needs of educators and prepare them to implement learning strategies that meet the unique needs of the families in the communities they serve. Using research-based approaches, IMPACT Legacy prioritizes ELC system integration and sustainability, processes, and procedures that are inclusive and in support of all priority populations and address barriers to participation and provide specific professional development (PD) opportunities to ELC providers that align with the following priority areas:

I. Promoting nurturing adult-child interactions - Nurturing adult-child interactions that demonstrate positive reciprocal relationships support a child’s emotional and mental well-being. Research shows greater learning gains across school readiness domains including social and emotional development, math, and early literacy for children who are engaged via nurturing adult-child interactions. Strategies for promoting nurturing adult-child interactions may include but are not limited to:

- Systems integration and partnership with local and regional home visiting services
- Public education and integration of existing and emerging early literacy supports and resources
- Use of evidence-based based tools such as The Classroom Assessment Scoring System (CLASS)

- Promotion and integration of F5CA Stronger Start campaign, materials and resources

II. **Supporting children's social and emotional well-being** – IMPACT Legacy promotes support for social and emotional well-being. This includes teaching strategies to recognize and respond to the impact of traumatic stress through routine screenings, engaging in efforts to strengthen resilience, and protective factors. The regulation of emotion and positive sense of self establishes the ability for children to develop and maintain positive relationships with others, which directly impact learning, behavior, and development. Research suggests that trauma-informed care is associated with considerable benefits for children and their families, including reducing challenging behavior and toxic stress. Trauma-informed relationships build meaningful partnerships and address the intersections of trauma and equity. Strategies for supporting children's social and emotional well-being may include but are not limited to:

- Systems integration, partnerships, professional development offerings, and promotion of:
  - Developmental screenings
  - F5CA Stronger Starts
  - Home visitation
  - Partnership with local, regional, and statewide health systems
  - Advancement and integration of resources from the Office of the Surgeon General such as ACEs Aware and Safe Spaces resources
  - Integration and coordination with local, regional and statewide behavioral health initiatives such as Children and Youth Behavioral Health Initiative

III. **Reduce suspension and expulsion practices** – Suspension and expulsion practices have adverse outcomes for social and emotional development and learning.

- Research shows training and support services for staff, especially in managing challenging behavior, recognizing trauma, promoting social-emotional development, and self-reflective strategies to identify and correct potential biases support the workforce in reducing and eliminating suspension and expulsion practices. Support services can include:
  - Collaboration with parents through meaningful family engagement
  - Coaching, communities of practice, and mental health consultation
  - Early intervention, evaluation and referral for services

IV. **Best practices for behaviors that are challenging to adults** – When providers and parents recognize the antecedents to challenging behaviors and have the appropriate resources to assist the child through age- and developmentally-appropriate methods, long-term negative childhood outcomes can be mitigated. Prioritized supports may include:

- PD offerings to ELC providers, coaches, administrators, and other interested parties on best practices such as Teaching Pyramid
- Coaching, peer mentoring, and communities of practice

V. **Mitigate Adverse Childhood Experiences (ACEs)** - Mitigating ACEs are essential to a child's health, behavior, and opportunity over their lifetime. To impact the strongest start for children, IMPACT Legacy will promote systemic coordination, screening, training, and family engagement strategies to mitigate and prevent further harmful events. Resources for mitigating toxic stress due to ACEs can be found at https://www.acesaware.org/. Additional information can also be found at https://www.cdc.gov/violenceprevention/aces/., and Children and Youth and Behavioral Health Initiative training modules through the Office of the Surgeon General.

VI. **Anti-bias and anti-racism** - Policies, structures, procedures, and processes to counteract and prevent bias and racism will be embedded into learning environments and curriculum. These structures will promote expanded communities of learners that enable everyone to learn and grow in an environment with mutually respectful relationships.

B. Culturally Responsive Family Engagement

F5CA defines culturally responsive family engagement as a relationship-based, mutual, respectful, and responsive partnership between families, ELC providers, and other related professionals to promote children's development, learning, and wellness. Family engagement happens when early childhood professionals and families actively participate in an ongoing process of building and maintaining these meaningful relationships. IMPACT Legacy funds will promote meaningful family engagement through:

I. **Building ELC provider capacity to authentically engage parents and families:** Family engagement strategies must be driven by the families' characteristics and values. This requires the free exchange of information to create shared goals for experience within the educational setting, not solely around educational milestones. Authentic family engagement improves interactions that promote children's healthy development.

II. **Promoting the value and impact of family engagement:** Meaningful family engagement improves experiences across various service systems, diverse populations and communities. Family engagement is a necessary component in improving outcomes for children. When families authentically engage as partners in decision making, policy development and system improvement, behavioral concerns and disciplinary actions (such as suspension and expulsion) are reduced. QCC has trainings and resources available via the Family Engagement Toolkit and Family Engagement Resource Guide.

C. Inclusion and Support of Multilingual Learners

IMPACT Legacy aims to improve caregiving and instructional methodologies that promote culturally and linguistically appropriate and successful practices for caregivers and families of MLL children aged 0 to 5. These practices are meant to help MLL children gain competency in both English and their native language. Supporting authentic family engagement promotes MLL learning through meaningful interactions that are culturally and linguistically affirming, resulting in pleasant, reciprocal, and trustworthy learning and care settings.

I. First 5 California's Dual Language Learner Pilot study found that early educator knowledge of language development and best practices for supporting MLLs from birth through age 5 are foundational in high quality early learning and care. The benefits of multilingualism should be reinforced by instructional practices that prioritize home language development competency and multilingual development. Culturally responsive care and teaching strategies incorporate the child and family culture into the ELC setting in meaningful ways. Specifically, early educators recognize and celebrate values, customs, beliefs and home languages of the children and families in their care. In honoring the cultural and linguistic heritage of MLL children and families, relationships and respect are fostered.

4. IMPACT Legacy Infrastructure

To achieve the purpose of IMPACT Legacy, objectives are identified by state, regional, and local level activities and responsibilities.

A. F5CA Roles and Responsibilities

First 5 California will fund system level investments and infrastructure including collaboration with other California agencies to advance priority 0 to 5 issues and policy implementation, catalyze innovations in quality standards, and connect and convene interest holders to identify shared policy priorities and **support in the following:**

I. State Infrastructure Support: F5CA is committed to the shared development, promotion, and implementation of policies with the State Administration and other state agency partners to benefit California's ELC system in the short-term (e.g., improved QCC rating and support processes; more efficient contracting practices; data sharing between early learning workforce professional development systems, permitting/credentialing systems, licensing). This will result in cost-savings, efficiencies, and overall coordination in the long-term.

II. QRIS Data Systems Support:
F5CA IMAPCT Legacy will continue investments in coordinated state data collection to improve the quality, efficiency, consistency, and access to data detailing QCC administration, quality improvement strategies, and workforce supports. Specifically, IMPACT Legacy funding may be used to secure local QRIS/QIS and workforce data systems used to support the tracking and promotion of education, training, and experience verification of the ELC

workforce. F5CA will continue to invest in data visioning among state leaders, local agencies, and other interest holders toward better integrated ECE and early childhood data (e.g., QIS/QRIS data systems, Workforce Registry, family eligibility for subsidized care) and Early Childhood Integrated Data Systems.

III. Support for Quality Improvement Efforts as a Component of QCC:
F5CA and IMPACT Legacy funding will continue to enhance and improve the QCC system by focusing on equity, systems change, and innovation that leads to lasting change. This will be achieved through:

- Using the results of the current QCC equity audit to inform potential changes to the QCC system that improve access and embrace the diversity of the early childhood workforce.
- Incorporating and leveraging the work of other state agency partners and funding sources that improve equity and access across the ELC field. Local and regional successes will also be used to improve the system and its responsiveness to the real needs of each community.
- Supporting quality improvement, including focus areas outlined in the QCC Quality Continuum Framework (QCF) including assessment and observation, but excluding formal ratings. The QCF will be updated with our partner agencies in 2025 for statewide adoption.
- Piloting or expanding innovative practices which may include badging, micro-credential concepts, or apprenticeships.

IV. Workforce Support:
IMPACT Legacy funding will provide resources and technical assistance in key focus areas, as well as system supports and activities intended for local workforce development and capacity building including, but not limited to:

- Communities of Practice
- Statewide system of coaching based on the California Early Childhood Educator Competencies and Adult Learning and Coaching Supplement
- Support for the use of observation and assessment tools for QI purposes

Prioritized training in:

- Safe, Stable, Nurturing Relationships and Environments
- Family Engagement and well-being strategies and supports provided through partnerships, trainings. and resources.
- Multilingual Learner Support based on the findings of F5CA's Dual Language Learner Pilot

V. Evaluation

Evaluation tasks may be facilitated by F5CA staff or by an external, independent evaluation contractor, and may be focused solely on IMPACT Legacy investments or expanded to include broader QCC investments.

In accepting IMPACT Legacy funding, lead agencies are required to participate in additional evaluation activities conducted by state staff or by an independent, external evaluator on behalf of the state. Statewide evaluation activities may focus on accountability measures, quality improvement efforts, and impact of local and regional activities. IMPACT Legacy funded entities are required to work with data system vendor(s), upon request, to authorize evaluator access to data from QIS data systems contracted by counties, Hubs or TCCAC. To address this, counties will need to ensure participating sites sign consent forms to share data with the state, and/or its designee for evaluation and reporting purposes and for accountability of public funds. In addition, evaluators may request access data from the California Early Care and Education Workforce Registry. As needed, counties and regional Hubs should consider and address potential data security and legal issues to support statewide evaluation.

State support and technical assistance for evaluation will be available to regional Hubs to improve local data collection practices and planning, and to highlight best practices and outcomes for use within and across regions.

VI. Data Collection and Reporting Requirement

County lead agencies are responsible for the collection and submission of accurate programmatic data (see County Lead Agency Responsibilities: Data Collection and Reporting). F5CA will provide detailed information annually describing reporting dates, processes, and other relevant information. Primary data sources include the following:

Figure 2: Summary of County Lead Agency Reporting Tools

Tool	Due Date	Description
QCC Common Data File	Annually in September for previous FY	An XML data file uploaded to F5CA with key fields pulled from local QRIS data systems.
QCC Local County Lead Agency Annual Performance Report (APR)	Annually in October for previous FY	Online survey collecting information about local processes and strategies to implement IMPACT Legacy and QCC, participation, enrollment, and other more evaluation-relevant topics, as needed. Content will be determined annually.
QCC Regional Hub APR	Annually in October for previous FY	Online survey collecting information about regional processes and strategies to support implementation of IMPACT Legacy and QCC, and other evaluation-relevant topics, as needed. Content will be determined annually.

A comprehensive list of current Common Data File fields, values, and other technical detail is available F5CA's website at https://www.ccfc.ca.gov/partners/datasystems.html#upload. Specifics on FY 2025-26 Common Data File details will be posted to the website above no later than May 30, 2025.

VII. Communications

IMPACT Legacy will continue to support the QCC system through digital communication strategies (e.g., QCC Website and Google Workspace) and promote and communicate applicable F5CA public education, media, and outreach messages and materials.

B. **Lead Agency Grantee Roles and Responsibilities**

The IMPACT Legacy Lead Agency Grantee must be a First 5 county commission within the State of California and will receive the grant award on behalf of the regional Hub and local counties and distribute funds via sub-contract/grant to the Hub and counties following the guidance provided by F5CA (See Appendix C, D, and E for funding allocation guidance). Additionally, lead agency grantees are accountable for carrying out the following key functions:

I. Every quarter, F5CA will only reimburse the Grantee in arrears for allowable expenses of services performed or received. Reimbursement invoices may not include expenses for services, activities, products, etc. not yet performed in the current or prior invoice period. The Lead Agency Grantee will collect invoices from the regional Hub and each county within their region and submit them as a single invoice to F5CA utilizing the F5CA Reporting Portal (Portal). Quarterly invoices shall include expenses from all counties, Hub, and Lead Agency Grantee activities. TCCAC may follow a different process with their Lead Agency Grantee, based on tribal sovereignty and the unique structure of the organization.

II. The grantee will not distribute funds to counties or the Hub until F5CA has reviewed and approved the regional grantee invoice and payment has been released. Once the grantee receives the invoice payment, they will reimburse the Hub and counties for the approved amounts.

III. All invoices submitted by a Hub and local county to the grantee shall use the standard invoice form and will include narrative detail for each line-item expense.

IV. The grantee will review invoices prior to submission for fiscal accuracy, such as alignment to approved budgets and to verify that all required documentation has been provided. The grantee is responsible for ensuring that subgrantees complete required deliverables and adhere to the RFA. The grantee may flag any questionable expenses for F5CA to review to determine compliance with the RFA. The F5CA contract manager will remain a source of program T&TA for regional lead agencies.

V. If a Hub and/or county expense included in the grantee invoice has errors, F5CA will reject the invoice. The grantee will allow two (2) business days for the county or Hub to make the needed correction and resubmit the grantee invoice to F5CA. If the correction is not provided within the timeframe, the grantee may resubmit the invoice without the impacted Hub or county expense to avoid payment delay for all other county/Hub within the region. If the error is corrected within the timeframe the grantee may resubmit the invoice for that Hub or county, if outside of the timeframe they may resubmit in the following invoice period. If overpayment associated with any invoice is discovered by F5CA, the Grantee, or sub-grantee, F5CA and/or the grantee shall be notified immediately, and the overpayment amount shall be refunded to F5CA prior to the next invoice period or processing of any subsequent invoices. All invoice requests for reimbursement shall be in arrears for allowable expenses of services performed or received. Reimbursement invoices may not include expenses for services, activities, products, etc. not yet performed in the current or prior invoice period.

VI. F5CA reserves the right to withhold funds in the occurrence that the Lead Agency Grantee, regional Hub, or county activities are not in alignment with the RFA requirement of the approved budget and application plan or no longer meet the requirements for good standing as described in Section A. Grantee/Lead Agency Grantee Eligibility. F5CA staff will work with the lead agency to develop a resolution plan.

VII. The grantee will monitor Hub and county invoices for proper back up documentation and accuracy including compliance with the requirements set forth in this RFA. F5CA will be available to provide technical assistance on RFA compliance for Hubs and county lead agencies directly.

VIII. The grantee may or may not serve as the regional Hub and may or may not be a local county lead agency. If the grantee and regional Hub lead agencies are not one and the same, the grantee will distribute funds via sub-contract/grant to the Hub in the amount determined by F5CA.

IX. Grantees will receive a flat funding amount to specifically administer their role and responsibilities as the fiscal lead grantee. The allocations can be found in Appendix C.

X. Funding will be verified via reimbursement invoices, and other fiscal reporting mechanisms to accurately reflect the types of expenditures related to required activities.

XI. Programmatic requirements will be verified via reporting mechanisms (e.g., action plans, APRs, etc.) and individual communication with Hub and local county program leads.

C. Regional Hub Roles and Responsibilities

Regional Hubs will serve as the backbone to the Collective Impact model and training and technical assistance (T&TA) coordination leads for IMPACT Legacy in its efforts to support California's ELC quality system, QCC and Universal Prekindergarten. The support and systems building and coordination Hubs offer to their local county lead agencies is vital to the success of quality improvement efforts. The key functions of the Hubs will continue with enhancements. See local lead agency eligibility requirements in section 10 for more information.

Hubs bring administrative consistency to QCC systems-focused work by eliminating duplicative efforts, promoting efficiency, and equitable access for high impact priority populations region-wide. Hubs are accountable for carrying out the following key functions:

I. Achieve the grant purpose and goals via equitable regional collaboration, planning, and implementation that is inclusive of all counties within the region and in collaboration with the state.

II. Implementation of the coaching plan - consistent and equitable coaching implementation should be demonstrated across the region through the following:

- Coaching structures
- Alignment strategies
- Cross agency and regional implementation

III. Manage equitable access to high-quality professional development for participating early educators, coaches, trainers, and communities across the region that maximize resources and reduce duplication of training efforts.

IV. Fulfill reporting requirements to F5CA and state partners (e.g., Hub Annual Performance Report, other regional evaluation, or information collection efforts).

V. Utilize regional Hub funds to advance equitable access to ELC quality improvement and family well-being supports and services. Using data sources for tracking children 0-5 to identify high-impact communities and additional supports needed for improving the well-being of priority populations should be used to identify the equitable distribution of additional funds, resources, and supports. Data sources include but are not limited to:

- California Department of Public Health (CDPH)
- Maternal, Child, and Adolescent Health Division (MCAH)
- Maternal and Infant Health Assessment (MIHA)
- California Department of Education
- California Department of Social Services
- California Department of Finance
- California Health and Human Services (CHHS) Open Data Portal
- U.S. Census Bureau, Population Division
- California Health Interview Survey (CHIS)
- KidsData.org
- Strong Start Index

VI. Hubs will maximize efficiencies and strengthen coordination and capacity across regions by:

- Supporting communication and partnership building.

- Partnering with F5CA to achieve the MLL, family engagement, and safe, stable, nurturing relationships and environment goals outlined above for all programs/educators in QCC.
- Ensuring equitable access to high-quality coaching.
- Ensuring equitable access to effective training and professional development opportunities for educators, coaches, trainers, and communities.
- Supporting data collection and evaluation across the region.
- Manage a regional data system contract or reimburse county lead agencies for data system costs. (TCCAC, due to its specific privacy concerns, may maintain a separate contract.). data systems may include those focused on the ELC workforce to maintain workforce, administrative access, and data integration upon expiration of the F5CA contract for the California Workforce Registry with the Child Care Alliance of Los Angeles.
- Lead the development and/or coordination of regional sustainability of ELC and family support services to sustain and expand the F5CA IMAPCT investments once funding expires. The First 5 Playbook for Sustainability, Diversification, and Capacity Building may be used for promising practices.
- Absorb any local responsibilities including local funds for implementation that are agreed upon by both parties for sustainability and regionalization of quality improvement efforts.

D. Local County Lead Agency Roles and Responsibilities

Grantees will subcontract/grant with local county lead agencies to perform the duties and responsibilities of IMPACT Legacy not performed by the regional Hub or grantee. See local lead agency eligibility requirements in section 10 for more information.

Grantees in coordination with counties are encouraged to examine what local responsibilities and funding may be delegated to the regional Hubs to advance regionalization of early learning and care support for sustainability, equity, and efficiency.

Counties will support quality improvement of ELC settings in their communities by:

- Providing outreach, engagement, and incentives to participating sites
- Supporting professional development including training, coaching, and access to resources not provided by the regional Hub
- Providing community education opportunities to increase access to quality ELC for high impact priority populations

Figure 3: IMPACT Legacy Populations Served and Participation Targets

<table>
<tr><td>Priority Populations</td><td colspan="2">Site Participation: Programs/early educators serving infants and toddlers, children who are multilingual learners, children in foster care, families who are unhoused, children with special needs, tribal, refugee/newcomer families, migrant families, and rural/isolated communities

Outreach: Elevate and expand outreach and engagement opportunities to new center and home-based child care early educators in highest need communities. Develop cohort(s) of enthusiastic and trusted community leaders/champions to support and promote participation in communities with history of segregated housing patterns, discrimination, and persistent inequities.</td></tr>
<tr><td>Participation</td><td colspan="2">County level targets are identified in Appendix F.

Settings to be included in IMPACT Legacy counts include the settings outlined below who are not currently receiving state or federal subsidy or funding (including Head Start, Early Head Start, California State Preschool Program, General Child Care, Migrant Program, or Title 1).

IMPACT Legacy sites may receive child care vouchers to parents and programs (including Alternative Payment vouchers, CalWORKs vouchers, and other local child level payments).</td></tr>
<tr><td>Settings</td><td><u>Private Traditional Settings:</u>
• Center
• Family Child Care
• Family, Friend and Neighbor Providers</td><td><u>Alternative Settings:</u>
• Family Resource Centers
• Home-Visiting Programs
• Libraries
• Playgroups
• Community-Based Organizations</td></tr>
<tr><td>Required Thresholds</td><td colspan="2">• 40% or more serve Infants/Toddlers
• 60% or more in home-based settings (FCC and FFN)</td></tr>
</table>

Local lead agencies are responsible for carrying out the following:

I. Ensure Quality Improvement Efforts

- Develop Site Quality Improvement Plans — All participating sites and individuals directly receiving support must have a QIP completed, either jointly with the site or on behalf of the educator/provider (e.g., FFN). All QIPs must include consistent information describing, at a minimum: QI goals, actions to achieve the goals, resources needed to achieve the goals, and a timeline. The standardized QCC Site and Individual QIP Template may be used or counties may choose to use their own, provided all elements are included with similar breadth and depth and can be reported to the state efficiently.

- Offer PD opportunities delivered through evidence-informed effective delivery methods, and where possible, aligned with and in adherence to the California Early Childhood Educator Competencies, including but not limited to:
  - Coaching — a dynamic and collaborative process grounded in a learning and supportive relationship for both coach and coached that supports adult learning, self-reflection, and self-directed culturally supportive action to benefit the children and families whom the coached serves
  - Training — learning opportunities designed and implemented using principles of adult learning to improve the participants' knowledge, skills, and competencies to support young children and their families
  - Resources supporting professional growth — Information and paths to equitable access of opportunities for adult learning for the purpose of gaining skills, dispositions, and knowledge that are incorporated into the work of supporting the development and well-being of children and their families
  - Partner with Higher Education — promoting multiple options to support access to higher education, including, but not limited to, support for navigating enrollment, course advisors, and linguistic, technological or adaptive access to coursework
- Provide Professional Development Opportunities in coordination with the Regional Hub focused on:
  - Safe, Stable, Nurturing Relationships and Environments
  - Family Engagement utilizing tools such as the Family Engagement Toolkit and Family Engagement Resource Guide
  - Children who are multilingual learners utilizing F5CA's Multilingual Learner Menu of Activities for supporting MLL
  - Elements within the QCC Quality Continuum Framework

II. Outreach and Communication

- Site/educator recruitment, onboarding, and engagement — positive and targeted outreach and information for ELC educators and settings on what, why, and how of participating in QCC, including support through orientation or guidance, and during and following enrollment in QI planning and participation

- Incorporate current F5CA public education and outreach campaign messaging — embedding the importance of and strategies to strengthen positive adult-child relationships, attachment, and interactions that promote the well-being of children and families, so they thrive and succeed.
- Community Education
  - Importance of quality ELC opportunities for young children and families
  - Impact of positive adult-child interactions in child and family development

III. Provision of Incentives

- **Site Level Incentives**
  - May be monetary or may include non-consumable, sustainable materials to support early learning environments or access to professional development trainings, coaching, and resources through specific funds or direct provisions.
  - Incentives at the site level should be restricted to settings with limited resources (i.e., do not have additional state/federal funding or access for advancing QI efforts)
- **Individual Incentives**
  - Incentives/awards can be provided for achieving specific quality milestones or to incentivize educator participation in QCC.
  - Individual stipends for educational and PD attainment should only be funded by IMPACT Legacy for early educator's ineligible for the Early Learning and Care Workforce Development Grants Program (funds specifically to access higher education or QCC approved professional development, formerly known as AB 212); IMPACT Legacy funds should not be used for any activity supported and funded by the Early Learning and Care Workforce Development Grants Program
  - Incentives at the individual level should be restricted to those with limited resources (i.e., do not have access to additional state/federal funding for advancing PD efforts)

IV. Implement Local Evaluation Plan to Drive CQI and Support Local Evaluation Capacity Building

Evaluation support will be offered to local evaluators to improve local data collection practices, planning, and highlight best practices and outcomes.

V. Data collection and reporting

- Participating site targets will be verified using required data reported annually (e.g., common data file, or other data reporting mechanism)

- All sites must commit to participating in state, regional, and/or local evaluation, as applicable, including data collection at the early educator, classroom, and site level.
- Funding will be verified using invoices, and other fiscal reporting mechanisms to accurately reflect the scope of expenditures related to IMPACT Legacy activities.
- Programmatic requirements will be verified using reporting mechanisms (e.g., Action Plans, Annual Performance Reports, etc.) and individual communication with lead agency program leads

VI. Match and Sustainability

County lead agencies will be required to match local IMPACT Legacy funding based on county size (see Appendix E for county match amounts). F5CA encourages all lead agencies to actively seek ways to leverage funding and add other state and local resources, to IMPACT Legacy. Local county lead agencies must submit a single-year budget to the grantee and specify matching funds contributed by collaborative partners on either an in-kind or cash basis. Seeking alternative revenue streams and diversifying can serve to support sustainability plans. The First 5 Playbook for Sustainability, Diversification, and Capacity Building may be used for additional promising practices and action steps to put practices into play for all F5CA funded investments.

Funds used as a match can come from existing programs aligning with QCC, except for CDE's CSPP QRIS Block Grant and Workforce Development Pathways Grant.

Allowable matching funds include, but are not limited to, the following:

- Proposition 10 county tax revenue
- Federal (e.g., Early Head Start, Head Start)
- State (QCC Block Grant, SPCFA, AB212, etc.)
- Local government
- Non-profit organization
- Private foundation
- Grants
- In-kind (salary, space, etc.)

Local county lead agencies must engage multiple partners to acquire resources and secure a minimum of one non-state resource to meet match requirements.

- Partner or resource providing leverage/match funding and amount
- Use of funding within QCC
- Type of match provided (program alignment, cash, in-kind, donation, etc.)
- Mechanism/manner of receiving funds from locals
- Any additional basis for cost estimates or computations

Local county lead agencies are responsible for maintaining or expanding fiscal partnership relations to ensure match funding requirements are met. Specifically, lead agencies are required to match local IMPACT Legacy funding based on county population size. F5CA will encourage lead agencies to actively seek ways to strategically add funds, or other state and local resources, to IMPACT Legacy. Counties may not use CSPP Block Grant funds as a match source.

To achieve the required match ratios, lead agencies have the option of choosing one or a combination of both options below:

- Cash Match – a contribution by the lead agency toward eligible costs of their local IMPACT Legacy efforts in the form of cash, in-kind, or donated materials.
- Leveraged Funds – financial commitments toward the cost of projects/services related to IMPACT Legacy from a source other than the lead agency.

Note: All cash match or leveraged funds must be measurable and quantifiable in dollars.

5. Summary and Dates of Deliverables

Under F5CA's Authority, the grantee shall submit a summary of data based on its findings from activities funded by this grant. Data requirements and formatting for the summary of data shall be provided at the instruction of F5CA.

The summary of data shall be reviewed, validated, and accepted by F5CA, and all or portions of the submitted data may be published in F5CA's Annual Report.

In addition to a summary of data, the following is a requirement for the fulfillment of this grant:

Figure 4: Deliverables by Due Date and Responsible Party to Complete

Deliverables	Responsible party	Due Date
Regional invoice submitted via the Portal which includes documentation of expenses from each county, regional Hub, and the grantee	Grantee	Quarterly
Local and Regional MOUs or sub-grants/contracts with FLA	Grantee	Prior to first invoice
Annual Performance Report (APR)	Regional Hub and Local County lead agencies	Annual in October for prior FY
Common Data File (CDF)	Local county lead agencies	Annual in September for prior FY
Data, upon request, for evaluation	Regional Hub and Local County lead agencies	TBD

6. Cost Reimbursable Grant Activities and Results

IMPACT Legacy renewal submissions for FY 2025-26 shall provide any updates to the approved results-oriented activities to help achieve the objectives described above from the FY 2023-25 IMPACT Legacy application and provide complete responses to any supplemental application questions required. Any updates to the previously approved application and responses to supplemental application requirements should demonstrate the applicant's understanding of these objectives by proposing to achieve results that can be quantified and measured. A result is a significant, intended, and measurable change in the condition of a beneficiary of the grant.

F5CA will review and evaluate all complete updates to approved applications and supplemental application requirements submitted by the deadline. Details for the definition of a complete application can be found in Section12, *Application/Grant Requirements and Submission Format*. Selected F5 county commissions will then work with F5CA staff to finalize their proposal for renewal and budget.

At a minimum, a results-oriented grant application should have the following key elements:

- Applicant submits updates and supplemental information to maintain a complete application package. Incomplete packages will be returned for correction and processing will be delayed.
- Assurance by the grantee, by certifying to and submitting a signed Letter of Intent to Apply (LOI) (Attachment A), for IMACT Legacy Fiscal Lead
- Updates and additional requested information to regional Hub and local county lead agency application sections reflect appropriate engagement by all local interest holders and system partners
- Description of support for the full continuum of ELC settings
- Responses are consistent with terms of funding and address all funding focus areas
- Shared state, regional, and local objectives are reflected in responses
- Budget reflects goals described in application
- Application responses shall encompass the following elements, as applicable:
- Address the elements of F5CA's Strategic Plan, North Star, and Audacious Goal
- Address the basic principle of equity by which underserved and underrepresented populations are served without bias, and to provide opportunities for all
- Address the five pillars of Collective Impact (CI):

- Common agenda – shared vision for change with a common understanding of the problem and a joint approach to solve it through agreed upon activities.
- Shared measurement – collecting data and measuring results consistently across all participants, ensuring efforts remain aligned.
- Mutually reinforcing activities – participant activities must be differentiated, while still being coordinated through a mutually reinforcing plan of action.
- Continuous communication – consistent and open communication across the many players to build trust, assure mutual objects, and appreciate common motivation.
- Backbone support – agencies should dedicate staff to aligning and coordinating the activities of participating organizations and partners.

- Promote integrated, coordinated, accessible, and family-centered system of care serving children 0 – 5 and their families
- Demonstrate collaboration with key partners and interest holders
- Build on current assets and strengths of the communities
- Involve parents and caregivers
- Serve ethnically, culturally, and linguistically diverse children and their families, and special needs children and families
- Serve underserved geographic regions
- Each response should also include how the program will sustain these efforts upon expiration of the IMPACT Legacy funding

7. Use of Contractors and Consultants

Grantees may contract for services that cannot be provided by staff employed by the grantee. Contracting out must not affect the grantees' overall responsibility for the fiscal management of the project, and the grantee must reserve sufficient rights and controls to enable it to fulfill its responsibilities for the work plan/scope of work. Every quarter, F5CA will only reimburse the Grantee in arrears for allowable expenses of services performed or received including those of subcontractors. Reimbursement invoices may not include expenses for services, activities, products, etc. not yet performed in the current or prior invoice period.

Grantees must establish and follow a documented procurement policy which conforms to each First 5 county commission's applicable policies and procedures and reflects applicable state and local laws and regulations. Prior approval is required when contracting out or obtaining the services of a third party.

If, during the grant period, there is a need for an unforeseen substitution in the use of the contractor/consultant, the grantee is responsible for notifying the F5CA Grant Manager. Once the grantee becomes aware of the substitution, in writing, within 30 business days, the grantee must receive the F5CA Grant Manager's written approval of the substitution prior to the performance of any work.

8. Justification for Subcontracting and Granting

IMPACT Legacy grantees serve as regional Lead Agency Grantee to reduce F5CA administrative costs and align with F5CA's shift towards systems investments. F5CA administrative cap outlined in the Act, combined with reduced revenue, places limits on F5CA staff and funds available for needed services from the State Controller's Office and Department of General Services to directly service grants for all 58 counties and 10 regional Hubs. Elevating IMPACT Legacy grant funds to a regional level is supported by prior investments in the regional Hub structure that created systems of partnerships.

The grantee will be responsible for securing or renewing subcontracts/grants with local county lead agencies and regional Hub lead agencies. Lead Agency Grantee and local county allocations my not exceed the amounts provided by F5CA, however they may be reduced and shifted to the regional hub allocation to increase sustainability and efficiencies (see Appendix D and E). The grantee is responsible for submitting regional invoice documentation for all locally funded IMPACT Legacy subgrantees and regional Hubs within the grantee's region. The grantee will not determine how grant funds are spent locally or by regional Hubs; Updates to local county lead agency plans and regional Hub plans will be included in the regional grantee application and approved by F5CA. F5CA will continue to provide training and technical assistance f to the grantees and lead agencies.

9. Award Information

Only the First 5 county commissions are eligible to apply as the lead agency grantee for this grant. F5CA reserves the right to reject any scope of work renewal submissions received in response to this updated/amended RFA. In accordance with the Terms and Conditions section 19 of this RFA, any county commission that enters into a grant with F5CA understands and agrees that the grant is valid and enforceable only if sufficient funds are available, as determined by F5CA, in the appropriate accounts administered by F5CA to carry out the purposes of the grant. F5CA may terminate or reduce the grant award or grant renewal at the sole discretion of F5CA by providing written notice to the Grantee at least ninety (90) days without cause (or) thirty (30) days with cause for full or partial termination of the agreement prior to the reduction or termination date.

Figure 5: Award Information

Projected number of grants to be awarded	10
The projected minimum amount shall not exceed the amount of a grant	See Appendix C, D, E
Anticipated period of performance	Initial Grant: 2 Fiscal Years Grant Renewals: 1 Fiscal Year Total: up to 4 fiscal years (year 4 TBD)
Anticipated start date of performance	Upon Grant Award Notification (GAN) execution

F5CA Grant Administrator name and contact information	First 5 California IMPACT@first5.ca.gov

F5CA reserves the right to reject any and all scope of work submissions received in response to this updated/amended RFA for IMPACT Legacy grant renewal, and to award less than the projected not-to-exceed amount of a grant.

In accordance with the Section 19, Terms and Conditions. F5CA may have a limited amount of funding to award for grants.

10. Eligibility of Grant Renewal

The lead agencies for Lead Agency Grantee, Hub, and local counties shall be existing IMPACT Legacy grantees and sub-grantees. If there is a conflict with an existing grantee or sub-grantee continuing as a lead agency F5CA must be informed and approved of lead agency changes before grant renewal submission to ensure continuity of deliverables and services. All lead agencies must submit a Letter of Intent (LOI) for renewal under the updated/amended RFA (Attachment A) to F5CA at IMPACT@first5.ca.gov no later than **close of business on April 16, 2025, at 5:00 p.m.** Agencies should be confirmed at the county and regional level as appropriate before LOI's are submitted to ensure one renewal per lead agency type is submitted.

If there are questions or concerns about meeting this requirement, please reach out to the F5CA IMPACT Legacy grant manager at IMPACT@first5.ca.gov.

Figure 6: Lead Agency Eligibility Requirements for Lead Agency Grantee (Grantee), Hub, and Local County Lead Agencies

A. Grantee/Lead Agency Grantee Eligibility

Grant renewal submissions for agencies serving as the lead agency grantee must be a First 5 county commission within the State of California.

First 5 county commissions must possess sufficient qualifications and staffing to fulfill the purpose and goals of this grant.

Applicants for funding must be in good standing prior to the award for this grant cycle. A First 5 county commission is in good standing if the following have been fulfilled:

- Obligations from prior grant awards have been fulfilled satisfactorily
- Annual requirements have been fulfilled such as Annual Report data and submission of a F5CA Certification for Compliance
- First 5 county commission must possess the technological equipment to fulfill the purpose and goals of this grant cycle

Only one IMPACT Legacy renewal submission will be accepted per QCC region.

B. Regional Hub Lead Agency Eligibility

Renewal submissions for the Updated/amended IMPACT Legacy FY 2025-26 shall be provided by the current Hub lead agency under IMPACT Legacy 2023-25. If that agency refuses the right to renew as Hub, other local public entities in the region may apply to serve as a Hub Lead Agency with the approval of their respective counties and F5CA. Please contact F5CA prior to renewal submission if a change in Hub lead agency is anticipated. Lead Agencies must indicate their capacity to carry out all requirements of the Hub roles and responsibilities outlined above.

Only one IMPACT Legacy renewal submission for Hub lead agency will be accepted per region.

C. Local Consortium Lead Agency Eligibility

Renewal submissions for the Updated/amended IMPACT Legacy FY 2025-26 shall be provided by the agency or entity acting as lead agency to the county under IMPACT Legacy 2023-25. If the current lead agency refuses the right to renew, other local public entities may apply to be the Local Consortium Lead Agency with approval of the lead agency grantee and F5CA. Please contact F5CA prior to renewal submission if a change in local lead agency is anticipated. Lead Agencies must indicate their capacity to carry out all requirements of the local lead agency roles and responsibilities outlined above.

Only one IMPACT Legacy renewal submission will be accepted per county.

11. Confidential or Proprietary Information

Any documentation submitted which has been marked “Confidential” or “Proprietary” will not be accepted. All documents submitted in response to this RFA will become the property of the State of California and are subject to release under the California Public Records Act, Government Code, Sections 6250 et seq.

12. Grant Application Renewal Requirements and Submission Format

A. **Application** *Renewal Requirements*

Eligible organizations that are interested in serving as the lead agency grantee, regional Hub, or local county lead agency must submit a complete renewal package for consideration. An incomplete package will be returned and will result in a delay of award. The full application package (combined approved original application and renewal submission) must address the key elements in section 6 and the following:

- Demonstration of capacity of agency to manage responsibilities and complete planned work
- Regional Hub and local county lead agency portions reflect appropriate engagement by all local interest holders and system partners
- Description of support for the full continuum of ELC settings
- Plan components are consistent with terms of funding

- Shared state, regional, and local goals are reflected in responses
- Responses, when appropriate, consider collective impact framework key elements
- Budget reflects goals described in application
- complete application package will include:
  - The Application Narrative
  - The Budget Request Form
  - Completed Government Agency Taxpayer ID Form
  - Proof of Workers Compensation Insurance

B. **Grant Renewal Submission Instructions**

The grant renewal and associated documentation are due as detailed in the Key Information table located on the cover sheet of this updated/amended RFA and must be submitted through https://forms.office.com/g/W0hkfm7qYh A reference copy of the original IMPACT Legacy application questions and any supplemental renewal questions for review and planning purposes can be found in Attachment D. Approved application submissions for IMPACT Legacy 2023-25 may be provided upon request to IMPACT Legacy program manager.

Application renewals received by F5CA after the deadline for submittal will not be considered. It is F5CA's policy to make every effort to ensure that all applications have been received and properly time stamped; however, applicants are ultimately responsible for ensuring timely receipt of their applications. Applicants may verify receipt of their renewal submission by sending an email to IMPACT@first5.ca.gov.

F5CA will review and evaluate all complete grant renewal submissions by the deadline.

13. Cost

Lead agency submissions for grant renewal under the updated/amended IMPACT Legacy RFA shall include a complete Budget Request Form applicable to their lead agency role. The lead agency budgets will be used for the development of the regional grant budget which will be part of the final GAN.

Grant renewal budgets will be restricted to FY 2025-26 funding allocations. Unspent funds from the initial two-year IMPACT Legacy grants (FY 2023-25) will not be eligible for rollover into FY 2025-26.

All submitted budget information for the use of grant funds will be reviewed and items that are deemed non-allowable, excessive, or not relevant will be eliminated.

In the event a budget is deemed non-allowable, excessive, or not relevant, the lead agency will be required to submit a new budget within 5 business days for consideration. All expenditures must contribute to the purpose and goals of the grant, as detailed in Section 3, Grant Purpose and goal(s).

A. Allowable Expenses

Funds may be used for allowable expenditures, consistent with the definitions of direct and indirect costs set forth below. Expenditures may be made by the grantee or a subcontractor. Allowable costs may include salaries and wages, fringe benefits, consultant services, travel, subcontractors and materials, data collection and analysis, and training that are directly related to the grant's purpose, goals, task, or work plan/scope of work. Expenditures may be fully loaded into the budget categories under which the expenditure is utilized. For example, salaries for ELC quality improvement coaching staff may be included in the professional development opportunities line item of a budget and should be clearly reflected in the approved application plan. additional detail regarding allowable costs are as follows:

- Personnel Expenses are defined as the cost to engage staff dedicated to complete tasks directly associated with accomplishing this grant's purpose and goals and its tasks detailed in the work plan/scope of work.
- Incentives or stipends are utilized by the Grantee to encourage participants to engage in activities associated with the grant's purpose and goals and its tasks detailed in the work plan/scope of work.
- Data collection, reporting, and storage.
- Communications and outreach for:
  - ELC site/educator recruitment, onboarding, and engagement
  - Incorporating F5CA public education and outreach campaign messaging into local communications
  - Community education regarding the importance of quality ELC opportunities for young children and families and the Impact of positive adult-child interactions in child and family development
- Materials and supplies: Materials and supplies are considered a direct expense so long as the items purchased benefit, support, and aid in meeting this grant's purpose and goals and its tasks detailed in the work plan/ scope of work. The maximum reimbursement for materials and supplies is $200, unless otherwise justified and approved on the Budget Request Form and application plan.
- Meeting registration fees will be allowed for meetings in alignment with the grant's purpose and goals and its tasks detailed in the work plan/scope of work.
- In-state travel in accordance with State of California Allowance and Travel Reimbursements.

- Rental of a venue to provide a space for project-specific meetings or other project-specific activities.
- Publication costs.
- Professional development and technical assistance training directly relating to the grant's purpose and goals and its tasks detailed in the work plan/ scope of work.
- Costs necessary and reasonable for proper and efficient performance and administration of this project.
- Costs that are determined per generally accepted accounting principles.
- Adequately documented.

F5CA shall reimburse the grantee for Direct and Indirect Costs (Hub and local lead agencies only). Direct and Indirect costs are defined within this RFA and shall be approved upon submission of an invoice subject to F5CA review and approval with applicable documentation.

B. Non-Allowable Expenses

Grantee shall not utilize funds awarded from this grant for the following:

- Environment Rating Scales (ERS) certification or external assessments by certified ERS observers
- Supplant existing funding and efforts
- Acquisition of equipment for indirect or personal use
- Food and beverages unless part of reimbursement for approved in-state travel in accordance with the California Department of Human Resources travel reimbursement guidelines available at State of California Travel Allowances and Reimbursements
- Out-of-state travel expenses
- In state travel where requests for travel reimbursements exceed State of California travel allowances and reimbursements
- Lodging rates in excess of the State's posted county maximums shall not be reimbursed. Lodging rates over the maximum may be considered only if the rate is a posted conference rate.
- Purchase of promotional favors, items, or memorabilia, such as bumper stickers, pencils, pens, T-shirts, gifts, or souvenirs
- Subscriptions to journals or magazines
- Bad debts, including losses, whether actual or estimated, arising from uncollectible accounts and other claims, related collection costs, and related legal costs

- Costs of advertising and public relations designed solely to promote the governmental unit, grantee, or partners; or promotional items or memorabilia, including gifts or souvenirs
- Goods or services for personal use of the grantee and partner employees regardless of whether the cost is reported as taxable income to the employees
- Legal costs incurred in defense of any civil or criminal fraud proceeding, legal expenses for prosecutorial claims against the State of California
- Lobbying costs, whether direct or indirect
- Political activities including membership fees that are not directly related to execution of the to the purpose and goals outlined in this RFA
- Organized fund-raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions
- Current year grant funds to pay prior or future year obligations
- Capital assets such as equipment, land, buildings, vehicles, etc. Unallowable costs include all costs required to make the item serviceable (e.g., taxes, freight, installation costs, site preparation costs)
- Facilities purchase, renovation, improvements, and repairs

C. Direct and Indirect Costs for Local Consortium and Hub Lead Agencies

A Direct Cost is defined as costs that can be identified specifically with a particular project or task in the work plan or scope of work or can be directly assigned to an activity relatively easily with a high degree of accuracy. Typically, direct costs include, but are not limited to, compensation for employees who work directly on the project, travel, equipment, and supplies necessary to accomplish the purpose and goals and its tasks detailed in the work plan scope of work.

An Indirect Cost is defined as costs incurred for a common or joint objective that cannot be identified specifically with a particular project or task in the work plan or scope of work. Typically, indirect costs include, but are not limited to, compensation of administrative and clerical staff, costs of operating and maintaining facilities, general administration expenses, such as supplies that cannot be identified specifically with a particular project, accounting and personnel services, and insurance.

The salaries of administrative and clerical staff should normally be treated as Indirect Costs. However, direct charging of these costs may be appropriate where all the following conditions are met:

- Administrative or clerical services are integral to the project or task
- Costs involved can be specifically identified with the project or task
- Such costs are explicitly included in the approved budget

- The costs are not recovered as indirect costs

All criteria above must be met before a determination can be made whether the costs are allowable as direct costs.

The following are considered indirect when specific for the use of the lead agency and may not be charged to the grant as direct costs:

- Information technology services and equipment
- Rent
- Utilities and internet service
- Telephone service (mobile and landline)
- General office supplies
- Insurance and indemnification

Unspent funds from the FY 2023-25 IMPACT Legacy allocations are not eligible for rollover into the updated/amended IMPACT Legacy renewal for FY 2025-26. All grantees and subgrantees shall be limited to the regional allocation specific to the updated/amended FY 2025-26 IMPACT Legacy RFA for grant renewal.

- Subgrant line-item budget changes will be subject to approval from the grantee and shall be in alignment with the approved local application plan.

14. Evaluation of Grant Application

Upon receipt of the grant renewal submission and required attachments, F5CA staff will review according to the criteria listed in this updated/amended RFA.

The following criteria will be considered:

- Alignment of responses to the Grant's Purpose and goals
- Thoroughness of responses
- Demonstrable capacity of the applicant to complete planned work
- Budgetary submission demonstrates consistency with terms of funding
- Shared state and local objectives are clearly reflected in the applicant's responses
- Budget reflects goals described within the RFA and align to the approved application plan.

An application review rubric for the original application for IMPACT Legacy, including components of a complete response for each application question, can be found in Attachment F.

F5CA anticipates that the process from receipt of renewal submissions to review and final funding decision will take no more than 30 business days to complete. Applicants will be notified of award decisions in writing.

C. Evaluation Criteria

i. Application Narrative

The Application Narrative shall address how the applicant will utilize the grant funds in addition to detailing how the activities detailed within the Work Plan/Scope of Work will align with the grant's purpose and goals.

ii. Budget

The Budget Request Form shall contain expenditures detailing the cost, the application plan provides justification for the expense, logic, and reasoning for the determination of the expenses. Applicants shall accurately sum each line item, horizontally and vertically. Inconsistencies or inaccuracies, as a result of incorrect totals, will result in a delay in processing or the applicant's removal from grant consideration. The application plan shall demonstrate the relationship between the proposed activities and the budget to justify expenditures logically and reasonably. Lead agency allocation budget, regional hub sub grant allocation budget, and local lead agency sub grant allocation budgets will be rolled into a single regional budget to be used for the purposes of the GAN. Local and regional hub budgets will be used for quality assurance by F5CA and the grantee. All regional grant application renewal budgets shall be submitted in a single excel book as provided in this RFA. The GAN regional budget must be signed by the lead agency grantee upon submission for approval.

D. Memorandum of Understanding (MOU), Sub-contracting/Granting Documentation

If IMPACT Legacy funds are shared with other regional and local entities, grantees must follow their local procurement protocols for executing agreements. The format may include an MOU, sub-contract, sub-grant, or other locally determined documents. Agreement(s) codifying the relationships between the grantee and local county leads and Hubs shall be completed prior to the first invoice due date.

E. Tax Certification Forms

Submission of a completed Government Agency Taxpayer ID Form must be included with the application.

15. Grant Award

Applicants whose submissions meet the requirements within this updated/amended RFA (see attachment D) and are approved for grant funding will receive a Grant Award Notice (GAN). If awarded a grant renewal, the grantee must sign and return the GAN to F5CA for F5CA executive signature and execution before any disbursement of funds can be made. The person signing the GAN must have the authority to legally bind the First 5 County Commission to the GAN. Work performed prior to the execution date shall be considered voluntary, and invoices for any such work submitted for consideration will be returned unpaid. Grants will be fully executed when both parties, F5CA and the grantee, have signed the GAN.

16. Invoice

The grantee will submit invoices quarterly through the Portal within a specified reporting window following the end of each reporting period. Any invoice received outside of the reporting window without prior approval (extension requests must be submitted in advance of the closure of the reporting window in writing) will be required to wait until the next subsequent reporting period. Every quarter, F5CA will only reimburse the Grantee in arrears for allowable expenses of services performed or received. Reimbursement invoices may not include expenses for services, activities, products, etc. not yet performed in the current or prior invoice period.

Please note the FY 2025-26 Invoice Submission Windows for IMPACT Legacy:

- Quarter 1 - July 1 through September 30, 2025: Due date is by November 14
- Quarter 2 - October 1 through December 31, 2025: Due date is by February 13
- Quarter 3 - January 1 through March 31, 2026: Due date is May 13
- Quarter 4 - April 1 through June 30, 2026: Due date is August 14

If overpayment associated with any invoice is discovered by F5CA, the Grantee, or sub-grantee, F5CA and/or the grantee shall be notified immediately, and the overpayment amount shall be refunded to F5CA prior to the next invoice period or processing of any subsequent invoices. All invoice requests for reimbursement shall be in arrears for allowable expenses of services performed or received. Reimbursement invoices may not include expenses for services, activities, products, etc. not yet performed in the current or prior invoice period.

Additional details for invoice requirements can be found in Section 4. B. Lead Agency Grantee Roles and Responsibilities.

17. Scope of Work Revisions

Scope of work, and budget request form revisions are required when activities, milestones, dates, deliverables, and/or budget changes. Requests for revisions must provide sufficient information to explain the need and how the change affects the purpose and goals of this grant. Revisions must be requested by an authorized official of the grant recipient’s agency and approved by F5CA before affecting the change. Any work performed prior to the approval of the revision shall be considered voluntary and may not be subject to reimbursement. Reimbursement is available only for approved work plan/scope of work activities. Failure to obtain prior approval of revisions may result in costs being deemed unallowable and request for reimbursement denied. Examples of project changes that require a scope of work revision include, but are not limited to:

- Changes within the GAN budget line items
- Transfer of tasks associated with the work plan/scope of work to a third party through a contractor/consultant, or any other means.

- The addition or deletion of activities, deliverables, or a contractor/consultant, or revisions to existing activities, deliverables, or contractor/consultant activities or deliverables.
- Change of grant recipient, grant recipient organization name, or grant recipient organizational status.

Requests for adjustments must be submitted in writing to F5CA at least 60 days prior to the implementation of the proposed change.

18. Appeals Process

Appeals to the grant award must be received, in writing, within five (5) business days of posting the GAN. The same person authorized to sign the application must submit the appeal. Applicants may verify receipt of their application by e-mailing IMPACT@first5.ca.gov.

Appeals are limited to the grounds that the grant renewal process described in this RFA was not followed. Dissatisfaction with the score received by the application is not grounds for appeal. Late appeals will not be considered. The protesting applicant(s) must file a full and complete written appeal, including the reason for appeal, issue(s) in dispute, legal authority or other basis for the appellant's position, and the remedy sought. Applicants who wish to appeal a grant award decision must submit, electronically, a letter addressed to:

Program Innovation and Evaluation, Division Director
First 5 California
IMPACT@first5.ca.gov

A final decision will be made by the Chief Deputy Director of F5CA within 20 calendar days of the last day to file an appeal. The decision shall be the final administrative action afforded the appellant.

19. Additional Terms, Conditions, and Assurances

The following includes additional terms, conditions, and assurances related to this grant:

A. All costs associated with responding to this RFA shall be the sole responsibility of each grantee.

B. Upon the award of the grant, the applicant agrees to retain associated documents in its headquarters office of the county commission, or at the program service location where services are being provided, for a minimum of seven (7) years following the final invoice. All support documentation for actual expenses incurred must be retained and available for inspection for program and fiscal auditing purposes by the Bureau of State Audits and F5CA.

C. By acceptance of this Grant, the grantee fully understands failure to submit timely and accurate fiscal information, grant Purpose and goals deliverables as stipulated in the Grant Application will cause delay of processing grant award, rejection of application from consideration, or termination of the grant. Delays in fiscal, submission of deliverables, may result in a written request by F5CA for an accounting of expenditures or special review of fiscal and grant activity.

Requests for such adjustments must be submitted in writing to the F5CA Grant Manager at least sixty (60) business days prior to the implementation of the proposed change inclusive of staffing changes. If applicable, an Action Plan and corresponding budget adjustments must be submitted describing the amendment and the change to the original budget for one or more fiscal years.

D. The grantee shall attempt to resolve disputes of fiscal components (reimbursement, budget amendments, etc.) with the F5CA Grant Manager. If the dispute is not resolved at this stage, the grantee may request review of the dispute by submitting a written description of the issues to the F5CA Chief Deputy Director within thirty (30) calendar days of receiving an initial response from the first-level determination of the F5CA Grant Manager.

   The Chief Deputy Director, or designee, will review the facts of the dispute, and if deemed necessary, meet with the grantee's Executive Director or designee for purposes of resolving the dispute. The F5CA Chief Deputy Director, or designee, shall decide and send written notification of the decision to the grantee, together with the reasons for the decision, within sixty (60) calendar days of the receipt of the Grantee's notification of the dispute. The decision of the F5CA Chief Deputy Director shall be final.

E. F5CA retains the option to reduce or terminate a grant at its sole discretion by providing written notice to the Grantee at least ninety (90) days without cause (or) thirty (30) days with cause for full or partial termination of the agreement prior to such termination date. If F5CA terminates the grant at its discretion, the grantee will be entitled to compensation upon submission of an invoice and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided and its expenses necessarily incurred pursuant to the grant, up to the date indicated on F5CA's notification to the Grantee. The grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to the grant after the date indicated on F5CA's notice to the grantee unless the grantee receives written advance approval from F5CA. F5CA also reserves the right to terminate the Grant immediately for cause by providing written notice to the grantee (specify email/or street address). The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of the Grant. In this instance, the Agreement termination shall be effective as of the date indicated on F5CA's notification to the Contractor.

F. Records substantiating state funds disbursed by F5CA to the grantee are subject to monitoring, examination, and audit by F5CA or its designee, or the State Auditor, throughout the period of the Grant and up to seven (7) years, or local policy retention period (whichever is greater) after final payment of grant expenditures. Such records must be retained by the grantee for the period specified above. F5CA, and its designees, shall have access to the grantee's offices and records, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying books, records, accounts, and other material that may be relevant to a matter under investigation, and for the purpose of determining compliance with the allowable uses of funds.

G. The GAN is not transferable by the grantee, either in whole or in part, without the consent of F5CA in the form of a formal written amendment.

H. The Grantee shall not issue any news release or make any public statement to the media regarding the products or materials created pursuant to this Grant, operational procedures of this Grant, the meetings or decisions related to this Grant, or to the status of work related to this Grant without prior written approval of F5CA.

I. The grantee agrees to notify F5CA in writing via email of any information security breach and or incident relating to this GAN within three (3) working days of initial detection by the Grantee. The Grantee shall provide written report(s) of information security incidents and shall contain information on the incident (e.g., hacking, virus, and theft), description of information that was compromised, and classification of the information (e.g., confidential, sensitive, personal). The system or device affected by an information security incident shall be removed from operation immediately. It shall remain removed from operation until correction and mitigation measures have been applied.

   Upon remediation, the Grantee shall notify F5CA in writing via email of the steps taken to correct the security breach and validate that the system or device is no longer compromised or susceptible to the vulnerability within one (1) working day of being put back into production.

J. Except as specified in the GAN, the Grantee shall not release or disclose any data or products created, produced, or developed pursuant to the grant to any person or entity, except to the grantee’s personnel, attorneys, prospective vendors, and other entities or individuals who are necessary for and directly involved in the development, production, and distribution of the data or products. Products and data include, but are not limited to, drafts or works in progress. The grantee agrees to ensure that any such entities or individuals to whom it provides the products or data agrees to the same restrictions and conditions that apply to the grantee with respect to such products or information. Grantee shall employ reasonable procedures to protect these products and information from unauthorized use and disclosure. F5CA retains the right to approve any procedures employed by the grantee to comply with this provision.

   All data and information related to F5CA operations, which are designated confidential by F5CA or developed by the Grantee and deemed confidential by F5CA, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, F5CA paper and/or electronic documents, reference materials, or any materials related thereto shall be kept in a locked, secure place. All electronic data shall always be password-protected and secure.

1. The Grantee and its employees are hereby considered agents only for confidential data purposes and will be liable under the state and federal statutes for unauthorized disclosures. In the event of subcontracting, the subcontractor and/or independent consultant and its employees will also be considered agents only for confidential data purposes and will be held liable under said state and federal statutes.
2. The Grantee and all subcontractors and/or independent consultants shall immediately notify F5CA of any request from a third party for disclosure of any information relating to this Grant, including, but not limited to, subpoena, deposition proceedings, public records request, court order, or other legal action. Unless the F5CA Grant Manager authorizes the disclosure of the information in writing, the Grantee, and all subcontractors and/or independent consultants shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

K. Any county commission that enters into a grant with F5CA understands and agrees that the grant is valid and enforceable only if sufficient funds are available in the appropriate accounts administered by F5CA to carry out the purposes of the grant. This grant shall be invalid and of no further force and effect if sufficient funds are not available in the appropriate account due to:

- A decrease in projected tax revenue collected pursuant to the Revenue and Taxation Code Section 30131.2
- Any additional restrictions, limitations, transfers, reductions, or conditions enacted by the Legislature
- Any statute enacted by the Legislature that may affect the provisions, terms, or funding for the Grant in any manner

In the event there are insufficient funds in the appropriate accounts administered by F5CA due to any of the aforementioned reasons, the State of California and/or F5CA shall have no liability to pay any funds to the grantee or to furnish any other considerations under the grant; the grantee, subsequently, shall not be obligated to perform any provisions of the grant.

L. Upon their creation, all products, deliverables, or like items that are produced, created, developed, or the like, shall become the sole and complete property of F5CA. F5CA retains all rights to use, reproduce, distribute, or display any products created, provided, developed, or produced under the grant and any derivative products based on grant products, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law.

Any subcontractor agreements shall include language granting F5CA the copyright for any products created, provided, developed, or produced under the GAN and ownership of any products not fixed in any tangible medium of expression. In addition, the grantee shall require the other party to assign those rights to F5CA in a format prescribed by F5CA. For any products for which the copyright is not granted to F5CA, F5CA shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, prepare derivative products, distribute copies, perform, display, or otherwise use, duplicate, or dispose of such products in any manner for governmental purposes and to have or permit others to do so.

All products and any reproductions of products distributed under the terms of this grant shall include a notice of copyright in a place that can be visually perceived at the direction of F5CA. This notice shall be placed prominently on products and set apart from other matter on the page or medium where it appears. The notice shall state “Copyright” or “©,” the year in which the work was created, and “First 5 California.”

M. During the performance of the GAN, the grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and an application for family care leave. The Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a–f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.) and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a–f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, will be incorporated into the Grant.

N. Neither F5CA nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the Grantee under, or in connection with any work, authority, or jurisdiction delegated to the grantee under the GAN. It is understood and agreed, pursuant to Government Code section 895.4, the grantee shall fully defend, indemnify, and save harmless F5CA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth occurring by reason of anything done or omitted to be done by the grantee under or in connection with any work, authority, or jurisdiction delegated to the grantee under the Grant.

APPENDICES

Appendix A	**Key Terms**
Appendix B	**Regional Groupings**
Appendix C	**Lead Agency Grantee/ and regional grant Allocations**
Appendix D	**Regional Hub Allocation**
Appendix E	**Local County Lead Agency Allocation**
Appendix F	**Local County Lead Agency Participation Targets**
Appendix G	**Eligible Settings by QCC Funding Source**

Appendix A
Key Terms

Term/Acronym	**Explanation**
Alternative Settings	Community settings that are not subsidized child care or preschool sites and provide early learning and school readiness services to parents and young children. These include, but are not limited to, home visitation programs, family resource centers, Boys and Girls Clubs, and libraries.
Applicant	Regional Lead Agency Grantee; must be a First 5 County Commission.
California State Preschool Program (CSPP)	Contracted programs per the California *Education Code* (*EC)* commencing with Article 7, Chapter 2 (sections 8235–8239) and include, for purposes of this grant, Family Child Care Home Education Networks providing CSPP services. This includes full-day, full-year and part-day, school year programs in both LEAs and community-based organizations.
CDE	California Department of Education
CDSS	California Department of Social Services
California Migrant Child Care and Development Program (CMIG)	California Migrant Child Care and Development Program per the *EC* sections 8230–8233. This program uses centers and family childcare home education networks operated or administered by either public or private agencies and local educational agencies to serve children of migrant families. These programs provide child development services for children from birth through 12 years of age, and older children with exceptional needs. These programs provide an educational component that is culturally, linguistically, and developmentally appropriate for the children served and typically have seasonal start and stop dates.
Coaching	A relationship-based process led by an expert with specialized and adult learning knowledge and skills, who often serves in a different professional role than the recipient(s).
Consortium	Consortium refers to a local entity comprising multiple partner agencies, and that convenes a planning body that designs and implements a QRIS. A Regional or Multi- County Consortium is a group of counties within a geographic region of the state that collaborate, design,

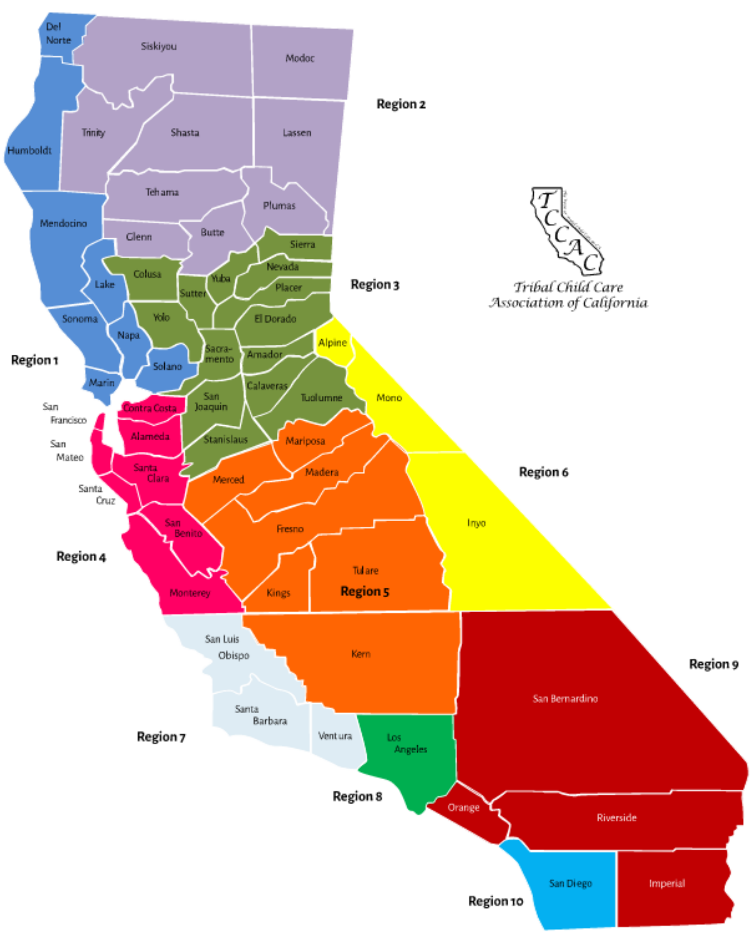
	and implement a common local QCC model across that group of counties. Whether a local consortium or multi-county consortium, there will be a lead agency, or possibly two lead agencies.
Early Learning and Care (ELC) Setting	ELC Setting, for purposes of this RFA only, means any (a) state-licensed or state regulated program or provider, regardless of setting or funding source, that provides ELC for children from birth to kindergarten entry, including, but not limited to, programs operated by child care centers and in family child care or family, friend, and neighbor homes; (b) preschool programs funded by the federal government, state or local educational agencies (including Individuals with Disabilities Education Act-funded programs); (c) Early Head Start and Head Start programs; and (d) any non-relative child care providers not otherwise regulated by the state and regularly caring for two or more unrelated children for a fee in a provider setting.
Equipment and Supplies	Follows the state's definitions of Equipment and Supplies: "Equipment" is defined as tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. (2 Code of Federal Regulations Section 200.33) "Supplies" are defined as all tangible personal property other than equipment. (2 Code of Federal Regulations Section 200.33)
Environment Rating Scales (ERS)	Observational assessment tools used to evaluate the quality of ELC programs.
Family Child Care Homes (FCC)	These are residential homes licensed by the California Department of Social Services to provide care to infants, toddlers, preschool, and school-age children.
Family Child Care Home Education Networks (FCCHEN)	The networks established pursuant to the *EC* Section 8245 that provide CSPP services.
Family, Friend, and Neighbor Care (FFN)	Individuals providing legally license-exempt child care in a home-based setting. This includes providers who care only for one child, those who provide care only for their relatives, and providers who care only for the children of one other family (other than the provider's own children, if he or she has any children).

High-Impact	Populations of children, families, and communities of greatest need.
High-Need	For the purposes of this RFA, high-need populations are defined as infants and toddlers, children living in poverty, dual language learners, foster children, children experiencing homelessness, children with disabilities, and children who are tribal, migrant, and/or live in rural/isolated communities.
LEA	A Local Educational Agency, which includes county offices of education, school districts, and community colleges
Local Public Entity (LPE)	For purposes of this RFA, F5CA uses California Government Code, Section 940.4., to define an LPE as a "county, city, district, public authority, public agency, and any other political subdivision or public corporation in the state but does not include the State."
Private Settings	Private settings are those that receive funds directly through parent pay and/or voucher payments, and do not have state or federal contracts.
QCC Implementation Guide	Provides guidance in operating and maintaining a local QRIS that incorporates the Quality Continuum Framework, which includes the QCC Rating Matrix and QCC Continuous Quality Improvement Pathways. The QCC Implementation Guide is located on the QCC website at https://drive.google.com/drive/folders/1dGYJIe-mezaXyGpmasgNrHRm1gGPjYLY.
QCC Quality Continuum Framework	Framework for QCC operations which includes the measurable quality indicators, Implementation Guide, and Continuous Quality Improvement Pathways.
F5CA Reporting Portal	This web-based Portal will house all reporting templates, approved applications, grant awards, narratives and other reporting features, eliminating the need for and allowance of submittal through paper or electronic mail.
Quality Early Learning and Care	As defined by QCC, and revised by California's recent PDG Needs Assessment, a quality ELC setting is one that provides a safe and healthy learning environment in which ELC professionals are supported in acquiring or increasing their knowledge and skills to promote positive relationships, interactions, and activities that enhance all children's growth and development to prepare them for success in school and life.

QIS	Quality Improvement System
QRIS	Quality Rating and Improvement System
Quality Continuum Framework – Measurable Indicators (formally known as Rating Matrix)	The point system for rating tiers
RFA	Request for Applications
In-kind	Refers to the provision of goods or services to an organization, such as office equipment, computers, and software or administrative and financial support. In-kind is not the money to buy the required goods or services, but the goods and services themselves. In-kind donations are valued in monetary terms, and they should be recorded on a company's budget for a value equal to the value of in-kind goods or services the organization receives.
State	Refers to California's state-level agencies or commissions with a role in QCC's administration, coordination, and funding.
Regions/Regional Hubs	Groupings of counties to coordinate resources and administer T&TA to counties within a region, as defined by QCC.

Appendix B
Quality Counts California Regional Groupings

Region	Counties/Organizations	Total Counties
1	Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, Solano, and Sonoma	8
2	Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, and Trinity	9
3	Amador, Calaveras, Colusa, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Sierra, Stanislaus, Sutter, Tribal Child Care Association of California, Tuolumne, Yolo and Yuba	15
4	Alameda, Contra Costa, Monterey, San Mateo, San Benito, San Francisco, Santa Cruz, and Santa Clara	8
5	Fresno, Kern, Kings, Madera, Mariposa, Merced, and Tulare	7
6	Alpine, Inyo, and Mono	3
7	San Luis Obispo, Santa Barbara, and Ventura	3
8	Los Angeles	1
9	Imperial, Orange, Riverside, and San Bernardino	4
10	San Diego	1



Appendix C

Lead Agency Grantee and local county allocations my not exceed the amounts provided by F5CA, however they may be reduced and shifted to the regional hub allocation to increase sustainability and efficiencies.

IMPACT Legacy Regional Grant Totals

Region	Total Grant Amount
1	$1,507,447.70
2	$1,133,073.46
3	$3,778,954.15
4	$4,470,791.49
5	$2,663,219.14
6	$211,450.97
7	$1,295,009.66
8	$2,835,530.49
9	$3,457,633.68
10	$1,430,071.98
TOTAL	$22,783,182.71

IMPACT Legacy Lead Agency Grantee Maximum Allocation

Region	1-Year Funding Allocation
1	$24,300
2	$27,000
3	$43,200
4	$24,300
5	$21,600
6	$10,800
7	$10,800
8	$-
9	$13,500
10	$5,400
TOTAL	**$180,900.00**

*Any county commission that enters into a grant with F5CA understands and agrees that the grant is valid and enforceable only if sufficient funds are available in the appropriate accounts administered by F5CA to carry out the purposes of the grant.

* Funding allocations for Lead Agency Grantee are calculated based on regional configurations and estimated staff time for fiscal administration. Planning allocations for Lead Agency Grantee from IMPACT

Legacy 2023-25 are not included in FY 2025-26 as these funds were intended as one time only under IMPACT Legacy.

* Funding Allocation will be dispersed as reimbursement only.

Appendix D
IMPACT Legacy 1-Year Minimum Recommended Regional Hub Allocation

Region	Allocation
1	326,174.85
2	251,910 .00
3	733,099.50
4	813,563.10
5	484,195.50
6	92,453.40
7	228,371.40
8	600,704.10
9	624,463.20
10	309,310.65
TOTAL	**4,464,245.70**

*Any county commission that enters into a grant with F5CA understands and agrees that the grant is valid and enforceable only if sufficient funds are available in the appropriate accounts administered by F5CA to carry out the purposes of the grant.

* Regional Hub allocations are determined by regional configuration, previous funding amounts, and subgrantee/contract responsibilities.

Appendix E
IMPACT Legacy Maximum Recommended Local County Consortium Allocation

County	1-Year Total Allocation	Match Ratio (State: Local)
Alameda	$787,779.94	2:1
Alpine	(Allocation included in Mono $8,519.54)	6:1
Amador	$57,402.28	6:1
Butte	$117,087.15	4:1
Calaveras	$61,357.03	5:1
Colusa	(Allocation included in Yuba $50,927.49)	5:1
Contra Costa	$589,969.04	3:1
Del Norte	$54,100.41	5:1
El Dorado	$257,480.49	5:1
Fresno	$463,825.88	3:1
Glenn	(Allocation included in Shasta $78,165.63)	5:1
Humboldt	$93,220.42	4:1
Imperial	$259,209.27	4:1
Inyo	$56,639.01	6:1
Kern	$495,334.32	3:1
Kings	$271,255.40	5:1
Lake	$138,528.09	5:1
Lassen	(Allocation included in Shasta $51,261.36)	6:1
Los Angeles		1:1

	$2,234,826.39	
Madera	$174,217.73	4:1
Marin	$211,844.33	4:1
Mariposa	(Allocation included in Merced $47,322.58)	6:1
Mendocino	$94,347.68	5:1
Merced (+Mariposa)	$290,394.68 Multi county total 343,827.81 (includes incentive)	4:1
Modoc	(Allocation included in Shasta $66,111.65)	6:1
Mono (+Alpine)	$40,718.82 Multi county total 51,558.56 (includes incentive)	6:1
Monterey	$212,994.43	3:1
Napa	$127,439.40	5:1
Nevada	$138,620.47	5:1
Orange	$881,124.46	2:1
Placer	$273,378.82	4:1
Plumas	$63,595.07	6:1
Riverside	$921,506.74	2:1
Sacramento	$826,579.54	2:1
San Benito	(Allocation included in Santa Clara $97,191.19)	5:1
San Bernardino	$757,830.01	2:1
San Diego	$1,115,361.33	2:1
San Francisco	$432,190.91	3:1
San Joaquin	$402,230.50	3:1

San Luis Obispo	$316,261.34	4:1
San Mateo	$324,604.87	3:1
Santa Barbara	$279,932.55	3:1
Santa Clara (+ San Benito)	$850,059.29 Multi county total 963,188.58 (includes incentive)	2:1
Santa Cruz	$322,200.63	4:1
Shasta (+ Glenn, Lassen, Modoc, Tehama, and Trinity)	$146,213.20 Multi county total 584,653.18 (includes incentive)	4:1
Sierra	$18,478.82	6:1
Siskiyou	$88,828.06	6:1
Solano	$179,335.90	3:1
Sonoma	$258,156.62	3:1
Stanislaus	$261,981.65	3:1
Sutter	(Allocation included in Yuba $119,877.83)	5:1
Tehama	(Allocation included in Shasta $112,272.72)	5:1
Trinity	(Allocation included in Shasta $60,243.67)	6:1
Tulare	$408,962.51	3:1
Tuolumne	$66,510.63	6:1
Ventura	$459,644.37	3:1
Yolo	$252,351.23	4:1
Yuba (+ Colusa and Sutter)	$95,100.16 Multi county total 305,283.19 (includes incentive)	5:1
TCCAC	$81,000.00	6:1

STATEWIDE TOTAL	**$18,138,037.01**	**-**

* Additional funds for multi-county consortia are included in multi-county maximum allocations. No changes to multi-county consortia are allowed for the FY 2025-26 renewal.

*Any county commission that enters into a grant with F5CA understands and agrees that the grant is valid and enforceable only if sufficient funds are available in the appropriate accounts administered by F5CA to carry out the purposes of the grant.

* Local county/consortia allocations are based on 0-5 population, poverty rate, licensed care capacity, and prior QCC performance data.

Appendix F
IMPACT Legacy Participation Targets

Local County Lead Agency Minimum Participation Targets to be Met by June 30, 2027

County	Site Participation Target
Alameda	243
Alpine	2
Amador	18
Butte	29
Calaveras	18
Colusa	16
Contra Costa	163
Del Norte	15
El Dorado	76
Fresno	105
Glenn	24
Humboldt	29
Imperial	58
Inyo	17
Kern	118
Kings	61
Lake	36
Lassen	14
Los Angeles	502
Madera	39
Marin	62
Mariposa	11
Mendocino	21
Merced	90
Modoc	15
Mono	13
Monterey	48
Napa	39

Nevada	31
Orange	272
Placer	84
Plumas	14
Riverside	284
Sacramento	186
San Benito	30
San Bernardino	170
San Diego	344
San Francisco	133
San Joaquin	90
San Luis Obispo	98
San Mateo	73
Santa Barbara	86
Santa Clara	242
Santa Cruz	88
Shasta	45
Sierra	6
Siskiyou	20
Solano	44
Sonoma	74
Stanislaus	75
Sutter	37
Tehama	25
Trinity	14
Tulare	92
Tuolumne	21
Ventura	103
Yolo	69
Yuba	29
TCCAC	20

Appendix G
Eligible ELC Settings by QCC Funding Source

ELC Funding Sources/Categories	IMPACT Legacy	CSPP QRIS Block Grant	QCC Block Grant
Alternative Payment Program (APP)/ Voucher	Center, FCC, FFN	-	Center, FCC, FFN
California State Preschool Program (CSPP)	-	Center	-
Early Head Start	Home Visiting Component	-	Center, Home Visiting Component
Family Child Care Home Education Networks (FCCHEN)	-	FCC	FCC with CFCC or CCTR contract
Head Start	-	-	Center
General Child Care (CCTR)	-	-	-
Migrant Head Start	Center	-	Center
Migrant Program (CMIG)	Center	-	Center
Migrant Alternative Payment Program (CMAP)	Center, FCC, FFN	-	Center, FCC, FFN
Private Payment	Center, FCC, FFN	-	Center, FCC, FFN
Tribal Head Start	Center	-	Center
Tribal Early Care and Education Programs	Center, FCC, FFN	-	Center, FCC, FFN
Other Public or Community Funding	Family Resource Centers, Home Visiting Programs, Community Based Organizations, Libraries, Other Alternative Settings	-	Family Resource Centers, Home Visiting Programs, Community Based Organizations, Libraries, Other Alternative Settings

ATTACHMENTS

Attachment A	**Lead Agency Grantee LOI**
Attachment B	**Local County Consortia LOI**
Attachment C	**Regional Hub LOI**
Attachment D	**Application Questions**
Attachment E	**Budget Forms**
Attachment F	**Application Review Rubric**
Attachment G	**Scope of Work Plan**

Attachment A
Lead Agency Grantee LOI

Attachments are for reference only, please use the hyperlink on page 51 to access documents for submission.

Letter of Intent to Apply (LOI) for grant renewal under the FY 2025-26 updated/amended IMPACT Legacy RFA as the Lead Agency Grantee

Purpose

The LOI will provide First 5 California (F5CA) information that will inform implementation of IMPACT Legacy. Grant applicants serving as the Lead Agency Grantee must be a First 5 county commission within the state of California and grantees of IMPACT Legacy 2023-25. Only one IMPACT Legacy grant renewal submission will be accepted per Quality Counts California (QCC) region. First 5 counties, program and fiscal responsibilities, and Request for Application (RFA) information are detailed in the updated/amended RFA.

Instructions

Each QCC Region must submit one LOI with the original signature(s) of the executive director or designee. LOIs must be submitted using the template on the following page and received by First 5 California at IMPACT@first5.ca.gov no later than **close of business on April 16, 2025**.

QCC Region: Click here to enter text.
Counties within the region: Click here to enter text.
IMPACT Legacy
Lead Agency: Click here to enter text.
Address: Click here to enter text.
City: Click here to enter text.
Zip Code: Click here to enter text.

Executive Director or Designee Name (*print*): Click here to enter text.
Email: Click here to enter text.
Phone: Click here to enter text.

Signature: ____ Date: ___________________

Attachment B
Local County Consortia LOI

Attachments are for reference only, please use the hyperlink on page 51 to access documents for submission.

Intent to Apply for grant renewal under the FY 2025-26 updated/amended IMPACT Legacy RFA as the Local Consortia Lead agency

Purpose

The Letter of Intent to Apply (LOI) for grant renewal as a sub-grantee will inform the State which agencies plan to renew as Impact Legacy Local Consortia lead agency under this updated/amended RFA. The eligibility of lead agencies, program and fiscal responsibilities, and general information about who may renew are defined in the Application Process section of the RFA.

Below are instructions for First 5 county commissions and Local Public Entities (LPEs) to submit an LOI and to identify the appropriate Lead Agency(s).

Please note: renew submissions shall be consistent with the agency or entity acting as lead agency to the county/consortia under IMPACT legacy 2023-25. Only one IMPACT Legacy renewal submission will be accepted per county/consortia.

Process

existing IMPACT Legacy multi-county consortia will remain unchanged under the updated/amended RFA, in accordance with the applicable requirements.

Each local consortia must submit one LOI with the original signature(s) of the executive director, chief executive officer of the LPE, or designee. LOIs must be submitted using the template on the following page and received by First 5 California at IMPACT@first5.ca.gov no later than **close of business on April 16, 2025.**

Consortia County(ies): Click here to enter text.

IMPACT Legacy
Lead Agency: Click here to enter text.
Address: Click here to enter text.
City: Click here to enter text.
Zip Code: Click here to enter text.

Executive Director, CEO, or Designee Name (*print*): Click here to enter text.
Email: Click here to enter text.
Phone: Click here to enter text.

Signature: _______________________________________ Date: __________________

Attachment C
Regional Hub LOI

Attachments are for reference only, please use the hyperlink on page 51 to access documents for submission

FIRST 5 CALIFORNIA

Intent to Apply for grant renewal under the FY 2025-26 updated/amended IMPACT Legacy RFA as the QCC (IMPACT Legacy) Regional Hub

Purpose

The Letter of Intent to Apply (LOI) for grant renewal as a sub-grantee will inform the State which agencies plan to renew as QCC IMPACT Legacy Regional Hub lead agency under the updated/amended RFA. The eligibility of lead agencies, program and fiscal responsibilities, and general information about who may apply are defined in the Application Process section of the RFA.

Below are instructions for First 5 county commissions and Local Public Entities (LPEs) to submit an LOI and to identify the appropriate Lead Agency(s).

Please note: Existing IMAPCT Legacy Hub lead agencies will remain unchanged under the updated/amended RFA, in accordance with the applicable requirements. Only one IMPACT Legacy regional hub renewal submission will be accepted per QCC Region.

Process

Each Region must submit one LOI for regional Hub lead agency with the original signature(s) of the executive director, chief executive officer of the LPE, or designee. LOIs must be submitted using the template on the following page and received by First 5 California at IMPACT@first5.ca.gov no later than **close of business on April 16, 2025.**

Hub Region: Click here to enter text.

IMPACT Legacy
Lead Agency: Click here to enter text.
Address: Click here to enter text.
City: Click here to enter text.
Zip Code: Click here to enter text.

Executive Director, CEO, or Designee Name (*print*): Click here to enter text.
Email: Click here to enter text.
Phone: Click here to enter text.

Signature: ____ Date: ___________________

Attachment D
Application Questions

Attachments are for reference only, please use the hyperlink on page 2 to access the application for renewal submission.

IMPACT Legacy RFA Renewal Application Questions FY 2025-26

Organizations are invited to complete the application for renewal under the updated/amended IMPACT Legacy RFA, based on the role(s) they wish to fulfill to implement IMPACT Legacy at the regional and local levels. Applicants shall review current approved IMPACT Legacy plans and provide responses to application questions that require updating due to changes including but not exclusive to shifts in implementation strategies, approaches, sustainability planning, partnerships, staffing, timelines for implementation etc.

Application sections represent the following roles:

- Section A: Lead Agency Grantee
- Section B: Regional Hub Lead Agency
- Section C: Local Consortium Lead Agency

Application renewals must be submitted and received by 5 p.m. Pacific Time on May 5, 2025, if your organization is unable to complete the application renewal in one sitting, users may return to the same computer to complete the application.

If you have questions while completing the application renewal, please email IMPACT@First5.ca.gov for assistance.

1. Contact Information for Application Submitter
   Name
   Representing Agency
   Email
   Phone

Section A: Lead Agency Grantee

2. Is the agency applying to act as the IMPACT Legacy Lead Agency Grantee?
   Yes/No

3. Which region and local consortia/counties will be represented by the Lead Agency Grantee?

4. Lead Agency Grantee Determination
   County Commission Name
   County Commission Executive Director
   Address

City
ZIP

5. Lead Agency Grantee Grant Manager
   Name
   Title
   Email
   Phone

6. Lead Agency Grantee Fiscal Contact
   Name
   Title
   Email
   Phone

7. Lead Agency Grantee - Individual Authorized to sign the Grant Award Notice

   Name
   Title
   Email
   Phone

8. Acknowledgement: In submitting this application to act as IMPACT Legacy Lead Agency Grantee, the applying agency agrees to perform all responsibilities outlined in the Lead Agency Grantee Responsibilities section in the updated/amended RFA.

9. Describe how the agency will ensure administration for IMPACT Legacy (e.g., subcontracts/subgrants, timely invoicing and budget tracking processes and procedures).

Section A: Lead Agency Grantee Attachments

10. Lead Agency Grantee Budget – Email to IMPACT@first5.ca.gov

11. Lead Agency Grantee Taxpayer ID Form – Email to IMPACT@first5.ca.gov

12. Lead Agency Grantee Proof of Workers Compensation Insurance – Email to IMPACT@first5.ca.gov

Section B. Regional Hub Lead Agency

13. Is the Agency applying to act as the IMPACT Legacy Regional Hub lead agency?
Yes/No

14. Did this agency serve as Regional Hub lead under IMPACT Legacy FY 2023-25?
Yes/No

15. Which Lead Agency Grantee will be representing this Region?

16. Which counties will be represented within this Region?

17. Regional Hub Lead Agency Determination
    Organization Name
    County Name
    Address
    City
    ZIP
    Phone

18. Regional Hub Lead Agency Grant Manager
    Name
    Title
    Email
    Phone

19. Regional Hub Lead Agency Fiscal Contact
    Name
    Title
    Email
    Phone

Section B: Regional Hub Lead Agency Information

Collective Impact (CI) and Sustainability

Identify any changes to the previously approved application on the following questions when answering including any local allocation funds and the activities associated with the funds that will be performed by the regional hub. Please include the five pillars of CI in your responses. The five pillars are -- common agenda, shared measurement, mutually reinforcing activities, continuous communication, and backbone support. Each response should also include how you intend to sustain these efforts upon expiration of the IMPACT Legacy funding.

20. Acknowledgement: In submitting this application to act as IMPACT Legacy Regional Hub Lead Agency, the applying agency agrees to perform all responsibilities outlined in the Regional Hub Lead Agency Responsibilities section in the RFA.

21. Provide a description of the Regional Hub partners, and their role in local administration, coordination, and sustainability (including IMPACT Legacy local leads, and may also include other County Offices of Education, First 5s, Resource & Referral Agencies, Local Child Care Planning Councils, Alternative Payment Providers, Institutions of Higher Education, Home Visiting Programs, if applicable).

22. Of the partners included above, which are anchor institutions to sustain regional efforts, and what mutually reinforcing activities will you be engaged in with them during the term of this grant.

23. Describe your regional approach to ensure maintenance of a consistent and equitable coaching implementation plan (i.e., coaching structures, alignment strategies, cross agency implementation).

24. Describe your regional approach to facilitating communication, partnerships, and coordination across local and regional levels and in collaboration with the state.

25. Describe your regional approach to managing equitable access to effective, high-quality training/professional development for participating early educators, coaches, trainers, and communities across the region that maximize resources and reduce duplication of training efforts.

26. Describe your regional approach to overseeing data collection, data systems, and any evaluation plans.

27. Describe your regional approach to support local lead agencies in the following focus areas:

- Expand Access to Quality for Priority Children and Early Educators
- Family engagement
- Multilingual learner support

Section B: Regional Hub Lead Agency Attachments

28. Regional Hub Lead Agency Budget – Email to IMPACT@first5.ca.gov
29. Regional Hub Lead Agency SOW Plan – Email to IMPACT@first5.ca.gov

Section C: Local Consortium Lead Agency

30. Is the Agency applying to act as the IMPACT Legacy Local Consortium lead agency?
Yes/No

31. Did this agency serve as Local Consortium lead under IMPACT Legacy?
Yes/No

32. Which consortia/counties are represented in this application?

33. Which Lead Agency Grantee will provide funding to this consortium/county?

34. Which Regional Hub will this consortium/county be working within?

35. Local Consortium Lead Agency Determination

Organization Name
County Name
Address
City
ZIP
Phone

36. Local Consortium Lead Agency Grant Manager
    Name
    Title
    Email
    Phone

37. Local Consortium Lead Agency Fiscal Contact
    Name
    Title
    Email
    Phone

Section C: Local Consortium Lead Agency Information

Collective Impact (CI) and Sustainability

Identify any changes to the previously approved application on the following questions including any local funding allocation and activities associated with the funds that transitioned to the regional hub.

When answering the following questions, please address the five pillars of CI in your responses. The five pillars are -- common agenda, shared measurement, mutually reinforcing activities, continuous communication, and backbone support.

Each response should also include how you intend to sustain these efforts upon expiration of the IMPACT Legacy funding.

38. Acknowledgement: In submitting this application to act as IMPACT Legacy Local Consortium Lead Agency, the applying agency agrees to perform all responsibilities outlined in the Local Consortium Lead Agency Responsibilities section in the RFA.

39. Provide a description of the Local Consortium required partners, and their role in local administration, coordination, and sustainability (including County Offices of Education, First 5s, Resource & Referral, Local Child Care Planning Councils, Alternative Payment Providers, Institutions of Higher Education, Home Visiting Programs if applicable).

40. Of the partners included above, which are anchor institutions to sustain IMPACT Legacy efforts, and what mutually reinforcing activities will you be engaged in with them during the term of this grant.

41. Describe your local approach to expanding access to quality support for priority populations (described in Figure 3).

42. Describe your local approach to expanding access to quality for priority children and early educators (response must address two or more categories: nurturing adult-child interactions, supporting social-emotional wellbeing, practices to reduce suspension and expulsion, addressing challenging behaviors, mitigating ACEs, and anti-bias/anti-racism.

43. Describe local strategies to support family engagement.

44. Describe local strategies to support multilingual learners (must address professional development, family outreach and messaging, and resources for ELC providers, families, and children).

45. Describe local strategies to outreach and engage new settings and to maintain participation in QCC. Include how these strategies will incorporate priority populations.

46. Describe local strategies to deliver coaching support to programs and providers and identify agency(ies) responsible for these tasks. (To the extent possible, include information about local models used, dosage, sustainability, etc.)

47. Describe local strategies to support Quality Improvement Plan development, use, and monitoring progress.

48. Describe local strategies to offer professional development to teachers and staff.

49. Summarize the local incentive structure.

50. Describe local strategies to ensure capacity to offer observations and assessment.

51. Describe current and planned integration of the Workforce Registry into QCC functions.

52. Describe any current or planned evaluation activities and how it informs program and practice.

53. Describe recent or planned needs assessments used to strategize support and promote participation in communities with history of segregated housing patterns, discrimination, and persistent inequities.

Section C: Local Consortium Lead Agency Attachments

54. Local Consortium Lead Agency Budget – Email to IMPACT@first5.ca.gov
55. Local Consortium Lead Agency SOW Plan – Email to IMPACT@first5.ca.gov

Attachment E Budget Forms

Local County Consortia Lead Agency Budget Template

Attachments are for reference only, please use the hyperlink on page 51 to access documents for submission.

Budget Category	IMPACT Legacy FY 2025-26
Direct Costs	
Quality Improvement	$ -
Outreach and Communication	$ -
Incentives	$ -
Evaluation	$ -
Data collection and reporting	$ -
Other	$ -
Total Direct Costs	$ -
INDIRECT COSTS	
Administrative Personnel (not to exceed 15% of direct costs)	$ -
Other (not to exceed 15% of direct costs)	$ -
Total Indirect Costs	$ -
Total Amount	$ -
Match amount	$ -
I, the official named below, hereby request IMPACT Legacy funding in the amounts represented in the above Table. I certify that the information represented on this form and in the Budget Narrative are true and correct to the best of my knowledge and compliant with the requirements of the IMPACT Legacy RFA.	
Form Type (Annual Budget, or Budget Amendment):	
Name of Lead Agency:	
Name of Lead Agency Executive Director or Authorized Designee:	
Signature:	
First 5 California Only	
Fiscal Analyst:	
Program Liaison:	
Program Manager:	

Regional Hub Budget Template

Attachments are for reference only, please use the hyperlink on page 51 to access documents for submission.

Budget Category	IMPACT Legacy FY 2025-26
Direct Costs	
Regional Coordination	$ -
Quality Improvement	$ -
Outreach and Communication	$ -
Incentives	$ -
Evaluation	
Data collection and reporting	$ -
Other	$ -
Total Direct Costs	$ -
INDIRECT COSTS	
Administrative Personnel (not to exceed 15% of direct costs)	$ -
Other (not to exceed 15% of direct costs)	$ -
Total Indirect Costs	$ -
Total Amount	$ -

I, the official named below, hereby request IMPACT Legacy funding in the amounts represented in the above Table. I certify that the information represented on this form and in the Budget Narrative are true and correct to the best of my knowledge and compliant with the requirements of the IMPACT Legacy RFA.

Form Type (Annual Budget, or Budget Amendment):	
Name of Lead Agency:	
Name of Lead Agency Executive Director or Authorized Designee:	
Signature:	
First 5 California Only	
Fiscal Analyst:	
Program Liaison:	
Program Manager:	

Lead Agency Grantee (Grantee) Budget Template

Attachments are for reference only, please use the hyperlink on page 51 to access documents for submission.

Budget Category	IMPACT Legacy FY 2025-26
PERSONNEL	
Salaries	$ -
Benefits	$ -
Total Personnel	**$ -**
OPERATIONS	
Contractual	$ -
Other	$ -
Total Operations	**$ -**
Total Amount	**$ -**
I, the official named below, hereby request Fiscal Lead Agency administrative funding in the amounts represented in the above Table. I certify that the information represented on this form and in the Budget Narrative are true and correct to the best of my knowledge and compliant with the requirements of the IMPACT Legacy RFA.	
Form Type (Annual Budget, or Budget Amendment):	
Name of Lead Agency:	
Name of Lead Agency Executive Director or Authorized Designee:	
Signature:	
First 5 California Only	
Fiscal Analyst:	
Program Liaison:	
Program Manager:	

Regional Grant Budget Template (for GAN)

Attachments are for reference only, please use the hyperlink on page 51 to access documents for submission.

Budget Category	IMPACT Legacy FY 2025-26
Direct Costs	
PERSONNEL	
Salaries	$ -
Benefits	$ -
Total Personnel	**$ -**
OPERATIONS	
Hub	$ -
County 1	$ -
County 2	$ -
County 3	$ -
County 4	$ -
County 5	$ -
County 6	$ -
County 8	$ -
County 9	$ -
County 10	$ -
County 11	$ -
County 12	$ -
County 13	$ -
County 14	$ -
County 15	$ -
Other	$ -
Total Operations	**$ -**
Total Direct Costs	**$ -**
INDIRECT COSTS	
Administrative Personnel (not to exceed 15% of direct costs)	$ -
Other (not to exceed 15% of direct costs)	$ -
Total Indirect Costs	**$ -**
Total Amount	$ -
Match amount	**$**
I, the official named below, hereby request IMPACT Legacy funding in the amounts represented in the above Table. I certify that the information represented on this form and in the Budget Narrative are true and correct to the best of my knowledge and compliant with the requirements of the IMPACT Legcay RFA.	
Form Type (Annual Budget, or Budget Amendment):	
Name of Lead Agency:	
Name of Lead Agency Executive Director or Authorized Designee:	
Signature:	
First 5 California Only	
Fiscal Analyst:	
Program Liaison:	
Program Manager:	

Attachment F

Updated/Amended IMPACT Legacy 2025-26 Grant Application Components of a Complete Response

First 5 California (F5CA) requests updated IMPACT Legacy application submissions for grant renewal under this updated/amended RFA, based on the role(s) they wish to fulfill to implement IMPACT Legacy at the regional and local levels. Applicants shall review current approved IMPACT Legacy plans and provide responses to application questions that require updating due to changes including but not exclusive to shifts in implementation strategies, approaches, sustainability planning, partnerships, staffing, timelines for implementation, etc.

Review Process:

- Applications not meeting all basic qualifications (all fields are answered and required documents included) will be returned immediately for completion.
- Reviewers will request any additional information needed via email an estimated two weeks after the application due date.
- Applicants will have up to 10 business days to submit required information, during which reviewers will be available for technical assistance or consultation.

Scoring Methodology:

1. Complete/incomplete – basic qualifications that do not require a narrative.
2. Evaluated -- Narrative responses will be evaluated for quality on the components of an acceptable or complete response.
    a. Reviewer will apply one point for each component of a complete response.
    b. Responses that do not meet all components of a complete response will require follow-up until all components are complete, prior to approval.
    c. Responses that meet all components of a complete response will be approved.

Question	Components of an Acceptable or Complete Response	Scoring Methodology

Section A: Lead Agency Grantee / Grantee (FLA)		
1. Contact Information for Application Submitter	Complete	Complete/Incomplete
2. Applying to be a FLA	Yes (if no, skip to Section B)	Complete/Incomplete
3. Region/counties represented by FLA	Region and counties within are consistent with existing regional configurations	Complete/Incomplete
4-7. FLA Contact information	FLA is First 5 county commission; all fields are complete	Complete/Incomplete
8. FLA Acknowledgement	Agree	Complete/Incomplete
9. Describe how the agency will ensure fiscal administration for IMPACT Legacy (e.g., subcontracts/subgrants, timely invoicing and budget tracking processes and procedures)	Roles and responsibilities are clearly detailed and adequately explained including: ❑ Distribution of IMPACT Legacy funds to Regional Hub and County Lead agencies in accordance with the RFA ❑ Subcontract/subgrant process ❑ Invoicing processes – monitoring and submission ❑ Ability to monitor and track budget spending, information about how	One point for each bullet: ______/ 4 Missing components and follow up needed:

	discrepancies would be addressed	
10. FLA Budget	All attachments are uploaded and complete. FLA Budget: ❑ Budget total matches RFA amount ❑ Follows allowable RFA categories	Three points for each bullet: _____/ 6 Missing components and follow up needed:
11. Lead Agency Grantee Taxpayer ID Form	Document uploaded	Complete/Incomplete
12. Lead Agency Grantee Proof of Workers Compensation Insurance	Document uploaded	Complete/Incomplete
Section B: Regional Hub Lead Agency (Hub)		
13. Applying to be a Regional Hub Lead Agency (Hub)	Yes (if no, skip to Section C)	Complete/Incomplete
14. Did they serve as Hub in IMPACT 2020?	Yes/No	Complete/Incomplete
15. Which Lead Agency Grantee will be representing this Region?	All fields are complete and in agreement with FLA grantee applicant	Complete/Incomplete

16. Which counties will be represented within this Region?	Region and counties within are consistent with existing regional configurations	Complete/Incomplete
17-19. Hub contact information	All fields are complete	Complete/Incomplete
20. Hub Acknowledgement	Agree	Complete/Incomplete
21. Provide a description of the Regional Hub partners, and their role in administration, coordination and sustainability beyond IL funding (including IL local leads, and may also include other COEs, F5s, R&Rs, LPCs, APs, IHEs, HV programs, if applicable).	❑ Roles and responsibilities clearly identified ❑ All applicable regional member agencies included and defined ❑ Decision making process is adequately identified and includes - Planning process, Budget development, Governance structure. ❑ Sustainability is mentioned	One point for each bullet: _____/ 4 Missing components and follow up needed:
22. Of the partners included above, which are anchor institutions to sustain regional efforts, and what mutually reinforcing activities will you be engaged in with them during the term of this grant.	❑ Anchor institutions are identified ❑ Sustaining regional efforts are addressed ❑ Mutually reinforcing activities are described	One point for each bullet: _____/ 3 Missing components and follow up needed:
23. Describe your regional approach to ensure maintenance of a consistent and equitable coaching implementation plan (i.e., coaching structures, alignment	❑ Approach to maintaining a consistent coaching plan is identified ❑ Equity in coaching	One point for each component: _____/ 3 Missing components and follow up

strategies, cross-agency implementation).	implementation is described ❑ Sustainability of coaching infrastructure beyond IMPACT Legacy is mentioned	needed:
24. Describe your regional approach to facilitating communication, partnerships, and coordination across local and regional levels and in collaboration with the state.	❑ Regional communication approach addressed ❑ Facilitation and coordination of partnerships is addressed ❑ Collaboration strategies with the state and other regions is described ❑ Sustainability of partnerships and collaborations is mentioned	One point for each component: _____/ 4 Missing components and follow up needed:
25. Describe your regional approach to managing equitable access to effective, high-quality training/professional development for participating early educators, coaches, trainers, and communities across the region that maximize resources and reduce duplication of training efforts.	❑ Strategies to manage equitable access to PD is defined ❑ One or more PD populations are identified (early educators, coaches, trainers, and communities) ❑ Strategies to reduce duplication of training efforts and/or maximize resources are described	One point for each component: _____/ 3 Missing components and follow up needed:
26. Describe your regional approach to	❑ A regional approach to	One point for each component:

overseeing data collection, data systems, and any evaluation plans.	overseeing data collection is described ❑ One or more data systems are identified ❑ A plan to evaluate regional strategies is described	_____/ 3 Missing components and follow up needed:
27. Describe your regional approach to support local lead agencies in the following focus areas: - Expand Access to Quality for Priority Children and Early Educators - Family engagement - Multilingual learner support	Response describes approach to address how the regional hub will support local implementation for each of the following: ❑ Expand Access to Quality for Priority Children and Early Educators ❑ Family engagement ❑ Multilingual learner support	One point for each component: _____/ 3 Missing components and follow up needed:
28-29. Hub attachments	All attachments are uploaded and complete. Hub Budget: ❑ Budget total matches RFA amount ❑ Follows allowable RFA categories ❑ SOW follows application plan	Two points for each bullet: _____/ 6 Missing components and follow up needed:
Section C: Local Consortium Lead Agency		
30. Is this Agency applying to act as an	Yes (if no, skip this section)	Complete/Incomplete

IMPACT Legacy Local Consortium lead agency?		
31. Did this agency serve as Local Consortium lead under IMPACT 2020?	Yes/No	Complete/Incomplete
32. Which consortia/counties are represented in this application?	Consortium is consistent with existing configurations.	Complete/Incomplete
33. Which Lead Agency Grantee will provide funding to this consortium/county?	Must agree with Lead agency/Grantee for this region	Complete/Incomplete
34. Which Regional Hub will this consortium/county be working within?	Must agree with Hub applicant for this region	Complete/Incomplete
35-37. Local Consortium Lead Agency Information	All fields are complete	Complete/Incomplete
38. Local Consortium Acknowledgement.	Agree	Complete/Incomplete
39. Provide a description of the Local Consortium required partners, and their role in local administration, coordination, and sustainability (including COEs, F5s, R&Rs, LPCs, APs, IHEs, HV programs, if applicable).	❑ Roles and responsibilities clearly identified ❑ Decision making process is identified and includes - Planning process, Budget development, Governance structure. ❑ Sustainability is mentioned	One point for each bullet: ______/ 3 Missing components and follow up needed:
40. Of the partners included above, which are anchor institutions to sustain IMPACT Legacy efforts, and what	❑ Anchor institutions are identified ❑ Sustaining IMPACT Legacy	One point for each bullet: ______/ 3

mutually reinforcing activities will you be engaged in with them during the term of this grant.	efforts are addressed ❑ Mutually reinforcing activities are described	Missing components and follow up needed:
41. Describe your local approach to expanding access to quality support for priority populations (described in Fig. 3).	❑ Identifies priority populations ❑ Approach to expand access to priority populations is described	One point for each bullet: _____/ 2 Missing components and follow up needed:
42. Describe your local approach to supporting SSNREs (response must address two or more categories): nurturing adult-child interactions, supporting social-emotional wellbeing, practices to reduce suspension and expulsion, addressing challenging behaviors, mitigating ACEs, and anti-bias/anti-racism).	❑ At least two of the following categories are described: nurturing adult-child interactions, supporting social-emotional wellbeing, practices to reduce suspension and expulsion, addressing challenging behaviors, mitigating ACEs, and anti-bias/anti-racism ❑ Sustaining supports beyond IL	One point for each bullet: _____/ 2 Missing components and follow up needed:
43. Describe local strategies to support family engagement.	❑ Family Engagement strategies are described	One point for each bullet: _____/ 3

	❑ Strategies address different setting types (FFN, FCC, etc.) ❑ Sustaining supports beyond IL	Missing components and follow up needed:
44. Describe local strategies to support multilingual learners (must address professional development, family outreach and messaging, and resources for ELC providers, families, and children).	❑ Describes strategies that support providers in serving their MLL children ❑ Professional development opportunities and resources are described ❑ Sustaining supports beyond IL	One point for each bullet: _____/ 3 Missing components and follow up needed:
45. Describe local strategies to outreach and engage new settings and to maintain participation in QCC. Include how these strategies will incorporate priority populations.	❑ Describes outreach and engagement to new providers and programs ❑ Describes maintaining participation in QCC ❑ Outreach and engagement strategies are specific to priority populations	One point for each bullet: _____/ 3 Missing components and follow up needed:
46. Describe local strategies to deliver coaching support to programs and providers and identify agency(ies) responsible for these tasks. (To the extent possible, include information	Approach describes: ❑ Coaching model or infrastructure	One point for each bullet: _____/ 3 Missing components and follow up needed:

about local models used, dosage, sustainability, etc.)	❑ Capacity to meet demand for coaching ❑ Sustaining supports beyond IL	
47. Describe local strategies to support Quality Improvement Plan development, use, and monitoring progress.	❑ Describes how QIPs will be developed with required providers ❑ Describes ongoing QIP monitoring	One point for each bullet: _____/ 2 Missing components and follow up needed:
48. Describe local strategies to offer professional development to teachers and staff.	Strategies describes: ❑ Process to identify PD needs ❑ Delivery of PD recommendations	One point for each bullet: _____/ 2 Missing components and follow up needed:
49. Summarize the local incentive structure.	Structure includes: ❑ Site level stipends and/or incentives for different setting types ❑ Individual level stipends and/or incentives for staff	One point for each bullet: _____/ 2 Missing components and follow up needed:
50. Describe local strategies to ensure capacity to offer observations and assessment.	Strategies detail: ❑ Coordination with regional partners	One point for each bullet: _____/ 2 Missing components and follow up

	❑ Observers/assessors available to meet demand	needed:
51. Describe current and planned integration of a Workforce data system into QCC functions.	❑ Data Sharing Agreement is referenced as being complete ❑ Workforce data system and local QRIS data system communicate with one another ❑ Required staff in QCC participating sites maintain profiles and use data system for accessing training	One point for each bullet: _____/ 3 Missing components and follow up needed:
52. Describe any current or planned evaluation activities and how it informs program and practice.	❑ Data is collected used to inform program and practice ❑ Describes evaluation activities in place or planned for the future	One point for each bullet: _____/ 2 Missing components and follow up needed:
53. Describe recent or planned needs assessments used to strategize support and promote participation in communities with history of segregated housing patterns, discrimination, and persistent inequities.	❑ Tool used for needs assessment ❑ Support strategy informed by assessment data	One point for each bullet: _____/ 3 Missing components and follow up needed:

	❑ Data is used to identify and target priority communities	
54-55. Local Consortium Lead Agency attachments	All attachments are uploaded and complete. Hub Budget: ❑ Budget total matches RFA amount ❑ Follows allowable RFA categories ❑ SOW follows application plan	Two points for each bullet: _____/ 6 Missing components and follow up needed:
Scoring Summary		Total Complete Questions: Section A: /7 Section B: /6 Section C: /7 Total Point-Value Questions: Section A: /10 Section B: /29 Section C: /44

Attachment G
Scope of Work (SOW)

The Local and regional hub lead agencies for IMPACT Legacy shall strive to develop systems that provide equitable quality early learning and care environments for all children aged 0 to 5 by expanding access to the Quality Counts California (QCC) quality rating and improvement system (QRIS) for priority populations not currently receiving quality support.

Safe, stable, nurturing relationships and environments, or SSNREs, are crucial to eradicating disparities and guarantee healthy development. F5CA's North Star states that Trauma-informed, healing-centered, and culturally responsive systems promote the safe, stable, nurturing relationships and environments necessary to eliminate inequities and ensure healthy development for all children. The F5CA Audacious Goal states that within a generation, children and their families will have access to early learning opportunities and resources that prepare all caregivers to address a range of developmental needs at home and in reasonably priced, high-quality early learning and care settings, are directly advanced by IMPACT Legacy.

To support the above-mentioned goal, F5CA has identified priority areas as the scope of work priorities for IMPACT Legacy implementation.

The application renewal Action Plans shall be used to inform the development of the SOW.

IMAPCT Legacy local and regional hub lead agencies must perform activities for one or more of the SOW priority areas identified in Section 3 of the RFA.

Priority Area A. Expand Access to Quality for Priority Children and Early Educators

Priority Area Focus	**Activities to Meet Priority Area (How will you meet the Priority Area)**	**Timeframe**	**Performance Measures (how will you measure activities)**
Sample: *Promoting nurturing adult-child interactions*	*Conducting parent-child community circles/parent Cafes focused on early literacy and*	*July 1, 2025, to June 30,*	*Signing Sheet, Agendas, participant surveys*

	Stronger Starts messaging and resources	*2026 – ongoing*	
I. Promoting nurturing adult-child interactions			
II. Supporting children's social and emotional well-being			
III. Reduce suspension and expulsion practices			
IV. Best practices for behaviors that are challenging to adults			
V. Mitigate Adverse Childhood Experiences (ACEs)			
VI. Anti-bias and anti-racism			

Priority Area B. Culturally Responsive Family Engagement

Priority Area Focus	Activities to Meet Priority Area (How will you meet the Priority Area)	Timeframe	Performance Measures (how will you measure activities)
I. Building ELC provider capacity to authentically engage parents and families			
II. Promoting the value and impact of family engagement			

Priority Area C. Inclusion and Support of Multilingual Learners

Priority Area Focus	Activities to Meet Priority Area (How will you meet the Priority Area)	Timeline	Performance Measures (how will you measure activities)
I. Improve caregiving and instructional methodologies that promote culturally and linguistically appropriate and successful practices for caregivers and families of MLL children aged 0 to 5			

AGREEMENT CF26107

BY AND BETWEEN

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

AND

CHILDREN AND FAMILIES COMMISSION OF SAN BERNARDINO COUNTY,

A Public Entity

FOR THE PROVISION OF SERVICES

This **AGREEMENT** ("Agreement") entered into as of the 1st day of July 2025 ("Date of Agreement") is by and between the RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION a.k.a. First 5 Riverside County, a public body and legal public entity ("COMMISSION") and CHILDREN AND FAMILIES COMMISSION OF SAN BERNARDINO COUNTY, a public entity ("CONTRACTOR"). This Agreement shall be administered by the Executive Director of COMMISSION or his or her authorized designee ("ADMINISTRATOR").

RECITALS

A. In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the "Act"), implementing the Children and Families First Initiative passed by the California electorate in November of 1998, establishing the California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, including COMMISSION.

B. California Health and Safety Code (HSC) section 130105(d)(1)(B)(C)(D) authorizes expenditure of funds from the California Children and Families Trust Fund to ensure children are ready to enter school, and for the research and development of best practices and standards for all First 5 California (F5CA) programs and services relating to early childhood development, and for the assessment and quality evaluation of those programs and services. HSC section 130125(d) provides F5CA authority to allocate funds for independent research, evaluation of any relevant programs, identifying the best standards and practices for optimal early childhood development and establishing and monitoring demonstration projects. HSC Section 130125(i) authorizes F5CA to allocate funds to county children and families commissions (First 5 county commission) to carry out the purposes of the California Children and Families Act of 1998 (Act).

C. F5CA utilizes the Improve and Maximize Programs so All Children Thrive (IMPACT) investments to improve the quality of early childhood learning and care (ELC) environments which takes place primarily on a county level.

D. COMMISSION served as the lead agency for the IMPACT Legacy 2023 funding allocation for two years (FY 23/24 through FY 24/25) for Region 9. With the extension of IMPACT Legacy through FY 25/26, COMMISSION will continue in its role as the lead agency.

E. As the lead agency COMMISSION will contract with the Region 9 consortia as allocated by First 5 California to include Children and Families Commission of Orange County, First 5 San Bernardino, and First 5 Imperial for IMPACT Legacy funding through June 30, 2026.

F. CONTRACTOR is a public entity organized and existing under the laws of the State of California, and its powers include without limitation, provision of services to and activities for the benefit of Riverside County's children through age five.

G. On May 10, 2023, the COMMISSION took action (AI#23-25) to authorize continued partnership for IMPACT Legacy and to receive and accept approved funding for this agreement to support Region 9.

H. COMMISSION desires to contract with CONTRACTOR to provide services, carry out certain performance obligations, and achieve certain outcomes while promoting the purposes of the IMPACT Legacy consistent with the RFA and regional plan for improving the system and support services for early learning programs to improve quality.

I. As and if applicable, COMMISSION and CONTRACTOR desire to enter into a matching fund program opportunities with the California Children and Families Commission ("First 5 California") and other matching fund opportunities as may become available.

NOW, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION, and CONTRACTOR agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement shall commence on July 1, 2025, and terminate on June 30, 2026, unless earlier terminated pursuant to the provisions of Paragraph 23 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

2. ALTERATION OF TERMS. This Agreement, together with and including any Exhibits fully express all understanding of the parties with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2 and in Subparagraph 8.5. No amendment, addition to, or alteration of, the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 or Subparagraph 8.5 in this Agreement.

2.1 CONTRACTOR work plans, budgets, and scopes of services will be subject to an annual review to determine consistency with the goals of IMPACT Legacy RFA and regional plans. Changes to the work plan, budgets, and scopes of services may be directed by ADMINISTRATOR to bring the Agreement scope into better alignment with the COMMISSION's evolving strategic direction. These changes may include, but are not limited to, reprioritization of the targeted service population, redirection of resources to provide more intensive services, and increased focus on sustainability strategies. If CONTRACTOR is unable to redirect its program to be consistent with this direction, COMMISSION may reduce the funding provided in successive years of this agreement.

2.2 **Administrator Modification Authority**. Notwithstanding anything to the contrary, provided any modifications do not alter the overall goals and basic purpose of the Agreement and do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR has the authority to, with the agreement of CONTRACTOR, make modification(s) to the activities, tasks, deliverables, and performance timeframes specified in the Project Summary as set forth in the Scope of Work, Exhibit A; the Work Plan, Exhibit A-1; the funding allocation between and among the line items and the "Funds Due" period(s) budgeted in the Project Budget, Exhibit B; the Payment interval; the percentage of Initial Payment(s); the percentage of Retention Amount(s); and the timing of the Retention Amount(s) withheld as described in this Agreement.

3. **STATUS OF CONTRACTOR**. CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. As a condition to commencing performance of any Services for this Agreement and to be eligible for any compensation for services rendered for this Agreement, CONTRACTOR shall execute an Acknowledgment of Independent Contractor Status, Exhibit C, attached hereto and fully incorporated by this reference. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between COMMISSION and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are compensated through funds received by CONTRACTOR through this Agreement or otherwise related directly or indirectly to the performance of Services under this Agreement. CONTRACTOR, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights or privileges of COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of CONTRACTOR. CONTRACTOR shall pay all wages, salaries, and other amounts due to its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. CONTRACTOR shall indemnify and hold harmless COMMISSION and the County of Riverside ("County") from any liability, damages, costs, and expenses of any nature arising from alleged violations of personnel practices and employment laws.

4. **CONTRACTOR DELEGATION AND ASSIGNMENT**. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of ADMINISTRATOR. Consent by COMMISSION shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

5. **SUBCONTRACTS**. Except to the extent expressly provided for in the Project Summary, Exhibit A, or as approved by ADMINISTRATOR, CONTRACTOR shall not enter into a subcontract, consulting agreement, or an agreement for professional services (each and all referred to as "Subcontract") for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of ADMINISTRATOR. Any Subcontracts approved by ADMINISTRATOR shall not alter in any way any legal responsibility or performance obligation of CONTRACTOR to COMMISSION to perform or cause performance of the

Services required under this Agreement. ADMINISTRATOR may require CONTRACTOR to submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject to examination and audit by ADMINISTRATOR or his or her designee and must be retained for a period of (i) three (3) years after the date of final disbursement of funds under this Agreement, or (ii) three (3) years after any pending audit is completed, whichever occurs later.

5.1 Minimum Subcontract Terms. Each permitted Subcontract, including all terms and provisions shall be independently negotiated between CONTRACTOR and its Subcontractor. Each Subcontract shall include provisions that meet or exceed the following requirements: (i) any specific requirements set forth in the Project Summary, Exhibit A; (ii) a clear and complete description of the nature, extent, and tasks of the work to be performed by the Subcontractor and the relation of the work to the Services required under this Agreement; (iii) identification of the personnel by classification, and, if available by name, who will work or provide services to CONTRACTOR under the Subcontract, including a description of the minimum qualifications, education, experience, and any required licensing for each classification of personnel and number of hours described in relation to full time equivalent (e.g., 1.0 FTE or 0.5 FTE); (iv) a compensation schedule, including hourly rates or fees for each classification of personnel and a maximum payment obligation under the Subcontract, which total amount shall in no event exceed the amounts set forth in the Project Budget, Exhibit B; (v) insurance and indemnification comparable to the requirements and provisions set forth in this Agreement, which insurance shall protect CONTRACTOR, COMMISSION, and the County of Riverside from any Claims and other liabilities that arise out of the Subcontract and performance of Subcontractor under the Subcontract; (vi) the term of Subcontract, which term shall not exceed the term of this Agreement; (vii) obligation to maintain and retain accurate and complete client and financial records, which recordkeeping shall be fully compliant with applicable laws and regulations and obligation to maintain records related to work and services provided under the Subcontract shall be maintained for the same retention period referenced in Paragraph 5 above, (viii) remedies and termination provisions which may be available to CONTRACTOR in the event Subcontractor fails to perform under the Subcontract; (ix) compliance with laws and regulations applicable to CONTRACTOR, as a public entity, entering into contracts, including without limitation that any subcontract is duly authorized, approved, and executed and in compliance with notice and bidding and contracting requirements, if any, and prevailing wage laws, if applicable, pursuant to applicable laws and regulations; and (x) any and all other requirements expressly provided in this Agreement.

6. GENERAL INDEMNIFICATION. CONTRACTOR agrees to and shall indemnify, defend with counsel approved in writing by COMMISSION, hold harmless COMMISSION, its Commissioners, the County of Riverside, and their respective officers, agents, and employees from and against all liability, claims, losses, demands, injuries to or death of any person or persons, or damages to property, including but not limited to property of Commissioners, officers, employees, or agents of COMMISSION or the County of Riverside (together, "Claims"), including defense costs, resulting from court action or in any manner arising out of, pertaining to, related to, or incident to any intentional, malicious, negligent acts, inactions, errors, or omissions of CONTRACTOR, its officers, employees, agents, or Subcontractors in the performance of this Agreement.

6.1 No elected official, no public official, no Commissioner, no officer, no committee member, no employee, and no agent of COMMISSION or the County of Riverside shall be personally liable to CONTRACTOR, any successor in interest, or to any Subcontractor in the event of any default or breach by COMMISSION or for any amount that may become due to CONTRACTOR or to its successor or Subcontractor or for breach of any obligation of the terms of this Agreement.

7. INSURANCE. Without limiting CONTRACTOR's liability for indemnification of COMMISSION as set forth in Paragraph 6 above, CONTRACTOR shall obtain and maintain, in effect, during the term of this Agreement, certain minimum coverage of insurance through any or all of the following types of insurance, as further described, and as applicable, in Subparagraphs 7.1, 7.2, and 7.3 below: (a) self-insurance through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee; (b) insurance via a pooled or joint powers insurance authority; or (c) insurance policies secured from insurance companies that are admitted in California and rated A-:VIII or better or FPR Ratings of 9 through 7 and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property-Casualty/United States, ambest.com, or from an insurance company of equal financial stability as approved by ADMINISTRATOR or his or her Risk Management designee. Evidence of required insurance coverages obtained under (a), (b), or (c) in this Paragraph 7 shall be submitted to ADMINISTRATOR prior to and as a condition precedent to the commencement of any Services or proceeding with any work under this Agreement. Submittal and approval of insurance coverage, including self-insurance or pooled coverage, shall neither relieve nor decrease the liability of CONTRACTOR.

7.1 Certificate of Self-Insurance Coverage. In lieu of maintaining insurance coverage by separate insurance policies secured through third-party insurance companies as described in Paragraph 7 above and Subparagraph 7.3 below, CONTRACTOR may be self-insured with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.1.1 Certificate of Self-Insurance. A certificate signed by a duly authorized officer or member of CONTRACTOR shall be submitted to ADMINISTRATOR evidencing self-insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may, in his or her reasonable discretion, request reconfirmation of CONTRACTOR's status as self-insured for the required coverage. The self-insurance certificate(s) shall verify that on behalf of RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION, CONTRACTOR has and maintains self-insurance in the following categories and amounts of coverage, including the amounts and companies, if any, that may provide any secondary or additional level of coverage. Further, the certification shall state that the self-insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, its Commissioners, the County of Riverside, the members of COMMISSION, the Board of Supervisors of the County of Riverside, and their respective officers, agents, and employees, individually and collectively, and that the self-insurance shall apply as primary insurance and that other insurance maintained by COMMISSION or the County of Riverside (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the self-insurance. In the event CONTRACTOR elects to no longer self-insure under any of the required types of coverage in this Subparagraph 7.1, then CONTRACTOR shall provide to ADMINISTRATOR not less than thirty (30) days prior written notice of the cancellation or change in coverage. In this event, CONTRACTOR shall obtain and maintain insurance coverages pursuant to Subparagraphs 7.2 or 7.3 below.

7.1.2 Types of Self-Insurance Coverage CONTRACTOR shall evidence it is self-insured through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee in his or her sole discretion for the following required coverage:

(a) **Comprehensive General Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars ($2,000,000) annual aggregate, including self-insurance covering premises and operations, products/completed operations, contractual liability, and personal injury liability.

(b) **Comprehensive Automobile Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars ($l,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles/watercraft, with not less than One Million Dollars ($1,000,000) annual aggregate.

(c) **Workers' Compensation** coverage shall be maintained for workers' compensation risk claims in amounts equivalent to coverage required by the State of California, applicable statutory requirements, and including the equivalent of a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability** coverage for all employees engaged in Services or operations under this Agreement is equivalent to not less than One Million Dollars ($1,000,000) per occurrence.

(e) **Professional Liability**. If the Project Summary, Exhibit A, includes or requires staffing or Services by a licensed professional, such as a physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then coverage for professional liability/errors and omissions is required equivalent to not less than One Million Dollars ($1,000,000) per claims made or per occurrence and One Million Dollars ($1,000,000) annual aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services that require custody, transportation, or unsupervised contact by CONTRACTOR, or any Subcontractor, with recipients of services under this Agreement, then insurance policies and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) annual aggregate.

(g) **Subcontractor Insurance Requirements**. Should any of the Services under this Agreement be provided by a Subcontract, CONTRACTOR shall require each Subcontractor of any tier to provide the coverages mentioned in this Paragraph 7, or CONTRACTOR may insure any Subcontractor under its own policies.

(h) **Occurrence Versus Claims Made Coverage**. It is the intent of COMMISSION to secure "occurrence" rather than "claims made" coverage whenever possible. If coverage is written on a "claims made" basis, the COI shall clearly so state. In addition to coverage requirements above, each policy shall provide that:

(i) Policy retroactive date coincides with or precedes CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).

(ii) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following completion of services, including the requirement of adding all additional insureds.

(iii) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

7.1.3 Types of Insurance Policies/Coverages. If CONTRACTOR provides insurance through a policy or policies, then the following types and coverages are required.

(a) **Comprehensive General Liability Insurance**. Comprehensive General Liability Insurance for bodily injury, including death and property damage which provides not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars ($2,000,000) annual aggregate.

(i) The coverage shall include:

(A) Premises and Operations.

(B) Products/Completed Operations with limits of One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) annual aggregate to be maintained for two (2) years following the end of the term of this Agreement.

(C) Contractual Liability expressly including liability assumed under this agreement, except such requirement does not apply to service contracts.

(D) Personal Injury Liability.

(E) **Comprehensive Automobile Liability Insurance**. Comprehensive Automobile Liability Insurance for bodily injury, including death, and property damage which provides total limits of not less than One Million Dollars ($1,000,000) CSL per occurrence and One Million Dollars ($1,000,000) annual aggregate applicable to all owned, non-owned and hired vehicles/watercraft,

(b) **Workers' Compensation Insurance**. Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form of all-states endorsement and waiver of subrogation.

(c) **Employers' Liability Coverage**. Employers' Liability Coverage of not less than One Million Dollars ($1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

(d) **Professional Liability**. If the Project Summary, Exhibit A, includes or requires staffing or services by a licensed professional, such as a physician, dentist, pharmacist, registered nurse, psychologist, accountant, engineer, architect, etc., then insurance policy(ies) and coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars ($1,000,000) per claims made or per occurrence and One Million Dollars ($1,000,000) aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(e) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services that require custody, transportation, or unsupervised contact by CONTRACTOR, or any Subcontractor, with recipients of services under the Agreement, then insurance policies and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) annual aggregate.

7.2 Change in Coverage.

COMMISSION expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be deemed by ADMINISTRATOR or his or her Risk Management designee as appropriate to adequately protect COMMISSION. COMMISSION shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide copies of acceptable COIs and endorsements incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COMMISSION shall be entitled to all legal remedies.

7.3 Duration of Insurance. CONTRACTOR shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

7.4 Maintain Records of Insurance Coverage. CONTRACTOR shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

7.5 Withhold Payment for Lack of Required Coverage. COMMISSION reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 7.

7.6 Remedies for Failure to Provide or Maintain Required Insurance or Endorsements. In addition to any other remedies COMMISSION may have if CONTRACTOR (or any Subcontractor) fails to provide or maintain any insurance required by this Paragraph 7 to the extent and within the time required by this Agreement, COMMISSION may, at its sole option:

(a) Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

(b) Order CONTRACTOR and any Subcontractor to cease performance of the Services and withhold any payment(s) which become due to CONTRACTOR or any Subcontractor until CONTRACTOR or Subcontractor demonstrates compliance with the insurance requirements of this Agreement.

(c) Immediately and without further cause terminate this Agreement.

7.9 Exercise of any of the above remedies are in addition to any other remedies COMMISSION may have and are not the exclusive remedies for CONTRACTOR's or its Subcontractor's failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which CONTRACTOR or any Subcontractor) maybe held responsible for payments of damages to persons or property resulting from CONTRACTOR's or any Subcontractor's performance under this Agreement.

8. RESPONSIBILITIES OF CONTRACTOR

8.1 Conditions to COMMISSION's Obligation to Proceed under Agreement. COMMISSION's obligation to proceed with performance and the payment of each invoice payment under this Agreement is expressly conditioned upon the satisfaction by CONTRACTOR of each of the following conditions precedent ("Conditions") below. These Conditions may be waived in writing by ADMINISTRATOR, in his or her sole discretion, or expressly waived in the Project Summary, Exhibit A. CONTRACTOR may satisfy one or more of the Conditions at any time prior or subsequent to the Date of Agreement, provided that all Conditions shall be satisfied prior to the date the first COMMISSION payment to CONTRACTOR is due. CONTRACTOR shall provide satisfactory evidence of compliance with each of the Conditions.

8.1.1 Evidence of CONTRACTOR Approval of Agreement. CONTRACTOR shall submit evidence of the approval of this Agreement by resolution of CONTRACTOR's governing board, or a true copy of the minutes of the public meeting at which this Agreement was considered and approved, or other evidence of approval satisfactory to ADMINISTRATOR.

8.1.2 Insurance. All provisions and submittal of endorsements or other evidence of insurance required by Paragraph 7 shall be in place and approved by ADMINISTRATOR or his or her Risk Management designee.

8.1.3 Other Conditions. CONTRACTOR has complied with the other Conditions listed in the Project Summary, Exhibit A, if any.

8.2 No Supplanting Government Funds. CONTRACTOR shall not supplant government funds intended for the purposes of this Agreement with any other funds intended for the purposes of this Agreement. CONTRACTOR shall not submit an invoice for payment from COMMISSION, or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another governmental source of revenue. As a material provision of this Agreement and substantive criterion in COMMISSION's selection of CONTRACTOR for the Services provided under this Agreement and in furtherance of the express directives of the Act, CONTRACTOR is required to ensure that, in the performance of this Agreement, all funding shall be expended and used to supplement, not supplant, existing levels of service.

8.3 Technical Requirements for PCs and Software Used by CONTRACTOR for all Recordkeeping and Reporting for the Services and Agreement. CONTRACTOR agrees to obtain and maintain all computer hardware and software necessary to meet the requirements of Paragraph 19 in its entirety with respect to COMMISSION's evaluation and contract management system. CONTRACTOR is required to contact COMMISSION's designated contractor for its evaluation and contract management system prior to the commencement of work pursuant to this Agreement to ensure that CONTRACTOR's computer hardware and software is capable of meeting CONTRACTOR's evaluation and contract management system obligations.

8.4 Staffing Obligations for Services.

COMMISSION and CONTRACTOR agree that the Scope of Work, the level and description of Services, and the classification, number, and qualifications of personnel and staff necessary for the Services, and budget for staffing to be provided by CONTRACTOR in furtherance of the Strategic Plan and the Act are set forth in the Exhibits. CONTRACTOR agrees to provide the level and type of staffing, facilities, equipment, and supplies necessary to provide the Services and to meet the outcomes set forth in these Exhibits.

9. GENERAL TERMS AND CONDITIONS.

9.1 Compliance with Laws. CONTRACTOR shall provide all Services in accordance with all applicable federal and state laws, statutes, regulations, and local ordinances and resolutions. CONTRACTOR shall comply with the Act, and all laws, rules or regulations applicable to the Scope of Work and provision of Services, as any may now exist or as amended or added after the Date of Agreement.

9.2 Familiarity with Work. By executing this Agreement and prior to performing or providing any Services under the Agreement, CONTRACTOR warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities, difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by COMMISSION or ADMINISTRATOR, it shall immediately inform COMMISSION in writing of this fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from ADMINISTRATOR.

9.3 Care of Work. CONTRACTOR shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the property (real and personal property), facilities, equipment, persons providing or receiving Services, work product, records, and other papers to prevent losses or damages. CONTRACTOR shall be responsible for all losses or damages to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages caused by COMMISSION's sole negligence. The performance of Services by CONTRACTOR shall not relieve CONTRACTOR from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to COMMISSION when the inaccuracies are due to the negligence, action, inaction, or intentional misconduct of CONTRACTOR.

9.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 California Law. This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions concerning any default, dispute, interpretation, declaration of rights, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of the court in the event of any action.

9.6 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair any right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary the party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of the rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Covenant Against Discrimination. In the performance of this Agreement, CONTRACTOR shall not engage in, nor permit any employee or agent to engage in, discrimination in employment of persons or provision of Services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor or subject any person to discrimination under any program or activity funded in whole or in part with COMMISSION funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, or sexual orientation, except as permitted by applicable provisions of federal and state law. CONTRACTOR shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101, *et seq.*) as it relates to public accommodations.

9.9 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.10 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

9.11 Use of Commission Name and Logo. Funded and partnering organizations are required to use COMMISSION's name and logo on all materials, promotional information and products that relate to Commission-funded programs, unless otherwise agreed to between CONTRACTOR and ADMINISTRATOR at ADMINISTRATOR's sole discretion. CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in its Policies and Procedures Guide.

9.12 Time of Essence. Time is of the essence in the performance of this Agreement.

9.13 No Broker or Finders' Fee. CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.14 No Use of Funds for Lobbying. CONTRACTOR shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of COMMISSION, a member of the Riverside County Board of Supervisors, any County of Riverside officer or employee, any member or employee of First 5 California, any member of the State legislature or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

9.15 Constitutional Use of Funds. As an express condition to this Agreement, CONTRACTOR agrees that the funds provided by COMMISSION to CONTRACTOR shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization, or religious belief or to fund any proselytizing activities. The parties agree the above covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of COMMISSION funds by CONTRACTOR with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of CONTRACTOR.

9.16 Child Abuse Reporting. CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, agents, or Subcontractors performing Services under this Agreement, report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.9 to the extent required by applicable law. CONTRACTOR shall require each employee, volunteer, agent, and Subcontractor who provides Services to or for CONTRACTOR in implementation of the Scope of Work described in Exhibit A and funded by this Agreement to the extent each person is legally subject to the requirements, to sign a statement acknowledging these reporting requirements and to comply with the reporting requirements to the extent required by applicable law.

9.17 CONTRACTOR Cooperation with Other COMMISSION Contractors. CONTRACTOR acknowledges that the goal of COMMISSION and its Strategic Plan is to develop an integrated quality service system to ensure access to a quality child and family support services delivery system for Riverside County children from the prenatal stage to age five. CONTRACTOR agrees to cooperate reasonably with COMMISSION and ADMINISTRATOR to achieve the objectives of the Strategic Plan and support COMMISSION by forming cooperative partnerships to serve children prenatal through age five and their families with other services funded through COMMISSION.

9.18 Political Activity. CONTRACTOR agrees that the funds provided by this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

9.19 Child Care Provider Notification; Admission Procedures and Parental and Authorized Representative's Rights. If applicable to the Services, CONTRACTOR shall establish and carry out the requirements of California Code of Regulations (CCR) Title 22 relating to child care providers and provision of licensed child care, daycare, or other early care and education. To the extent required by applicable laws and regulations, CONTRACTOR shall complete the following:

9.19.1 CONTRACTOR shall comply with CCR Title 22, Section 101218.1 to ensure all parents and authorized representatives of minor children receiving services under this Agreement are notified regarding any employee, volunteer, consultant, or agent of CONTRACTOR with a criminal record exemption.

9.19.2 CONTRACTOR shall (i) post a current copy of the California Department of Social Services (CDSS) Parents' Rights Poster in a prominent location; (ii) provide all parents and authorized representatives current copies of all CDSS notification forms and retain all parent signature or acknowledgment portions of those forms in the child's file; (iii) upon request, provide parents and authorized representatives with the name of any person associated with CONTRACTOR (including any employee, volunteer, consultant, or agent of CONTRACTOR) who has been granted a criminal record exemption and that person's relationship to CONTRACTOR.

9.20 CONTRACTOR shall document all requests by parents or authorized representatives for criminal exemption information. Such documentation shall be jointly signed by an authorized representative of CONTRACTOR and the parent or authorized representative and maintained in the child's file.

9.21 Suspension and Debarment. CONTRACTOR certifies that CONTRACTOR's officers and principals are not debarred or suspended from federal financial assistance programs or activities.

10. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR. CONTRACTOR makes the following representations and warranties to COMMISSION. These representations and warranties are ongoing and CONTRACTOR shall advise ADMINISTRATOR in writing if there is any change pertaining to any matters set forth or referenced in the following Subparagraphs 10.1 through 10.6, inclusive.

10.1 No Conflict. To the best of CONTRACTOR's knowledge, participation by public officials of CONTRACTOR in the negotiation, consideration, and action on this Agreement and CONTRACTOR's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement, or order to which CONTRACTOR is a party or by which it is bound, nor is there a conflict of interest under the California Political Reform Act, Government Code Section 81000, *et seq.* and Section 87100, *et seq.*, or Government Code Section 1090, *et seq.*

10.1.1 CONTRACTOR agrees that no officer, Commissioner, employee, agent, or assignee of COMMISSION having direct or indirect control of any monies allocated by COMMISSION, inclusive of the subject funds, shall serve as an officer or director of CONTRACTOR without the express written acknowledgment of COMMISSION.

10.1.2 Any conflict or potential conflict of interest of any public official of CONTRACTOR shall be fully disclosed in writing prior to the execution of this Agreement and shall be attached to and become a part of this Agreement.

10.2 No Pending Legal Proceedings. CONTRACTOR is not the subject of a current or threatened litigation that would or may materially affect CONTRACTOR's performance under this Agreement.

10.3 Application Veracity. All provisions of any formation provided in CONTRACTOR's application for funding submitted to COMMISSION including exhibits are true and correct in all material respects.

10.4 No Pending Investigation. CONTRACTOR is not aware that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including, without limitation, a police agency or prosecuting authority, related, directly or indirectly, to the provision of Services under this Agreement.

10.5 Licenses, Permits, and Standards. CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Riverside, any local jurisdiction in which it may do business or provide Services, and all other appropriate governmental agencies. CONTRACTOR agrees to maintain these licenses and permits in effect for the duration of this Agreement. CONTRACTOR shall only contract with Subcontractors that are duly licensed, insured, and qualified to provide Services under this Agreement, as applicable. CONTRACTOR warrants that its employees, agents, contractors, and Subcontractors shall conduct themselves in compliance with the laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior.

10.5.1 Failure to Obtain or Maintain Licenses. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers, and exemptions. The inability shall be cause for termination of this Agreement by COMMISSION or ADMINISTRATOR.

11. CONFIDENTIALITY. CONTRACTOR shall maintain the confidentiality of all records, including any hard copies, electronic or computer-based data, and audio and video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, with COMMISSION's adopted Confidentiality and Data Sharing Protocol, attached hereto and incorporated by this reference, as each now exists or may be amended after the Date of Agreement, and as may be required by any other funding sources allocated through this Agreement.

11.1 CONTRACTOR Obligation.

11.1.1 All records and information concerning any and all persons referred to CONTRACTOR by COMMISSION, or COMMISSION's designee, shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents, employees, subcontractors, and volunteers.

11.1.2 CONTRACTOR shall require its employees, agents, and volunteers to sign an acknowledgment or other certification which certifies that each will keep the identities and any information with respect to any and all service recipients of CONTRACTOR related to services authorized under this Agreement confidential except as may be required to provide Services under this Agreement, to comply with any reporting and auditing requirements specified in this Agreement, as required by COMMISSION in the administration of this Agreement, and as otherwise permitted by law.

11.1.3 CONTRACTOR agrees that any and all approved subcontracts entered into shall include the confidentiality requirements of this Agreement.

11.1.4 CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers, and partners of this provision that any person who knowingly and intentionally violates the provisions of federal, state, or local confidentiality laws may be guilty of a crime or subject to civil action.

11.2 Authorized Data Sharing. The provisions of Subparagraphs 11.1.1 through 11.1.4 are not applicable to authorized data sharing pursuant to COMMISSION-funded projects and as permitted by law.

12. DISPUTES.

12.1 Except as otherwise provided in this Agreement, when a dispute arises between CONTRACTOR and COMMISSION, the parties shall meet to resolve the issue. If the parties do not reach a resolution, the dispute will be decided by the ADMINISTRATOR, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the ADMINISTRATOR shall be the final and conclusive administrative decision.

12.2 Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of ADMINISTRATOR. Nothing in this Agreement, however, shall be construed as making final the decision of any COMMISSION official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

13. REPORTING REQUIREMENTS.

13.1 Reports. Separate from any other reports required in the Project Summary, Exhibit A, or the Work Plan, Exhibit A-1, CONTRACTOR shall prepare and submit to ADMINISTRATOR reports concerning the performance of the Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

13.2 Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.

13.2.1 County Requirements. In order to comply with child support enforcement requirements of the County of Riverside, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) in the case of an individual contractor, his or her name, date of birth, Social Security number, and residence address;

(b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

(c) a certification that contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

(d) a certification that contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

13.2.2 Failure to Comply Breach. The failure of CONTRACTOR to timely submit the data or certifications required by Subparagraphs 13.2.1 (a), (b), (c), or (d); to comply with all federal and state employee reporting requirements for child support enforcement; or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from the County of Riverside or COMMISSION shall constitute grounds for termination of this Agreement.

13.2.3 Use of Data Solely for Government Enforcement of Child Support Orders. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purpose.

13.2.4 Exemptions. Agreements with public entities shall be exempt from the requirements of Subparagraph 13.2, above. Agreements with non-profit organizations that have no owners; shall be exempt from the requirements of Subparagraph 13.2.1(b) above.

14. AUDITS. CONTRACTOR shall prepare and maintain adequate records of its performance under this Agreement in sufficient detail to permit an evaluation of the work and Services and an audit of records as described in this Agreement.

14.1 Fiscal Audit of Contract. CONTRACTOR shall employ an independent, licensed Certified Public Accountant ("CPA") who shall prepare and file with ADMINISTRATOR a "Fiscal Audit" of this Agreement that shall include a review of the invoices submitted and paid for the reasonable cost of Services under this Agreement and a sampling (test) of the supporting documentation.

14.1.1 Multi-Year Funding. There shall be a Fiscal Audit completed for each year of this Agreement. Each annual Fiscal Audit shall become due within sixty (60) days after the anniversary date of the Date of this Agreement. The final Fiscal Audit shall become due within sixty (60) days after the end of the term of the Agreement or the date of termination of this Agreement, whichever occurs earlier. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the date by which each Fiscal Audit is due.

14.1.2 Retention Amount. Upon successful completion of each Fiscal Audit, ADMINISTRATOR shall release the applicable Retention Amount.

14.1.3 Scope of CPA Opinion for Fiscal Audit. CONTRACTOR shall require the CPA who completes each Fiscal Audit to provide an unqualified professional written opinion that states whether the invoices for payment submitted by CONTRACTOR under this Agreement were for actual and reasonably necessary costs and expenses to pay for work performed or goods purchased pursuant to the terms and conditions of this Agreement and whether the indirect cost rate applied to staffing for invoices submitted and paid, if any, is in accordance with the requirements of Subparagraph 15.5. CONTRACTOR shall ensure that corrective action is taken with respect to audit exceptions for lack of internal controls or adequate procedures noted in the Fiscal Audit within six (6) months after issuance of the applicable Fiscal Audit report.

14.2 Retention Amount Withheld Pending Timely and Successful Completion of Each Fiscal Audit. The Retention Amount shall be withheld pending timely and successful completion of each Fiscal Audit described in this Paragraph 14.

14.3 Other and Additional Auditing Authority—Retention of Rights to Audit Performance under Agreement. COMMISSION and ADMINISTRATOR and their authorized representatives, and First 5 California, and any of its authorized representatives, (collectively "Representatives"), reserve all rights and shall have access to any books, documents, papers, and records, including medical records, of CONTRACTOR and any Subcontractor performing Services under this Agreement for the purpose of financial monitoring or auditing conducted by an independent CPA concerning CONTRACTOR's and Subcontractors' performance under this Agreement. The

Representatives have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

14.4 Availability of Records for Auditing Purposes. In the event that CONTRACTOR's corporate headquarters and its financial records are located outside the borders of Riverside County, California, then CONTRACTOR shall make available its books and financial records within the borders of Riverside County within ten (10) days after receipt of written demand by ADMINISTRATOR for any audit purposes under this Agreement. All CONTRACTOR's books of accounts and records related and applicable to any costs of Services, client fees, charges, billings, and revenues received directly or indirectly related to the Services shall be made available at one (1) location within the limits of the County of Riverside. All records specified in this Subparagraph 14.4 and maintained pursuant to the terms of this Agreement shall be made available, after appropriate advance notice and during the party's normal business hours, to designated representatives of the Auditor General of the State of California; First 5 California, an entity independent of the State of California; COMMISSION, an entity independent from the County of Riverside; and any other entities as required by state statute or court order. In the event CONTRACTOR does not make available its books and financial records for the Services within the borders of Riverside County for the Fiscal Audit, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COMMISSION, ADMINISTRATOR, or their designee necessary to obtain, review, and audit CONTRACTOR's books and financial records.

14.5 Monitoring. COMMISSION, ADMINISTRATOR, and First 5 California, and respective representatives, are authorized to conduct on-site monitoring at their discretion during reasonable times, including unannounced on-site monitoring as elected in the Exhibits. Monitoring activities may also include, but are not limited to, questioning employees, volunteers, and participants for the subject Services and entering any premises or any site in which any of the Services funded by this Agreement are conducted or in which any of the records of CONTRACTOR or any Subcontractor are kept. Nothing in this Agreement shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

14.6 Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If CONTRACTOR receives federal funding under this Agreement, CONTRACTOR shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the Audit requirements in 2 CFR Part 200.500, *et seq.* The audit must be performed in accordance with generally accepted government auditing standards and 2 CFR Part 200.500, *et seq.*

15. MAXIMUM PAYMENT OBLIGATION. The "Maximum Payment Obligation" of COMMISSION to CONTRACTOR under this Agreement shall be $757,830.01 or the actual reasonable cost incurred and paid for the performance of the Services, whichever is ***<u>less</u>***.

15.1 Multi-Year Contracts. For multi-year contracts, the Maximum Payment Obligation for each period shall be as follows:

15.1.1 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2025 through June 30, 2026, shall be $757,830.01.

15.2 Billing/Payment Interval. COMMISSION shall pay CONTRACTOR invoice payments monthly or quarterly in arrears, at ADMINISTRATOR's sole discretion, as specified in Exhibit A, for actual reasonable costs incurred and paid by CONTRACTOR to perform the Services required by this Agreement in accordance with the amounts and categories specified in the Project Budget, Exhibit B, for the Services; provided, however, that payments for each line item shall not exceed the amount specified, and ADMINISTRATOR may approve adjustments of the amount set forth within each line item, so long as the total of all amounts within all line items, as adjusted, shall not exceed COMMISSION's Maximum Payment Obligation. Notwithstanding the monthly or quarterly invoice payments and exclusive of the initial payment or the provisional payment, if any, an amount equal to ten percent (10%) of each monthly or quarterly invoice shall be withheld by COMMISSION through ADMINISTRATOR as the Retention Amount (defined in Subparagraph 15.8 below) pending the timely and successful completion of each Fiscal Audit as described above in Paragraph 14. The total of all invoice payments and provisional payments shall not exceed COMMISSION's Maximum Payment Obligation.

15.3 Indirect Cost Rate. CONTRACTOR shall apportion any indirect costs attributable to this Agreement determined by the Maximum Payment Obligation solely attributable and allocable to Services under this Agreement as the percentage of CONTRACTOR's total revenue received during the previous fiscal year. Notwithstanding anything to the contrary, CONTRACTOR's indirect cost rate shall in no event exceed ten percent (10%) of the applicable funding under this Agreement.

15.4 Facilities/Lease Costs. In the event that CONTRACTOR has an ownership interest in real property where Services are to be provided under this Agreement, CONTRACTOR shall only be entitled to the proportionate share of depreciation of the improvements at the rate of no more than four percent (4%) each year plus the proportionate share of real property taxes and maintenance.

15.5 Invoices. CONTRACTOR shall submit completed invoices monthly or quarterly upon a form approved or supplied by ADMINISTRATOR. (Attach Legacy Invoice and budget templates)

15.5.1 Each monthly or quarterly invoice shall be submitted with an express written certification by CONTRACTOR representing and affirming to COMMISSION the following:

(a) CONTRACTOR has and maintains accurate records evidencing the requested monthly or quarterly payment, including, without limitation, the following: (1) original invoice(s), (2) original or true copies of source documents including, *inter alia*, statement of work performed, itemized on a monthly basis, general ledgers, supporting journals, time sheets, invoices, canceled checks (if received), or bank statements, receipts, and receiving records, and (3) originals or true copies of other receipts, agreement(s), or other documentation supporting and evidencing how the funds have been expended during the applicable quarter; provided, however, for the first monthly or quarterly payment, ADMINISTRATOR, in his or her sole discretion, may consider and approve an invoice from CONTRACTOR that includes reimbursement of CONTRACTOR expenses incurred prior to the Date of Agreement, as more fully set forth in the Project Budget, Exhibit B; and

(b) the Services provided during the preceding quarter (or any other period for which payment is requested) have not and do not supplant existing services but in fact, enhance or establish new services to Riverside County's prenatal through age five children.

15.5.2 CONTRACTOR shall maintain, at CONTRACTOR's facility, source documentation for all invoices including, but not limited to, ledgers, journals, timesheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

15.5.3 COMMISSION shall exercise reasonable efforts to cause the monthly or quarterly payments to be released within a reasonable time period from submittal of a complete invoice and current compliance with reporting obligations of Paragraph 19, approximately thirty (30) days after receipt of the invoice.

15.6 Retention Amount. CONTRACTOR expressly acknowledges and agrees that an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") may be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14. At ADMINISTRATOR's sole discretion, in place of an amount equal to ten percent (10%), CONTRACTOR's entire final monthly or quarterly invoice in each fiscal year may be withheld as the Retention Amount pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14.

15.7 Final Invoice/Settlement. With the exception of the Retention Amount payment, any and all final invoices for Services must be received by ADMINISTRATOR no later than sixty (60) days after the end of the term of this Agreement or sixty (60) days from the date of the earlier termination of this Agreement. Invoices for Services received after this date and time may not be processed for payment or reimbursed. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the date upon which the final invoice must be received.

15.8 Source of COMMISSION Funding. CONTRACTOR knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act, unless otherwise expressly stated in Exhibit A To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall be modified or amended to conform to the changes to the Act, as elected by COMMISSION. If COMMISSION is not allocated or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes in funding allocations or changes to the Act, as elected by COMMISSION.

15.9 Leveraging Funds. For program sustainability, CONTRACTOR shall make all reasonable efforts to secure State of California or federal funds including, but not limited to certain State of California programs known to both parties as County-based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) where COMMISSION funds may be properly identified and used as a required eligible funding source to draw down such other funds. CONTRACTOR agrees that funds from this Agreement shall be used to perform CMAA and TCM claimable activities and that state and federal funds received, including funds received outside the term of this Agreement, as the direct result of its leveraging efforts shall be used for sustainability of and be reinvested in CONTRACTOR's COMMISSION funded programs. In order to receive CMAA or TCM funds, CONTRACTOR shall sign and maintain an agreement for the provision of CMAA or TCM Services with the County of Riverside Health Care Agency and comply with all County contracting requirements. CONTRACTOR shall not use COMMISSION funds identified as a match for another funding source for the purposes of drawing down CMAA or TCM funds. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

15.10 PROGRAM FEES

15.10.1 The parties agree that the following guidelines apply in the event fees of any amount are charged by CONTRACTOR to COMMISSION's target population of children ages prenatal to five years and their families ("Program Participants") for any service(s) provided under this Agreement.

15.10.2 CONTRACTOR shall not charge fees to COMMISSION's Program Participants prior to obtaining ADMINISTRATOR's acknowledgment in writing.

15.10.3 CONTRACTOR shall advise each COMMISSION Program Participant that fees may be charged and shall notify the Program Participant of any such fees prior to rendering services.

15.10.4 CONTRACTOR shall advise each COMMISSION Program Participant that all fees will be waived if the Program Participant indicates an inability to pay and CONTRACTOR shall waive all fees if the Program Participant is unable to pay.

15.10.5 CONTRACTOR shall not deny services to any COMMISSION Program Participant for any reason, including Program Participant's inability to pay for services.

15.10.6 A full accounting of all fees charged and collected shall be documented by CONTRACTOR and shall be provided to ADMINISTRATOR upon request. At no time is CONTRACTOR permitted to collect fees for any purpose other than to continually provide services identified in this Agreement.

15.10.7 All fees collected shall be fully accounted for and included in CONTRACTOR's Fiscal Audit as described in Paragraph 14.1 of this Agreement.

16. OVERPAYMENTS. Any payment(s) made by COMMISSION to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be immediately due to COMMISSION and repaid by CONTRACTOR. CONTRACTOR shall make repayment on any overpayment within thirty (30) days of COMMISSION's request. CONTRACTOR agrees to pay all fees and costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this Agreement.

16.1 Offset Permitted. In the event an overpayment has been made or exists, ADMINISTRATOR may reconcile and offset the amount of the overpayment against the next installment payment due or against the final invoice amount due and to be paid, as elected in the sole discretion of ADMINISTRATOR. In the event the overpayment exceeds the final payment, the amount is immediately due and payable, and CONTRACTOR shall pay COMMISSION the sum within five (5) days of written notice from ADMINISTRATOR. Nothing in this Agreement shall be construed as limiting the remedies of COMMISSION in the event that an overpayment has been made.

16.1.1 Offset Permitted under Subsequent Renewal or Other Pending Contract. COMMISSION's Strategic Plan is implemented through funding of various initiatives and certain contractors/funding recipients are and have been awarded multiple or renewed funding for services related and comparable to the Services provided under this Agreement. CONTRACTOR agrees that if this Agreement is either (i) a renewal contract related to prior funding to CONTRACTOR for services comparable to the Services, or (ii) CONTRACTOR has one or more other contracts pending with COMMISSION with a term or terms concurrent in whole or in part with this Agreement, then in the event an overpayment has been made or exists under this Agreement ADMINISTRATOR may reconcile and offset the amount of the overpayment against monies payable under the renewal contract or other contract pending with COMMISSION.

17. RECORDS.

17.1 Maintain Complete Books and Records. CONTRACTOR shall keep the books and records as shall be necessary relating to the Services so as to enable ADMINISTRATOR to evaluate the cost and the performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). ADMINISTRATOR, COMMISSION, and their staff, general legal counsel, and other COMMISSION consultants, as approved by ADMINISTRATOR, shall have full and free access to all books and records of CONTRACTOR and any Subcontractor, arising out of this Agreement, at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from the records.

17.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records of its business operations and in particular all records related to the Services. Financial records shall be retained by CONTRACTOR for a minimum of three (3) years from the date of payment on the final invoice submitted by CONTRACTOR to ADMINISTRATOR under this Agreement or three (3) years after all pending audits are completed, whichever is *later*.

17.2 Separation of Accounts. All funds received by CONTRACTOR from COMMISSION pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of the accounts maintained pursuant to reasonable and prudent business practices. CONTRACTOR is not required to maintain separate depository accounts for funds; provided however, CONTRACTOR must be able to account for receipt, obligation, and expenditure of all COMMISSION funds.

17.3 Form of Records. CONTRACTOR may retain records in any reasonable and customary format as mutually determined in writing between CONTRACTOR and ADMINISTRATOR. The following forms of records are acceptable and pre-approved between the parties:

(a) original hard copies;

(b) information may be saved/retained electronically in a readily retrievable basis through a Microsoft Word™ 2007 or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Riverside County, California;

(c) financial data and other spreadsheet information may be saved/retained electronically in a readily retrievable basis through a Microsoft Excel™ or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Riverside County, California; or

(d) other technology for maintaining and transmitting records as approved in advance by ADMINISTRATOR.

17.4 Release of Records. The records of Services, data, surveys, drawings, specifications, reports, records, documents, evaluation reports, and other materials prepared by CONTRACTOR in the performance of this Agreement shall not be released publicly without the prior written approval of ADMINISTRATOR or as required by law. CONTRACTOR shall not disclose any information regarding the activities of COMMISSION, except as required by law or as authorized by ADMINISTRATOR.

17.5 Ownership of Records. Specialized methodology, formulae, software programs of CONTRACTOR, and other intellectual processes which have been specifically designed and developed by CONTRACTOR and which were not funded by or assisted in the development by COMMISSION or its agents which shall be deemed proprietary in nature and shall be and remain the proprietary property of CONTRACTOR. All other documents, information, software, and intellectual property and records, including, without limitation, the originals of all drawings, specifications, reports, records, data, surveys, documents, and other materials, whether in hard copy or electronic form, which are prepared by CONTRACTOR, its employees, Subcontractors, or agents in the performance of this Agreement, are and shall remain the property of COMMISSION and shall be delivered to ADMINISTRATOR, as appropriate, upon the termination of this Agreement or upon the earlier request of ADMINISTRATOR. CONTRACTOR shall have no right to further contracts, additional employment or employees, or additional compensation of whatever kind or nature as a result of the exercise by COMMISSION of its full rights of ownership of the documents and materials under this Agreement. CONTRACTOR may retain copies of the documents and materials for its own use but shall not enter into any contract or license for use or for payment of the documents. CONTRACTOR shall cause each Subcontractor to assign to COMMISSION any documents or materials prepared by it. In the event CONTRACTOR fails to secure the assignment, CONTRACTOR shall indemnify COMMISSION for all damages suffered by the failure to obtain the assignment. COMMISSION agrees that, if necessary, it will undertake reasonable and appropriate steps to maintain the proprietary nature of CONTRACTOR's proprietary property, except as may be required by applicable laws.

17.6 Inspection and Access to Records. ADMINISTRATOR and any authorized COMMISSION representatives, any authorized representatives of the State of California, and any authorized representatives of First 5 California shall have access to CONTRACTOR's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. CONTRACTOR shall make available its records within the borders of Riverside County within ten (10) days after receipt of written demand by ADMINISTRATOR. In the event CONTRACTOR does not make available its records within the borders of Riverside County, CONTRACTOR agrees to pay all necessary and reasonable direct and indirect expenses incurred by COMMISSION or COMMISSION's designee(s) necessary to obtain CONTRACTOR's records.

18. PATENT AND COPYRIGHT INFRINGEMENT.

18.1 In lieu of any other warranty by COMMISSION or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against COMMISSION on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright, and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information, and assistance at CONTRACTOR's expense for the defense of same. CONTRACTOR will not indemnify COMMISSION if the suit or claim results from: (1) COMMISSION's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

18.2 CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify COMMISSION under any settlement made without CONTRACTOR's consent or in the event COMMISSION fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, at no expense to COMMISSION, shall obtain for COMMISSION the right to use and sell said item, or shall substitute an equivalent item acceptable to COMMISSION and extend this patent and copyright indemnity thereto.

19. CONTRACTOR OBLIGATION TO PROVIDE DATA FOR COMMISSION'S EVALUATION AND CONTRACTS MANAGEMENT SYSTEM.

19.1 Evaluation and Contracts Management System. Services under this Agreement include tracking service data related to client outcomes about Riverside County children from prenatal through age five in furtherance of the goals and objectives of COMMISSION's Strategic Plan adopted pursuant to the Act. CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there may be individual client-shared core data elements. It is the responsibility of each funding recipient, including CONTRACTOR, to participate in the evaluation and contract management system using the COMMISSION Confidentiality and Data Sharing Protocol. CONTRACTOR agrees it shall cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors; it shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system; and it shall utilize the evaluation and contract management system, or other data system, as elected by COMMISSION and its ADMINISTRATOR in their sole discretion, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all services provided by CONTRACTOR and each and all of COMMISSION's funding recipients. The level of participation with the evaluation and contract management system required by CONTRACTOR shall be determined by ADMINISTRATOR.

19.1.1 CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there shall be project-level reporting to COMMISSION with respect to CONTRACTOR's work plan through the evaluation and contract management systems as set forth in the Work Plan.

19.2 Confidentiality. Nothing in the above provisions relating to collection and reporting to the evaluation and contracts management system shall require CONTRACTOR to release or disclose confidential health data or other patient identification which is expressly protected from disclosure by applicable federal and state laws; provided however, any applicable exception set forth in applicable federal or state laws which permits disclosure by CONTRACTOR to COMMISSION of health or other data shall require disclosure by CONTRACTOR to COMMISSION and ADMINISTRATOR in order to input to the evaluation and contracts management system.

20. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS. To the extent any intellectual property, tangible or intangible, is developed, created, or modified with the monies provided by COMMISSION under this Agreement, or is otherwise separately funded by COMMISSION under other projects, programs, contracts, or agreements and utilized by CONTRACTOR under this Agreement, COMMISSION does and shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and other intellectual property rights throughout the world) relating to any and all the inventions (whether or not patentable), works of authorship, designs, know-how, ideas, and information made or conceived or reduced to practice, in whole or in part, by CONTRACTOR pursuant to the scope of Services provided by CONTRACTOR to COMMISSION under this Agreement (collectively the "Inventions"). CONTRACTOR agrees it shall promptly disclose all Inventions to COMMISSION. CONTRACTOR agrees to make all assignments and execute the legal documents necessary to accomplish the ownership and control for the benefit of COMMISSION. CONTRACTOR shall further assist COMMISSION, at COMMISSION's expense, to further evidence, record, and perfect the assignments and documentation, and to perfect, obtain, maintain, enforce, and defend any rights relating to the Inventions. CONTRACTOR irrevocably designates and appoints COMMISSION as its agent to lawfully perfect ownership and control of the Inventions (and if legally required for force and effect in order to perfect the ownership and control of the Inventions as its attorney-in-fact). As an agent, COMMISSION may act for and on CONTRACTOR's behalf to execute and file any document and to do all other lawfully permitted and required acts to effect the ownership and control of the Inventions. If CONTRACTOR uses, provides, or discloses any of the Inventions when acting within the scope of CONTRACTOR's performance of Services or otherwise on behalf of COMMISSION, COMMISSION will have and CONTRACTOR grants COMMISSION a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exercise all rights to the Inventions.

21. COPYRIGHT ACCESS. COMMISSION, the County of Riverside, and First 5 California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use all material and work product (both tangible and intangible), if any, developed under this Agreement including those materials covered by copyright.

22. NOTICES.

22.1 Method and Form of Notice. Unless otherwise specified, all formal notices, invoices, claims, correspondence, or reports shall be addressed as follows:

COMMISSION: Riverside County Children and Families Commission
Administrative Services - 585 Technology Court
Riverside, CA 92507

CONTRACTOR: Children and Families Commission of San Bernardino County
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

22.2 Advisory Notices Required. Notwithstanding the provisions of this Agreement relating to Claims, CONTRACTOR shall notify COMMISSION, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature that may expose COMMISSION to liability. These occurrences shall include, but not be limited to, accidents, injuries, acts of negligence, or loss or damage to any COMMISSION property in possession of CONTRACTOR.

23. RIGHTS OF TERMINATION.

23.1 Termination for Convenience Prior to Expiration of Term.

23.1.1 COMMISSION may terminate this Agreement for its convenience at any time upon fifteen (15) days' written notice to CONTRACTOR. Upon receipt of a notice of termination for convenience, CONTRACTOR shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved by ADMINISTRATOR. CONTRACTOR shall be entitled to compensation for that part of the Services rendered prior to receipt of the notice of termination and for the part of the Services authorized by ADMINISTRATOR after the notice in accordance with the Project Budget, Exhibit B, or other arrangement for compensation as may be approved by the ADMINISTRATOR in writing.

23.2 Termination for Cause Due to Default of CONTRACTOR. COMMISSION reserves the express right to terminate this Agreement for cause due to the default, as defined in Paragraph 24, by CONTRACTOR in its performance obligations under this Agreement. In the event of termination, CONTRACTOR shall immediately cease performance and provision of Services as of the date the notice of default is received or deemed received, whichever occurs earlier. COMMISSION may take over the work and prosecute the same to completion by contract or otherwise. CONTRACTOR shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement, provided that COMMISSION shall use reasonable efforts to mitigate damages. COMMISSION expressly reserves the right to withhold any outstanding payments to CONTRACTOR for the purpose of set-off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement.

24. DEFAULT.

24.1 Default by CONTRACTOR. Failure by CONTRACTOR to perform or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In addition to immediate termination as set forth above in Paragraph 23.2 and any other remedies available at law, in equity, or otherwise specified in this Agreement, ADMINISTRATOR, in his or her sole discretion, may elect any or all of the following:

24.1.1 Afford CONTRACTOR a time period of fifteen (15) days from the date notice is mailed to cure the default, or to commence to cure the breach and diligently pursue to completion of the cure of the breach within thirty (30) days of date notice is mailed;

24.1.2 Discontinue payment and eligibility for payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which payment may not be entitled to later recovery;

24.1.3 Offset against any funds invoiced by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to the above offset authority; and

24.1.4 Withhold from any monies payable to CONTRACTOR sufficient funds to compensate COMMISSION for any losses, costs, liabilities, or damages it reasonably believes were suffered by or have been incurred by COMMISSION due to the default of CONTRACTOR in the performance of the Services required by this Agreement.

25. REVERSION OF ASSETS.

25.1 Unencumbered or Unexpended Funds. Upon the termination or expiration of the term of this Agreement, CONTRACTOR shall transfer to COMMISSION any unexpended and unencumbered COMMISSION funds on hand at the time of the termination or expiration and any accounts receivable attributable to the use of subject funds.

25.2 Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with COMMISSION funds disbursed under this Agreement, the original cost of the property exceeded five thousand dollars ($5,000) shall either be, at the election of ADMINISTRATOR: (1) used by CONTRACTOR for the Services or comparable services meeting the purposes of the Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified in the Project Summary, Exhibit A; or (2) disposed of and proceeds paid to COMMISSION in a manner that results in COMMISSION being reimbursed in the amount of the fair market value at the time of termination or expiration of this Agreement (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the value attributable to CONTRACTOR's out of pocket expenditures using non-COMMISSION funds for acquisition of, or improvements to, the real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of the asset.

25.2.1 In furtherance of the above provisions, if ADMINISTRATOR selects continued use of the capital asset, then CONTRACTOR agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

25.2.2 In the event ADMINISTRATOR selects disposition of the subject real or personal property, then CONTRACTOR shall exercise due diligence to dispose of the property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of the disposition shall be disbursed directly to and be payable to COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements or completion of sale of personal property by bill of sale in accordance with UCC requirements.

26. COUNTERPARTS. This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed or electronically scanned signatures shall have the same force and effect as an original signature.

27. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

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IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have caused this Agreement to be effective in the County of Riverside, State of California, on the date first above written.

COMMISSION

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

By: ______________________________
Tammi Graham, Executive Director

Dated: ____________________________

ATTEST

By:______________________________
Lynn Stephens, Executive Assistant IV

Dated: ____________________________

APPROVED AS TO FORM:

By:______________________________
Kristine Bell-Valdez, Supervising Deputy County Counsel

[Signature block for CONTRACTOR on next page.]

[Signature block continued from previous page.]

CONTRACTOR

CHILDREN AND FAMILIES COMMISSION OF SAN BERNARDINO COUNTY
A California Public Entity

Contractor/Authorized Signer

By:______________________________
Karen E. Scott, Executive Director

Dated: O ______________________________

By: Elliot Weinstein
Elliot Weinstein M.D., Commission Chair

Dated: 9/5/25

ATTEST

By:______________________________

Dated: ______________________________

APPROVED AS TO FORM:

By:______________________________
County Counsel

Dated: ______________________________

EXHIBIT A

PROJECT SUMMARY

Children and Families Commission of San Bernardino County
Agreement # CF26107
IMPACT Legacy Region 9 Hub Coordination
Term: July 1, 2025 – June 30, 2026

1. FUNDING RECIPIENT

Contractor CHILDREN AND FAMILIES COMMISSION OF SAN BERNARDINO COUNTY a California PUBLIC ENTITY
735 E. Carnegie Dr, Suite 150
San Bernardino, CA 92408

Contact:

Karen E. Scott, Executive Director
(909) 386-7706
kscott@cfc.sbcounty.gov

Elliot Weinstein, M.D., Commission Chair
(909) 386-7706

Signatories:
Karen E. Scott, Executive Director
Elliot Weinstein, M.D., Commission Chair

2. BACKGROUND

In late 2011, California was awarded a $75 million grant from the U.S. Departments of Education and Health and Human Services Race to the Top-Early Learning Challenge Fund (RTT-ELC). The objective of RTT-ELC was to develop a successful statewide system to improve the quality of Early Learning Care (ELC) programs and close the achievement gap. At the end of RTT-ELC in 2016, 30 of California's 58 counties were participating in California's Quality Rating and Improvement System (QRIS), Quality Counts California (QCC). After the RTT-ELC grant period, F5CA focused on QCC and continuing the state's momentum and expanding quality supports to reach every county through F5CA Improve and Maximize Programs so All Children Thrive (IMPACT) investment. The IMPACT 2020 investment further expanded to include all 58 counties, 10 regional Hubs, and Tribal Child Care Association of California (TCCAC).

3. PURPOSE AND SCOPE OF WORK

In alignment with Proposition 10, the 2025 F5CA Strategic Plan, and F5CA's North Star and Audacious Goal, in this third year of the of IMPACT legacy funding, F5CA will continue to promote conditions in state, regional, and local systems that implement QCC structures aligned to sustainability and a Collective Impact model. IMPACT Legacy will build upon prior investments in QCC and expand the breadth and depth of serving priority populations identified in this RFA (see Figure 3: IMPACT Legacy Populations Served and Participation Targets) including programs/early educators serving infants and toddlers, children who are multilingual learners, children in foster care, families who are unhoused, children with special needs, tribal, refugee/newcomer families, migrant families, and rural/isolated communities.

IMPACT Legacy aligns with funding from the California Department of Education (CDE) and the California Department of Social Services (CDSS) Block Grants, including on-going policy collaboration with CDE, CDSS, and other partners. As the state's system is refined and functions shift toward sustainability, fosters a sound infrastructure to leverage other funding sources and take QCC into the future.

Grant Purpose and Goals

The purpose of IMPACT Legacy is to provide equitable quality early learning and care environments for all children aged 0 to 5 by expanding access to the Quality Counts California (QCC) quality rating and improvement system (QRIS) for priority populations not currently receiving quality support.

Safe, stable, nurturing relationships and environments, or SSNREs, are crucial to eradicate disparities and guarantee healthy development. F5CA's North Star states that Trauma-informed, healing centered, and culturally responsive systems promote the safe, stable, nurturing relationships and environments necessary to eliminate inequities and ensure healthy development for all children. The F5CA Audacious Goal states that within a generation, children and their families will have access to early learning opportunities and resources that prepare all caregivers to address a range of developmental needs at home and in reasonably priced, high-quality early learning and care settings, are directly advanced by IMPACT Legacy.

To support the above-mentioned goal, F5CA has identified the following priority areas as the scope of work priorities for IMPACT Legacy implementation:

A. Expand Access to Quality for Priority Children and Early Educators

The IMPACT Legacy investment provides funding to support and retain a valued workforce through a commitment to comprehensive training, coaching, technical assistance, and professional development systems. These investments honor the diverse needs of educators and prepare them to implement learning strategies that meet the unique needs of the families in the communities they serve. Using research-based approaches, IMPACT Legacy prioritizes ELC system integration and sustainability, processes, and procedures that are inclusive and in support of all priority populations and address barriers to participation and provide specific professional development (PD) opportunities to ELC providers that align with the following priority areas:

1. **Promoting nurturing adult-child interactions** - Nurturing adult-child interactions that demonstrate positive reciprocal relationships support a child's emotional and mental well-

being. Research shows greater learning gains across school readiness domains including social and emotional development, math, and early literacy for children who are engaged via nurturing adult-child interactions. Strategies for promoting nurturing adult-child interactions may include but are not limited to:

• Systems integration and partnership with local and regional home visiting services
• Public education and integration of existing and emerging early literacy supports and resources
• Use of evidence-based based tools such as The Classroom Assessment Scoring System (CLASS)
• Promotion and integration of F5CA Stronger Start campaign, materials and resources

2. **Supporting children's social and emotional well-being** – IMPACT Legacy promotes support for social and emotional well-being. This includes teaching strategies to recognize and respond to the impact of traumatic stress through routine screenings, engaging in efforts to strengthen resilience, and protective factors. The regulation of emotion and positive sense of self establishes the ability for children to develop and maintain positive relationships with others, which directly impact learning, behavior, and development. Research suggests that trauma-informed care is associated with considerable benefits for children and their families, including reducing challenging behavior and toxic stress. Trauma-informed relationships build meaningful partnerships and address the intersections of trauma and equity. Strategies for supporting children's social and emotional well-being may include but are not limited to:

   • Systems integration, partnerships, professional development offerings, and promotion of:
   • Developmental screenings
   • F5CA Stronger Starts
   • Home visitation
   • Partnership with local, regional, and statewide health systems
   • Advancement and integration of resources from the Office of the Surgeon General such as ACEs Aware and Safe Spaces resources
   • Integration and coordination with local, regional and statewide behavioral health initiatives such as Children and Youth Behavioral Health Initiative

3. **Reduce suspension and expulsion practices** – Suspension and expulsion practices have adverse outcomes for social and emotional development and learning.

   • Research shows training and support services for staff, especially in managing challenging behavior, recognizing trauma, promoting social-emotional development, and self-reflective strategies to identify and correct potential biases support the workforce in reducing and eliminating suspension and expulsion practices. Support services can include:

- Collaboration with parents through meaningful family engagement
  - Coaching, communities of practice, and mental health consultation
  - Early intervention, evaluation and referral for services

4. **Best practices for behaviors that are challenging to adults** – When providers and parents recognize the antecedents to challenging behaviors and have the appropriate resources to assist the child through age-and developmentally-appropriate methods, long-term negative childhood outcomes can be mitigated. Prioritized supports may include:

   • PD offerings to ELC providers, coaches, administrators, and other interested parties on best practices such as Teaching Pyramid
   • Coaching, peer mentoring, and communities of practice

5. **Mitigate Adverse Childhood Experiences (ACEs)** - Mitigating ACEs are essential to a child's health, behavior, and opportunity over their lifetime. To impact the strongest start for children, IMPACT Legacy will promote systemic coordination, screening, training, and family engagement strategies to mitigate and prevent further harmful events. Resources for mitigating toxic stress due to ACEs can be found at https://www.acesaware.org/. Additional information can also be found at https://www.cdc.gov/violenceprevention/aces/, and Children and Youth and Behavioral Health Initiative training modules through the Office of the Surgeon General.

6. **Anti-bias and anti-racism** - Policies, structures, procedures, and processes to counteract and prevent bias and racism will be embedded into learning environments and curriculum. These structures will promote expanded communities of learners that enable everyone to learn and grow in an environment with mutually respectful relationships.

B. Culturally Responsive Family Engagement

F5CA defines culturally responsive family engagement as a relationship-based, mutual, respectful, and responsive partnership between families, ELC providers, and other related professionals to promote children's development, learning, and wellness. Family engagement happens when early childhood professionals and families actively participate in an ongoing process of building and maintaining these meaningful relationships. IMPACT Legacy funds will promote meaningful family engagement through:

1. **Building ELC provider capacity to authentically engage parents and families:** Family engagement strategies must be driven by the families' characteristics and values. This requires the free exchange of information to create shared goals for experience within the educational setting, not solely around educational milestones. Authentic family engagement improves interactions that promote children's healthy development.

2. **Promoting the value and impact of family engagement:** Meaningful family engagement improves experiences across various service systems, diverse populations and communities. Family engagement is a necessary component in improving outcomes

for children. When families authentically engage as partners in decision making, policy development and system improvement, behavioral concerns and disciplinary actions (such as suspension and expulsion) are reduced. QCC has trainings and resources available via the Family Engagement Toolkit and Family Engagement Resource Guide.

C. Inclusion and Support of Multilingual Learners

IMPACT Legacy aims to improve caregiving and instructional methodologies that promote culturally and linguistically appropriate and successful practices for caregivers and families of MLL children aged 0 to 5. These practices are meant to help MLL children gain competency in both English and their native language. Supporting authentic family engagement promotes MLL learning through meaningful interactions that are culturally and linguistically affirming, resulting in pleasant, reciprocal, and trustworthy learning and care settings.

1. **First 5 California's Dual Language Learner Pilot** study found that early educator knowledge of language development and best practices for supporting MLLs from birth through age 5 are foundational in high quality early learning and care. The benefits of multilingualism should be reinforced by instructional practices that prioritize home language development competency and multilingual development. Culturally responsive care and teaching strategies incorporate the child and family culture into the ELC setting in meaningful ways. Specifically, early educators recognize and celebrate values, customs, beliefs and home languages of the children and families in their care. In honoring the cultural and linguistic heritage of MLL children and families, relationships and respect are fostered.

4. IMPACT Legacy Infrastructure

To achieve the purpose of IMPACT Legacy, objectives are identified by state, regional, and local level activities and responsibilities.

A. F5CA Roles and Responsibilities

First 5 California will fund system level investments and infrastructure including collaboration with other California agencies to advance priority 0 to 5 issues and policy implementation, catalyze innovations in quality standards, and connect and convene interest holders to identify shared policy priorities and support in the following:

1. **State Infrastructure Support:** F5CA is committed to the shared development, promotion, and implementation of policies with the State Administration and other state agency partners to benefit California's ELC system in the short-term (e.g., improved QCC rating and support processes; more efficient contracting practices; data sharing between early learning workforce professional development systems, permitting/credentialing systems, licensing). This will result in cost-savings, efficiencies, and overall coordination in the long-term.

2. **QRIS Data Systems Support:**

   F5CA IMAPCT Legacy will continue investments in coordinated state data collection to improve the quality, efficiency, consistency, and access to data detailing QCC administration, quality improvement strategies, and workforce supports. Specifically, IMPACT Legacy funding may be used to secure local QRIS/QIS and workforce data systems used to support the tracking and promotion of education, training, and experience verification of the ELC workforce. F5CA will continue to invest in data visioning among state leaders, local agencies, and other interest holders toward better integrated ECE and early childhood data (e.g., QIS/QRIS data systems, Workforce Registry, family eligibility for subsidized care) and Early Childhood Integrated Data Systems.

3. **Support for Quality Improvement Efforts as a Component of QCC:**

   F5CA and IMPACT Legacy funding will continue to enhance and improve the QCC system by focusing on equity, systems change, and innovation that leads to lasting change. This will be achieved through:

   • Using the results of the current QCC equity audit to inform potential changes to the QCC system that improve access and embrace the diversity of the early childhood workforce.
   • Incorporating and leveraging the work of other state agency partners and funding sources that improve equity and access across the ELC field. Local and regional successes will also be used to improve the system and its responsiveness to the real needs of each community.
   • Supporting quality improvement, including focus areas outlined in the QCC Quality Continuum Framework (QCF) including assessment and observation, but excluding formal ratings. The QCF will be updated with our partner agencies in 2025 for statewide adoption.
   • Piloting or expanding innovative practices which may include badging, micro-credential concepts, or apprenticeships.

4. **Workforce Support:**

   IMPACT Legacy funding will provide resources and technical assistance in key focus areas, as well as system supports and activities intended for local workforce development and capacity building including, but not limited to:

   • Communities of Practice
   • Statewide system of coaching based on the California Early Childhood Educator Competencies and Adult Learning and Coaching Supplement
   • Support for the use of observation and assessment tools for QI purposes
   • Prioritized training in:
   • Safe, Stable, Nurturing Relationships and Environments

• Family Engagement and well-being strategies and supports provided through partnerships, trainings. and resources.
• Multilingual Learner Support based on the findings of F5CA's Dual Language Learner Pilot

5. **Evaluation**

Evaluation tasks may be facilitated by F5CA staff or by an external, independent evaluation contractor, and may be focused solely on IMPACT Legacy investments or expanded to include broader QCC investments.

In accepting IMPACT Legacy funding, lead agencies are required to participate in additional evaluation activities conducted by state staff or by an independent, external evaluator on behalf of the state. Statewide evaluation activities may focus on accountability measures, quality improvement efforts, and impact of local and regional activities. IMPACT Legacy funded entities are required to work with data system vendor(s), upon request, to authorize evaluator access to data from QIS data systems contracted by counties, Hubs or TCCAC. To address this, counties will need to ensure participating sites sign consent forms to share data with the state, and/or its designee for evaluation and reporting purposes and for accountability of public funds. In addition, evaluators may request access data from the California Early Care and Education Workforce Registry. As needed, counties and regional Hubs should consider and address potential data security and legal issues to support statewide evaluation.

State support and technical assistance for evaluation will be available to regional Hubs to improve local data collection practices and planning, and to highlight best practices and outcomes for use within and across regions.

6. **Data Collection and Reporting Requirement**

County lead agencies are responsible for the collection and submission of accurate programmatic data (see County Lead Agency Responsibilities: Data Collection and Reporting). F5CA will provide detailed information annually describing reporting dates, processes, and other relevant information. Primary data sources include the following:

Figure 2: Summary of County Lead Agency Reporting Tools

Tool	Due Date	Description
QCC Common Data File	Annually in September for previous FY	An XML data file uploaded to F5CA with key fields pulled from local QRIS data systems.
QCC Local County Lead Agency Annual Performance Report (APR)	Annually in October for previous FY	Online survey collecting information about local processes and strategies to implement IMPACT Legacy and QCC, participation, enrollment, and other more evaluation-

		relevant topics, as needed. Content will be determined annually.
QCC Regional Hub APR	Annually in October for previous FY	Online survey collecting information about regional processes and strategies to support implementation of IMPACT Legacy and QCC, and other evaluation-relevant topics, as needed. Content will be determined annually.

A comprehensive list of current Common Data File fields, values, and other technical detail is available F5CA's website at https://www.ccfc.ca.gov/partners/datasystems.html#upload.
Specifics on FY 2025-26 Common Data File details will be posted to the website above no later than May 30, 2025.

7. **Communication**

IMPACT Legacy will continue to support the QCC system through digital communication strategies (e.g., QCC Website and Google Workspace) and promote and communicate applicable F5CA public education, media, and outreach messages and materials.

Figure 3: IMPACT Legacy Populations Served and Participation Targets

Priority Populations	Site Participation: Programs/early educators serving infants and toddlers, children who are multilingual learners, children in foster care, families who are unhoused, children with special needs, tribal, refugee/newcomer families, migrant families, and rural/isolated communities. Outreach: Elevate and expand outreach and engagement opportunities to new center and home-based child care early educators in highest need communities. Develop cohort(s) of enthusiastic and trusted community leaders/champions to support and promote participation in communities with history of segregated housing patterns, discrimination, and persistent inequities.	
Participation	County level targets are identified in Appendix F. Settings to be included in IMPACT Legacy counts include the settings outlined below who are not currently receiving state or federal subsidy or funding (including Head Start, Early Head Start, California State Preschool Program, General Child Care, Migrant Program, or Title 1). IMPACT Legacy sites may receive child care vouchers to parents and programs (including Alternative Payment vouchers, CalWORKs vouchers, and other local child level payments).	
Settings	Private Traditional Settings: • Center	Alternative Settings: • Family Resource Center • Home Visiting Programs

	• Family Child Care • Family, Friend and Neighbor Providers	• Libraries • Playgroups • Community-Based Organizations
Required Thresholds	• 40% or more serve Infants/Toddlers • 60% or more in home-based settings (FCC and FFN)	

4. WAIVERS/AMENDMENTS TO AGREEMENT

None.

5. INVOICING/PAYMENT ELECTIONS

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

5.1 Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 15.2 of this Agreement.

5.2 Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 15.4 is quarterly.

5.3 Retention Timing. No retention is anticipated.

6. Funding Source and Additional Requirements

6.1 The parties acknowledge that funding for this Agreement includes IMPACT Legacy funding from First 5 CA.

6.2 The records retention period for this Agreement shall be seven (7) years from the date of final disbursement of funds under this Agreement or the completion of any pending reviews or audits.

B. PARTNER AGENCY Scope of Work

Priority Area A. Expand Access to Quality for Priority Children and Early Educators

Priority Area Focus	Activities to Meet Priority Area (How will you meet the Priority Area)	Timeframe	Performance Measures (how will you measure activities)
I. Promoting nurturing adult-child interactions	• Professional Development opportunities on Classroom Assessment Scoring System (CLASS) • CSUSB will offer informal CLASS and CLASS Environment assessments informal assessments • PD Opportunities that focus on nurturing adult-child relationships. • Provide coaching, T/A and resources on adult-child interactions. • CoP's will be offered to support this area. • Social media and website messaging on resources and PD opportunities.	July 1, 2025 to June 30, 2026 - ongoing	• ECE Workforce Registry, attendance, Training Survey. • CLASS assessment scores entered in Vertical Change • Coaching Visits and QIPs entered in Vertical Change, • Participant End of Year Survey • Provider incentives issued with completion of Data and QIP. • QSSB Website for resources and training information.
II. Supporting children's social and emotional well-being	• Professional Development (PD) opportunities offered on The Social Emotional Foundation for Early Learning (SEFEL) Series, Zero to Three "The Growing Brain", and Trauma Informed Care (TIC). • Provide coaching, TA, and resources on children's social and emotional well-being. • CoP's will be offered to support this area. • Social media and website messaging on resources and PD opportunities.	July 1, 2025 to June 30, 2026 - ongoing	• ECE Workforce Registry, attendance, Training Survey. • Coaching Visits and QIPs entered in Vertical Change, Participant End of Year Survey • Provider incentives issued with completion of Data and QIP. • QSSB Website for resources and training information.

III.	Reduce suspension and expulsion practices	• Provide coaching and TA support and addressing equitable strategies.	July 1, 2025 to June 30, 2026 - ongoing	• ECE Workforce Registry, attendance, Training Survey. • Coaching Visits and QIPs entered in Vertical Change, Participant End of Year Survey • Provider incentives issued with completion of Data and QIP. • QSSB Website for resources and training information.
IV.	Best practice for behaviors that are challenging to adults	• Professional Development (PD) opportunities focused on supporting best practices for challenging behaviors such as the Devereaux FLIP IT, Trauma Informed Care (TIC), and SEFEL, • Provide coaching, TA, and resources on behaviors that are challenging to adults. • CoP's will be offered to support this area. • Social media and website messaging on resources and PD opportunities.	July 1, 2025 to June 30, 2026 - ongoing	• ECE Workforce Registry, attendance, Training Survey. • Coaching Visits and QIPs entered in Vertical Change, Participant End of Year Survey • Provider incentives issued with completion of Data and QIP. • QSSB Website for resources and training information.
V.	Mitigate Adverse Childhood Experiences (ACEs)	• CCRC offers parent engagement activities such as Parent Café's and Nurturing Fathers to support families' social connections.	July 1, 2025 to June 30, 2026 - ongoing	• CCRC Sign-in sheets • Participant Survey
VI.	Anti-bias and anti-racism	• Provide coaching, TA, and resources to support addressing equitable strategies • Provide CoPs focusing on establishing safe places for	July 1, 2025 to June 30, 2026 - ongoing	• ECE Workforce Registry, attendance, Training Survey. • Coaching Visits and QIPs entered in

	collaborative and productive dialogue among educators		Vertical Change, Participant End of Year Survey • Provider incentives issued with completion of Data and QIP. • QSSB Website for resources and training information.

Priority Area B. Culturally Responsive Family Engagement

Priority Area Focus	Activities to Meet Priority Area (How will you meet the Priority Area)	Timeframe	Performance Measures (how will you measure activities)
I. Building ELC provider capacity to authentically engage parents and families	• Professional Development Opportunities on Family Engagement such as Communication with Families using Family Child Care at Its Best curriculum. • Provide coaching, TA, and resources on family engagement. • CoP's will be offered to support this area. • Social media and website messaging on resources and PD opportunities. • CCRC offers CCIP training and TA to FFN providers that support family engagement.	July 1, 2025 to June 30, 2026 - ongoing	• ECE Workforce Registry, attendance, Training Survey. • Coaching Visits and QIPs entered in Vertical Change, Participant End of Year Survey • Provider incentives issued with completion of Data and QIP. • QSSB Website for resources and training information.
II. Promoting the value and impact of family engagement	• Professional Development (PD) opportunities focusing on promoting the value and impact of family engagement. • Coaching, TA, and resources will be provided promoting the value and impact of family engagement. • CoP's will be offered to support this area. • Social media and website messaging on resources and PD opportunities. • CCRC will offer Parent Café's based on the 5 Protector Factors • CCRC will offer Nurturing Fathers.	July 1, 2025 to June 30, 2026 - ongoing	• ECE Workforce Registry, attendance, Training Survey. • Coaching Visits and QIPs entered in Vertical Change, Participant End of Year Survey • Provider incentives issued with completion of Data and QIP. • QSSB Website for resources and training information. • CCRC sign-in sheet • CCRC Participant Survey

Priority Area C. Inclusion and Support of Multilingual Learners

Priority Area Focus	Activities to Meet Priority Area (How will you meet the Priority Area)	Timeline	Performance Measures (how will you measure activities)
I. Improve caregiving and instructional methodologies that promote culturally and linguistically appropriate and successful practices for caregivers and families of MLL children aged 0 to 5	• Professional Development (PD) will be provided on the Personalized Oral Language Learning (POLL) Curriculum that supports MLL children's learning and development. • Coaching, TA, and resources will be provided on MLL instructional strategies. • CoP's will be offered to support this area. • Social media and website messaging on resources and PD opportunities.	July 1, 2025 to June 30, 2026 - ongoing	• ECE Workforce Registry, attendance, Training Survey. • Coaching Visits and QIPs entered in Vertical Change, Participant End of Year Survey • Provider incentives issued with completion of Data and QIP. • QSSB Website for resources and training information.

EXHIBIT B

PROJECT BUDGET

Budget Category	IMPACT Legacy FY 2025-26	
Direct Costs		
Quality Improvement	$	373,948.00
Outreach and Communication	$	75,908.00
Incentives	$	58,169.00
Evaluation	$	103,220.00
Data collection and reporting	$	35,327.00
Other	$	-
Total Direct Costs	$	646,572.00
INDIRECT COSTS		
Administrative Personnel (not to exceed 15% of direct costs)	$	34,423.00
Other (not to exceed 15% of direct costs)	$	76,835.01
Total Indirect Costs	$	111,258.01
Total Amount	$	757,830.01
Match amount	$	1,000,000.00
I, the official named below, hereby request IMPACT Legacy funding in the amounts represented in the above Table. I certify that the information represented on this form and in the Budget Narrative are true and correct to the best of my knowledge and compliant with the requirements of the IMPACT Legacy RFA.		
Form Type (Annual Budget):		
Name of Lead Agency: First 5, San Bernardino County		
Cindy Faulkner, Assistant Director:		
Signature: Cindy A Faulkner		

MAXIMUM PAYMENT OBLIGATION: $ 757,830.01

Funds shall only be expended for the purposes set forth in this Agreement and the First 5 CA Request for Application (RFA) No. GAN LEGACY 2023-09 A2: IMPACT Legacy

Any expenditure of funds deemed non-allowable as defined in the First 5 CA RFA is not permitted under this Agreement.

EXHIBIT C

ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR STATUS

This **Acknowledgment of Independent Contractor Status** ("Acknowledgment") is an exhibit and fully incorporated into that certain Agreement for provision of Services ("Agreement") dated July 1, 2025 by and between **Riverside County Children and Families Commission** ("COMMISSION") and **CHILDREN AND FAMILIES COMMISSION OF SAN BERNARDINO COUNTY**, a PUBLIC ENTITY ("CONTRACTOR").
This Acknowledgment is intended to define and affirm the relationship between COMMISSION and CONTRACTOR as set forth in the Agreement. CONTRACTOR has been fully informed, has had the opportunity to be advised or has been advised by counsel of its choosing, and knowingly and willingly acknowledges and agrees as follows:

1. CONTRACTOR on behalf of itself and each and every person acting by, through, or for CONTRACTOR (together, "CONTRACTOR"), is not an employee of COMMISSION.

2. CONTRACTOR is an independent contractor to COMMISSION.

3. Because CONTRACTOR is not an employee of COMMISSION, C ONTRACTOR is not entitled to receive health benefits or any other benefits provided by COMMISSION to its regular employees.

4. CONTRACTOR is not eligible to join in or participate in any benefit plans offered to those individuals listed on COMMISSION's payroll as regular employees.

5. CONTRACTOR is and shall remain ineligible for employment benefits provided to COMMISSION's regular employees, or for participation in such benefit plans, even if it is later determined that COMMISSION has misclassified CONTRACTOR as an independent contractor for tax or other purposes.

6. CONTRACTOR hereby waives any right it may have to claim it is an employee or challenge its status as an independent contractor of COMMISSION.

7. CONTRACTOR releases COMMISSION and its Commissioners, officers, board members, employees, and agents (together, "COMMISSION") from any and all obligations, liabilities, causes of action, and/or claims that exist or may arise under applicable laws that relate to CONTRACTOR's acknowledgment, release, and agreement of its status as an independent contractor (not an employee) of COMMISSION.

8. In making this Acknowledgment and the release and waiver for this Agreement, CONTRACTOR acknowledges it has been advised concerning the content and meaning of and understands and is familiar with the provisions of California Civil Code Paragraph 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

CONTRACTOR represents and warrants it understands the purpose, meaning, and effect of Paragraph 1542 above, but nevertheless freely and knowingly waives and relinquishes any right or benefit that it has or may have under Paragraph 1542 of the Civil Code of the State of California, or any similar provision of law as such relates to the status of CONTRACTOR as an independent contractor, not an employee, of COMMISSION.

CONTRACTOR

CHILDREN AND FAMILIES COMMISSION OF SAN BERNARDINO COUNTY

By: ______________________________

Karen E. Scott, Executive Director
Authorized Signature

Date: ________________

By: Elliot Weinstein

Elliot Weinstein M.D., Commission Chair
Authorized Signature

Date: 9/15/25

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. CF26108
Riverside County Children and Families Commission
and
Children and Families Commission of San Bernardino

This Contract for Professional Services is made and entered into by and between the Riverside County Children and Families Commission ("RCCFC") aka First 5 Riverside County (hereinafter the "COMMISSION" or "COUNTY") and Children and Families Commission of San Bernardino ("CONTRACTOR"). The parties hereto mutually agree as provided herein, including Attachments attached hereto and incorporated herein by reference.

1. **PROJECT**: CONTRACTOR shall perform services for the COMMISSION as stated in Attachments A and B and incorporated into this contract. CONTRACTOR shall perform these services in a complete, skillful and professional manner. CONTRACTOR shall not provide any services which shall cause COMMISSION to incur additional costs beyond those stated in this Contract without the proper advance written consent of COMMISSION.

2. **TIME FOR PERFORMANCE**: The project shall begin on **07/01/2025** and shall be completed on or **before 06/30/2026**, or at such other time as is mutually agreed upon in writing by COMMISSION and CONTRACTOR as provided herein.

3. **COMPENSATION**: The total amount of compensation to be paid to CONTRACTOR for the services to be provided pursuant to this contract (including any and all costs incurred by CONTRACTOR) shall not exceed **NINETY-EIGHT THOUSAND DOLLARS ($98,000)** for this contract.

4. **TERMINATION**: This contract may be terminated by CONTRACTOR or COMMISSION, for no cause, with a thirty (30) days written notice to the other party, as provided herein. In addition, it is mutually agreed and understood that the obligation of COMMISSION is limited and contingent upon the availability of Proposition 10 funds for payment to CONTRACTOR; and that this contract may be immediately terminated by COMMISSION if funds are no longer available. In the event COMMISSION abandons or postpones the project, or terminates the project for lack of funds, then COMMISSION shall make payment for all services provided by CONTRACTOR to the date of written notice of termination.

5. **LICENSES: COMPLIANCE WITH LAWS**: CONTRACTOR, including its employees and agents, shall maintain all licenses required by law or regulation while performing services under this contract. CONTRACTOR shall at all times comply with all laws and regulations applicable to the services provided pursuant to this contract.

6. **CONFIDENTIALITY**: CONTRACTOR shall maintain the confidentiality of information, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any individual person and which shall be used only for carrying out the obligation of CONTRACTOR under this contract. CONTRACTOR shall not disclose any information, except as specifically permitted by this contract. CONTRACTOR shall observe all Federal, State, County and COMMISSION regulations concerning confidentiality of records.

7. **CONFLICT OF INTEREST**: The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

8. **WORK PRODUCT**: All reports, preliminary findings or data assembled or compiled by CONTRACTOR under this Contract shall become the property of COMMISSION. COMMISSION reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without prior, written authorization from the COMMISSION.

9. **ADMINISTRATION**: The Executive Director of COMMISSION (or designee) shall administer this contract on behalf of COMMISSION.

10. **RECORDS AND REPORTS**: Contractor shall maintain accurate and complete financial and performance records for a minimum of two (2) years from the date of final payment under this contract,

or until any relative County, State, and/or Federal audits of which Contractor is made aware of are completed, whichever is later, and shall maintain such records locally, to be made available for inspection by Contractor upon reasonable request.

11. **INSURANCE**: Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Contract. As respects to the insurance section only, the COUNTY herein refers to the COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY OF RIVERSIDE.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name COUNTY of RIVERSIDE as Additional Insured. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then CONTRACTOR shall maintain liability insurance for all owned, non- owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY OF RIVERSIDE as an Additional Insured.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall furnish the COUNTY with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance

shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.

7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

12. **INDEPENDENT CONTRACTOR**: CONTRACTOR and its employees and agents shall act at all times in an independent capacity with regard to performance of services rendered pursuant to this contract; and CONTRACTOR shall not act as, shall not be, and shall not in any manner be construed to be, agents, officers or employees of COMMISSION and/or of the COUNTY. There shall be no employer-employee relationship between COMMISSION and CONTRACTOR, or between the COUNTY and CONTRACTOR; and CONTRACTOR and its employees and agents shall not be entitled to any benefits payable to the COMMISSION employees. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR's behalf and for CONTRACTOR's employees, including but not limited to all federal and state income taxes and withholdings. COMMISSION shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify COMMISSION, and/or COUNTY against any and all claims that may be made against COMMISSION, and/or COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and CONTRACTOR shall indemnify COMMISSION for any and all federal or state withholding or retirement payments which COMMISSION may be required to make pursuant to federal or state law.

13. **INDEMNIFICATION AND HOLD HARMLESS**: CONTRACTOR shall indemnify and hold harmless COMMISSION, the COUNTY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees" or "COUNTY") from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of

any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Contract shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

A. Where CONTRACTOR is a public entity, as defined by applicable law, the COMMISSION and CONTRACTOR, to the extent that liability may be imposed on the COMMISSION by the provisions of Government Code Section 895.2, shall be liable for their own acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the COMMISSION or CONTRACTOR, their employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the COMMISSION and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause their insurers to do likewise.

B. CONTRACTOR agrees to indemnify the COMMISSION for all federal/state withholding or state retirement payments, which the COMMISSION may be required to make by the federal or state government as a result of this Contract. If for any reason, CONTRACTOR is determined not to be an independent contractor to the COMMISSION in carrying out the terms of the Contract, such indemnification shall be paid in full to the COMMISSION upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.

14. **NONDISCRIMINATION**: The CONTRACTOR shall not discriminate in the provision of its services, recruiting, hiring, promotion, demotion or termination practices on the basis of ethnic group identification, race, religious creed, color, ancestry, national origin, sexual preference, sex, marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action.

15. **NOTICES**: All correspondence and notices required or produced by this contract shall be delivered to the respective parties at the addresses set forth below, and are deemed submitted one (1) day after their deposit in the United States mail, postage prepaid:

COMMISSION:
Tammi Graham
Executive Director
First 5 Riverside County
585 Technology Court
Riverside, CA 92507

CONTRACTOR:
Karen E. Scott
Executive Director
Children and Families Commission of San Bernardino
735 East Carnegie Drive Suite 150
San Bernardino, CA 92408

or to such other address as may be designated by the respective parties.

16. **GOVERNING LAW AND VENUE**: This contract is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the COUNTY, State of California. Should action be brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted. The provisions of the Government Claims Act (Government Code section 900, et seq.) must be followed first for any disputes under this contract.

17. **ASSIGNMENT**: Neither this contract nor any part thereof shall be assigned by CONTRACTOR without the prior written consent of COMMISSION.

18. **WAIVER**: Any waiver by COMMISSION of any one or more of the terms of this contract shall not be construed to be a waiver of any subsequent breach of the same or of any other term of this contract.

19. **ALTERATION AND/OR AMENDMENT**: No alteration or variation in the terms of this contract shall be valid unless made in writing and signed by both parties; and no oral understanding or Contract not incorporated herein by specific reference shall be binding on the parties. The terms contained in this contract shall represent the entire contract between the parties with respect to the services to be provided by CONTRACTOR.

20. **SEVERABILITY**: In the event any provision in this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

21. **DISALLOWANCE**: In the event CONTRACTOR receives payment for services under this contract which are later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to COMMISSION upon written request. COMMISSION retains the option to offset the amount disallowed from any payment due to CONTRACTOR under this contract, or under any other contract or agreement between CONTRACTOR and COMMISSION.

22. **CERTIFICATION OF AUTHORITY TO EXECUTE CONTRACT**: CONTRACTOR certifies that the individual signing below has authority to execute this contract on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this contract, including Attachments A and B.

23. **COUNTERPARTS**: This Contract may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Contract agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Contract. The parties further agree that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

Signature Page Follows

IN WITNESS, WHEREOF, the parties hereto have caused their duly authorized representative to execute this contract.

Authorized Signature for COMMISSION:	**Authorized Signature for CONTRACTOR:**
Tammi Graham, Executive Director	Karen E. Scott, Executive Director and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	735 East Carnegie Drive Suite 150 San Bernardino, CA 92408
APPROVED AS TO FORM SIGNATURE:	Elliot Weinstein M.D. Commission Chair and Authorized Signatory
Kristine Bell-Valdez Supervising Deputy County Counsel	Date Signed: 9/5/25
Date Signed:	735 East Carnegie Drive Suite 150 San Bernardino, CA 92408
ATTEST SIGNATURE:	
Lynn M. Stephens Executive Assistant IV	
Date Signed:	

ATTACHMENT A: SCOPE OF SERVICE

Contractor: Children and Families Commission of San Bernardino
Program: IMPACT Legacy
Contract #: CF26108
Term: 07/01/2025 – 06/30/2026

CONTRACTOR shall, under the direction of the Executive Director of the Riverside County Children and Families Commission, or designee, provide services in accordance with, but not limited to, the specifications and scope of work identified in this Attachment A, incorporated herein by reference.

Program Overview:

The PROJECT supports CCRC's needs for VerticalChange to serve as a data management platform that offers a user-friendly interface for data to be entered by CCRC staff and Quality Start San Bernardino (QSSB) child care providers, teachers, their assigned professional development coaches, program staff, and program administrators. CCRC will be actively involved in all aspects of QSSB and serves as the operational lead or co-lead for Quality Improvement, Database and Evaluation, and Communications components of QSSB. CCRC's Research Division is responsible for providing research and process evaluation services under a QSSB Contract that is effective July 1, 2025 through June 30, 2026.

Scope of Work Details:

1. Procurement, coordination, and support preparation of the Common Data Fields (CDF) file for First 5 California (F5CA). Allowable expenses include the purchase of, or usage fees associated with a QRIS data system from the approved vendor list maintained by FSCA.
2. Personnel costs associated with the operation, development, and/or support of an approved data system expenses and local assessment costs; costs associated with regional work, local staff development, and other costs allowable by the approved First 5 California IMPACT Legacy Grant Award Notice for Grant Agreement Number (GAN) GAN LEGACY 2023-09 A2: IMPACT Legacy.

ATTACHMENT B: PAYMENT PROVISIONS

CONTRACTOR shall be compensated for services rendered pursuant to this contract as follows. Total payments shall not exceed **NINETY-EIGHT THOUSAND ($98,000)** for this contract.

A. **Fee**: COMMISSION shall reimburse CONTRACTOR, upon submission by CONTRACTOR, of an acceptable invoice for actual expenses incurred under the terms of this contract. Payment shall be due to CONTRACTOR within thirty (30) days of COMMISSION's receipt of the invoice.

1. Payment shall be made in accordance with satisfactory completion of the Milestones below and upon receipt of an acceptable invoice to include:

    a. CONTRACTOR's name,
    b. CONTRACTOR's address,
    c. Contract number,
    d. Assigned invoice number,
    e. Supporting documents (if applicable), and
    f. Payment amount due.

B. Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a basis with input and submission completed by the 20th calendar day of the month following Contract performance. Fiscal expenditures occurring in the 4th quarter (April, May and June) may be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence.

ATTACHMENT C: BUDGET

FISCAL YEAR 2025-2026		
Category	**Description**	**Amount**
Operational Expenses	VerticalChange: Up to 600 Sites and 50 Administrator Users	**$98,000**
SUBTOTAL:		**$98,000**

FIRST 5 SAN BERNARDINO

Stronger starts, better life

AGENDA ITEM 4
October 29, 2025

Subject	Contract EC053 with Reach Out and Read Inc. for Reach Out and Read Services.
Recommendations	Approve Contract EC053 with Reach Out and Read Inc. in a cumulative total amount of $710,456 for a term from November 1, 2025, through June 30, 2028, for Reach Out and Read services for children and families. (Presenter: Erin Meier, Administrative Supervisor I, 386.7706)
Financial Impact	$710,456 for November 1, 2025, through June 30, 2028.

Background Information

First 5 San Bernardino (F5SB) has contracted with the American Academy of Pediatrics (AAP), Chapter 2 since January of 2016 to provide Reach Out and Read services. Reach Out and Read, Inc. is an evidence-based intervention. Peer-reviewed and published studies show that literacy-promoting interventions by a pediatrician using the Reach Out and Read, Inc. model have a significant effect on parental behavior and attitudes toward reading aloud. Studies also show that parents who receive books and literacy counseling from their pediatricians are more likely to read to their young children and to bring more books into the home.

As of 2025, the program has grown to 32 pediatrician sites throughout San Bernardino County providing a book to families at each of their well-child visits. In addition, the program encourages pediatric offices to promote literacy through their office décor, provide a reading space for the children while they wait for their appointments, and talk to parents about the importance of literacy in a child's life and the many benefits it brings.

This year, it was mutually agreed by F5SB and AAP to dissolve the contract in good standing and contract directly with Reach Out and Read Inc. to continue the program in San Bernardino County. Reach Out and Read Inc. has established themselves as the partner of choice to administer the program as it is their product.

Reach Out and Read Inc. is a U.S. nonprofit organization that promotes reading. Reach Out and Read, Inc. is a national early literacy organization working directly with pediatric care providers to share the lifelong benefits that result from families reading aloud to their children every day. Reading proficiency is one of the greatest predictors of children's success in school, their likelihood of going to college, and their future earning potential, according to a 2010 study by the Annie E. Casey Foundation. With nearly 60 percent of third graders in San Bernardino County scoring below grade level in reading skills F5SB continues to prioritize steps to ensure that parents and caregivers are knowledgeable of and can utilize effective early learning resources in their child's development.

Approval of this item supports the **Early Learning** Strategic Priority Area 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. • School readiness is promoted through increasing access to early literacy support and materials.
Review	Dawn Martin, Commission Counsel

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

FOR COMMISSION USE ONLY					
[X] New [ ] Change [ ] Cancel	Vendor Code 20000092	SC	Dept. 903	A	Contract Number EC053

CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

STANDARD CONTRACT

Organization Children and Families Commission		Contractor's License No.
Commission Representative Cindy Faulkner, Assistant Director	Telephone 909-386-7706	Total Contract Amount $710,456

Contract Type
[ ] Revenue [X] Encumbered [ ] Unencumbered [ ] Other:

If not encumbered or revenue contract type, provide reason:

Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount
95200	November 1, 2025	June 30, 2028	$	

Cost Center	GL Account	Internal Order No.	Amount
9033009900	53003357		$710,456
Cost Center	GL Account	Internal Order No.	
Cost Center	GL Account	Internal Order No.	Amount

Abbreviated Use	FY	Amount	I/D	FY	Amount	I/D
ROR		$				
	25-26	$210,000				
	26-27	$244,125				
	27-28	$256,331				

(Estimated Payment Total by Fiscal Year)

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

Legal Name (hereinafter called the Contractor)
Reach Out and Read, Inc.

Department/Division

Address
308 Congress Street, 6th Floor
Boston, MA 02210

Program Address (if different from legal address):

Phone
617-455-0600

Federal ID No.
04-3481253

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

☐ Contract Database	☐ FAS
Input Date	**Keyed By**

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.

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 <u>and</u> 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.pdfare 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.

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.

Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. <u>Waiver of Subrogation Rights</u> – 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. <u>Policies Primary and Non-Contributory</u> – 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. <u>Severability of Interests</u> – 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. <u>Proof of Coverage</u> – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. <u>Acceptability of Insurance Carrier</u> – 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. <u>Deductibles and Self-Insured Retention</u> - Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

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

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

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

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

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

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

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

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

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

1) Premises operations, fixed assets and mobile equipment.

2) Products and completed operations.

3) Broad form property damage (including completed operations).

4) Explosion, collapse and underground hazards.

5) Personal injury

6) Contractual liability.

7) $2,000,000 general aggregate limit.

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

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

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

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

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

or

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

or

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

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

f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Attorney's Fees and Costs

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

X. Ownership Rights

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

Y. Attribution

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

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.

- 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.

- 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.

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; and

   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; and

   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. Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

Contractor has disclosed to the Commission using Attachment C – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than $500 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 $500 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 $500 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 $710,456 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.

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.

Upon written request, a one-time advance of funds, not to exceed 15% of the annual contract amount, may be disbursed exclusively during the first month of the contract. All subsequent monthly reimbursements shall be determined based on actual expenditures reported, projected costs, and available cash on hand.

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

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

C. EFT Payments

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

D. Allowable Costs

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

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

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

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

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

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

E. Supplanting of Funds

In accordance with the Commission's Supplantation Policy, Contractor shall not supplant any state or local General 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 $5,000 or more, including tax, and was not included in Contractor's approved budget, shall require the prior written approval of the Executive Director of the Commission. Any such purchase shall directly relate to Contractor's services or activities under the terms of the Contract.

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

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

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

June 30th – Calendar year operations
December 31st – Fiscal year operations

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 November 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. The contract term may be extended for additional one (1)-year periods, not to exceed five (5)-years, by mutual agreement of the parties.

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. 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 sent via email the representative of following respective addresses listed below.

Contractor: Reach Out and Read, Inc.
308 Congress Street, 6th Floor
Boston, MA 02210

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

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

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

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

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

F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.

G. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

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

X. NONDISCRIMINATION

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

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

2. Civil Rights Compliance

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

D. Sexual Harassment

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

continued on next page

XIII. CONCLUSION

A. This Contract, consisting of 21 pages and Attachments A, 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	REACH OUT AND READ, INC.
	Legal Entity
► ______________________	► ______________________
Authorized Signature	Authorized Signature
Elliot Weinstein M.D.	
Printed Name	Printed Name
Commission Chair	
Title	Title
Dated	Dated

Official Stamp

Reviewed for Processing	Approved as to Legal Form	Presented to Commission for Signature
► ______________________	► ______________________	► ______________________
Cindy Faulkner	Dawn Martin	Karen E. Scott
Assistant Director	Commission Counsel	Executive Director
Date	Date	Date

FIRST 5 SAN BERNARDINO

Agency Name:	Reach Out and Read	**Contract # EC053**	**Service Area:**	San Bernardino County-wide
Program Name:	**Reach Out and Read Inland Empire**		**Period:**	November 1, 2025 – June 30, 2028

Expectations	To promote early literacy, family bonding, and school readiness in pediatric exam rooms. Reach Out and Read (ROR) is a national research-based model incorporated into clinical settings that provides well-child visits for children from 6 months to 5 years of age. Developmental surveillance is happening while a book is given to children and families along with anticipatory guidance and our program staff advise pediatricians and supporting staff on how to operate with high-fidelity, provide resources that can be disbursed to communities, increase awareness about the Reach Out and Read program in efforts to ensure that every child is read to every day.
Outcomes	Stabilizing current operations and ensuring program delivery with fidelity—through rigorous provider training, consistent book distribution, and authentic 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**
Maintain current number of ROR-IE sites in San Bernardino County	ROR-California staff will provide ongoing support to existing clinical partners to ensure program fidelity and sustainability. This includes regular communication with site leadership, quarterly coaching for clinicians, and monitoring of book distribution and data reporting. Program staff will also supply culturally responsive books, refresh training for new staff as needed, and strengthen relationships with site administrators to reinforce long-term stability.	This activity is performed by program staff daily	Monthly	Complete a *Reach Out and Read Reporting* Assessment in the Monitoring section of Persimmony	Report any successes and/or challenges in the Performance Measures section of Persimmony.
Reach a 75% training rate for active sites	Program implementation: having sites fully trained increases the likelihood that ROR-IE is running with high fidelity and provides a foundation of knowledge for sites to set them up for greater success.	This activity is performed by program staff monthly.	Monthly	Complete a *Reach Out and Read Reporting* Assessment in the Monitoring section of Persimmony	Report any successes and/or challenges in the Performance Measures section of Persimmony.

	Calculated by: The total number of required contacts at active sites who have completed training is divided by the total number of contacts required to complete training.				
Distribute books to active pediatric sites	All children attending well-child visits at active pediatric sites in San Bernardino County receive a developmentally appropriate book, ensuring that literacy promotion is fully integrated into pediatric care and aligned with the Reach Out and Read model.	This activity is performed at the point of service.	Monthly	Complete a *Reach Out and Read Reporting* Assessment in the Monitoring section of Persimmony	Report any successes and/or challenges in the Performance Measures section of Persimmony.

Submit 3-5 clinic success stories each year	Program Promotion: This will allow the opportunity for an in-depth look into the success and activities happening in San Bernardino County and highlight the benefits of the work done throughout the ROR-IE program. As program staff continues to support sites, these stories will be compiled and shared in local media outlets.	This activity will be performed by program staff quarterly	Quarterly	N/A	A success story highlighting a new site that is doing well, sites that have done well advocating within their clinics, and large book distribution numbers or healthcare systems. A PDF document of 1-2 pages (picture included) will be submitted in the Performance Measures section of Persimmony.

Seek 2 additional funding opportunities for ROR-IE.	• Partnerships with Local Businesses: Collaborate with local bookstores, libraries, and businesses to sponsor or host reading events. Establish partnerships with corporate sponsors interested in supporting educational initiatives. • Community Fundraising Events: Organize fundraising events, such as literacy walks or storytelling festivals. • Host charity dinners or events with proceeds going towards sustaining the program. • Grant Applications: Research and apply for grants from foundations, governmental agencies, and philanthropic organizations that support literacy and education. Corporate Sponsorships: Seek partnerships with corporations that align with the program's values, encouraging them to sponsor specific activities or provide in-kind donations.	This activity is performed by program staff daily	Semi-Annually	N/A	Submit a summary of additional funding sought or obtained for the ROR-IE program – including types of funding, amounts, and dates – in the Performance Measures section of Persimmony.

Data Type:	Quantitative & Qualitative	
Reporting Period:	Monthly, Quarterly, and Simi-Annually	Due: By the 15th of the following month

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

ORGANIZATION:	Reach Out and Read Inc	DIRECTOR:	Sia Y. Magadan	PROGRAM YEAR:	2025-2026
PROGRAM TITLE:	Inland Empire Support	PROGRAM DIRECTOR:	Cynthia Little	TOTAL BUDGET:	$ 210,000.00
INITIATIVE:		FINANCE OFFICER:	Mashael Vidal	RFP/CONTRACT #:	EC053

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	Cynthia Little	Program Director	0.50	53.85	1040	24%	56,000	13,440	69,440	138,880	50%	The ROR-IE Program Director will provide literacy promotion through pediatrician's offices at children's well-child visits (ages 6 months to 5 years) throughout San Bernardino County.
	Total Salaries & Benefits						$ 56,000	$ 13,440	$ 69,440	$ 138,880		

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

ORGANIZATION:	Reach Out and Read Inc	**DIRECTOR:**	Sia Y. Magadan	**PROGRAM YEAR:**	2025-2026
PROGRAM TITLE:	Inland Empire Support	**PROGRAM DIRECTOR:**	Cynthia Little	**TOTAL BUDGET:**	$ 210,000.00
INITIATIVE:	0	**FINANCE OFFICER:**	Mashael Vidal	**RFP/CONTRACT #:**	EC053

II.	SERVICES & SUPPLIES			
	Expense:	% of Allocation:	**TOTAL F5SB BUDGET ($)**	Description/Justification:
1	Books for Pediatric Well-Child Visits	57%	119,546	Estimated 40,000 books at average cost of 3.50 per book
2	Printing	0%	924	Literacy materials and other relevant program materials
3	Postage	0%	1,000	Any and all costs related to shipping and mailings
	Total Services & Supplies		$ 121,469	

III.	FOOD		
	Event(s):	**TOTAL F5SB BUDGET ($)**	Description/Justification:
3	N/A		
	Total Food	$ -	

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

V.	SUBCONTRACTORS		
	Organization Name:	**TOTAL F5SB BUDGET ($)**	Description/Justification:

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

ORGANIZATION:	Reach Out and Read Inc	**DIRECTOR:**	Sia Y. Magadan	**PROGRAM YEAR:**	2025-2026
PROGRAM TITLE:	Inland Empire Support	**PROGRAM DIRECTOR:**	Cynthia Little	**TOTAL BUDGET:**	$ 210,000.00
INITIATIVE:	0	**FINANCE OFFICER:**	Mashael Vidal	**RFP/CONTRACT #:**	EC053

1	N/A			
	Total Subcontractors		$ -	
VI.	INDIRECT COSTS			
	Percent:	10%	19,091	
	Basis:	De Minimis		
	Total Indirect Costs		$ 19,091	
TOTAL FIRST 5 BUDGET			$ 210,000	

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

ORGANIZATION:	Reach Out and Read Inc	DIRECTOR:	Sia Y. Magadan	PROGRAM YEAR:	2026-2027
PROGRAM TITLE:	Inland Empire Support	PROGRAM DIRECTOR:	Cynthia Little	TOTAL BUDGET:	$ 244,125.00
INITIATIVE:		FINANCE OFFICER:	Mashael Vidal	RFP/CONTRACT #:	EC053

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	Cynthia Little	Program Director	0.50	54.92	1040	24%	57,120	13,709	70,829	141,658	50%	The ROR-IE Program Director will provide literacy promotion through pediatrician's offices at children's well-child visits (ages 6 months to 5 years) throughout San Bernardino County.
	Total Salaries & Benefits						$ 57,120	$ 13,709	$ 70,829	$ 141,658		

ATTACHMENT B

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

ORGANIZATION:	Reach Out and Read Inc	**DIRECTOR:**	Sia Y. Magadan	**PROGRAM YEAR:**	2026-2027
PROGRAM TITLE:	Inland Empire Support	**PROGRAM DIRECTOR:**	Cynthia Little	**TOTAL BUDGET:**	$ 244,125.00
INITIATIVE:	0	**FINANCE OFFICER:**	Mashael Vidal	**RFP/CONTRACT #:**	EC053

II.	SERVICES & SUPPLIES			
	Expense:	% of Allocation:	**TOTAL F5SB BUDGET ($)**	Description/Justification:
1	Books for Pediatric Well-Child Visits	61%	149,083	Estimated 42,595 books at average cost of 3.50 per book
2	Printing	0%	970	Literacy materials and other relevant program materials
3	Postage	0%	1,050	Any and all costs related to shipping and mailings
	Total Services & Supplies		$ 151,103	

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

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

V.	SUBCONTRACTORS

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

ORGANIZATION:	Reach Out and Read Inc	**DIRECTOR:**	Sia Y. Magadan	**PROGRAM YEAR:**	2026-2027
PROGRAM TITLE:	Inland Empire Support	**PROGRAM DIRECTOR:**	Cynthia Little	**TOTAL BUDGET:**	$ 244,125.00
INITIATIVE:	0	**FINANCE OFFICER:**	Mashael Vidal	**RFP/CONTRACT #:**	EC053

	Organization Name:		**TOTAL F5SB BUDGET ($)**	Description/Justification:
1	N/A			
	Total Subcontractors		$ -	
VI.	INDIRECT COSTS			
	Percent:	10%	22,193	
	Basis:	De Minimis		
	Total Indirect Costs		$ 22,193	
TOTAL FIRST 5 BUDGET			$ 244,125	

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

ORGANIZATION:	Reach Out and Read Inc	**DIRECTOR:**	Sia Y. Magadan	**PROGRAM YEAR:**	2027-2028
PROGRAM TITLE:	Inland Empire Support	**PROGRAM DIRECTOR:**	Cynthia Little	**TOTAL BUDGET:**	$ 256,331.00
INITIATIVE:		**FINANCE OFFICER:**	Mashael Vidal	**RFP/CONTRACT #:**	EC053

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	Cynthia Little	Program Director	0.50	56.00	1040	24%	58,240	13,978	72,218	144,435	50%	The ROR-IE Program Director will provide literacy promotion through pediatrician's offices at children's well-child visits (ages 6 months to 5 years) throughout San Bernardino County.
	Total Salaries & Benefits						$ 58,240	$ 13,978	$ 72,218	$ 144,435		

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

ORGANIZATION:	Reach Out and Read Inc	**DIRECTOR:**	Sia Y. Magadan	**PROGRAM YEAR:**	2027-2028
PROGRAM TITLE:	Inland Empire Support	**PROGRAM DIRECTOR:**	Cynthia Little	**TOTAL BUDGET:**	$ 256,331.00
INITIATIVE:	0	**FINANCE OFFICER:**	Mashael Vidal	**RFP/CONTRACT #:**	EC053

II.	SERVICES & SUPPLIES			
	Expense:	% of Allocation:	**TOTAL F5SB BUDGET ($)**	Description/Justification:
1	Books for Pediatric Well-Child Visits	62%	158,690	Estimated 43,340 books at average cost of 3.50 per book
2	Printing	0%	1,019	Literacy materials and other relevant program materials
3	Postage	0%	1,102	Any and all costs related to shipping and mailings
	Total Services & Supplies		$ 160,811	

III.	FOOD		
	Event(s):	**TOTAL F5SB BUDGET ($)**	Description/Justification:
3	N/A		
	Total Food	$ -	

IV.	TRAVEL			
	Destination:	Purpose:	**TOTAL F5SB BUDGET ($)**	Description/Justification:
1	N/A			
	Total Travel		$ -	
V.	SUBCONTRACTORS			

ATTACHMENT B

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

ORGANIZATION:	Reach Out and Read Inc	**DIRECTOR:**	Sia Y. Magadan	**PROGRAM YEAR:**	2027-2028
PROGRAM TITLE:	Inland Empire Support	**PROGRAM DIRECTOR:**	Cynthia Little	**TOTAL BUDGET:**	$ 256,331.00
INITIATIVE:	0	**FINANCE OFFICER:**	Mashael Vidal	**RFP/CONTRACT #:**	EC053

			TOTAL F5SB BUDGET ($)	Description/Justification:
	Organization Name:			
1	N/A			
	Total Subcontractors		$ -	
VI.	INDIRECT COSTS			
	Percent:	10%	23,303	
	Basis:	De Minimis		
	Total Indirect Costs		$ 23,303	
TOTAL FIRST 5 BUDGET			$ 256,331	

ATTACHMENT C
Levine Act –
Campaign Contribution Disclosure
(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or policy
- Personal employment contracts
- Contracts under $50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or $50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing 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 or employees 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-subsidiary 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: ____

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

6. Name of agent(s) of Contractor:

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

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):

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

9. Was a campaign contribution, of more than $500, made to any member of the Commission within the prior 12 months, 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 $500 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.

FIRST 5 SAN BERNARDINO

Stronger starts, better life

AGENDA ITEM 5
October 29, 2025

Subject	Employment Contracts: Honesty Pierson and Itzel Quinonez, Senior Office Assistant, Ernest Marquez and Raylena Figuera, Staff Analyst II, Ethan Flowrest and Santos Ayon as Accountant II.
Recommendations	Receive information on approval of employment contracts entered into by San Bernardino County upon request of the Children and Families Commission with the following individuals for the period of July 26, 2025 – March 31, 2028: a) Honesty Pierson as a Senior Office Assistant b) Itzel Quinonez as a Senior Office Assistant c) Ernest Marquez as a Staff Analyst II d) Raylena Figueroa as a Staff Analyst II e) Ethan Flowrest as an Accountant II f) Santos Ayon as an Accountant II (Presenter: Karen E. Scott, Executive Director, 386.7706)
Financial Impact	This item does not impact Discretionary Funding (Net County Cost). The estimated annual cost of the employment contracts in total is $507,730 and will be reimbursed by the Children and Families Commission's (Commission) Trust Fund. Adequate appropriation and revenue have been included in the 2025-2026 Commission budget and will be included in future recommendation budgets.
Background Information	On June 5, 2025, the San Bernardino County Appointing Authority (Gilbert Ramos) approved contract No. 25-230 with Honesty Pierson as Senior Office Assistant for the Commission, for the estimated cost of $61,560 ($43,972 salary, $17,588 benefits), for the period of July 26, 2025 – March 31, 2028, with the option to extend the Contract a maximum of three consecutive one-year periods. On June 13, 2025, the San Bernardino County Appointing Authority (Gilbert Ramos) approved contract No. 25-236 with Itzel Quinonez as Senior Office Assistant for the Commission, for the estimated cost of $58,734 ($41,953 salary, $16,781 benefits), for the period of July 26, 2025 – March 31, 2028, with the option to extend the Contract a maximum of three consecutive one-year periods. On June 17, 2025, the San Bernardino County Appointing Authority (Gilbert Ramos) approved Contract No. 25-240 with Ernest Marquez and Contract No. 25-241 with Raylena Figueroa, as Staff Analyst II's for the Commission, for the estimated cost of $99,181 ($70,844 salary, $28,337 benefits), for the period of July 26, 2025 – March 31, 2028 with the option to extend the Contract a maximum of three consecutive one-year periods. On June 25, 2025, the San Bernardino County Appointing Authority (Gilbert Ramos) approved Contract No. 25-251 with Ethan Flowrest as Accountant II for the Commission, for the estimated cost of $89,893 ($64,209 salary, $25,684 benefits), for the period of July 26, 2025 – March 31, 2028, with the option to extend the Contract a maximum of three consecutive one-year periods.

On June 25, 2025, the San Bernardino County Appointing Authority (Gilbert Ramos) approved Contract No. 25-252 with Santos Ayon as Accountant II for the Commission, for the estimated cost of $99,181 ($70,944 salary, $28,337 benefits), for the period of July 26, 2025 – March 31, 2028, with the option to extend the Contract a maximum of three consecutive one-year periods.

The Staff Analyst II position will perform various duties including managing and overseeing strategic initiatives, developing and maintaining strong relationships with stakeholders and partners, maintaining a strong presence in the community to understand local needs and opportunities, maintain contract compliance and overall analysis.

The Accountant II position will perform various duties including various accounting functions, reviewing reimbursement claims, contracts, budget oversight and assist with processing the operational expenses of the department.

The Senior Office Assistant position will perform various duties including office management, ordering supplies, providing resources to the community, and overall support to staff.

For the Senior Office Assistant positions and at the request of the Commission, the Human Resources Department provided a certification list on April 17, 2025, which contained 105 eligible candidates established for the position of Senior Office Assistant. 21 Candidates were chosen to conduct interviews. Of those candidates, seven never replied, two cancelled, two never showed up and one accepted another position. On May 28-29, 2025, three members of the Commission's leadership team interviewed the nine remaining candidates. An additional candidate was added to the interview process based on serving as a temporary employee in the same position for five months prior. Based on their experience, the Commission recommends employment contracts with Itzel Quinonez and Honesty Pierson as Senior Office Assistant at a starting salary of $20.17 per hour and $21.14, respectively.

For the Staff Analyst positions and at the request of the Commission, the Human Resources Department provided a certification list on May 7, 2025, which contained seven eligible candidates established for the position of Staff Analyst II. Two candidates declined to interview. From June 9-11, 2025, two members of the Commission's leadership team interviewed the seven remaining candidates. Based on their experience, the Commission recommends employment contracts with Ernest Marquez and Raylena Figueroa as Staff Analysts at a starting salary of $34.06 per hour.

For the Accountant II positions and at the request of the Commission, the Human Resources Department provided a certification list on June 2, 2025, which contained eight eligible candidates established for the position of Accountant II. One candidate declined to interview. On June 16 – 17, 2025, two members of the Commission's leadership team intervened the seven remaining candidates. Based on their experience, the Commission recommends employment contracts with Santos Ayon and Ethan Flowrest as Accountant II's at a starting salary of $34.06 and $30.87 per hour, respectively.

Review Dawn Martin, Commission Counsel

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