FIRST 5 SAN BERNARDINO
Stronger starts, better life

Agenda: Children and Families Commission

July 08, 2026 at 03:30 PM
Commission Conference Room
735 East Carnegie Drive, Suite 150
San Bernardino, California 92408

Commissioners: Chair Dr. Elliot Weinstein, MD, Vice Chair, Dr. Gwen Dowdy-Rodgers, Ted Alejandre, Supervisor Joe Baca, Jr., Gary Ovitt, Janki Patel and Gilbert Ramos

Others: Dawn Martin, County Counsel, Cindy Faulkner, Interim Executive Director, Traci Homan, Commission Clerk and Michael Limon, Supervising Office Assistant

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1. Call to Order

1.1 Roll Call

2. Pledge of Allegiance

Chair or designee will lead the Pledge of Allegiance.

3. Special Presentation

No special presentations for today's meeting.

4. 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.

5. Report

Interim Executive Director's Report by Cindy Faulkner

6. Consent Item

6.1 Minutes from June 3, 2026, Commission Meeting — Page 5

Approve Minutes from June 3, 2026 Commission Meeting
(Presenter: Traci Homan, Executive Administrative Assistant III, 386.7706)

6.2 First 5 California IMPACT Legacy Agreement and Contract with First 5 Riverside County. — Page 9

Approve the following Agreement and Contract with Riverside County Children and Families Commission from July 1, 2026 through June 30, 2027:

a. Agreement No. CF26139 for the Provision of Services not to exceed the amount of $757,830.01 awarded through First 5 California for the IMPACT Legacy RFA to support Quality Start San Bernardino.
b. Contract No. CF26137 for Professional Services in the amount of $98,000 to support the Quality Start San Bernardino data system through the Region 9 Hub for the First 5 California IMPACT Legacy Initiative.

(Presenter: Ernest Marquez, Staff Analyst II, 386.7706)

6.3 IMPACT Legacy Quality Start San Bernardino Contracts — Page 66

Approve the following Contracts for implementation of Quality Start San Bernardino for Fiscal Year 2026-2027 retroactive to July 1, 2026:

a. University Enterprises Corporation/California State University, San Bernardino, Contract No. 26-032, in the amount of $221,724, to enhance higher education opportunities in early care and education and conduct site assessments; and
b. San Bernardino County Superintendent of Schools for Contract No. 26-035, in the amount of $164,179, for administrative services; and
c. Child Care Resource Center for Contract No. 26-039, in the amount of $1,447,321, for outreach and enrollment, coordination of quality improvement services, program evaluation and professional development.

(Presenter: Ernest Marquez, Staff Analyst II, 386.7706)

6.4 Quality Counts California Quality Start San Bernardino Contracts — Page 155

Approve the use of Quality Counts California funding for the following Contracts for implementation of Quality Start San Bernardino for Fiscal Year 2026-2027 retroactive to July 1, 2026:

a. University Enterprises Corporation/California State University, San Bernardino, for Contract No. 26-033, in the amount of $60,030, to enhance higher education opportunities in early care and education and conduct site assessments; and
b. San Bernardino County Superintendent of Schools for Contract No. 26-034, in the amount of $23,176, for administration services; and
c. Child Care Resource Center for Contract No. 26-038, in the amount of $764,819, for outreach and enrollment, coordination of quality improvement services, program evaluation and professional development.

(Presenter: Ernest Marquez, Staff Analyst II, 386.7706)

6.5 Contract Amendment with Inland Empire Community Collaborative - Children's Cabinet Page 243

Approve Amendment A2 for Contract 26-042 (formerly referenced as Contract No. IC051) with the Inland Empire Community Collaborative - Children's Cabinet for $186,938, extending the term for one-additional year through June 30, 2027, for a cumulative total not to exceed $671,241, for the total contract term of March 1, 2023, through June 30, 2027 retroactive to July 1, 2026.
(Presenter: Raylena Figueroa, Staff Analyst II, 386.7706)

7. Discussion Items

7.1 Contract with the San Bernardino County Department of Children and Family Services for Champions for Primary Prevention Initiative. Page 254

Approve Contract No. 26-044 with San Bernardino County in the amount of $1,600,000 for August 4, 2026, through June 30, 2028, for Champions for Primary Prevention Initiative.
(Presenter: Dr. Wendy Lee, Systems Integration Officer, 386.7706)

7.2 Contract with Eide Bailly, LLP, for auditing and accounting services. Page 291

Approve Contract No. 26-049 with Eide Bailly, LLP, to conduct annual audits and

develop and prepare reports of First 5 San Bernardino's Financial Statements, in the amount of $300,298, for July 8, 2026, through June 30, 2031.
(Presenter: Samuel Wong, Chief Financial Officer, 386.7706)

8. Information Item
No information items on today's agenda

9. Public Comment

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

10. Commissioner Roundtable

Open to comments by the Commissioners

11. Closed Session

A. **Public Employee Performance Evaluation (Government Code section 54957)**
Title: Interim Executive Director of Children and Families Commission

B. **Public Employee Appointment (Government Code section 54957)**
Titles: Executive Director of Children and Families Commission
Interim Executive Director of Children and Families Commission

C. **Conference with Labor Negotiator (Government Code section 54957.6)**
Agency Designated Representative: Ellen Hendrickson and Jose Mancilla
Unrepresented Employee: Executive Director of Children and Families Commission
Interim Executive Director of Children and Families Commission

12. Adjournment
The next Children and Families Commission meeting is scheduled for Wednesday, August 5, 2026 at the First 5 San Bernardino office located at 735 E. Carnegie Drive, Suite 150, San Bernardino beginning at 3:30 pm in the Commission Conference Room.

Item 6.1

Minutes: Children and Families Commission
June 03, 2026 @ 03:30 PM
Commission Conference Room, 735 East Carnegie Drive, Suite 150, San Bernardino, California 92408

Attendees Present: Vice Chair, Dr. Gwen Dowdy-Rodgers, Supervisor Joe Baca, Jr., Gary Ovitt and Gilbert Ramos

Administration: Traci Homan, Commission Clerk,
Michael Limon, Supervising Office Assistant, Dawn Martin, County Counsel and
Cindy Faulkner, Interim Executive Director

Regrets: Chair Dr. Elliot Weinstein, MD, Janki Patel and Ted Alejandre

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1. Call to Order

Meeting was called to Order at 3:30 PM by the Vice Chair, Dr. Gwen Dowdy Rodgers.

1.1 Roll Call

Roll call was observed Supervisor Baca Jr, Commissioner Ovitt, Commissioner Ramos and Vice Chair, Dr. Gwen Dowdy Rodgers were present.

Absent were Commissioners Janki Patel, Ted Alejandre, Chair Dr. Weinstein, M.D.

2. Pledge of Allegiance

Pledge of Allegiance was led by Vice Chair, Dr. Gwen Dowdy-Rodgers.

3. Special Presentation

Communications Officer, Kimberly VandenBosch from First 5 San Bernardino presented First 5's marketing and communications highlights from the second and third quarters of this fiscal year.

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4. Conflict of Interest Disclosure

No Commissioner present disclosed a conflict of interest related to the following agenda items.

5. Report

The Interim Executive Director reviewed the quarterly budget report, providing an update on the organization's financial status and budget performance for the quarter.

An overview of upcoming First 5 events was shared, including the Splish Splash Water Event scheduled for Friday, June 12, at Lake Gregory in Crestline. The event is designed to engage families and children in a fun, community-focused activity.

Additionally, it was announced that Ms. Faulkner will be featured in the June edition of the Inland Empire Magazine, recognizing her leadership and contributions to the community.

6. Consent Item

6.1 Approve Minutes from May 6, 2026, Budget Workshop and Commission Meeting

Moved By Supervisor Joe Baca, Jr.
Seconded By Gilbert Ramos

Carried Unanimously

7. Discussion Items

Samuel Wong Chief Financial Officer provided a summary recap of the Fiscal Year 2026-2027 and Five-Year Financial Plan. Staff Recommendation is approval with no changes.

7.1 Budget for Fiscal Year 2026-2027 and Five-Year Financial Plan

Moved By Supervisor Joe Baca, Jr.
Seconded By Gary Ovitt

Carried Unanimously,

Mr. Wong gave a brief presentation on the Fiscal Year 2026-2027 budget.

Mr. Wong reported that First 5 submitted feedback to the First 5 Association regarding the proposed increase in membership dues and indicated that First 5 San Bernardino intends to continue paying the current membership dues in the amount of $57,899. A response from the First 5 Association is expected next week.

7.2 Joint Powers Agreement and Memorandum of Understanding with Public Risk Innovation, Solutions and Management.

Moved By Supervisor Joe Baca, Jr.
Seconded By Gary Ovitt

Carried Unanimously

Mr. Wong gave a brief presentation on the Joint Powers Authority agreement.

Commissioner Ramos inquired whether this agreement was to be part of the insurance agreement. Mr. Wong clarified that it was not to be part of the insurance agreement, but rather the Joint Powers Authority agreement.

7.3 26-043 SoCal Water Babies Inc., - Implementing Drowning Prevention Education and Capacity Building Services.

Moved By Supervisor Joe Baca, Jr.
Seconded By Gilbert Ramos

Carried Unanimously

Ms. Robinson gave a brief presentation on the SoCal Water Babies, Inc.

Vice Chair, Dr. Gwen Dowdy-Rodgers asked if Ms. Van Der Linden could explain how the program works. Ms. Van Der Linden explained that referrals are generated through public service events, social media outreach such as Instagram, and partnerships with community organizations, including the Department of Children Services in Riverside County through the Apricot system. She noted that families are contacted directly by email or text, particularly those identified as having higher drowning risk factors. Ms. Van Der Linden stated that the Head Start Preschool Services program is an important referral source.

While the program is not exclusively focused on low-income families, eligibility under the proposed contract would prioritize children at high risk of drowning. She explained that 85% of participants would meet identified drowning risk criteria if they have a pool, pond or water feature in their yard, had someone drown, while the remaining 15% could quality through participation in programs such as WIC or Cal

Item 6.1

Fresh. Currently instructors are located in Loma Linda and Ontario, as well as Riverside County.

Supervisor Baca, Jr. asked if more locations would be added in the future and suggested partnering with the San Bernardino Fire Department to participate in their upcoming Drowning Prevention Day. Ms. Van Der Linden stated that there would be more locations going forward.

Commissioner Ramos asked if there was any type of braid services for transportation to the two locations. Ms. Van Der Linden replied, "Not at this time."

Commissioner Ovitt suggested contacting suntan lotion companies to see if they would fund the program. Commissioners are looking forward to working with SoCal Babies and to see how the program progresses.

8. Information Item

No information items for this meeting.

9. Public Comment

No public comments received.

10. Commissioner Roundtable

Vice Chair, Dr. Gwen Dowdy-Rodgers thanked everyone for attending and went into closed session.

11. Closed Session

12. Adjournment

Commission meeting adjourned at 4:09 p.m.

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Vice Chair, Dr. Gwen Dowdy-Rodgers

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Commission Clerk, Traci L. Homan

Item 6.2

AGENDA ITEM 6.2
July 8, 2026

Subject	First 5 California IMPACT Legacy Agreement and Contract with First 5 Riverside County
Recommendations	Approve the following Agreement and Contract with Riverside County Children and Families Commission from July 1, 2026, through June 30, 2027: A. Agreement No. CF26139 for the Provision of Services not to exceed the amount of $757,830.01 awarded through First 5 California for the IMPACT Legacy RFA to support Quality Start San Bernardino. B. Contract No. CF26137 for Professional Services, in the amount of $98,000, to support the Quality Start San Bernardino data system through the Region 9 Hub for the First 5 California IMPACT Legacy Initiative. (Presenter: Ernest Marquez, Staff Analyst II, 386.7706)
Financial Impact	Revenue of $855,830.01 for 2026-2027

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 continued process improvements to the QSSB system, refined the data collection system, and implemented a communications plan.
- All partners engage in continuous outreach to providers, community members, and parents of San Bernardino to promote quality within early childhood education.

IMPACT Legacy will build upon prior investments in QCC and remains 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 County 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.

Commission approval will authorize the receipt of $855,830 grant funds and provide such additional revenue for July 1, 2026 - June 30, 2027, to support QSSB and the Early Learning and Care system for San Bernardino County through approval of these two agreements with First 5 Riverside County.

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:	

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AGREEMENT CF26139

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 2026 ("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 three years (FY 23/24 through FY 25/26) for Region 9. With the extension of IMPACT Legacy through FY 26/27, 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, 2027.

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, 2026, and terminate on June 30, 2027, 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 ***less***.

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

15.1.1 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2026 through June 30, 2027, 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: ______________________________
Charna Widby,
Executive Director

Dated: ____________________________

ATTEST

By: ______________________________
Lynn Stephens,
Executive Assistant IV

Dated: ____________________________

APPROVED AS TO FORM:

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

Dated: ____________________________

[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: ______________________________
Cindy Faulkner,
Interim Executive Director

Dated: ______________________________

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

Dated: ______________________________

ATTEST

By: ______________________________

Dated: ______________________________

APPROVED AS TO FORM:

By: ______________________________
County Counsel

Dated: ______________________________

Item 6.2

EXHIBIT A

PROJECT SUMMARY

Children and Families Commission of San Bernardino County
Agreement # CF26139
IMPACT Legacy Region 9 Hub Coordination
Term: July 1, 2026 – June 30, 2027

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:

Cindy Faulkner, Interim Executive Director
(909) 386-7706
cfaulkner@cfc.sbcounty.gov

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

Signatories:
Cindy Faulkner, Interim 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).

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.

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:

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:

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 IMPACT 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 2026-27 Common Data File details will be posted to the website above no later than May 30, 2027.

VII. 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

<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 Center
• 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>

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.

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EXHIBIT A

ATTACHMENT A: 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, 2026 to June 30, 2027 – 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, 2026 to June 30, 2027 – 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.

Priority Area Focus	Activities to Meet Priority Area (How will you meet the Priority Area)	Timeframe	Performance Measures (how will you measure activities)
III. Reduce suspension and expulsion practices	• Provide coaching and TA support and addressing equitable strategies.	July 1, 2026 to June 30, 2027 – 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, 2026 to June 30, 2027 – 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, 2026 to June 30, 2027 – 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 collaborative and productive dialogue among educators.	July 1, 2026 to June 30, 2027 – 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.

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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, 2026 to June 30, 2027 – 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, 2026 to June 30, 2027 – 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.

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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, 2026 to June 30, 2027 – 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.

Item 6.2

EXHIBIT B

PROJECT BUDGET

Budget Category	IMPACT Legacy FY 2025-26	Revised IMPACT Legacy FY 2025-26	IMPACT Legacy FY 2026-27
Direct Costs			
Quality Improvement	$ 373,948	$ 373,948	$ 373,948
Outreach and Communication	$ 75,908	$ 75,908	$ 75,908
Incentives	$ 58,169	$ 58,169	$ 58,169
Evaluation	$ 103,220	$ 103,220	$ 103,220
Data collection and reporting	$ 35,327	$ 35,327	$ 35,327
Total Direct Costs	$ 646,572	$ 646,572	$ 646,572
INDIRECT COSTS			
Administrative Personnel (not to exceed 15% of direct costs)	$ 34,423	$ 34,423	$ 34,423
Other (not to exceed 15% of direct costs)	$ 76,835.01	$ 76,835.01	$ 76,835.01
Total Indirect Costs	$ 111,258	$ 111,258	$ 111,258
Total Amount	$ 757,830.01	$ 757,830.01	$ 757,830.01
Match amount	$ 1,000,000	$ 1,000,000	$ 1,000,000

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): Annual Budget
Name of Lead Agency: Riverside County Children and Families Commission
Name of Lead Agency Executive Director or Authorized Designee: Cindy Faulkner, Assistant Director
Signature: Cindy Q Faulkner

First 5 California Only

Fiscal Analyst:	
Program Liaison:	
Program Manager:	Kristin Torres

MAXIMUM PAYMENT OBLIGATION: $ 757,830.01 FOR FY26/27 ONLY.
(FY25/26 passthrough funding paid under Contract No. CF26107)

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 A3: 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, 2026 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: ____

Cindy Faulkner, Interim Executive Director
Authorized Signature

Date:_________________

By: ____

Elliot Weinstein M.D., Commission Chair
Authorized Signature

Date:_________________

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. CF26137
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") and Children and Families Commission for 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 attached to 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 **07/01/2026** and shall be completed on or before **06/30/2027**, 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 of Riverside, 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 the COUNTY. Policy shall name the COUNTY as Additional Insureds.

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 cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 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 a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this CONTRACT shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate(s) 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 hall sign the original endorsements for each policy and the Certificate of Insurance.

5) 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.

6) 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.

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

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

9) 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:	**CONTRACTOR:**
Charna Widby	Cindy Faulkner
Executive Director	Interim Executive Director
First 5 Riverside County	Children and Families Commission for San Bernardino
585 Technology Court	735 East Carnegie Drive Suite 150
Riverside, CA 92507	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:
Charna Widby Executive Director	Cindy Faulkner Interim 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:	
Kristine Bell-Valdez Supervising Deputy County Counsel	Elliott Weinstein M.D. Commission Chair and Authorized Signatory
Date Signed:	Date Signed:
ATTEST SIGNATURE:	
Lynn M. Stephens Executive Assistant IV	Dawn Martin Commission Counsel
Date Signed:	Date Signed:

ATTACHMENT A: SCOPE OF SERVICE

Contractor: Children and Families Commission for San Bernardino

Program: Region 9 Hub

Contract No.: CF26137

Term: 07/01/2026 – 06/30/2027

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, 2026 through June 30, 2027.

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 F5CA.
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 A3: IMPACT Legacy.

ATTACHMENT B: BUDGET

Contract No.: CF26137

Contractor: Children and Families Commission of San Bernardino

Budget Start: 07/01/2026

Budget End: 06/30/2027

FISCAL YEAR 2026-2027		
Category	**Description**	**Amount**
Operational Expenses	VerticalChange Up to 600 Sites and 50 Administrator Users	**$98,000**
		$98,000

ATTACHMENT C: 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 an **annual** 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 an **annual** 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.

Item 6.3

FIRST 5 SAN BERNARDINO

Stronger starts, better life

AGENDA ITEM 6.3
July 8, 2026

Subject	IMPACT Legacy Quality Start San Bernardino Contracts.
Recommendation	Approve the following Contracts for implementation of Quality Start San Bernardino for Fiscal Year 2026-2027 retroactive to July 1, 2026: a. University Enterprises Corporation/California State University, San Bernardino, Contract No. 26-032, in the amount of $221,724, to enhance higher education opportunities in early care and education and conduct site assessments; and b. San Bernardino County Superintendent of Schools for Contract No. 26-035, in the amount of $164,179, for administrative services; and c. Child Care Resource Center for Contract No. 26-039, in the amount of $1,447,321, for outreach and enrollment, coordination of quality improvement services, program evaluation and professional development. (Presenter: Ernest Marquez, Staff Analyst II, 386.7706)
Financial Impact	$ 1,833,224 for Fiscal Year 2026-2027
Background Information	First 5 San Bernardino (F5SB) has contracted with, California State University San Bernardino (CSUSB), San Bernardino County Superintendent of Schools (SBCSS) and Child Care Resource Center (CCRC) to implement Quality Start San Bernardino (QSSB) since 2015. The proposed contracts are for a one-year term, with four additional one-year options to extend the contract term, for a total of five years.

To date, QSSB has accomplished the following:

- Collectively identified additional staff members within each agency to serve as Steering Committee, Operational, and Organizational leads within the QSSB system.
- Operational leads implemented process improvements to the QSSB system, refined the data collection system, and the outreach and communications plan.
- Updated the Strategic Plan, which includes an Equity Statement and Framework.
- All partners engage in continuous outreach to providers, community members, and parents of San Bernardino to promote quality within early childhood education.

Pending Commission approval of the recommended contracts, QSSB services will continue to be provided by the following organizations for Fiscal Year 2026-2027:

- **University Enterprise Corporation/California State University, San Bernardino (CSUSB)** will enhance higher education opportunities for the early care and education workforce and will support the coordination and administration of site assessments.
- **San Bernardino County Superintendent of Schools (SBCSS)** will serve as operational lead and will work to increase alignment and coordination of quality improvement supports offered to sites.

- **Child Care Resource Center (CCRC)** will conduct outreach/enrollment for Family childcare providers, Family Friends and Neighbor providers including alternative settings and will lead the quality improvement and professional development efforts. CCRC will also support data entry management, program evaluation as well as overseeing the QSSB marketing and communications efforts.

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

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

Family Support
- Families are connected to services that support children's development and parent/caregiver resiliency.
- Families are connected to resources that support their caregiving skills and social/family engagement.
- Families and providers are aware of and know how to access existing county support and resources.

Review	Dawn Martin, Commission Counsel

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

Item 6.3

					FOR COMMISSION USE ONLY
X New Change Cancel	Vendor Code 20000092	SC	Dept. 903	A	Contract Number 26-032
Organization Children and Families Commission					Contractor's License No.
Commission Representative Cindy Faulkner, Interim ED		Telephone 909-386-7706			Total Contract Amount $221,724

CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

STANDARD CONTRACT

Contract Type

☐ Revenue ☒ 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	July 1, 2026	June 30, 2027	$	

Cost Center	GL Account	Internal Order No.	Amount
9034009900	53003357	3000115	$221,724
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
QSSB IMPACT		$				
	26-27	$221,724				

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)

University Enterprises Corporation @ CSUSB

Department/Division

Institute of Child Development & Family Relations

Address

5500 University Parkway

San Bernardino, CA 92407

Phone

(909) 537-5918

Federal ID No.

95-6067343

Program Address (if different from legal address):

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, wheelchair 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, Attachment B – Program Budget and Attachment C – Levine Act. 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. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability

insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.

4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.

5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.

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

7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

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

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

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

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

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

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

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

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

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

1) Premises operations, fixed assets and mobile equipment.

2) Products and completed operations.

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

4) Explosion, collapse and underground hazards.

5) Personal injury

6) Contractual liability.

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

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

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

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

d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary

coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

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

or

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

or

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

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 one million dollars $1,000,000 for each occurrence or event with an annual aggregate of two million dollars $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: 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 $221,724 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.

Item 6.3

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 $500 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 July 1, 2026 and expires June 30, 2027, 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 30,2027 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:

University Enterprises Corporation
Institute of Child Development & Family Relations
5500 University Parkway
San Bernardino, CA 92407

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

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

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

D. 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

Item 6.3

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

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A. This Contract, consisting of 21 pages an 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	UNIVERSITY ENTERPRISES CORPERATION AT CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
	Legal Entity
► ______________________	► ______________________
Authorized Signature	Authorized Signature
Elliot Weinstein M.D.	Julie Wessel
Printed Name	Printed Name
Commission Chair	Director Sponsored Programs Administration
Title	Title
______________________	______________________
Dated	Dated

Official Stamp

	Approved as to Legal Form	Presented to Commission for Signature
► ______________________	► ______________________	► ______________________
	Dawn Martin	Cindy Faulkner
	Commission Counsel	Interim Executive Director
______________________	______________________	______________________
	Date	Date

Item 6.3

ATT A

Objective/Goal/Measure	Activity Description	Activity Dosage/Frequency	Submission Time Frame	Quantitative Data	Qualitative Data
Project Information					
Program Name	Quality Start San Bernardino (QSSB) IMPACT				
Contract Number	26-032				
Commission Date	06/03/26				
Evaluator	Josh Roche				
Summary					
Agency Name	University Enterprises Corporation/California State University, San Bernardino				
Program Name	Quality Start San Bernardino (QSSB) IMPACT				
Contract Number	26-032				
Service Area	High Desert, Low Desert, East Valley, Central Valley, West Valley				
Period	2026-2027				
Expectations	**Description**				
Program Description	The Institute for Child Development and Family Relations (ICDFR) at CSUSB will serve as the operational lead for the assessors. This includes the coordination and oversight of assessors through recruitment and selection, training and recertification, and fulfillment of the assessment process. ICDFR will also serve as the operational lead for the higher-education component of Quality Improvement (QI) for QSSB. This will include conducting a needs assessment of agencies and a resource assessment of available educational opportunities. ICDR will also coordinate higher education groups from regional 2 and 4 year Universities, both public and private, including the awarding and supervising of stipends to higher-ed partners to identify and develop paths to increase availability of and access to higher-ed opportunities for educators in the community.				
Expectations	Through a culturally responsive approach, the Institute for Child Development and Family Relations (ICDFR) at CSUSB will serve as the operational lead for the higher-education component of Quality Improvement (QI), research, & provide informative assessments to ECE sites.				
Outcomes	**Description**				
Outcomes	1.Train providers to use the Informative Assessment tool for self-assessment purposes in the context of Community of Practice. 2.Workforce development through connecting ECE providers to higher-education training/certifications 3.Equity growth and reflection tool will be piloted at 3 sites.				
Objective/Goal/Measure	**Activity Description**	**Activity Dosage/Frequency**	**Submission Time Frame**	**Quantitative Data**	**Qualitative Data**
To serve as the assessment lead & build assessment capacity	•Conduct Assessments for designated sites. •Build assessor and trainer capacity. •Train providers to use the Informative Assessment tool for self-assessment purposes •Build Communities of Practice. •Conduct assessments for designated sites (number TBD) •Maintain assessor capacity	Ongoing	Quarterly	N/A	•Upload the following: oAssessment reports in Vertical Change / Pinwheel. oActive roster of trained assessors •Narrative report on successes & challenges of the program
To provide higher education workforce & professional development aligned with K-12 systems	•Work with the higher education consortium to continue to enhance access through events and new processes. •Finalize and Launch the Equity Reflection and Growth Tool (ERGT) •Build Capacity through Professional Development •Support Classroom Integration of Equity and Cultural Awareness Practices •Research component to evaluate effectiveness of the RE/CR efforts	Ongoing	Quarterly	N/A	•Upload PDF document of the following: oMeeting dates and notes. oMaterials from higher-ed fairs, information sessions, & networking events. •Narrative report on successes & challenges of the program

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Level	Ancestors	Section	Project Name	Accountant Helper	Commission Date	Allocation Helper	Budget Helper
1	0	Project Inform	Quality Start S	Ileana Conley <ileana.c	06/03/26	False	#NO MATCH
2	1	Project Informatio	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
2	1	Project Informatio	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
2	1	Project Informatio	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
2	1	Project Informatio	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
2	1	Project Informatio	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
1	0	Summary	Quality Start S	Ileana Conley <ileana.c	06/03/26	False	#NO MATCH
2	1	Summary	Quality Start San	Ileana Conley <ileana.conley@cl	06/03/26	False	#NO MATCH
2	1	Summary	Quality Start San	Ileana Conley <ileana.conley@cl	06/03/26	False	#NO MATCH
2	1	Summary	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
2	1	Summary	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
2	1	Summary	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
2	1	Summary	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
2	1	Summary	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
2	1	Summary	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
1	0	2026-2027 Buc	Quality Start S	Ileana Conley <ileana.c	06/03/26	False	#NO MATCH
2	1	Salaries & Benefi	Quality Start San	Ileana Conley <ileana.conle	06/03/26	False	#NO MATCH
3	2	**Names**	**Quality Start Sa**	**Ileana Conley <ileana.conle**	**06/03/26**	**False**	**#NO MATCH**
	3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
	3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
	3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
	3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
	3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
	3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
	3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
	3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
	3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
	3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
2	1	Services & Suppl	Quality Start San	Ileana Conley <ileana.conle	06/03/26	False	#NO MATCH
3	2	**Expense**	**Quality Start Sa**	**Ileana Conley <ileana.conle**	**06/03/26**	**True**	**#NO MATCH**
	3	Expense	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
	3	Expense	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
	3	Expense	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
2	1	Food	Quality Start San	Ileana Conley <ileana.conle	06/03/26	False	#NO MATCH
3	2	**Events**	**Quality Start Sa**	**Ileana Conley <ileana.conle**	**06/03/26**	**False**	**#NO MATCH**
	3	Events	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
2	1	Travel	Quality Start San	Ileana Conley <ileana.conle	06/03/26	False	#NO MATCH
3	2	**Travel**	**Quality Start Sa**	**Ileana Conley <ileana.conle**	**06/03/26**	**False**	**#NO MATCH**
	3	Travel	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
	3	Travel	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH

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Current FIs Category and Item	Description/Justification	Pay Rate	FTE/% Allocati	# of Hours	Benefit Rate	F5 SB Salary	F5 SB Benefits
Project Information							
Program Name	Quality Start San Bernardino (QSSB) IMPACT						
Contract Number	26-032						
Commission Date	06/03/26						
Accountant	Ileana Conley <ileana.conley@cfc.sbcounty.gov>						
Fiscal Year	2025-2026						
Summary							
F5 SB Salary	$127,323						
F5 SB Benefits	$47,679						
F5 SB Salary & Benefits Budget	$175,002						
Services & Supplies Total	$10,802						
Food Total	$4,000						
Travel Total	$31,920						
Total Budget	$221,724						
Current Year Total	Estimated Budget: $221724.1477						
TRUE 2026-2027 Budget Category	**Estimated Budget: $221724.1477**						
Salaries & Benefits							
Names	**Position/Description/Justification**	**Pay Rate**	**FTE**	**# of Hours**	**Benefit Rate**		
Mark Agars	Director/Overall program oversight	$91.40	0.04	79	9.17%	$7,261	$666
Amanda Wilcox Herzog	Faculty Lead/Faculty lead on assessment activities	$92.71	0.04	78	9.17%	$7,260	$666
Amy Van Schagen	Faculty Lead/Faculty lead on higher-ed pathways activities	$77.12	0.05	94	9.17%	$7,260	$666
Lauren Olivas	Project Analyst Assessment/This role will conduct assessment activities and research for QSSB participants, provide assessor training; other related duties	$28.95	0.29	605	60.41%	$17,520	$10,584
Virginia Roundy	Project Analyst Assessment/This role will conduct assessment activities and research for QSSB participants, provide assessor training; other related duties	$27.73	0.29	605	60.41%	$16,790	$10,143
Amanda Beld	Project Analyst Workforce/ This role will provide program support to faculty leads on higher-ed activities and other related duties.	$27.05	0.19	405	60.41%	$10,950	$6,615
TBD	Assessors/This role will provide assessments for QSSB participants, attend training and other related duties.	$24.00	0.70	1,458	9.31%	$35,003	$3,259
Carmen Uribe	Administrative Support General/This role will provide administrative support to the QSSB funded staff.	$22.00	0.14	300	59.66%	$6,600	$3,938
TBD	Administrative Assistant/This role will provide administrative support for QSSB staff.	$20.19	0.17	347	59.66%	$7,000	$4,176
Yarele Vargas	Administrative Support/This role will provide budget support to QSSB staff and ICDER leadership	$38.00	0.15	307	59.66%	$11,680	$6,968
Services & Supplies							
Expense	**Description/Justification**	**Total F5SB Budget**	**% Allocation**				
Basic Office Supplies	Expendable office supplies for QSSB funded staff	$2,000	0.90%				
Outside Training	Training and certifications for assessors	$6,302	2.84%				
Research Incentives	Incentives to support educator and site participation	$2,500	1.13%				
Food							
Events	**Description/Justification**	**Total F5SB Budget**					
Community/Higher Ed Events	Materials, food, marketing, and space costs for higher ed open house for ECE professionals. Event(s) will feature local institutions of higher education and invite all local members of the ECE workforce	$4,000	1.80%				
Travel							
Travel	**Description/Justification**	**Total F5SB Budget**					
Assessor Travel	Assessor traveling to a sites	$3,000	1.35%				
IDC	15%	$28,920	13.04%				

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F5 SB Salary Bu	Total Salary	F5 % of Total S	Notes	HIDE ->	Created	Parent Helper	Grandparent	Parent
					04/02/26 2:17 PM	Project Information		
					04/02/26 2:17 PM	Project Information Program Name		Project Information
					04/02/26 2:17 PM	Project Information Contract Number		Project Information
					04/02/26 2:17 PM	Project Information Commission Date		Project Information
					04/02/26 2:17 PM	Project Information Accountant		Project Information
					04/02/26 2:17 PM	Project Information Fiscal Year		Project Information
					04/02/26 2:17 PM	Summary		
					04/02/26 2:17 PM	Summary F5 SB Salary		Summary
					04/02/26 2:17 PM	Summary F5 SB Benefits		Summary
					04/02/26 2:17 PM	Summary F5 SB Salary & Benefits Budget		Summary
					04/02/26 2:17 PM	Summary Services & Supplies Total		Summary
					04/02/26 2:17 PM	Summary Food Total		Summary
					04/02/26 2:17 PM	Summary Travel Total		Summary
					04/02/26 2:17 PM	Summary Total Budget		Summary
					04/02/26 2:17 PM	Summary Current Year Total		Summary
					04/02/26 2:17 PM	2026-2027 Budget Category		
					04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits		2026-2027 Budget Category
					04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names	2026-2027 Budget Category	Salaries & Benefits
$7,927	$207,545	4%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names Mark Agars	Salaries & Benefits	Names
$7,926	$210,520	4%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names Amanda Wilcox Herzog	Salaries & Benefits	Names
$7,926	$175,119	5%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names Amy Van Schagen	Salaries & Benefits	Names
$28,104	$96,592	29%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names Lauren Olivas	Salaries & Benefits	Names
$26,933	$92,522	29%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names Virginia Roundy	Salaries & Benefits	Names
$17,565	$90,253	19%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names Amanda Beld	Salaries & Benefits	Names
$38,261	$54,568	70%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names TBD	Salaries & Benefits	Names
$10,538	$73,060	14%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names Carmen Uribe	Salaries & Benefits	Names
$11,176	$67,050	17%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names TBD	Salaries & Benefits	Names
$18,648	$126,195	15%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names Yarelo Vargas	Salaries & Benefits	Names
					04/02/26 2:17 PM	2026-2027 Budget Category Services & Supplies		2026-2027 Budget Category
					04/02/26 2:17 PM	2026-2027 Budget Category Services & Supplies Expense	2026-2027 Budget Category	Services & Supplies
					04/02/26 2:17 PM	2026-2027 Budget Category Services & Supplies Expense Basic Office Supplies	Services & Supplies	Expense
					04/02/26 2:17 PM	2026-2027 Budget Category Services & Supplies Expense Outside Training	Services & Supplies	Expense
					04/02/26 2:17 PM	2026-2027 Budget Category Services & Supplies Expense Research Incentives	Services & Supplies	Expense
					04/02/26 2:17 PM	2026-2027 Budget Category Food		2026-2027 Budget Category
					04/02/26 2:17 PM	2026-2027 Budget Category Food Events	2026-2027 Budget Category	Food
					04/02/26 2:17 PM	2026-2027 Budget Category Food Events Community/Higher Ed Events	Food	Events
					04/02/26 2:17 PM	2026-2027 Budget Category Travel		2026-2027 Budget Category
					04/02/26 2:17 PM	2026-2027 Budget Category Travel Travel	2026-2027 Budget Category	Travel
					04/02/26 2:17 PM	2026-2027 Budget Category Travel Travel Assessor Travel	Travel	Travel
					04/02/26 2:17 PM	2026-2027 Budget Category Travel Travel IDC	Travel	Travel

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Today	Totals	Summary	Level	Ancestors	Section	Project Name	Accountant Helper	Commission Date	Allocation Helper	Budget Helper
05/01/26		TRUE	1	0	Project Inform	Quality Start S	Ileana Conley <ileana.c	06/03/26	False	#NO MATCH
05/01/26		TRUE	2	1	Project Informatic	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26		TRUE	2	1	Project Informatic	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26		TRUE	2	1	Project Informatic	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26		TRUE	2	1	Project Informatic	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26		TRUE	2	1	Project Informatic	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26		TRUE	1	0	Summary	Quality Start S	Ileana Conley <ileana.c	06/03/26	False	#NO MATCH
05/01/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley@c	06/03/26	False	#NO MATCH
05/01/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley@c	06/03/26	False	#NO MATCH
05/01/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26		TRUE	1	0	2026-2027 Buc	Quality Start S	Ileana Conley <ileana.c	06/03/26	False	#NO MATCH
05/01/26			2	1	Salaries & Benefi	Quality Start San	Ileana Conley <ileana.conl	06/03/26	False	#NO MATCH
05/01/26			3	2	Names	Quality Start Sa	Ileana Conley <ileana.conl	06/03/26	False	#NO MATCH
05/01/26	$207,545			3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26	$210,520			3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26	$175,119			3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26	$96,592			3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26	$92,522			3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26	$90,253			3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26	$54,568			3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26	$73,060			3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26	$67,050			3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26	$126,195			3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26			2	1	Services & Suppl	Quality Start San	Ileana Conley <ileana.conl	06/03/26	False	#NO MATCH
05/01/26			3	2	Expense	Quality Start Sa	Ileana Conley <ileana.conl	06/03/26	True	#NO MATCH
05/01/26	$2,000			3	Expense	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26	$6,302			3	Expense	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26	$2,500			3	Expense	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26			2	1	Food	Quality Start San	Ileana Conley <ileana.conl	06/03/26	False	#NO MATCH
05/01/26			3	2	Events	Quality Start Sa	Ileana Conley <ileana.conl	06/03/26	False	#NO MATCH
05/01/26	$4,000			3	Events	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26			2	1	Travel	Quality Start San	Ileana Conley <ileana.conl	06/03/26	False	#NO MATCH
05/01/26			3	2	Travel	Quality Start Sa	Ileana Conley <ileana.conl	06/03/26	False	#NO MATCH
05/01/26	$3,000			3	Travel	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/01/26	$28,920			3	Travel	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH

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.

Item 6.3

1. Name of Contractor: University Enterprises Corporation at CSUSB
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

   Yes, x If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: ____________________
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
California State University, San Bernardino	Affiliated institution (auxiliary relationship)

6. Name of agent(s) of Contractor:

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

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

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

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

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than $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 x 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.

____
Authorized Signature

FOR COMMISSION USE ONLY						
X New / Change / Cancel	Vendor Code 20000092	SC	Dept. 903	A	Contract Number 26-035	Item 6.3
Organization: Children and Families Commission					Contractor's License No.	
Commission Representative: Cindy Faulkner, Interim ED			Telephone: 909-386-7706		Total Contract Amount: $164,179	

CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

STANDARD CONTRACT

Contract Type: ☐ Revenue ☒ 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	July 1, 2026	June 30, 2027	$	

Cost Center	GL Account	Internal Order No.	Amount
9034009900	53003357	3000115	$164,179

Abbreviated Use	FY	Amount	I/D	FY	Amount	I/D
QSSB IMPACT Operation Lead		$				
	26-27	$164,179				

(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)
San Bernardino County Superintendent of Schools

Department/Division
Early Education and Development Department

Address
601 North E Street
San Bernardino, CA 92415

Program Address (if different from legal address):

Phone
(909) 386-2701

Federal ID No.
95-6000931

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

Item 6.3

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, wheelchair 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.

Item 6.3

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan, Attachment B – Program Budget and Attachment C – Levine Act. Pursuant to Section II, paragraph E, Section III, paragraph A 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 Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section VIII.

III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the Commission of these designees within fifteen (15) days after Contract approval. The primary contact

shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission's Policy 18-01 Non-public Personally Identifiable Information specified at https://www.sbcounty.gov/uploads/First5/CommissionPolicies/CURRENT-CFC18-01Non-PublicPersonallyIdentifiableInformation.pdf prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at https://www.sbcounty.gov/uploads/First5/CommissionPolicies/CURRENT-CFC18-01Non-PublicPersonallyIdentifiableInformation.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. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability

insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.

4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.

5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.

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

7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

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

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

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

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

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

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

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

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

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

1) Premises operations, fixed assets and mobile equipment.

2) Products and completed operations.

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

4) Explosion, collapse and underground hazards.

5) Personal injury

6) Contractual liability.

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

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

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

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

d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary

coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

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

or

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

or

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

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 one million dollars $1,000,000 for each occurrence or event with an annual aggregate of two million dollars $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-dollar ($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: 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 $164,179 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 $500 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 July 1, 2026 and expires June 30, 2027, 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, 2027, 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:

San Bernardino County Superintendent of Schools
Early Education and Development Department
601 North E Street
San Bernardino, CA 92415

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

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

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

D. 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

Item 6.3

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

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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	SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
	Legal Entity
►	►
Authorized Signature	Authorized Signature
Elliot Weinstein, M.D.	Richard De Nava
Printed Name	Printed Name
Commission Chair	Chief Business Officer
Title	Title
Dated	Dated

Official Stamp

	Approved as to Legal Form	Presented to Commission for Signature
	Dawn Martin	Cindy Faulkner
	Commission Counsel	Interim Executive Director
	Date	Date

Item 6.3

ATT A

Objective/Goal/Measure	Activity Description	Activity Dosage/Frequency	Submission Time Fram	Quantitative Data	Qualitative Data
Navigation					
Project Information					
Contract Number	26-035				
Commission Date	06/03/26				
Evaluator	Josh Roche				
Summary					
Agency Name	San Bernardino County Superintendent of School				
Program Name	Quality Start San Bernardino (IMPACT)				
Contract Number	26-035				
Service Area	High Desert, Low Desert, East Valley, Central Valley, West Valley				
Period	2026-2027				
Expectations	**Description**				
Program Description	SBCSS will serve as an operational lead overseeing and working with QSSB partners to coordinate all aspects of the QSSB system. SBCSS will work to increase the alignment and coordination of quality improvement supports offered to sites contracted by the organization. SBCSS will also be represented on the QSSB Steering Committee to contribute to planning and decision making for the system.				
Expectations	Increasing quality in early learning environments, including California State Preschool Programs (CSPP), is integral to supporting children ages 0-5. To do so, the San Bernardino County Superintendent of Schools (SBCSS) will continue to be an active & vested partner in Quality Start San Bernardino (QSSB). The goals associated with QSSB include but are not limited to supporting whole child, whole family, & whole community development through joyful learning experiences, positive relationships with adults, social-emotional behavior support, quality classroom environments, & family engagement. SBCSS will serve as the operational lead collaborating with QSSB partners to increase the alignment & coordination of quality improvement support offered to sites contracted by the organization. SBCSS will also lead the QIS Steering Committee to contribute to planning & decision-making for the system.				
Outcomes	**Description**				
Outcomes	SBCSS will monitor deliverable progress & report quantitative & qualitative data regularly. A successful contract will increase quality at participating sites, positively impacting San Bernardino County children, families, & communities. The scope of work grounded in data review & continuous improvement will be monitored & adjusted as needed to ensure successful outcomes.				
Objective/Goal/Measure	**Activity Description**	**Activity Dosage/Frequency**	**Submission Time Frame**	**Quantitative Data**	**Qualitative Data**
1.QSSB Outreach	•Support CCRC in QSSB outreach to educational partners via listserv, social media, email, & community events. •Support sites with completing yearly program enrollment forms.	Ongoing	Quarterly	N/A	Narrative report on success & challenges
2.QIP Technical Assistance for CSPP	Provide technical assistance to enrolled sites aligned with QIP goals & objectives. This activity benefits the QSSB System.	Ongoing, as needed	Quarterly	N/A	Narrative report on success & challenges
3.Planning and Facilitation of the QSSB Steering and Operations Committees	•Conduct Planning and Facilitation for the Steering Committee. •Conduct Planning and Facilitation for Operations Team Meetings & provide updates to the Steering Committee.	Ongoing, quarterly meetings	Quarterly	Enter Monitoring Meeting tracking in Persimmony: •Date of the meeting •Name of the meeting •Number of people in the meeting •Number of partner agencies represented in the meeting. •List of the partner agencies	1.Upload PDFs of the meeting minutes. 2.Narrative report of success & challenges

Item 6.3

4.Quality Improvement Professional Learning/Training Opportunities	Provide PL opportunities that align with before mentioned goals.	Ongoing, as needed	Quarterly	1.Aggregate count in Persimmony number of providers who attended the training. 2.Enter Monitoring Training tracking in Persimmony: •Date of the training •Name of the training •Number of attendances •Attendee Type	1.Upload PDFs of the training description 2.Upload PDF of attendance & registration records. 3.Upload PDFs of the attendee's feedback & training evaluation 4.Narrative report of success & challenges
5.Communicate Implementation Updates	•Attending state, regional, and/or local convenings as appropriate. •Providing updates to Operations & Steering Committees.	Ongoing	Quarterly	N/A	Narrative report on success & challenges
6.Collaborate with the Local Planning Council	Coordinate & align QSSB activities & implementation	Ongoing, as needed	Quarterly	N/A	Narrative report on success & challenges
7.Collaborate with the UPK Mixed Delivery Workgroup	Coordinate & align QSSB activities & implementation with the broader UPK mixed delivery system.	Ongoing, as needed	Quarterly	N/A	Narrative report on success & challenges #NAME?

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ATT B

Current Fis Category and Item	Description/Justification	Pay Rate	FTE/% Allocati	# of Hours	Benefit Rate	F5 SB Salary	F5 SB Benefits	F5 SB Salary Bu
Project Information								
Program Name	Quality Start San Bernardino (IMPACT)							
Contract Number	26-035							
Commission Date	06/03/26							
Accountant	Ileana Conley <ileana.conley@cfc.sbcounty.gov>							
Fiscal Year	2026-2027							
Summary								
F5 SB Salary	$99,546							
F5 SB Benefits	$49,859							
F5 SB Salary Budget	$149,405							
Services & Supplies Total	$2,980							
Indirect Costs	$11,794							
Total Budget	$164,179							
Current Year Total	Estimated Budget: $164179.28802							
TRUE 2026-2027 Budget Category	**Estimated Budget: $164179.28802**							
Salaries & Benefits								
Names	**Position/Description/Justification**	**Pay Rate**	**FTE**	**# of Hours**	**Benefit Rate**			
Azucena Lopez	Quality Start Project Analyst: Provides project leadership for the coordination and implementation of QSSB deliverables. This role supports the QSSB Operations Team, serves as a liaison to the QSSB Steering Committee, and collaborates with internal and external partners to support alignment of QSSB activities with Strategic Plan Initiatives. Responsibilities also include coordinating quality improvement efforts, incentive distribution, outreach, enrollment, and technical assistance supports for QSSB participants.	$65.19	0.50	1030	48.62%	$67,146	$32,646	$99,792
Veronica Valente	Early Learning and Development Specialist: Coordinates with QSSB partners to support outreach, enrollment, and ongoing technical assistance. This role plans and delivers professional development and coaching supports aligned with QSSB goals, working directly with participants to support quality improvement efforts.	$46.37	0.30	624	52.85%	$28,935	$15,292	$44,227
Jessica Raisola	Early Learning Program Technician: Provides administrative support for QSSB activities, including assistance with documentation, logistical tasks, and processing-related support to ensure timely completion of QSSB deliverables.	$41.75	0.04	83	55.44%	$3,465	$1,921	$5,386
Services & Supplies								
Expense	**Description/Justification**	**Total F5SB Budget**	**% Allocation**					
Network User Fees	Necessary for staff access to SBCSS systems to support QSSB coordination and deliverable	$2,500.00	1.52%					
Cell Phone Allowance	Supports work-related communication required to carry out QSSB activities.	$480.00	0.29%					
Indirect Costs								
Indirect Costs	**Description/Justification**	**Total**						
Indirect Cost 7.74%	SBCSS applies an indirect cost rate that is negotiated and approved annually by the California Department of Education, in accordance with applicable state and federal guidelines.	$11,794.00						

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Total Salary	F5 % of Total !	Notes	HIDE ->	Created	Parent Helper	Grandparent	Parent
				04/07/26 7:55 AM	**Project Information**		
				04/07/26 7:55 AM	Project Information Program Name		Project Information
				04/07/26 7:55 AM	Project Information Contract Number		Project Information
				04/07/26 7:55 AM	Project Information Commission Date		Project Information
				04/07/26 7:55 AM	Project Information Accountant		Project Information
				04/07/26 7:55 AM	Project Information Fiscal Year		Project Information
				04/07/26 7:55 AM	**Summary**		
				04/07/26 7:55 AM	Summary F5 SB Salary		Summary
				04/07/26 7:55 AM	Summary F5 SB Benefits		Summary
				04/07/26 7:55 AM	Summary F5 SB Salary Budget		Summary
				04/07/26 7:55 AM	Summary Services & Supplies Total		Summary
				04/07/26 7:55 AM	Summary Indirect Costs		Summary
				04/07/26 7:55 AM	Summary Total Budget		Summary
				04/07/26 7:55 AM	Summary Current Year Total		Summary
				04/07/26 7:55 AM	**2026-2027 Budget Category**		
				04/07/26 7:55 AM	**2026-2027 Budget Category Salaries & Benefits**		**2026-2027 Budget Category**
				04/07/26 7:55 AM	**2026-2027 Budget Category Salaries & Benefits Names**	**2026-2027 Budget Category**	**Salaries & Benefits**
$201,522	50%		[redacted]	04/07/26 7:55 AM	2026-2027 Budget Category Salaries & Benefits Names Azucena Lopez	Salaries & Benefits	Names
$147,423	30%		[redacted]	04/07/26 7:55 AM	2026-2027 Budget Category Salaries & Benefits Names Veronica Valente	Salaries & Benefits	Names
$134,984	4%		[redacted]	04/07/26 7:55 AM	2026-2027 Budget Category Salaries & Benefits Names Jessica Raisola	Salaries & Benefits	Names
				04/07/26 7:55 AM	**2026-2027 Budget Category Services & Supplies**		**2026-2027 Budget Category**
				04/07/26 7:55 AM	**2026-2027 Budget Category Services & Supplies Expense**	**2026-2027 Budget Category**	**Services & Supplies**
			[redacted]	04/07/26 7:55 AM	2026-2027 Budget Category Services & Supplies Expense Network User Fees	Services & Supplies	Expense
			[redacted]	04/07/26 7:55 AM	2026-2027 Budget Category Services & Supplies Expense Cell Phone Allowance	Services & Supplies	Expense
				04/07/26 7:55 AM	**2026-2027 Budget Category Indirect Costs**		**2026-2027 Budget Category**
				04/07/26 7:55 AM	**2026-2027 Budget Category Indirect Costs Indirect Costs**	**2026-2027 Budget Category**	**Indirect Costs**
			[redacted]	04/07/26 7:55 AM	2026-2027 Budget Category Indirect Costs Indirect Costs Indirect Cost 7.74%	Indirect Costs	Indirect Costs

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Today	Totals	Summary	Level	Ancestors	Section	Project Name	Accountant Helper	Commission Date	Allocation Helper	Budget Helper
05/22/26		TRUE	1	0	Project Inform	Quality Start S	Ileana Conley <ileana.c	06/03/26	False	#NO MATCH
05/22/26		TRUE	2	1	Project Informatio	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/22/26		TRUE	2	1	Project Informatio	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/22/26		TRUE	2	1	Project Informatio	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/22/26		TRUE	2	1	Project Informatio	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/22/26		TRUE	2	1	Project Informatio	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/22/26		TRUE	1	0	Summary	Quality Start S	Ileana Conley <ileana.c	06/03/26	False	#NO MATCH
05/22/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley@c	06/03/26	False	#NO MATCH
05/22/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley@c	06/03/26	False	#NO MATCH
05/22/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/22/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/22/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/22/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/22/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/22/26		TRUE	1	0	2026-2027 Bud	Quality Start S	Ileana Conley <ileana.c	06/03/26	False	#NO MATCH
05/22/26			2	1	Salaries & Benefi	Quality Start San	Ileana Conley <ileana.conle	06/03/26	False	#NO MATCH
05/22/26			3	2	Names	Quality Start Sa	Ileana Conley <ileana.conle	06/03/26	False	#NO MATCH
05/22/26	$201,522			3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/22/26	$147,423			3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/22/26	$134,984			3	Names	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/22/26			2	1	Services & Suppl	Quality Start San	Ileana Conley <ileana.conle	06/03/26	False	#NO MATCH
05/22/26			3	2	Expense	Quality Start Sa	Ileana Conley <ileana.conle	06/03/26	True	#NO MATCH
05/22/26	$2,500			3	Expense	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/22/26	$480			3	Expense	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH
05/22/26			2	1	Indirect Costs	Quality Start San	Ileana Conley <ileana.conle	06/03/26	False	#NO MATCH
05/22/26			3	2	Indirect Costs	Quality Start Sa	Ileana Conley <ileana.conle	06/03/26	False	#NO MATCH
05/22/26	$11,794			3	Indirect Costs	Quality Start San	Ileana Conley <ileana.conley	06/03/26	False	#NO MATCH

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.

Item 6.3

1. Name of Contractor: San Bernardino County Superintendent of Schools

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 ☐X

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: N/A

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

   N/A

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

Company Name	Relationship
N/A	N/A

6. Name of agent(s) of Contractor:

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

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

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

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

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than $500, made to any member of the Commission within the months, by any of the individuals or entities listed in Question Nos. 1-8?

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

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

10. Name of Commission member: __N/A________________________________

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.

4/23/26

KEVIN GARCIA
PROGRAM MANAGER PROCUREMENT / SBCSS

Item 6.3

FOR COMMISSION USE ONLY							
X New Change Cancel	Vendor Code 20000092	SC	Dept. 903	A	Contract Number 26-039		
Organization Children and Families Commission					Contractor's License No.		
Commission Representative Cindy Faulkner, Interim ED		Telephone 909-386-7706			Total Contract Amount $1,447,321		
Contract Type: ☐ Revenue ☒ Encumbered ☐ Unencumbered ☐ Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code 95200	Contract Start Date July 1, 2026	Contract End Date June 30, 2027	Original Amount $	Amendment Amount			
Cost Center 9033009900		GL Account 53003357	Internal Order No. 3000115	Amount $1,447,321			
Cost Center		GL Account	Internal Order No.				
Cost Center		GL Account	Internal Order No.	Amount			

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CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

STANDARD CONTRACT

Abbreviated Use	FY	Amount	I/D	FY	Amount	I/D
QSSB IMPACT		$				
	26-27	$1,447,321				

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

Legal Name (hereinafter called the Contractor)
Child Care Resource Center

Department/Division
Communications; Resource & Referral; Research

Address
20001 Prairie Street
Chatsworth, CA 91311

Program Address (if different from legal address):
1111 E. Mill Street, Suite 100
San Bernardino, CA 92408

Phone
(818) 717-1000

Federal ID No.
95-3081695

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**

Item 6.3

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, wheelchair 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, Attachment B – Program Budget and Attachment C – Levine Act. 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 Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section VIII.

III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the Commission of these designees within fifteen (15) days after Contract approval. The primary contact

shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission's Policy 18-01 Non-public Personally Identifiable Information specified at https://www.sbcounty.gov/uploads/First5/CommissionPolicies/CURRENT-CFC18-01Non-PublicPersonallyIdentifiableInformation.pdf prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at https://www.sbcounty.gov/uploads/First5/CommissionPolicies/CURRENT-CFC18-01Non-PublicPersonallyIdentifiableInformation.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. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability

insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.

4. <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 dollars ($1,000,000) per claim or occurrence and two million dollars ($2,000,000) aggregate limits

or

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

or

Directors and Officers Insurance coverage with limits of not less than one million dollars ($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 Commission.

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 one million dollars ($1,000,000) for each occurrence or event with an annual aggregate of two million dollars ($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 Commission 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: 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 $1,447,321 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 $500 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

Item 6.3

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 July 1, 2026 and expires June 30, 2027, 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 30,2027 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

Item 6.3

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:

Child Care Resource Center
Communication; Resource & Referral; Research
20001 Prairie Street
Chatsworth, CA 91311

Commission:

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

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

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

D. 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

Item 6.3

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	CHILD CARE RESOURCE CENTER Legal Entity
► ______________ Authorized Signature	► ______________ Authorized Signature
Elliot Weinstein M.D. Printed Name	Michael Olenick, Ph. D. Printed Name
Commission Chair Title	President & CEO Title
______________ Dated	______________ Dated

Official Stamp

	Approved as to Legal Form	Presented to Commission for Signature
► ______________	► ______________	► ______________
	Dawn Martin Commission Counsel	Cindy Faulkner Interim Executive Director
______________	______________ Date	______________ Date

Item 6.3

ATT A

Objective/Goal/Measure	Activity Description	Activity Dosage/Frequency	Submission Time Frame	Quantitative Data	Qualitative Data
Navigation					
Project Information					
Program Name	QSSB-IMPACT				
Contract Number	26-039				
Commission Date	06/03/26				
Evaluator	Josh Roche <joshua.roche@cfc.sbcounty.gov>				
Summary					
Agency Name	Child Care Resource Center, Inc.				
Program Name	QSSB-IMPACT				
Contract Number	26-039				
Service Area	Central Valley East Valley High Desert Low Desert West Valley				
Period					
Expectations	**Description**				
Program Description	CCRC will conduct outreach/enrollment for Family childcare providers, Family Friends and Neighbor providers and alternative settings and will lead the quality improvement and professional development efforts. CCRC will also support data entry management and program evaluation. As well as oversee the QSSB marketing and communications efforts.				
Expectations	CCRC will be responsible for the following expectations for the QSSB system: 1. Enrollment/Contracts with providers/sites. 2. Coordination coaching & training within the childcare workforce to facilitate quality improvement outcomes & help participants achieve higher quality within their program. 3. Research will conduct a process evaluation of QSSB to document program reach, program implementation, & participant experience & will produce a report & presentation on the evaluation by September 2025. 4. CCRC communications staff will support internal staff processes & engage & inform early childcare educators, parents, & community members under a consistent QSSB brand.				
Outcomes	**Description**				
Outcomes	1. Enrollment/Contracts will successfully enroll sites by the end of the 25-26 program year. 2. The Workforce Development Team can support participants thru coaching & professional development in meeting their Quality Improvement goal(s), tracked in Vertical Change. Participants have created a Workforce Registry profile to access available training & to track professional development hours. 3. The Research team can successfully submit the common data file to Quality Counts California (QCC) while reporting on the QSSB program's reach, successes, & challenges to inform the program's future. 4. Increase understanding of the importance of, as well as participation in, high-quality early education programs through the design, development, production, & maintenance of branded & consistent communications, including a QSSB website, social & digital media, community outreach, & family engagement.				
Objective/Goal/Measure	**Activity Description**	**Activity Dosage/Frequency**	**Submission Time Frame**	**Quantitative Data**	**Qualitative Data**
Enroll & contract sites.	• Outreach to potential sites that are not currently enrolled. • Enroll & Contract sites to meet 25-26 target numbers into QSSB	Ongoing	Quarterly	Aggregate count in Persimmony number of providers	Complete the Quarterly Narrative Reporting in the Monitoring Section

Item 6.3

Improve site quality & professional development.	• Verify that all application parts are completed accurately during initial site visits. • Provide support to sites to increase capacity by connecting & resource referrals. • Provide site quality improvement TA. • Provide annual site retention incentives & funding support. • Provide training, coaching, & professional development.	Ongoing	Quarterly	1. Aggregate count in Persimmony number of providers 2. Enter Monitoring Training tracking in Persimmony: • Date of the training • Name of the training • Number of attendances • Attendee Type	1. Upload PDFs of the training description 2. Upload PDF of attendance & registration records. 3. Upload PDFs of the attendee's feedback & training evaluation
Support QSSB Research	• Manage & support data using Vertical Change • Provide coaching, operations, & steering committee reports • Conduct annual process evaluation. • Conduct annual system evaluation. • Submit annual common data files	Ongoing	Quarterly	1. Aggregate count of children with demographics (language, ethnicity & race) 2. Aggregated count of providers	Upload Research reports & evaluation results
Maintain communication & marketing reach	• Maintain a file management system. • Design, maintain, & distribute marketing materials. • Procure, store, & deliver branded promotional materials. • Maintain & regularly update the QSSB website. • Maintain & regularly update the QSSB social media accounts. • Collaborate with partners to share information. • Post program participation on the QSSB website. • Create marketing campaigns to grow brand, audience, & engagement.	Ongoing	Quarterly	N/A	1. Upload any PDF documents of the communication report. 2. Complete the Quarterly Narrative Reporting in the Monitoring Section 3. Complete the Annual Narrative Reporting in the Monitoring Section

ATT B

Current Fis Category and Item	Description/Justification	Pay Rate	FTE/% Allocati	# of Hours	Benefit Rate	F5 SB Salary	F5 SB Benefits	F5 SB Salary Bu	Total Salary	F5 % of Total S
Summary										
F5 SB Salary	$473,832									
F5 SB Benefits	$154,801									
F5 SB Salary & Benefits Budget	$628,633									
Services & Supplies Total	$601,752									
Travel Total	$40,300									
Subcontractors Total	$47,896									
Indirect Costs	$128,740									
Total Budget	$1,447,321									
Current Year Total	Estimated Budget: $1447321.33894									
TRUE 2026-2027 Budget Category	**Estimated Budget: $1447321.33894**									
Salaries & Benefits										
Names	**Position/Description/Justification**	**Pay Rate**	**FTE**	**# of Hours**	**Benefit Rate**					
Olivia Pillado	Manager II Research/ Oversees the evaluation of the program and the data system for the QRIS partnership	$77.17	0.13	260	32.67%	$20,064	$6,555	$26,619	$212,953	13%
Jesse Pineda	Senior Research Analyst/ Leads implementation of the data system for the QRIS partnership, including; design, data quality assurance and user support.	$50.84	0.48	988	32.67%	$50,230	$16,410	$66,640	$140,295	48%
Morgan Franklin	Research Analyst/ Supports the Sr. Analyst in implementation of the data system. Develops tools for continuous quality improvement and conducts additional evaluation activities	$38.18	0.40	832	32.67%	$31,766	$10,378	$42,144	$105,359	40%
Christina Aranda	Manager II, Professional Development/ Responsible in management of all grant activities, requirements, and documentation	$69.44	0.21	442	32.67%	$30,692	$10,027	$40,720	$191,622	21%
Chantia Hollingsworth	Supervisor, Professional Development/ Conducts visits with parents and their children in their home in compliance with PAT.	$43.60	0.50	1040	32.67%	$45,344	$14,814	$60,158	$120,316	50%
Claudia Castillo	Professional Development Coach II/ Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc	$36.43	0.50	1040	32.67%	$37,887	$12,378	$50,265	$100,530	50%
Sidney Everly	Professional Development Coach II/ Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc	$37.46	0.50	1040	32.67%	$38,958	$12,728	$51,686	$103,372	50%
Adriane Coe	Professional Development Coach II/ Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc	$37.82	0.50	1040	32.67%	$39,333	$12,850	$52,183	$104,366	50%
Laura McCay	Professional Development Coach II/ Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc	$35.34	0.50	1040	32.67%	$36,754	$12,007	$48,761	$97,522	50%
Melinda Wallace	Professional Development Coach II/ Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc	$33.99	0.50	1040	32.67%	$35,350	$11,549	$46,898	$93,797	50%
Leslie Argumedo	Professional Development Coach II/ Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc	$37.47	0.50	1040	32.67%	$38,969	$12,731	$51,700	$103,400	50%
Cynthia Renteria	Director, Workforce Development/ Lead the Workforce Development Department for the QRIS partnership.	$87.82	0.05	104	32.67%	$9,133	$2,984	$12,117	$242,342	5%
Ernestina Sanchez	Workforce Development Admin Assistant/ Provides support with contracts and processes all enrollments/re-enrollments for the QSSB participants	$32.13	0.13	260	32.67%	$8,354	$2,729	$11,083	$88,664	13%
Patty Bautista	Workforce Development Admin Assistant/ Provides support with contracts and processes all enrollments/re-enrollments for the QSSB participants	$40.01	0.13	260	32.67%	$10,403	$3,399	$13,801	$110,409	13%
Tiffany Montero	Community Development Admin Assistant/ Provides support with contracts and processes all enrollments/re-enrollments for the QSSB participants	$28.08	0.38	780	32.67%	$21,902	$7,156	$29,058	$77,488	38%
Susan Montalvo	Director, Communications/ Leads development and execution of key actions; manage timeline and budgets	$119.83	0.08	156	32.67%	$18,693	$6,107	$24,801	$330,675	8%
Services & Supplies										
Expense	**Description/Justification**	**Total F5SB Budget**	**% Allocation**							
Postage	Postage for mailings to providers and postage pieces to support the program.	$600	0.04%							

Printing	Marketing materials; printing and design of outreach materials including: posters, postcards, banners, signage, nametags, business cards, certificates, flyers, and provider toolkits. Including printing and design of research briefs and posters.	$6,600	0.46%
Supplies	Budget includes program supplies for FTE's for 12 months the duration of the contract as well as gift card purchases for focus group participants in the evaluation of the QSSB program.	$7,835	0.54%
Advertising&Consulting	Advertising and consulting will support the production of high quality videos and design work; such as Spanish language translations for the purpose of enrollment, education, and accessibility. Social media such Facebook/Twitter /Instagram advertising; E-newsletters will be used to complete program objectives. In addition, print and digital advertisements across county will include the use of billboards, newspapers, magazines, radio, television.	$46,000	3.18%
VerticalChange	Data system services for up to 75 administrative accounts, unlimited number of sites. Includes customer success / premium support and development	$98,000	6.77%
Webhosting	Category also includes monthly website hosting , and costs for plugins, modules, and necessary platforms (i.e. Samepage)	$10,000	0.69%
Provider Incentives	Incentives to be awarded to participants based on program type and level of quality, including but not limited to: high quality awards, quality improvement awards, training and substitute teacher reimbursements	$432,717	29.90%

Travel

Travel	Description/Justification	Total F5SB Budget	
Training	Costs related to staff development, such as on-site trainings, memberships, and certifications/recertifications	$6,000	0.41%
Mileage & Conference	Costs associated with attending conferences and conducting work-related travel. Budget for Workforce Development staff to attend the following conferences: BUILD Conference, CAEYC PD Institute and Conference and First 5 Summit Conference. Budget includes Research staff, to attend BUILD Conference and QCC Meeting in Sacramento, CA. All conference costs include flight, hotel, registration, transportation, travel and per diem amounts. Costs also include mileage for staff to visit participants and attend meetings.	$34,300	2.37%

Direct Cost for Program

Organization Name	Description/Justification	Total F5SB Budget	
Overhead Costs	This amount includes an estimated cost for overhead such as rent, telephone, office maintenance, security, insurance, and utilities.	$47,896	3.31%

Indirect Costs

Indirect Costs	Description/Justification	Total	
Indirect Cost	10% of MTDC. The MTDC is based on expenses listed excluding rent in the MTDC calculation.	$128,740	8.90%

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: Child Care Resource Center

Item 6.3

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

   Yes ☒ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐

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

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

   ____

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

Company Name	**Relationship**
N/A	

6. Name of agent(s) of Contractor:

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

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

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

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

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

9. Was a campaign contribution, of more than $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: ______**N/A** ____

    Name of Contributor: **N/A** ____

    Date(s) of Contribution(s): **N/A** ____

    Amount(s): **N/A** ____

    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.

Michael Olenick (Apr 23, 2026 13:29:44 PDT)

Authorized Signature

Item 6.4

AGENDA ITEM 6.4
July 8, 2026

Subject	Quality Counts California Quality Start San Bernardino Contracts
Recommendation	Approve the use of Quality Counts California funding for the following Contracts for implementation of Quality Start San Bernardino for Fiscal Year 2026-2027 retroactive to July 1, 2026: a. University Enterprises Corporation/California State University, San Bernardino, for Contract No. 26-033, in the amount of $60,030, to enhance higher education opportunities in early care and education and conduct site assessments; and b. San Bernardino County Superintendent of Schools for Contract No. 26-034, in the amount of $23,176, for administrative services; and c. Child Care Resource Center for Contract No. 26-038, in the amount of $764,819, for outreach and enrollment, coordination of quality improvement services, program evaluation and professional development. (Presenter: Ernest Marquez, Staff Analyst II, 386.7706)
Financial Impact	$848,025 for Fiscal Year 2026-2027
Background Information	First 5 San Bernardino (F5SB) has contracted with San Bernardino County Superintendent of Schools (SBCSS), California State University San Bernardino (CSUSB), and Child Care Resource Center (CCRC) to implement Quality Start San Bernardino (QSSB) since 2015. The proposed contracts are for a one-year term, with four additional one-year options to extend the contract term, for a total of five years.

Since 2020, First 5 San Bernardino (F5SB) has received Quality Counts California (QCC) funding to administer quality improvement supports to early learning and care (ELC) programs through Quality Start San Bernardino (QSSB).

The purpose of QCC is to support increased learning and healthy development of California's children by supporting site-level improvements, administrative support, and building an equitable childcare system. With QCC funds, QSSB provides site-based training, technical assistance, coaching, and other resources to support continuous quality improvement and promote better outcomes for children and families.

For Fiscal Year 2026-2027, QCC funding will allow QSSB to meet the following goals:

- Reducing the number of California Child Care Licensing Type A violations in licensed centers and childcare family homes.
- Increase the use of evidence-based observation tools and using data to improve child outcomes, using tools such as the Desired Results Development Profile (DRDP).
- Increase the use or offering of annual health screenings including vision, hearing, and developmental screenings, using tools such as the Ages & Stages Questionnaire (ASQ).
- Improve the effectiveness of teaching staff to respond to children's needs, using tools such as the Classroom Assessment Scoring System (CLASS).

Support should be prioritized for childcare settings that serve children and families with the most need and at highest risk.

Pending Commission approval of the recommended contracts, QSSB services will continue to be provided by the following organizations for Fiscal Year 2026-2027:

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

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

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

Family Support
- Families are connected to services that support children's development and parent/caregiver resiliency.
- Families are connected to resources that support their caregiving skills and social/family engagement.
- Families and providers are aware of and know how to access existing county support and resources.

Review Dawn Martin, Commission Counsel

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

Item 6.4

CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

STANDARD CONTRACT

FOR COMMISSION USE ONLY					
X New / Change / Cancel	Vendor Code 20000092	SC	Dept. 903	A	Contract Number 26-033

Organization: Children and Families Commission		Contractor's License No.
Commission Representative: Cindy Faulkner, Interim ED	Telephone: 909-386-7706	Total Contract Amount: $60,030

Contract Type: ☐ Revenue ☒ 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	July 1, 2026	June 30, 2027	$	

Cost Center	GL Account	Internal Order No.	Amount
9034009900	53003357	2000182	$60,030
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
QSSB QCC		$				
	26-27	$60,030				

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)
University Enterprises Corporation @ CSUSB

Department/Division
Institute of Child Development & Family Relations

Address
5500 University Parkway
San Bernardino, CA 92407

Program Address (if different from legal address):

Phone
(909) 537-5918

Federal ID No.
95-6067343

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**

Item 6.4

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, wheelchair 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, Attachment B – Program Budget and Attachment C – Levine Act. 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 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. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability

insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.

4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.

5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.

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

7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

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

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

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

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

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

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

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

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

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

1) Premises operations, fixed assets and mobile equipment.

2) Products and completed operations.

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

4) Explosion, collapse and underground hazards.

5) Personal injury

6) Contractual liability.

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

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

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

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

d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary

coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

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

or

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

or

Directors and Officers Insurance coverage with limits of not less than one million dollars ($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 Commission.

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 one million dollars ($1,000,000) for each occurrence or event with an annual aggregate of two million dollars ($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 Commission 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: 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 $60,030 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 $500 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. Single Audit

Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending $1,000,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR)- Title 2 CFR 200.501 shall be submitted to First 5 San Bernardino within thirty (30) days of completion, but not later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node+se2.1.200 1501&rgn+dvn8 for further information.

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

US Department of Health and Human Services:

Number 93.575 Child Care Development Fund

Number 93.434 ESSA-Preschool Development Grants Birth Through Five

Federal Funding Appointment

Fiscal Year 2026-2027 $60,030 July 1, 2026 through June 30, 2027

F. Recovery of Investigation and Audit Costs

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

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

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 July 1, 2026 and expires June 30, 2027 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 30,2027 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:

University Enterprises Corporation
Institute of Child Development & Family Relations
5500 University Parkway
San Bernardino, CA 92407

Commission:

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

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

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

D. 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.

XIII. CONCLUSION

Item 6.4

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	UNIVERISTY ENTERPRISE CORPERATION, CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
	Legal Entity
►	►
Authorized Signature	Authorized Signature
Elliot Weinstein M.D.	Julie Wessel
Printed Name	Printed Name
Commission Chair	Director Sponsored Programs Administration
Title	Title
Dated	Dated

Official Stamp

	Approved as to Legal Form	Presented to Commission for Signature
►	►	►
	Dawn Martin	Cindy Faulkner
	Commission Counsel	Interim Executive Director
Date	Date	Date

26-033 - Quality Start San Bernardino - Work Plan

smartsheet

Item 6.4

	Objective/Goal/Measure	Activity Description	Activity Dosage/Frequency	Submission Time Frame	Quantitative Data	Qualitative Data
1	**Navigation**					
2	Project Dashboard					
3	Document Tracker					
4	Project Budget					
5	Project Plan					
6	Project RAID Log					
7	Project Team					
8	**Work Plan**					
9	**Project Information**					
10	Program Name	Quality Start San Bernardino (QSSB) QCC				
11	Contract Number	26-033				
12	Commission Date	07/08/26				
13	Evaluator	Josh Roche				
14	**Summary**					
15	Agency Name	University Enterprises Corporation @CSUSB				
16	Program Name	Quality Start San Bernardino (QSSB) QCC				
17	Contract Number	26-033				
18	Service Area	High Desert, Low Desert, East Valley, Central Valley, West Valley				
19	Period	2026-2027				
20	**Expectations**	**Description**				
21	Program Description	The Institute for Child Development and Family Relations (ICDFR) at CSUSB will serve as the operational lead for the assessors. This includes the coordination and oversight of assessors through recruitment and selection, training and recertification, and fulfillment of the assessment process. ICDFR will also serve as the operational lead for the higher-education component of Quality Improvement (QI) for QSSB. This will include conducting a needs assessment of agencies and a resource assessment of available educational opportunities. ICDR will also coordinate higher education groups from regional 2 and 4 year Universities, both public and private, including the awarding and supervising of stipends to higher-ed partners to identify and develop paths to increase availability of and access to higher-ed opportunities for educators in the community.				
22	Expectations	Through a culturally responsive approach, the Institute for Child Development and Family Relations (ICDFR) at CSUSB will serve as the operational lead for the higher-education component of Quality Improvement (QI), research, & provide informative assessments to ECE sites.				
23	**Outcomes**	**Description**				
24	Outcomes	1.Train providers to use the Informative Assessment tool for self-assessment purposes in the context of Community of Practice. 2.Coordination of higher education groups from regional 2- & 4-year universities, both public and private, to increase the availability of and access to higher education opportunities for educators and the community. 3.Workforce development through connecting ECE providers to higher-education training/certifications				
25	**Objective/Goal/Measure**	**Activity Description**	**Activity Dosage/Frequency**	**Submission Time Frame**	**Quantitative Data**	**Qualitative Data**
26	To serve as the assessment lead & build assessment capacity	•Conduct Assessments for designated sites. •Build assessor and trainer capacity. •Train providers to use the Informative Assessment tool for self-assessment purposes •Build Communities of Practice. •Conduct assessments for designated sites (number TBD) •Maintain assessor capacity	Ongoing	Quarterly	N/A	•Upload the following: oAssessment reports in Vertical Change / Pinwheel. oActive roster of trained assessors •Narrative report on successes & challenges of the program
27	To provide higher education workforce & professional development aligned with K-12 systems	•Work with the higher education consortium to continue to enhance access through events and new processes. •Implement Community College Connection Days oFall: CC comes to CSUSB to visit with faculty. Students get tour and lunch. oSpring: CSUSB Faculty go to CC to meet with students who are considering transferring •Provide Online Program: “Application Questions & Connections” for ECEs to get “real time” support with applying to CC and/or CSUSB •Building on Barriers to Bridges work, connecting ECEs to higher education through on-campus events.	Ongoing	Quarterly	N/A	•Upload PDF document of the following: oMeeting dates and notes. oMaterials from higher-ed fairs, information sessions, & networking events. •Narrative report on successes & challenges of the program

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26-033 - Quality Start San Bernar - Project Budget

	Current Fiscal Year	Category and Item	Description/Justification	Pay Rate	FTE/% Allocation	# of Hours	Benefit Rate	F5 SB Salary	F5 SB Benefits	F5 SB Salary Budget
1		**Navigation**								
2		Project Dashboard								
3		Document Tracker								
4		**Project Budget**								
5		Project Plan								
6		Project RAID Log								
7		Project Team								
8		Work Plan								
9		**Project Information**								
10		Program Name	Quality Start San Bernardino (QSSB) QCC							
11		Contract Number	26-033							
12		Commission Date	07/08/26							
13		Accountant	Ileana Conley <ileana.conley@cfc.sbcounty.gov>							
14		Fiscal Year	2025-2026							
15		**Summary**								
16		F5 SB Salary	$35,647							
17		F5 SB Benefits	$16,553							
18		F5 SB Salary Budget	$52,200							
19		Total Salary	$1,193,316							
20		Indirect Cost Total	$7,830							
21		Total Budget	$60,030							
22		Current Year Total	Estimated Budget: $60030.10779							
23		**2026-2027 Budget Category**	**Estimated Budget: $60030.10779**							
24		**Salaries & Benefits**								
25		**Names**	**Position/Description/Justification**	**Pay Rate**	**FTE**	**# of Hours**	**Benefit Rate**			
26		Mark Agars	Director/Overall program oversight	$91.40	0.01	29.97	9.15%	$2,739	$251	$2,990
27		Amanda Wilcox Herzog	Faculty Lead/Faculty lead on assessment activities	$92.71	0.01	29.55	9.15%	$2,740	$251	$2,990
28		Amy Van Schagen	Faculty Lead/Faculty lead on higher-ed pathways activities	$77.12	0.02	35.53	9.15%	$2,740	$251	$2,991
29		Lauren Olivas	Project Analyst Assessment/This role will conduct assessment activities and research for QSSB participants, provide assessor training; other related duties	$28.95	0.11	224.56	60.41%	$6,501	$3,927	$10,428
30		Virginia Roundy	Project Analyst Assessment/This role will conduct assessment activities and research for QSSB participants, provide assessor training; other related duties	$27.73	0.11	224.52	60.41%	$6,226	$3,761	$9,987
31		Amanda Beld	Project Analyst Workforce/ This role will provide program support to faculty leads on higher-ed activities and other related duties.	$27.05	0.11	224.54	60.41%	$6,074	$3,669	$9,743
32		TBD	Assessors/This role will provide assessments for QSSB participants, attend training and other related duties.	$24.00	0.03	58.26	9.31%	$1,398	$130	$1,528
33		Carmen Uribe	Administrative Support General/This role will provide administrative support to the QSSB funded staff.	$22.00	0.06	122.75	59.66%	$2,701	$1,611	$4,312
34		TBD	Administrative Assistant/This role will provide administrative support for QSSB staff.	$20.19	0.04	74.29	59.66%	$1,500	$895	$2,395
35		Yarele Vargas	Administrative Support/This role will provide budget support to QSSB staff and ICDFR leadership	$38.00	0.04	79.71	59.66%	$3,029	$1,807	$4,836
36		**Indirect Costs**								
37		**Organization Name**	**Description/Justification**	**Total F5SB Budget**						
38		IDC	15%	$7,830.00						
39										
40										
41										
42										
43										
44										

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Total Salary	F5 % of Total Salary	Notes	HIDE ->	Created	Parent Helper	Grandparent	Parent
				04/02/26 2:17 PM	**Navigation**		
				04/02/26 2:17 PM	Navigation Project Dashboard		Navigation
				04/02/26 2:17 PM	Navigation Document Tracker		Navigation
				04/02/26 2:17 PM	Navigation Project Budget		Navigation
				04/02/26 2:17 PM	Navigation Project Plan		Navigation
				04/02/26 2:17 PM	Navigation Project RAID Log		Navigation
				04/02/26 2:17 PM	Navigation Project Team		Navigation
				04/02/26 2:17 PM	Navigation Work Plan		Navigation
				04/02/26 2:17 PM	**Project Information**		
				04/02/26 2:17 PM	Project Information Program Name		Project Information
				04/02/26 2:17 PM	Project Information Contract Number		Project Information
				04/02/26 2:17 PM	Project Information Commission Date		Project Information
				04/02/26 2:17 PM	Project Information Accountant		Project Information
				04/02/26 2:17 PM	Project Information Fiscal Year		Project Information
				04/02/26 2:17 PM	**Summary**		
				04/02/26 2:17 PM	Summary F5 SB Salary		Summary
				04/02/26 2:17 PM	Summary F5 SB Benefits		Summary
				04/02/26 2:17 PM	Summary F5 SB Salary Budget		Summary
				04/02/26 2:17 PM	Summary Total Salary		Summary
				04/02/26 2:17 PM	Summary Indirect Cost Total		Summary
				04/02/26 2:17 PM	Summary Total Budget		Summary
				04/02/26 2:17 PM	Summary Current Year Total		Summary
				04/02/26 2:17 PM	**2026-2027 Budget Category**		
				04/02/26 2:17 PM	**2026-2027 Budget Category Salaries & Benefits**		2026-2027 Budget Category
				04/02/26 2:17 PM	**2026-2027 Budget Category Salaries & Benefits Names**	**2026-2027 Budget Category**	**Salaries & Benefits**
$207,507	1%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names Mark Agars	Salaries & Benefits	Names
$210,481	1%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names Amanda Wilcox Herzog	Salaries & Benefits	Names
$175,087	2%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names Amy Van Schagen	Salaries & Benefits	Names
$96,592	11%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names Lauren Olivas	Salaries & Benefits	Names
$92,522	11%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names Virginia Roundy	Salaries & Benefits	Names
$90,253	11%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names Amanda Beld	Salaries & Benefits	Names
$54,568	3%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names TBD	Salaries & Benefits	Names
$73,060	6%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names Carmen Uribe	Salaries & Benefits	Names
$67,050	4%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names TBD	Salaries & Benefits	Names
$126,195	4%			04/02/26 2:17 PM	2026-2027 Budget Category Salaries & Benefits Names Yarele Vargas	Salaries & Benefits	Names
				04/02/26 2:17 PM	**2026-2027 Budget Category Indirect Costs**		2026-2027 Budget Category
				04/02/26 2:17 PM	**2026-2027 Budget Category Indirect Costs Organization Name**	**2026-2027 Budget Category**	**Indirect Costs**
				04/02/26 2:17 PM	2026-2027 Budget Category Indirect Costs Organization Name IDC	Indirect Costs	Organization Name

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Today	Totals	Summary	Level	Ancestors	Section	Project Name	Accountant Helper	Commission Date	Allocation Helper	Budget Helper
06/10/26		☑	**1**	**0**	**Navigation**	**Quality Start**	**Ileana Conley**	**07/08/26**	**False**	**#NO MATCH**
06/10/26		☑	2	1	Navigation	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	2	1	Navigation	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	2	1	Navigation	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	2	1	Navigation	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	2	1	Navigation	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	2	1	Navigation	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	2	1	Navigation	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	**1**	**0**	**Project**	**Quality Start**	**Ileana Conley**	**07/08/26**	**False**	**#NO MATCH**
06/10/26		☑	2	1	Project Information	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	2	1	Project Information	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	2	1	Project Information	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	2	1	Project Information	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	2	1	Project Information	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	**1**	**0**	**Summary**	**Quality Start**	**Ileana Conley**	**07/08/26**	**False**	**#NO MATCH**
06/10/26		☑	2	1	Summary	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	2	1	Summary	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	2	1	Summary	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	2	1	Summary	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	2	1	Summary	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	2	1	Summary	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	2	1	Summary	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☑	**1**	**0**	**2026-2027**	**Quality Start**	**Ileana Conley**	**07/08/26**	**False**	**#NO MATCH**
06/10/26		☐	2	1	Salaries & Benefits	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☐	**3**	**2**	**Names**	**Quality Start San**	**Ileana Conley**	**07/08/26**	**False**	**#NO MATCH**
06/10/26	$207,507	☐		3	Names	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26	$210,481	☐		3	Names	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26	$175,087	☐		3	Names	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26	$96,592	☐		3	Names	Quality Start San Bernardino (QSSB) QCC	Ileana Conley <ileana.conley@cfc.sbcounty.g	07/08/26	False	#NO MATCH
06/10/26	$92,522	☐		3	Names	Quality Start San Bernardino (QSSB) QCC	Ileana Conley <ileana.conley@cfc.sbcounty.g	07/08/26	False	#NO MATCH
06/10/26	$90,253	☐		3	Names	Quality Start San Bernardino (QSSB)	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26	$54,568	☐		3	Names	Quality Start San Bernardino (QSSB)	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26	$73,060	☐		3	Names	Quality Start San Bernardino (QSSB)	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26	$67,050	☐		3	Names	Quality Start San Bernardino (QSSB)	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26	$126,195	☐		3	Names	Quality Start San Bernardino (QSSB)	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☐	2	1	Indirect Costs	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH
06/10/26		☐	**3**	**2**	**Organization Name**	**Quality Start San**	**Ileana Conley**	**07/08/26**	**False**	**#NO MATCH**
06/10/26	$7,830	☐		3	Organization Name	Quality Start San	Ileana Conley	07/08/26	False	#NO MATCH

Exported on June 10, 2026 11:16:52 AM PDT

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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: University Enterprises Corporation at CSUSB

Item 6.4

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

   Yes, x If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐

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

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
California State University, San Bernardino	Affiliated institution (auxiliary relationship)

6. Name of agent(s) of Contractor:

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

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

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

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

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than $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 x 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.

____
Authorized Signature

FOR COMMISSION USE ONLY						Item 6.4
X New Change Cancel	Vendor Code 20000092	SC	Dept. 903	A	Contract Number 26-034	
Organization Children and Families Commission					Contractor's License No.	
Commission Representative Cindy Faulkner, Interim ED		Telephone 909-386-7706			Total Contract Amount $23,176	

CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

STANDARD CONTRACT

Contract Type

☐ Revenue ☒ 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	July 1, 2026	June 30, 2027	$	

Cost Center	GL Account	Internal Order No.	Amount
9034009900	53003357	2000182	$23,176
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
San Bernardino County QSSB						
QCC Operation Lead		$				
	26-27	$23,176				

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)

San Bernardino County Superintendent of Schools

Department/Division

Early Education and Development Department

Address

601 North E Street

San Bernardino, CA 92415

Phone

(909) 386-2701

Federal ID No.

95-6000931

Program Address (if different from legal address):

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**

Item 6.4

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, wheelchair 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

Item 6.4

A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan, Attachment B – Program Budget and Attachment C – Levine Act. 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 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. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees

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

4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.

5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.

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

7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.

8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

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

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

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

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

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

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

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

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

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

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

   1) Premises operations, fixed assets and mobile equipment.

   2) Products and completed operations.

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

   4) Explosion, collapse and underground hazards.

   5) Personal injury

   6) Contractual liability.

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

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

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

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

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

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

or

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

or

<u>Directors and Officers Insurance</u> coverage with limits of not less than one million dollars ($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 Commission.

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. <u>Cyber Liability Insurance</u> - Cyber Liability Insurance with limits of no less than one million dollars ($1,000,000) for each occurrence or event with an annual aggregate of two million dollars ($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 Commission entities and cover breach response cost as well as regulatory fines and penalties.

g. <u>Abuse/Molestation Insurance</u> – 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: 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 $23,176 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 $500 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

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E. Single Audit

Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending $1,000,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR)- Title 2 CFR 200.501 shall be submitted to First 5 San Bernardino within thirty (30) days of completion, but not later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node+se2.1.200 1501&rgn+dvn8 for further information.

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

US Department of Health and Human Services:

Number 93.575 Child Care Development Fund

Federal Funding Appointment

Fiscal Year 2026-2027 $23,176 July 1, 2026 through June 30, 2027

F. Recovery of Investigation and Audit Costs

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

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

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 July 1, 2026 and expires June 30, 2027, 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, 2027 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:

San Bernardino County Superintendent of Schools
Early Education and Development Department
601 North E Street
San Bernardino, CA 92415

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

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

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

D. 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.

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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	SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS Legal Entity
► ______ Authorized Signature	► ______ Authorized Signature
Elliot Weinstein M.D. Printed Name	Richard De Nava Printed Name
Commission Chair Title	Chief Business Officer Title
______ Dated	______ Dated

Official Stamp

	Approved as to Legal Form	Presented to Commission for Signature
► ______	► ______	► ______
______	Dawn Martin Commission Counsel	Cindy Faulkner Interim Executive Director
______ Date	______ Date	______ Date

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ATT A

Objective/Goal/Measure	Activity Description	Activity Dosage/Frequency	Submission Time Frame	Quantitative Data	Qualitative Data
Project Information					
Contract Number	26-034				
Commission Date	06/03/26				
Evaluator	Josh Roche				
Summary					
Agency Name	San Bernardino County Superintendent of School				
Program Name	Quality Start San Bernardino (QCC)				
Contract Number	26-034				
Service Area	High Desert, Low Desert, East Valley, Central Valley, West Valley				
Period	2026-2027				
Expectations	**Description**				
Program Description	SBCSS will serve as an operational lead overseeing and working with QSSB partners to coordinate all aspects of the QSSB system. SBCSS will work to increase the alignment and coordination of quality improvement supports offered to sites contracted by the organization. SBCSS will also be represented on the QSSB Steering Committee to contribute to planning and decision making for the system.				
Expectations	Increasing quality in early learning environments, including California State Preschool Programs (CSPP), is integral to supporting children ages 0-5. To do so, the San Bernardino County Superintendent of Schools (SBCSS) will continue to be an active & vested partner in Quality Start San Bernardino (QSSB). The goals associated with QSSB include but are not limited to supporting whole child, whole family, & whole community development through joyful learning experiences, positive relationships with adults, social-emotional behavior support, quality classroom environments, & family engagement. SBCSS will serve as the operational lead collaborating with QSSB partners to increase the alignment & coordination of quality improvement support offered to sites contracted by the organization. SBCSS will also lead the QIS Steering Committee to contribute to planning & decision-making for the system.				
Outcomes	**Description**				
Outcomes	SBCSS will monitor deliverable progress & report quantitative & qualitative data regularly. A successful contract will increase quality at participating sites, positively impacting San Bernardino County children, families, & communities. The scope of work grounded in data review & continuous improvement will be monitored & adjusted as needed to ensure successful outcomes.				
Objective/Goal/Measure	**Activity Description**	**Activity Dosage/Frequency**	**Submission Time Frame**	**Quantitative Data**	**Qualitative Data**
1. QSSB Outreach	•Support CCRC in QSSB outreach to educational partners via listserv, social media, email, & community events. •Support sites with completing yearly program enrollment forms.	Ongoing	Quarterly	N/A	Narrative report on success & challenges
2. QIP Technical Assistance for CSPP	Provide technical assistance to enrolled sites aligned with QIP goals & objectives. This activity benefits the QSSB System.	Ongoing, as needed	Quarterly	N/A	Narrative report on success & challenges
3. Planning and Facilitation of the QSSB Steering and Operations Committees	•Conduct Planning and Facilitation for the Steering Committee. •Conduct Planning and Facilitation for Operations Team Meetings & provide updates to the Steering Committee.	Ongoing, quarterly meetings	Quarterly	Enter Monitoring Meeting tracking in Persimmony: •Date of the meeting •Name of the meeting •Number of people in the meeting •Number of partner agencies represented in the meeting. •List of the partner agencies	1.Upload PDFs of the meeting minutes. 2.Narrative report of success & challenges

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4. Quality Improvement Professional Learning/Training Opportunities	Provide PL opportunities that align with before mentioned goals.	Ongoing, as needed	Quarterly	1.Aggregate count in Persimmony number of providers who attended the training. 2.Enter Monitoring Training tracking in Persimmony: •Date of the training •Name of the training •Number of attendances •Attendee Type	1.Upload PDFs of the training description 2.Upload PDF of attendance & registration records. 3.Upload PDFs of the attendee's feedback & training evaluation 4.Narrative report of success & challenges
5.Communicate Implementation Updates	•Attending state, regional, and/or local convenings as appropriate. •Providing updates to Operations & Steering Committees.	Ongoing	Quarterly	N/A	Narrative report on success & challenges
6.Collaborate with the Local Planning Council	Coordinate & align QSSB activities & implementation	Ongoing, as needed	Quarterly	N/A	Narrative report on success & challenges
7.Collaborate with the UPK Mixed Delivery Workgroup	Coordinate & align QSSB activities & implementation with the broader UPK mixed delivery system.	Ongoing, as needed	Quarterly	N/A	Narrative report on success & challenges

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ATT B

Current Fis Category and Item	Description/Justification	Pay Rate	FTE/% Allocati	# of Hours	Benefit Rate	F5 SB Salary	F5 SB Benefits	F5 SB Salary Bu
Project Information Summary								
Budget	$20,689							
F5 SB Salary	$14,946							
F5 SB Benefits	$5,743							
F5 SB Salary Budget	$20,689							
F5 % of Total Salary	9%							
Services & Supplies Total	$2,487							
Total Budget	$23,176							
Current Year Total	Estimated Budget: $23176.4095							
TRUE **2026-2027 Budget Category**	**Estimated Budget: $23176.4095**							
Salaries & Benefits								
Names	**Position/Description/Justification**	**Pay Rate**	**FTE**	**# of Hours**	**Benefit Rate**			
Karen Good	Program Manager, Early Education & Development: Provides as-needed support for QSSB deliverables and supports alignment of QSSB activities with the broader UPK mixed-delivery system.	$114.81	0.05	100	33%	$11,481	$3,822	$15,303
Jessica Raisola	Early Learning Program Technician: Provides administrative and logistical support for QSSB deliverables, including meeting documentation, professional development coordination, contract support, invoicing, incentive processing, and other related tasks	$41.75	0.04	83	55%	$3,465	$1,921	$5,386
Services & Supplies								
Expense	**Description/Justification**	**Total F5SB Budget**	**% Allocation**					
Network User Fee	Necessary for staff access to SBCSS systems to support QSSB coordination and deliverables.	$774.00	3.34%					
Cell Phone Allowance	Supports work-related communication required to carry out QSSB activities.	$48.00	0.21%					
Indirect Cost 7.74%	SBCSS applies an indirect cost rate that is negotiated and approved annually by the California Department of Education, in accordance with applicable state and federal guidelines.	$1,665.00	7.18%					

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Total Salary	F5 % of Total $	Notes	HIDE ->	Created	Parent Helper	Grandparent	Parent
				04/07/26 7:55 AM	Project Information		
				04/07/26 7:55 AM	Summary		
				04/07/26 7:55 AM	Summary Budget		Summary
				04/07/26 7:55 AM	Summary F5 SB Salary		Summary
				04/07/26 7:55 AM	Summary F5 SB Benefits		Summary
				04/07/26 7:55 AM	Summary F5 SB Salary Budget		Summary
				04/07/26 7:55 AM	Summary F5 % of Total Salary		Summary
				04/07/26 7:55 AM	Summary Services & Supplies Total		Summary
				04/07/26 7:55 AM	Summary Total Budget		Summary
				04/07/26 7:55 AM	Summary Current Year Total		Summary
				04/07/26 7:55 AM	2026-2027 Budget Category		
				04/07/26 7:55 AM	2026-2027 Budget Category Salaries & Benefits		2026-2027 Budget Categor
				04/07/26 7:55 AM	2026-2027 Budget Category Salaries & Benefits Names	2026-2027 Budget Categor	Salaries & Benefits
$318,303	5%			04/28/26 12:00 PM	2026-2027 Budget Category Salaries & Benefits Names Karen Good	Salaries & Benefits	Names
$134,984	4%			04/28/26 12:00 PM	2026-2027 Budget Category Salaries & Benefits Names Jessica Raisola	Salaries & Benefits	Names
				04/07/26 7:55 AM	2026-2027 Budget Category Services & Supplies		2026-2027 Budget Categor
				04/07/26 7:55 AM	2026-2027 Budget Category Services & Supplies Expense	2026-2027 Budget Categor	Services & Supplies
				04/28/26 12:00 PM	2026-2027 Budget Category Services & Supplies Expense Network User Fee	Services & Supplies	Expense
				04/28/26 12:00 PM	2026-2027 Budget Category Services & Supplies Expense Cell Phone Allowance	Services & Supplies	Expense
				04/28/26 12:00 PM	2026-2027 Budget Category Services & Supplies Expense Indirect Cost 7.74%	Services & Supplies	Expense

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Today	Totals	Summary	Level	Ancestors	Section	Project Name	Accountant Helper	Commission Date	Allocation Helper	Budget Helper
05/21/26		TRUE	1	0	Project Inform	Quality Start S	Ileana Conley <ileana.conley@	06/03/26	False	20689.4095
05/21/26		TRUE	1	0	Summary	Quality Start S	Ileana Conley <ileana.conley@	06/03/26	False	20689.4095
05/21/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley@cfc.sbcounty.	06/03/26	False	20689.4095
05/21/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley@cfc.sbcounty.	06/03/26	False	20689.4095
05/21/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley@cfc.sbcounty.	06/03/26	False	20689.4095
05/21/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley@cfc.sbcc	06/03/26	False	20689.4095
05/21/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley@cfc.sbcc	06/03/26	False	20689.4095
05/21/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley@cfc.sbcc	06/03/26	False	20689.4095
05/21/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley@cfc.sbcc	06/03/26	False	20689.4095
05/21/26		TRUE	2	1	Summary	Quality Start San	Ileana Conley <ileana.conley@cfc.sbcc	06/03/26	False	20689.4095
05/21/26		TRUE	1	0	2026-2027 Buc	Quality Start S	Ileana Conley <ileana.conley@	06/03/26	False	20689.4095
05/21/26			2	1	Salaries & Benefi	Quality Start San	Ileana Conley <ileana.conley@cfc.sb	06/03/26	False	20689.4095
05/21/26			3	2	Names	Quality Start Sa	Ileana Conley <ileana.conley@cfc.sb	06/03/26	False	20689.4095
05/21/26	$318,303			3	Names	Quality Start San	Ileana Conley <ileana.conley@cfc.sbcc	06/03/26	False	20689.4095
05/21/26	$134,984			3	Names	Quality Start San	Ileana Conley <ileana.conley@cfc.sbcc	06/03/26	False	20689.4095
05/21/26			2	1	Services & Suppl	Quality Start San	Ileana Conley <ileana.conley@cfc.sb	06/03/26	False	20689.4095
05/21/26			3	2	Expense	Quality Start Sa	Ileana Conley <ileana.conley@cfc.sb	06/03/26	True	20689.4095
05/21/26	$774			3	Expense	Quality Start San	Ileana Conley <ileana.conley@cfc.sbcc	06/03/26	False	20689.4095
05/21/26	$48			3	Expense	Quality Start San	Ileana Conley <ileana.conley@cfc.sbcc	06/03/26	False	20689.4095
05/21/26	$1,665			3	Expense	Quality Start San	Ileana Conley <ileana.conley@cfc.sbcc	06/03/26	False	20689.4095

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: San Bernardino County Superintendent of Schools

Item 6.4

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 ☐X

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: N/A

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

   N/A

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

Company Name	Relationship
N/A	N/A

6. Name of agent(s) of Contractor:

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

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

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

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

Company Name	Individual(s) Name
N/A	

Item 6.24

9. Was a campaign contribution, of more than $500, made to any member of the Commission within the past 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

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

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

10. Name of Commission member: __N/A______________________________

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.

4/23/26

KEVIN GARCIA
PROGRAM MANAGER PROCUREMENT / SBCSS

						FOR COMMISSION USE ONLY
X New Change Cancel	Vendor Code 20000092	SC	Dept. 903	A	Contract Number 26-038	Item 6.4

CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

STANDARD CONTRACT

Organization Children and Families Commission		Contractor's License No.
Commission Representative Cindy Faulkner, Interim ED	Telephone 909-386-7706	Total Contract Amount $764,819

Contract Type
☐ Revenue ☒ 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	July 1, 2026	June 30, 2027	$	

Cost Center	GL Account	Internal Order No.	Amount
9034009900	53003357	2000182	$764,819
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
QSSB QCC		$				
	26-27	$764,819				

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)
Child Care Resource Center

Department/Division
Communications; Resource & Referral; Research

Address
20001 Prairie Street
Chatsworth, CA 91311

Program Address (if different from legal address):
1111 E Mill Street, Suite 100
San Bernardino, CA 92408

Phone
(818) 717-1000

Federal ID No.
95-3081695

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**

Item 6.4

Item 6.4

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, wheelchair 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.

Item 6.4

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan, Attachment B – Program Budget and Attachment C – Levine Act . 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 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. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability

insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.

4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.

5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.

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

7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

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

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

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

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

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

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

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

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

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

1) Premises operations, fixed assets and mobile equipment.

2) Products and completed operations.

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

4) Explosion, collapse and underground hazards.

5) Personal injury

6) Contractual liability.

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

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

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

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

d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary

coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

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

or

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

or

<u>Directors and Officers Insurance</u> coverage with limits of not less than one million dollars ($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 Commission.

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. <u>Cyber Liability Insurance</u> - Cyber Liability Insurance with limits of no less than one million dollars ($1,000,000) for each occurrence or event with an annual aggregate of two million dollars ($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 Commission entities and cover breach response cost as well as regulatory fines and penalties.

g. <u>Abuse/Molestation Insurance</u> – 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: 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 $764,819 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 $500 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. Single Audit

Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending $1,000,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR)- Title 2 CFR 200.501 shall be submitted to First 5 San Bernardino within thirty (30) days of completion, but not later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node+se2.1.200 1501&rgn+dvn8 for further information.

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

US Department of Health and Human Services:

Number 93.575 Child Care Development Fund

Number 93.434 ESSA- Preschool Development Grants Birth Through Five

Federal Funding Appointment

Fiscal Year 2026-2027 $764,819 July 1, 2026 through June 30, 2027

F. Recovery of Investigation and Audit Costs

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

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

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 July 1, 2026 and expires June 30, 2027, 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 30,2027 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:

Child Care Resource Center
Communications; Resource & Referral; Research
20001 Prairie Street
Chatsworth, CA 91311

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

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

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

D. 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.

Item 6.4

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	CHILD CARE RESOURCE CENTER Legal Entity
► ____________ Authorized Signature	► ____________ Authorized Signature
Elliot Weinstein M.D. Printed Name	Michael Olenick, Ph. D. Printed Name
Commission Chair Title	President & CEO Title
____________ Dated	____________ Dated

Official Stamp

	Approved as to Legal Form	Presented to Commission for Signature
	Dawn Martin Commission Counsel	Cindy Faulkner Interim Executive Director
	Date	Date

Item 6.4

Objective/Goal/Measure	Activity Description	Activity Dosage/Frequenc	Submission Time Fran	Quantitative Data	Qualitative Data
Project Information					
Program Name	QSSB-QCC				
Contract Number	26-038				
Commission Date	06/03/26				
Evaluator	Josh Roche <joshua.roche@cfc.sbcounty.gov>				
Summary					
Agency Name	Child Care Resource Center, Inc.				
Program Name	QSSB-QCC				
Contract Number	26-038				
Service Area	Central Valley East Valley High Desert Low Desert West Valley				
Period	2026-2027				
Expectations	**Description**				
Program Description	CCRC will conduct outreach/enrollment for Family childcare providers, Family Friends and Neighbor providers and alternative settings and will lead the quality improvement and professional development efforts. CCRC will also support data entry management and program evaluation. As well as oversee the QSSB marketing and communications efforts.				
Expectations	CCRC will be responsible for the following expectations for the QSSB system: 1. Enrollment/Contracts with providers/sites. 2. Coordination coaching & training within the childcare workforce to facilitate quality improvement outcomes & help participants achieve higher quality within their program. 3. Research will conduct a process evaluation of QSSB to document program reach, program implementation, & participant experience & will produce a report & presentation on the evaluation by September 2025. 4. CCRC communications staff will support internal staff processes & engage & inform early childcare educators, parents, & community members under a consistent QSSB brand.				
Outcomes	**Description**				
Outcomes	1. Enrollment/Contracts will successfully enroll sites by the end of the 25-26 program year. 2. The Workforce Development Team can support participants thru coaching & professional development in meeting their Quality Improvement goal(s), tracked in Vertical Change. Participants have created a Workforce Registry profile to access available training & to track professional development hours. 3. The Research team can successfully submit the common data file to Quality Counts California (QCC) while reporting on the QSSB program's reach, successes, & challenges to inform the program's future. 4. Increase understanding of the importance of, as well as participation in, high-quality early education programs through the design, development, production, & maintenance of branded & consistent communications, including a QSSB website, social & digital media, community outreach, & family engagement.				
Objective/Goal/Measure	**Activity Description**	**Activity Dosage/Frequency**	**Submission Time Frame**	**Quantitative Data**	**Qualitative Data**
Enroll & contract sites.	• Outreach to potential sites that are not currently enrolled. • Enroll & Contract sites to meet 25-26 target numbers into QSSB	Ongoing	Quarterly	Aggregate count in Persimmony number of providers	Complete the Quarterly Narrative Reporting in the Monitoring Section

Item 6.4

Improve site quality & professional development.	• Verify that all application parts are completed accurately during initial site visits. • Provide support to sites to increase capacity by connecting & resource referrals. • Provide site quality improvement TA. • Provide annual site retention incentives & funding support. • Provide training, coaching, & professional development.	Ongoing	Quarterly	1. Aggregate count in Persimmony number of providers 2. Enter Monitoring Training tracking in Persimmony: • Date of the training • Name of the training • Number of attendances • Attendee Type	1. Upload PDFs of the training description 2. Upload PDF of attendance & registration records. 3. Upload PDFs of the attendee's feedback & training evaluation
Support QSSB Research	• Manage & support data using Vertical Change • Provide coaching, operations, & steering committee reports • Conduct annual process evaluation. • Conduct annual system evaluation. • Submit annual common data files	Ongoing	Quarterly	1. Aggregate count of children with demographics (language, ethnicity & race) 2. Aggregated count of providers	Upload Research reports & evaluation results
Maintain communication & marketing reach	• Maintain a file management system. • Design, maintain, & distribute marketing materials. • Procure, store, & deliver branded promotional materials. • Maintain & regularly update the QSSB website. • Maintain & regularly update the QSSB social media accounts. • Collaborate with partners to share information. • Post program participation on the QSSB website. • Create marketing campaigns to grow brand, audience, & engagement.	Ongoing	Quarterly	N/A	1. Upload any PDF documents of the communication report. 2. Complete the Quarterly Narrative Reporting in the Monitoring Section 3. Complete the Annual Narrative Reporting in the Monitoring Section

Item 6.4

Current Fis Category and Item	Description/Justification	Pay Rate	FTE/% Allocati	# of Hours	Benefit Rate	F5 SB Salary	F5 SB Benefits	F5 SB Salary Bu	Total Salary	F5 % of Total $
Project Information										
Program Name	QSSB-QCC									
Contract Number	26-038									
Commission Date	06/03/26									
Accountant	Ileana Conley <ileana.conley@cfc.sbcounty.gov>									
Fiscal Year	2026-2027									
Summary										
F5 SB Salary	$473,832									
F5 SB Benefits	$154,801									
F5 SB Salary Budget	$628,633									
Services & Supplies Total	$21,123									
Direct Cost to Program Total	$48,409									
Indirect Costs	$66,654									
Total Budget	$764,819									
Total Actuals	$136,186									
Current Year Total	Estimated Budget: $764819.33894									
TRUE **2026-2027 Budget Category**	**Estimated Budget: $764819.33894**									
Salaries & Benefits										
Names	**Position/Description/Justification**	**Pay Rate**	**FTE**	**# of Hours**	**Benefit Rate**					
Olivia Pillado	Manager II Research/ Oversees the evaluation of the program and the data system for the QRIS partnership.	$77.17	0.13	260	32.67%	$20,064	$6,555	$26,619	$212,953	13%
Jesse Pineda	Senior Research Analyst/Leads implementation of the data system for the QRIS partnership, including; design, data quality assurance and user support	$50.84	0.48	988	32.67%	$50,230	$16,410	$66,640	$140,295	48%
Morgan Franklin	Research Analyst/ Supports the Sr. Analyst in implementation of the data system. Develops tools for continuous quality improvement and conducts additional evaluation activities	$38.18	0.40	832	32.67%	$31,766	$10,378	$42,144	$105,359	40%
Christina Aranda	Manager II, Professional Development/ Responsible in management of all grant activities, requirements, and documentation.	$69.44	0.21	442	32.67%	$30,692	$10,027	$40,720	$191,622	21%
Chantia Hollingsworth	Supervisor, Professional Development/ Conducts visits with parents and their children in their home in compliance with PAT.	$43.60	0.50	1040	32.67%	$45,344	$14,814	$60,158	$120,316	50%
Claudia Castillo	Professional Development Coach II/ Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.	$36.43	0.50	1040	32.67%	$37,887	$12,378	$50,265	$100,530	50%
Sidney Everly	Professional Development Coach II/ Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.	$37.46	0.50	1040	32.67%	$38,958	$12,728	$51,686	$103,372	50%
Adriane Coe	Professional Development Coach II/ Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.	$37.82	0.50	1040	32.67%	$39,333	$12,850	$52,183	$104,366	50%
Laura McCay	Professional Development Coach II/ Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.	$35.34	0.50	1040	32.67%	$36,754	$12,007	$48,761	$97,522	50%
Melinda Wallace	Professional Development Coach II/ Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.	$33.99	0.50	1040	32.67%	$35,350	$11,549	$46,898	$93,797	50%
Leslie Argumedo	Professional Development Coach II/ Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.	$37.47	0.50	1040	32.67%	$38,969	$12,731	$51,700	$103,400	50%
Cynthia Renteria	Director, Workforce Development/ Lead the Workforce Development Department for the QRIS partnership.	$87.82	0.05	104	32.67%	$9,133	$2,984	$12,117	$242,342	5%
Ernestina Sanchez	Workforce Development Admin Assistant/ Provides support with contracts and processes all enrollments/re-enrollments for the QSSB participants.	$32.13	0.13	260	32.67%	$8,354	$2,729	$11,083	$88,664	13%
Patty Bautista	Workforce Development Admin Assistant/ Provides support with contracts and processes all enrollments/re-enrollments for the QSSB participants.	$40.01	0.13	260	32.67%	$10,403	$3,399	$13,801	$110,409	13%
Tiffany Montero	Community Development Admin Assistant/ Provides support with contracts and processes all enrollments/re-enrollments for the QSSB participants.	$28.08	0.38	780	32.67%	$21,902	$7,156	$29,058	$77,488	38%
Susan Montalvo	Director, Communications/ Leads development and execution of key actions; manage timeline and budgets.	$119.83	0.08	156	32.67%	$18,693	$6,107	$24,801	$330,675	8%
Services & Supplies										
Expense	**Description/Justification**	**Total F5SB Budget**	**% Allocation**							
Provider Incentives	Incentives to be awarded to participants based on program type and level of quality, including but not limited to: high quality awards, quality improvement awards, training and substitute teacher reimbursements.	$21,123	2.76%							
Direct Cost for Program										
Organization Name	**Description/Justification**	**Total F5SB Budget**								
Overhead Costs	This amount includes an estimated cost for overhead such as rent, telephone, c	$48,409								
Indirect Costs										
Indirect Costs	**Description/Justification**	**Total**								
Indirect Cost	10% of MTDC. The MTDC is based on expenses listed excluding rent in the MTDC calculation.	$66,654								

Item 6.4

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.

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1. Name of Contractor: Child Care Resource Center

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

   Yes ☒ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐

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

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

   ____

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

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

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

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

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

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

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than $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: ______**N/A** ____________________________________

    Name of Contributor: **N/A** ________________________________

    Date(s) of Contribution(s): **N/A** ________________________________

    Amount(s): **N/A** ________________________________

    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.

Michael Olenick (Apr 23, 2026 13: 29:44 PDT)

Authorized Signature

FIRST 5 SAN BERNARDINO

Stronger starts, better life

Item 6.5

AGENDA ITEM 6.5
July 8, 2026

Subject	Contract Amendment with Inland Empire Community Collaborative-Children's Cabinet.
Recommendation	Approve Amendment A2 for Contract 26-042 (formerly referenced as Contract No. IC051) with the Inland Empire Community Collaborative-Children's Cabinet for $186,938, extending the term for one-additional year through June 30, 2027, for a cumulative total not to exceed $671,241 for the total contract term of March 1, 2023, through June 30, 2027 retroactive to July 1, 2026. (Presenter: Raylena Figueroa, Staff Analyst II, 386.7706)
Financial Impact	$186,938 July 1, 2026, through June 30, 2027

Background Information

The Inland Empire Community Collaborative (IECC) was formed by community-based organizations to strengthen nonprofit capacity and improve outcomes for children and families across San Bernardino County. Through support from First 5 San Bernardino's Capacity Building Academy, member agencies developed sustainability plans and received ongoing technical assistance.

IECC's mission is to advance equity and community well-being through nonprofit capacity building, collaborative funding, and advocacy. Under Contract No. IC051, IECC supported Families and Community Inland Empire providers with sustainability planning, funding strategies, and GIS mapping. To further address systemic barriers impacting families, IECC established the Inland Empire Children's Cabinet, which focuses on four priority areas: Basic Needs, Childcare, Education, and Health & Wellness.

Recognizing parents as essential partners in policy development, IECC created the Community Table to elevate family voices and inform community-driven solutions. Contract IC051 A1 expanded efforts to strengthen systems coordination, leverage resources, educate parents and policymakers, and advance policy advocacy.

On March 1, 2023 (Item No. 6), the Commission approved the contract (formerly referred to as Contract IC051) with IECC for $297,468 for 2022-25. On July 2, 2025 (Item No. 3), the Commission approved Amendment No. 1 to the contract to extend the contract term an additional year through July 1, 2026, for an additional amount of $186,835. Amendment No. 2 to the contract will extend the contract term through July 1, 2027, for an additional amount of $186,938 for a cumulative total not to exceed $671,241 for the total contract term.

Pending Commission approval, IECC will continue to focus on elevating parent voices through countywide Listening and Learning Sessions, improving service access through Community Tables, and supporting community-informed planning and coordinated response efforts for families with children ages 0–5. Listening and Learning Sessions will serve as the primary mechanism for gathering parent and caregiver perspectives on the needs, challenges, and priorities affecting families with children ages 0–5 across San Bernardino County. Information collected through these sessions will be synthesized and presented through the IE Children's Cabinet Community Tables, where community members, service providers, and public partners will review findings, identify emerging trends and service gaps, and develop coordinated strategies to address community-identified needs. This process ensures that parent voice directly informs Community Table discussions, resource alignment, advocacy efforts, and future planning activities.

Approval of this item supports the Child Health, Family Support, and Early Learning Strategic Priority Areas in the Commission's 2023-2028 Strategic Plan:

Child Health

- Children are screened and connected to appropriate developmental services.
- Children's health is promoted through community education about local health issues
- Maternal health is promoted in the county through trainings and education for providers and families.
- Health care providers are aware of and able to connect children and families to existing mental and behavioral supports and services.

Family Support

- Families are connected to services that support children's development and parent/caregiver resiliency.
- Families are connected to resources that support their caregiving skills and social/family engagement.
- Families and providers are aware of and know how to access existing county support and resources.
- First 5 San Bernardino partners with agencies throughout the county to promote prevention and early identification of child abuse and neglect.

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:	

CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

STANDARD CONTRACT

FOR COMMISSION USE ONLY						
☐ New ☒ Change ☐ Cancel	Vendor Code 10010258	SC	Dept. 903	A	Contract Number 26-042 A2	
Organization: Children and Families Commission					Contractor's License No.	
Commission Representative: Cindy Faulkner, Interim ED		Telephone: 909-386-7706			Total Contract Amount: $671,241	

Contract Type: ☐ Revenue ☒ 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	March 1,2023	June 30, 2027	$297,468	$186,938

Cost Center	GL Account	Internal Order No.	Amount
9033009900	53003357	1000734	$186,835

Abbreviated Use: IECC Children's Cabinet / IECC

Estimated Payment Total by Fiscal Year

FY	Amount	I/D	FY	Amount	I/D
26-27	$186,938	I			

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

Legal Name (hereinafter called the Contractor)
Inland Empire Community Collaborative (IECC)

Department/Division

Address
1877 Business Center Drive Suite 3
San Bernardino, CA 92408

Program Address (if different from legal address):

Phone
909-693-7642

Federal ID No.
81-2607226

Grant Number (if applicable)

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

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

   A. Contract Amount

   The maximum amount of reimbursement under this Contract shall not exceed $671,241 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.

   Fiscal Year 2022-23 $44,647 March 1, 2023, through June 30, 2023

Auditor-Controller/Treasurer Tax Collector Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

Fiscal Year 2023-24	$134,008	July 1, 2023, through June 30, 2024
Fiscal Year 2024-25	$118,813	July 1, 2024, through June 30, 2025
Fiscal Year 2025-26	$186,835	July 1, 2025, through June 30, 2026
Fiscal Year 2026-27	$186,938	July 1, 2026, through June 30, 2027

Item 6.5

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

   A. This Contract is effective as of March 1, 2023 and expires June 30, 2027, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

ATTACHMENTS

Attachment A – Amended Program Work Plan

Attachment B – Amended Program Budget

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

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

Item 6.5

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY	INLAND EMPIRE COMMUNITY COLLABORATIVE
	Legal Entity
►	►
Authorized Signature	Authorized Signature
Elliot Weinstein M.D.	Susan Gomez
Printed Name	Printed Name
Commission Chair	CEO
Title	Title
Dated	Dated

Official Stamp

	Approved as to Legal Form	Presented to Commission for Signature
►	►	►
	Dawn Martin	Cindy Faulkner
	Commission Counsel	Interim Executive Director
	Date	Date

Objective/Goal/Measure	Activity Description	Activity Dosage/Freq	Submission Time Fr	Quantitative Data	Qualitative Data
Navigation					
Project Information					
Summary					
Agency Name	Inland Empire Community Collaborative				
Program Name	Inland Empire Children's Cabinet				
Contract Number	26-042A2				
Service Area	Central Valley East Valley High Desert Low Desert West Valley				
Period	2026-2027				
Expectations	**Description**				
Program Description	IE Children's Cabinet Community Tables will create structured, welcoming spaces throughout San Bernardino County where parents and caregivers can identify pressing community needs, share barriers they face in accessing services, and help shape the priorities that guide Cabinet coordination. During Listening and Learning Sessions, parents and caregivers will have the opportunity to share their lived experience, identify barriers, and surface priorities affecting children ages 0 to 5. Community Table Convenings, meanwhile, will allow families to connect with nonprofit organizations and public agencies in a coordinated and trusted way.				
Expectations	IE Children's Cabinet Community Tables are expected to deliver the following results: 1. Expanded Parent Engagement: Parents and caregivers across San Bernardino County have multiple accessible opportunities to share lived experience through Listening and Learning Sessions, resulting in clearer understanding of community priorities, service gaps, and emerging needs. 2. Improved Service Access: Community Table Convenings strengthen connections between families, community-based organizations, and public leaders while improving awareness of programs and services, nonprofit mentorship, and creating more practical opportunities for families to access support for themselves and their children. 3. Community-Informed Response: Community insight is reflected more directly in Cabinet coordination and partner response, helping historically underserved families shape how needs are understood while improving visibility of available services and strengthening access to support across the region.				
Outcomes	**Description**				
Outcomes	1. IE Children's Cabinet will: hold 8 Listening and Learning Sessions to gather input from parents and caregivers of children ages 0 to 5; produce documented summaries of community needs, service gaps, and priorities; and produce a final report with a regional perspective highlighting parent voice. 2. IE Children's Cabinet will host 2 Community Table Convenings to help parents and caregivers of children ages 0 to 5 engage with public agencies and nonprofit service providers while increasing awareness of existing programs and services. 3. Share parent-informed findings across relevant committee structures and document how community-defined needs shape committee discussions, coordination, and responsive planning efforts.				

Objective/Goal/Measure	Activity Description	Activity Dosage/Frequenc	Submission Time Fram	Quantitative Data	Qualitative Data
Give parents and caregivers opportunities to share lived experience through Listening and Learning Sessions.	IE Children's Cabinet will hold 8 Listening and Learning Sessions to gather parent and caregiver input on community needs, service gaps, and priorities affecting children ages 0 to 5. The findings of these Listening and Learning Sessions will be synthesized to produce summaries of community needs, service gaps, and priorities.	Ongoing	Quarterly / Annually	Quarterly: 1. Unduplicated Count of Parents/Caregivers Served: In the Performance Measures section of Persimmony, submit Aggregate Data for unduplicated counts of parents/caregivers who participated in the Listening and Learning Sessions. Aggregate data should include parent/caregiver demographics, including language, race/ethnicity, and zip code.	Quarterly: 1. Meeting Agendas and Outreach Materials: In the Performance Measure section of Persimmony, submit, as Documents or Memos, the agendas and outreach materials for each Listening and Learning Session. 2. Listening and Learning Session Summaries: In the Performance Measure section of Persimmony, submit, as a Document or Memo, a summary of the community needs, service gaps, and priorities identified at each Listening and Learning Session. 3. Attendance: In the Performance Measure section of Persimmony, submit, as a Document or Memo, the number of parents/caregivers who participated at each Listening and Learning Session. Annually: 1. Final Report: In the Performance Measure section of Persimmony, submit, as a Document or Memo, a final report with a regional perspective that highlights parent voice and presents actionable insights and community-driven priorities.
Connect families with community-based organizations and improve families' awareness of programs and services through Community Table Convenings.	IE Children's Cabinet will host 2 Community Table Convenings to help parents and caregivers of children ages 0 to 5 engage with public agencies and nonprofit service providers while increasing awareness of existing programs and services.	Ongoing	Semiannually	Semiannually: 1. Unduplicated Count of Parents/Caregivers Served: In the Performance Measures section of Persimmony, submit Aggregate Data for unduplicated counts of parents/caregivers who participated in the Community Table Convenings. Aggregate data should include parent/caregiver demographics, including language, race/ethnicity, and zip code.	Semiannually: 1. Meeting Agendas and Presentation Materials: In the Performance Measure section of Persimmony, submit, as Documents or Memos, the agendas and presentation materials for each Community Table Convening. 2. Parent Voice Toolkits and Follow-up Notes: In the Performance Measure section of Persimmony, submit, as Documents or Memos, the Parent Voice toolkits and follow-up notes for each Community Table Convening. 3. Community Table Convening Summaries: In the Performance Measure section of Persimmony, submit, as a Document or Memo, a summary of the accomplishments, challenges, or insights of each Community Table Convening. 4. Attendance: In the Performance Measure section of Persimmony, submit, as a Document or Memo, a list of the agencies represented, and the number of parent/caregiver participants, at each Community Table Convening.

Strengthen alignment across Cabinet committees so community-defined needs inform coordination, resource sharing, and responsive planning.	IE Children's Cabinet will share parent-informed findings across relevant committee structures and document how community-defined needs shape committee discussions, coordination, and responsive planning efforts.	Ongoing	Annually	N/A	Annually: 1. Final Report: In the Performance Measure section of Persimmony, submit, as a Document or Memo, a final report that captures activities completed, lessons learned, and overall progress during the grant period, while highlighting actionable insights and community-driven priorities.

26-042 - Use Children's Cabinet - Project Budget

smartsheet Item 6.5

	Current Fiscal Year	Category and Item	Description/Justification	Pay Rate	FTE/% Allocation
1		Navigation			
9		Project Information			
10		Program Name	Inland Empire Children's Cabinet		
11		Contract Number	26-042A2		
12		Commission Date	07/08/26		
13		Accountant	santos.ayon@cfc.sbcounty.gov		
14		Fiscal Year	2026-2027		
15		Summary			
16		F5 SB Salary Budget	$0		
17		Services & Supplies Total	$159,195		
18		Food Total	$5,100		
19		Travel Total	$1,400		
20		Indirect Costs	$21,243		
21		Total Budget	$186,938		
22		Total Actuals	$186,938		
23		2026-2027 Budget Category	$186,938		
24		Services & Supplies			
25		Expense	**Description/Justification**	**Total F5SB Budget**	**% Allocation**
26		Professional Fees First 5 San Bernardino	Professional Fees	$141,620.00	75.76%
27		Meeting Supplies	Supplies for meetings includes paper, pens, markers, sticky notes, manipulatives, and other facilitation materials necessary for engagement and storage.	$1,000.00	0.53%
28		Printing and Copies	Printing for communcations and learning materials for parents.	$750.00	0.40%
29		Software	Constant Contact: Email and SMS ($1,450/year); Zoom ($81/user/year)x1.5 licenses; ArcGIS Creator ($100/user/year)x1.5 licenses; PowerBI Pro ($50.40/user/year)x2 licenses; Teams Voice ($168/user/year)x1.5 licenses)	$1,500.00	0.80%

	Current Fiscal Year	Category and Item	Description/Justification	Pay Rate	FTE/% Allocation
30		Stipends	$50 stipends for 20 parent ($900 per meeting) participants in the coalition eight (8) Community Table Meetings, and two (2) Parent Voice Convenings (10 meetings total). Stipends to be paid out via Gift Cards. Permitted gift cards include retailer specific gift cards (Target, Amazon, Starbucks, etc). Prepaid gift cards that require activation fees such as Visa, Mastercard, and AMEX are not eligible for reimbursement.	$11,400.00	6.10%
31		Child Care	Hiring two child care professionals to care for children in need of supervision to support parent/caregiver participation. At $90/hour for 10 meetings.	$1,800.00	0.96%
32		Marketing Materials	Marketing materials for Community Table participants including flyers and branded incentives such as totes, pens, notebooks, etc.	$1,125.00	0.60%
33		**Food**			
34		**Events**	**Description/Justification**	**Total F5SB Budget**	
35		Meals for Meetings	Food and refreshments for 35 participants for eight (8) Community Table Listening & Learning Sessions, and two (2) Parent Voice Convenings (10 meetings total).	$4,500.00	
36		Meeting Refreshments	Coffe, Tea, drinks, and snacks.	$600.00	
37		**Travel**			
38		**Travel**	**Description/Justification**	**Total F5SB Budget**	
39		Mileage	Mileage for staff to travel for in-person for eight (8) Community Table Listening & Learning Sessions, and two (2) Parent Voice Convenings (10 meetings total – 20 trips).	$1,400.00	
40		**Subcontractors**			
41		Organization Name	Description/Justification	Total F5SB Budget	
42		**Indirect Costs**			
43		**Indirect Costs**	**Description/Justification**	**Total**	
44		Indirect Cost 1	15% indirect of total professional fees.	$21,243.00	
45					
46					
47					
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Item 7.1

Stronger starts, better life

AGENDA ITEM 7.1

July 8, 2026

Subject	Contract with the San Bernardino County Department of Children and Family Services for Champions for Primary Prevention Initiative
Recommendation	Approve Contract No. 26-044 with San Bernardino County in the amount of $1,600,000 for August 4, 2026, through June 30, 2028, for Champions for Primary Prevention Initiative. (Presenter: Dr. Wendy Lee, Systems Integration Officer, 386.7706)
Financial Impact	Additional revenue of $1,600,000 for August 4, 2026, through June 30, 2028

Background Information

The Family First Prevention Services Act (FFPSA) was signed into law on February 9, 2018, to strengthen prevention-focused services, reduce reliance on congregate care, and prioritize keeping children safely with their families whenever possible. California implemented the Family First Prevention Services (FFPS) Program in 2021, allowing counties to access federal Title IV-E funding for evidence-based prevention services that support children, families, and kinship caregivers. Through allocated block grants, counties can develop comprehensive prevention programs designed to prevent foster care entry and promote family well-being through in-home parenting support, behavioral health services, early intervention, and culturally responsive programs.

In 2023, the San Bernardino County Department of Children and Family Services (CFS) implemented FFPS by developing and submitting its Comprehensive Prevention Plan (CPP), which identifies children ages 0–5 as a priority population. With 25 years of experience advancing outcomes for children from the prenatal period through age five, Children and Families Commission – First 5 San Bernardino (F5SB) is uniquely positioned to support this effort. CFS engaged F5SB to expand the reach and effectiveness of primary prevention and community support services for parents and caregivers, reflecting FFPSA's shift from a reactive child welfare model to one focused on prevention. This partnership maximizes available funding, promotes trauma-informed and evidence-based practices, strengthens cross-system collaboration, and supports safe, stable, and nurturing family environments.

Pending Commission approval, the funding will enable F5SB to launch the Champions for Primary Prevention (CFPP) Initiative. The initiative will build capacity among multi-sector agencies and community-based organizations (CBOs), including Native Nations, faith-based organizations, family resource centers, nonprofit organizations, and child-serving agencies, through participation in a learning collaborative focused on prevention and early intervention services for children prenatal through age five and their families.

The learning collaborative will support participants in strengthening their knowledge, skills, and use of evidence-based practices while enhancing the capacity of the

	prevention and early intervention workforce. In addition, the initiative will support ongoing FFPSA and Comprehensive Prevention Plan (CPP) implementation efforts by expanding community partnerships, increasing service reach, and building sustainable prevention-focused systems throughout San Bernardino County. Approval of this item supports the System Role identified in the Commission's 2023–2028 Strategic Plan.
Review	Dawn Martin, Commission Counsel

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

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

Item 7.1

SAN BERNARDINO COUNTY

Contract Number

____

SAP Number

____

Children and Family Services

Department Contract Representative	Clinton Blankenship
Telephone Number	(909) 386-8304
Contractor	Children and Families Commission of San Bernardino County
Contractor Representative	Cindy Faulkner
Telephone Number	(909) 252-4254
Contract Term	August 4, 2026 through June 30, 2028
Original Contract Amount	$1,600,000
Amendment Amount	N/A
Total Contract Amount	$1,600,000
Cost Center	5017791000
Grant Number (if appliable)	N/A

IT IS HEREBY AGREED AS FOLLOWS*:*

WHEREAS, San Bernardino County (County) desires to designate a contractor of choice to provide competency training, as further described in a statement of work (the “Services”); and

WHEREAS, based upon and in reliance on the representations of the Children and Families Commission of San Bernardino County (First 5) (Contractor), the County finds Contractor qualified to provide competency training; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

Item 7.1

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<u>ATTACHMENTS</u>

A. DEFINITIONS

1. Champions for Primary Prevention (CFPP) Initiative - Build capacity with multi-sector agencies and Community-Based Organizations (CBOs) (i.e., native nation, faith-based, family resource centers, non-profit organizations, child-serving agencies, etc.) to participate in a twelve-month learning collaborative, related to prevention and early intervention services, focused on prenatal through age five and their families. The learning collaborative will enable CFPP participants to increase the prevention and early intervention workforce in evidence-based practices and competency, and support the ongoing FFPSA and Comprehensive Prevention Planning (CPP) efforts to increase capacity and reach in San Bernardino County.

2. Children and Family Services (CFS) – The San Bernardino County department that administers programs designed to address child abuse and neglect issues. CFS provides family centered programs and services that are designed to strengthen, preserve, and ensure children have access to safe and permanent family units. CFS provides support for families while working to reduce risk and harm to children, improving parenting skills and developing strong social support network for families.

3. Closed-loop referrals (CLRs) – A healthcare process designed to track patient referrals to an appropriate service provider from initiation to completion.

4. Community-Based Organizations (CBOs) – Non-profit organizations that operate within a specific community to address local needs and improve residents' well-being by offering a range of services including social services, healthcare, education, and community development.

5. Community Pathways – Avenue that families can use to access Title IV-E funded prevention services through the Family First Prevention Services Act, outside of the traditional child welfare service delivery context. These pathways aim to support families and prevent child welfare involvement by providing culturally relevant services and resources within the community.

6. Community Supporting – In the context of California's Family First Prevention Services (FFPS) program, Community Supporting is a paradigm shift in child welfare that moves away from a "mandated reporter" framework toward a supportive, equity-focused approach.

7. Contract – The legal agreement between the County and the Contractor.

8. County – County, as used throughout this document, including its possessive form (County's) refers to San Bernardino County.

9. Evidence-Based Practices (EBP) – The quality of scientific research verifying the beneficial effects of a program/practice and the degree of relevance this program/practice exhibits toward the population served by Child Welfare agencies.

10. Family First Prevention Services Act (FFPSA) – Enacted as part of Public Law (P.L.) 115—123, FFPSA authorized new optional Title IV-E funding for time-limited prevention services for mental health, substance abuse and in-home parent skill-based programs for children or youth who are candidates for foster care, pregnant or parenting youth in foster care, and the parents or kin caregivers of those children and youth.

11. Family First Transition Act (FFTA) – Funding to expand community pathway resources, improve provider capacity, and proactively implement Primary Prevention training and support that empowers parents and caregivers to better meet the needs of their community and ultimately keep families safely and securely intact and thriving.

12. First 5 San Bernardino – .The Children and Families Commission for San Bernardino County (First 5 San Bernardino) was created in December 1998, in order to realize the benefits of Proposition 10 (California Children and Families Act) for the County's youngest residents and their families. The act created a program for the purpose of promoting, supporting, and improving the early development of children from the prenatal stage to 5 years of age, under the guidance of the Children and Families Commission for San Bernardino, and in collaboration with the community and agencies providing services to children.

13. First 5 San Bernardino (F5SB) Champions – Individuals that facilitate the needs of children and families and actively promote and enhance connections among systems, providers, and families.

14. Funding Certainty Grants – Payments to Title IV-E agencies that operated a Title IV-E Child Welfare Waiver Demonstration Project to offset any shortfall in Title IV-E funding for Federal Fiscal Year (FFYs) 2020 and 2021.

15. Home Visitor Competency Training – A specialized education and training program designed to equip individuals with the necessary skills and knowledge to effectively conduct home visits and support families with children from birth to five years. It encompasses various subject areas, including child development, parent education, case management, and collaboration with community agencies.

16. Human Services – San Bernardino County Human Services (HS), a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.

17. Infant Early Childhood Mental Health Consultation (IECMHC) – . A prevention-based approach that pairs a mental health consultant with other staff who work with infants and young children in various settings where they learn and grow, such as childcare, preschool, home visiting, early intervention, and their homes.

18. Community Prevention Services– The school-based or community-based provision of educational, supportive, or informational services which promote awareness and/or increase the functionality of families where the potential for child abuse and neglect exists.

19. Prevention Services – Focuses on early intervention, comprehensive care, disease management, patient education, and improved health outcomes.

20. Primary Prevention – Activities that are directed at the general population to strengthen communities and improve child well-being by focusing on the social determinants of health, defined as the conditions into which people are born, grow, work, live, and age, and the wider set of forces and systems shaping the conditions of daily life.

21. Procurement – A strategic business process that involves sourcing, purchasing, and acquiring goods, services, or raw materials from external suppliers.

22. Reflective Supervision – A professional development practice where a supervisor and supervisee engage in regular, collaborative reflection to improve the quality of services, particularly in fields like early childhood education and home visiting. It focuses on the supervisee's experiences, emotions, and relationships, rather than solely on administrative tasks or performance evaluations. This approach fosters a deeper understanding of the work, enhances professional well-being, and ultimately benefits the individuals and families receiving services.

23. Relational Health – Refers to the capacity to develop and sustain safe, stable, and nurturing relationships, which are vital for healthy development across a child's lifetime. These relationships are considered biological necessities that form the foundation for growth and well-being, influencing social, emotional, and cognitive development.

24. Secondary Prevention – Activities offered to populations that have one or more risk factors associated with compromised well-being or child maltreatment, such as poverty, parental substance abuse, young parental age, parental mental health concerns, exposure to violence, and parental or child disabilities. Programs seek to build protective factors and mitigate the risk factors.

25. Services – The required services described in this Contract.

26. Social Determinants of Health – The conditions in which people are born, grow, live, work, and age, and the wider set of forces and systems shaping the conditions of daily life. These factors significantly influence health outcomes and are not directly related to medical care.

27. Tertiary Prevention – Activities that focus on families where child maltreatment has occurred, seeking to mitigate trauma and reduce the negative consequences of the maltreatment and prevent its recurrence.

28. Title IV-E – A section of the Social Security Act that provides federal funding to states for foster care, adoption assistance, and guardianship assistance programs.

29. Trauma Informed Practice (TIP) – Trauma-informed organizations, programs, and services are based on an understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate, so that these services and programs can be more supportive and avoid re-traumatization. For more information, refer to the National Child Traumatic Stress Network at http://nctsn.org/.

30. Lived Expert - In the context of the Family First Prevention Services Act (FFPS/FFPSA) and child welfare, a lived expert is an individual who has firsthand, personal involvement with child-serving systems and uses that unique perspective to influence policy, programs, and system-wide improvements

B. CONTRACTOR RESPONSIBILITIES

Contractor shall:

1. Establish a network of Champions for Primary Prevention (CFPP) to support the goals of Family First Prevention Service Act (FFPSA) by expanding the capacity of community agencies, providers, and lived experts to address the community's needs through an initiative anchored in brain science, trauma-informed care, and relational health. First 5 San Bernardino will:
   a. Conduct the procurement of and contract process with selected agencies.
   b. Develop the procurement objectives for the CFPP initiative within three (3) months after the initiative release.
   c. Award twelve (12) month contracts to CFPPs.
2. Identify Community-Based Organizations (CBOs) well-positioned to increase their capacity and knowledge and enable services that will ultimately improve outcomes for all children. CFPP participants will be able to apply and be vetted if they:
   a. Meet the goal or committing a team of three (3) staff to represent the agency, consisting of one administrator/supervisor, one frontline provider staff, and one lived expert.
   b. Participate in three hundred (300) hours (approx.14% FTE) for one year in building the Family First Prevention Services Program (FFPSP).
3. Provide training focusing on the provider network of agencies serving the prenatal to age five population to increase their competency levels and more successfully serve children and families. The training will:
   a. Ensure oversight of training subject topics/matter and provide project reports and training results.
   b. Utilizing primary prevention-focused experts to provide competency training in the following subjects:
      1) Level Setting on understanding levels of prevention: Primary, Secondary, and Tertiary.
      2) Science of Infant and early childhood development/mental health, trauma informed, relational health.
      3) Evidence-Based Home Visiting Model: Parents as Teachers.
      4) Home Visitor competency training.
      5) The Growing Brain: From Birth to 5 Years Old.

6) Social Determinants of Health, Protective Factors, Prevent System Inequities; Reimaging child welfare and human services.

7) Mandated Supporting Initiative (Community Supporting).

8) Infant Early Childhood Mental Health Consultation (IECMHC).

9) Reflective Supervision.

10) Collaborative system of closed-loop referrals for Community Pathways.

4. Serve as the lead to oversee and affect increased provider competence for primary prevention services through comprehensive training for provider agencies. First 5 San Bernardino (F5SB) will:

   a. Meet with the CFS team monthly to discuss and report progress of the CFFP initiative.

   b. Require participating CFFPs to convene monthly for training, feedback, and systems collaboration.

5. Complete project evaluation and/or reports and share with CFS, F5SB Commission, and participating agencies. Evaluations and/or reports shall include information from but not limited to:

   a. Program evaluations.

   b. Attendance and training feedback from participants, trainers, and agencies.

   c. Implementation of learning models, concepts, and curriculum that applies to services to the prenatal through age five population and families in the community.

6. Collect quarterly feedback and reports from participating agencies and provide CFS with the progress of the CFPP initiative.

7. Provide a final report on the grand project and make recommendations for sustainability and the potential to expand the capacity and reach through this replicable initiative.

8. Use data/reports to re-strategize as necessary continued and enhanced community pathways in primary prevention support.

C. GENERAL CONTRACT REQUIREMENTS

1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.

2. **Contract Amendments** – 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 County.

3. **Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

4. **Contract Exclusivity** – This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Contract.

5. **Attorney's Fees and Costs** – If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

6. **Background Checks for Contractor Personnel** – Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services

to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment screening process but must, at a minimum, have been performed within the preceding twelve (12) month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

Contractor shall obtain from the Department of Justice (DOJ) 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 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and 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, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

Contractor shall notify the County of any board member, 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, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County 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.

Contractor shall immediately notify the County concerning the arrest and/or conviction, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

7. **Change of Address** – Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

8. **Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California.

9. **Compliance with County Policy** – In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies,

and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives, and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

10. **Confidentiality** – 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 ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at http://hss.sbcounty.gov/Privacy prior to providing any Services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at http://hss.sbcounty.gov/Privacy are hereby incorporated by this reference.

    a. Read, understand and comply with the Privacy and Security Requirements Summary.

    b. Ensure employees, subcontractors, agents, volunteers and interns who have access to Personally Identifiable Information (PII) complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.

    c. Ensure employees, subcontractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.

    d. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via email at: HSPrivacySecurityOfficer@hss.sbcounty.gov

11. **Primary Point of Contact** – Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

12. **County Representative** – The Assistant Executive Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

13. **Damage to County Property** – Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

    If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

14. **Debarment and Suspension** – Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9, Subpart 9.4 (48 C.F.R. Section 9.400 et seq.).

Contractor certifies that it and its principals and subcontractors:

a. Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website https://www.sam.gov).

b. Have not within a three (3) year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a 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;

c. 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 Section C, Paragraph 14, subparagraph b; and

d. Have not within a three (3) year period preceding this Contract had one (1) or more public transactions (federal, state or local) terminated for cause or default.

Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

15. **Reserved**

16. **Drug and Alcohol Free Workplace** – In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

17. **Duration of Terms** – This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

18. **Improper Influence** – Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from

the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

19. **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 County in an attempt to secure favorable treatment regarding this Contract.

    The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. 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 County 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 the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

20. **Informal Dispute Resolution** – In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

21. **Legality and Severability** – The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders, and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

22. **Licenses, Permits and/or Certifications** – Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

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

24. **Mutual Covenants** – The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

25. **Nondisclosure** – 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 hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this

Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

26. **Notice of Delays** – Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

27. **Ownership of Documents** – All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

28. **Participation Clause** – The County desires that Municipalities, School Districts, and other Tax Districts within San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of this Contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:

    a. Such governmental body does not have and will not have in force any other contract for like purchases.

    b. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

    Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

29. **Air, Water Pollution Control, Safety and Health** – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, including fire clearances, which apply to the work performed pursuant to this Contract.

30. **Records** – 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 shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

    All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

    Contractors expending $1,000,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

    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 payments for billings submitted and for termination of the Contract.

31. **Relationship of the Parties** – 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 other Party hereto.

32. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the CFS Director or their designee and shall include County approved branding.

33. **Representation of the County** – 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 San Bernardino County.

34. **Strict Performance** – Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

35. **Subcontracting** – Contractor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County and the Director of CFS through the HS Contracts Unit. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

    Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraph 6 of this Section C.

    For any subcontractor, Contractor shall:

    a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

    b. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

    c. Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

    d. Be responsible for monitoring subcontractor annually to determine subcontractor's compliance with the provisions of this contract. At County's request, Contractor shall provide subcontractor's annual monitoring reports and supporting documentation.

    Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct contracts with any of the subcontractors. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

36. **Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

37. **Termination for Convenience** – The County reserves the right to terminate the Contract for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

38. **Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.

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

40. **Conflict of Interest** – Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, 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. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

Contractor's duties and services under this Contract shall not include preparing or assisting the County with any portion of the County's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the County. The County entering this Contract shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the County to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Contract.

41. **Former County Administrative Officials** – Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County 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, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

42. **Disclosure of Criminal and Civil Procedures** – The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in

a termination of the Contract. The County 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 discovered may result in Contract termination.

Contractor is required 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 (10) years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten (10) 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 is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten (10) 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 purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

43. **Vacancies** – Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.

44. **Professional Conduct** – Contractor agrees to develop and maintain professional relationships with County, County staff, and clients.

45. **Complaint and Grievance Procedure** – Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.

    Contractor will ensure that staff are knowledgeable on the San Bernardino County Human Services Complaint and Grievance Procedure (Attachment A) and that each recipient of services provided under this contract has read and received a copy. A signed copy of this document acknowledging the recipient of services' receipt and understanding of the procedure is to be kept on file.

46. **Contractor Board of Directors' Meetings –** Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.

47. **211 Registration** – Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of the Contract effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-

1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.

48. **Ownership Tools** – The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.

49. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

50. **Pro-Children Act of 1994** – Contractor will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

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

52. **Public Accessibility** – Contractor shall ensure that Services provided are accessible by public transportation.

53. **Supersedes Prior Agreements** – This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.

54. **Order of Precedence** – In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:

    a. This Contract;

    b. Attachments to this Contract, as indicated herein; and

    c. Price lists, SOWs, and other documents attached hereto or incorporated herein.

55. **Reserved**

56. **Reserved**

57. **Reserved**

58. **Iran Contracting Act** – IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars ($1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

59. **Reserved**

60. **Reserved**

61. **Reserved**

62. **Reserved**

63. **California Consumer Privacy Act** – To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (California Civil Code sections1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at California Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to California Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to California Civil Code section 1798.155(b).

64. **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 or to the appropriate Child Protective Services agency. This responsibility shall include:

    a. 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.

    b. 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.

    c. Provision for arrangement of training in child abuse reporting laws (Penal Code section 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.

65. **Reserved**

66. **Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).** In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts**.**

67. **Reserved**

68. **Reserved**

69. **Executive Order N-6-22 Russian Sanctions –** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

70. **Reserved**

71. **Use of Biobased Products**

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

72. **Prohibition on Use of Certain Telecommunications and Video Surveillance Services or Equipment**

In performing under this Contract, Contractor shall not utilize that certain telecommunication and video surveillance services or equipment specified in Federal Acquisition Regulation 52.204-25.

73. **Service Contract Labor Standards**

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

74. **Clean Air Act and the Federal Water Pollution Control Act (42 USC §§ 7401-7671q, 33 USC §§ 1251-1387.)**

<u>Clean Air Act</u>

a. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.

c. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

<u>Federal Water Pollution Control Act</u>

a. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.

c. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

75. **Procurement of Recovered Materials (45 CFR § 75.331)**

a. Contractor shall comply with the provisions of section 6002 of the Federal Solid Waste Disposal Act, as amended by the federal Resource conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.

b. This provision does not apply if the items cannot be acquired—

1) Competitively within a timeframe providing for compliance with the contract performance schedule;
2) Meeting contract performance requirements; or
3) At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

76. **Prohibited Telecommunications and Video Surveillance Equipment and Services (2 C.F.R. §200.216)**

Contractor certifies that it will not use contract funds to:

a. Procure or obtain covered telecommunications equipment or services;

b. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

c. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

"Covered telecommunications equipment or services" means those equipment and services defined at 2 C.F.R. §200.216(b).

77. **Domestic Preference for Procurements (2 C.F.R. § 200.322)**

Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in party of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

78. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))**

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

D. TERM OF CONTRACT

1. This Contract is effective August 4, 2026, through June 30, 2028, but may be terminated earlier in accordance with provisions of this Contract.
2. The County may terminate the Contract immediately if the funds under Section F Paragraph 1 are not available to the County, and under the provisions of Section I, Paragraph 3, Item e, of the Contract, or as otherwise provided in this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer is authorized to exercise the County's rights with respect to any termination of this Contract.
3. Contractor shall only be reimbursed for costs and unconcealable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
4. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

E. COUNTY RESPONSIBILITIES

County shall:

1. Provide consultation, technical assistance, and administrative oversight in implementing the terms of the Contract.
2. Provide a liaison to work with the Contractor to facilitate meeting the terms of this Contract and assist in problem resolution.
3. Monitor and evaluate the performance of the Contractor in meeting the terms of the Contract and quality and effectiveness of services provided.
4. Review and approve/deny activity calendars and budget revisions received from Contractor. Notify Contractor of County decisions in a timely manner.
5. Provide required forms to Contractors as necessary.

F. FISCAL PROVISIONS

1. The maximum amount of reimbursement under this Contract shall not exceed $1,600,000 and shall be subject to availability of other funds to the County. 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, including travel and per diem.
2. An invoice in the amount of $160,000 with a net thirty (30) day payment shall be issued at contract commencement (Payment). Subsequent invoices shall be submitted monthly, no later than the 15th day of the month, on a cost reimbursement basis in accordance with the Program Budget (Attachment C). The first month's billing, and subsequent invoices as necessary, shall document the use of the upfront costs by reflecting a negative balance until the initial $160,000 is fully utilized. Subsequent invoices shall be issued with a net sixty (60) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice.

   Contractor shall submit invoice(s) to:

   Children and Family Services
   Budget and Administrative Unit
   31 Stuart Avenue
   Redlands, CA 92374

3. Contractor shall accept all payments from County via electronic funds transfer (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 County required to process EFT payments.

4. County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

5. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

6. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that 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 funds from another revenue source without prior written approval of the County.

7. Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

8. Contractor shall certify to the County whenever applying for funds, requesting payment, and submitting financial reports: ''I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729–3730 and 3801–3812.'' Each such certification must be maintained pursuant to the requirements of § 200.334.

9. Reserved

10. Upon written demonstration of need by Contractor and at the option of County, funds may be advanced to Contractor by County upon approval of the Assistant Executive Officer. Any such advance will cause the amounts payable to Contractor in subsequent months to be reduced to the amount determined by dividing the balance left by the number of months remaining in the contract term. No advance will increase the amount shown in Paragraph 1 of this Section. In the event of early termination, the Contractor shall pay the remaining balance due to the County within thirty (30) calendar days.

11. The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than fifteen (15%) percent; or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph 1 of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The Director of CFS and/or his/her designee has the authority to approve line item budget changes to the budget herein, as long as these changes do not exceed the total contract amount. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. **Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County 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 County 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 indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

2. **Additional Insured** – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured 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 County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, 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 County.

4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the County.

5. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

8. **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of ten thousand ($10,000) shall be declared to and approved by Risk Management.

9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County 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 County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

10. **Insurance Review** – Insurance requirements are subject to periodic review by the County. 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 County. 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 County, inflation, or any other item reasonably related to the County'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 County 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 County.

11. **Insurance Specifications** – 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.

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. <u>Workers' Compensation/Employer's Liability</u> – 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 two hundred fifty thousand dollar ($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 County 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 County's Director of Risk Management.

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

b. <u>Commercial/General Liability Insurance</u> – 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 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) Two million dollars ($2,000,000) general aggregate limit.

c. <u>Automobile Liability Insurance</u> – 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 (1) or more nonemployee 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 and two million ($2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – 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. **Reserved**

g. **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.

h. **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.

H. RIGHT TO MONITOR AND AUDIT

1. The County, State and Federal government shall have absolute right to review 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, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

2. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County’s reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse

County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars ($50) per hour (including travel time) and may be deducted from the following month's claim for reimbursement.

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

4. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County'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.

5. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

6. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, contractors expending one million dollars ($1,000,000) or more in federal funds within the Contractor's fiscal year must have a single audit or program specific audit performed. A copy of the audit performed in accordance with Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.

7. Reserved

8. Reserved

I. CORRECTION OF PERFORMANCE DEFICIENCIES

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level or performance under this Contract, Contractor shall notify the County within one (1) working day, in writing <u>and</u> by telephone.

2. 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.

3. In the event of a noncured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

   a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or

   b. Require Contractor to return all or a portion of the Payment to the County; and/or

   c. Terminate this Contract immediately.

4. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

J. RESERVED

K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS

1. Equal Employment Opportunity Program - Contractor agrees to comply with: the provisions of the San Bernardino County Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code

section 12900, et seq.); 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.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County.

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

3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement (Attachment B) annually.

4. Reserved

5. Reserved

6. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.

    a. Contractor shall assess the demographic makeup and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.

    b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.

    c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.

    d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.

e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost effective.

f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.

g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.

L. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
HS Administration: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415
Email: hsasdcontractsunit@hss.sbcounty.gov

Children and Families Commission for San Bernardino County (First 5)
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408

Notice shall be deemed communicated two (2) County working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph.

M. ENTIRE AGREEMENT

1. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

2. 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.

Item 7.1

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY	Children and Families Commission of San Bernardino County
	(Print or type name of corporation, company, contractor, etc.)
►	By: ►
Dawn Rowe, Chair, Board of Supervisors	*(Authorized signature - sign in blue ink)*
Dated:	Name: Dr. Elliot Weinstein
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD	*(Print or type name of person signing contract)*
	Title: Commission Chair
Lynna Monell Clerk of the Board of Supervisors San Bernardino County	*(Print or Type)*
By:	Dated:
Deputy	
	Address: 735 E. Carnegie Drive, Suite 150
	San Bernardino, CA 92408

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Daniella V. Hernandez, County Counsel	Lisa Rivas-Ordaz, Contracts Manager	Jeany Glasgow, Director
Date:	Date:	Date:

COMPLAINT AND GRIEVANCE PROCEDURE

INSTRUCTIONS: THE CUSTOMER IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR'S RECORDS.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

STEP ONE:

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

If answered or resolved at this step, nothing further is required.
If no answer or resolution within 10 calendar days, proceed with Step Two.

STEP TWO:

Send a copy of your written complaint or grievance, or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or send the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Three.

STEP THREE:

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

HS Program Development Division, Contracts Support Unit
ATTN: Program Specialist
825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0079

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Four.

STEP FOUR:

Send a copy of your written complaint or grievance to the Contract Analyst at:

HS Administrative Support Division, ATTN: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

Please note: Each of these steps must be completed in the sequence shown.

. . . . **Detach here** . . . .

COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION

This certifies I have read, understood, and received the Complaint and Grievance Procedures.

______________________________________ ____________________

Client Signature Date

COMPLAINT AND GRIEVANCE PROCEDURE

THIS INFORMING NOTICE IS TO BE DISPLAYED IN CLEAR VIEW IN AREAS WHERE CLIENT WILL OBTAIN THE DIRECT SERVICE OR AS DELINEATED IN THE CORRESPONDING COUNTY CONTRACT. CLIENT IS TO BE PROVIDED A COPY OF THIS PROCEDURE UPON REQUEST.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding the services you received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

STEP ONE:

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Two.

STEP TWO:

Send a copy of your written complaint or grievance or discuss the complaint or grievance with your County Caseworker. Write down the date you spoke to your Caseworker or sent the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Three.

STEP THREE:

Send a copy of your written complaint or grievance to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

HS Program Development Division
Attn: Contracts Support Unit
825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0079
909-383-9700

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Four.

STEP FOUR:

Send a copy of your written complaint or grievance to the Contract Analyst at:

HS Administrative Support Division
Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

Please note: Each of these steps must be completed in the sequence shown

PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

INSTRUCCIONES: El CLIENTE DEBE leer y recibir la parte superior de este formulario. La parte inferior del formulario debe ser firmado por el recipiente del servicio y colocarlo en los archivos del contratista.

Si cree que ha sido discriminado o que, habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

PRIMER PASO:

Escriba su denuncia o queja por escrito y hable con el proveedor de servicios. Guarde una copia para usted y escriba la fecha en que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Segundo Paso.

SEGUNDO PASO:

Mande una copia de su denuncia o queja por escrito o hable con su Trabajador encargado del Caso del Condado sobre su denuncia o queja. Escriba la fecha en que habló con su Trabajador de Caso o cuando envió su queja por escrito y manténgala con su copia en sus archivos.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Tercer Paso.

TERCER PASO:

Mande una copia de su denuncia o queja por escrito al Especialista de Programa. Si desea una respuesta, incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su denuncia o queja se mantendrán confidencial.

HS Program Development Division,
ATTN: Contracts Support Unit
825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0079
909-383-9700

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Cuarto Paso.

CUARTO PASO:

Mande una copia de su denuncia o queja por escrito al Analista de Contratos a:

HS Administrative Support Division
Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

Por favor note: Cada uno de estos pasos deben ser completados en la orden que se indica.

. . . . **Separar aquí.** . . . .

CERTIFICACIÓN DEL PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

Esto certifica que he leído, entendido, y he recibido el Procedimiento para Denuncias y Quejas.

____________________________________ __________________

Firma del Cliente Fecha

PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

ESTE AVISO INFORMATIVO DEBE MOSTRARSE EN VISTA CLARA EN AREAS DONDE EL CLIENTE RECIBIRÁ SERVICIO DIRECTO O COMO ESTÁ DELINEADO EN EL CONTRATO DEL CONDADO CORRESPONDIENTE. AL CLIENTE SE LE PROPORCIONARÁ UNA COPIA DE ESTE PROCEDIMIENTO CUANDO LO PIDA.

Si cree que ha sido discriminado, o que habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

PRIMER PASO:

Escriba su denuncia o queja por escrito y hable con el proveedor de servicios. Guarde una copia para usted y escriba la fecha en que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Segundo Paso.

SEGUNDO PASO:

Mande una copia de su denuncia o queja por escrito o hable con su Trabajador encargado del Caso del Condado sobre su denuncia o queja. Escriba la fecha en que habló con su Trabajador de Caso o cuando envió su queja por escrito y manténgala con su copia en sus archivos.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Tercer Paso.

TERCER PASO:

Mande una copia de su denuncia o queja por escrito al Especialista de Programa. Si desea una respuesta, incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su denuncia o queja se mantendrán confidencial.

HS Program Development Division,

ATTN: Contracts Support Unit

825 E. Hospitality Lane, 2nd Floor

San Bernardino, CA 92415-0079

909-383-9700

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Cuarto Paso.

CUARTO PASO:

Mande una copia de su denuncia o queja por escrito al Analista de Contratos a:

HS Administrative Support Division

Contracts Unit

150 S. Lena Road

San Bernardino, CA 92415-0515

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

Por favor note: Cada uno de estos pasos deben ser completados en la orden que se indica.

**ASSURANCE OF COMPLIANCE WITH
SAN BERNARDINO COUNTY
WELFARE DEPARTMENT**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT:__________ ______________________

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51, et seq., as amended; California Government Code Section 11135-11139.8, as amended; California Government Code Section 12940; California Government Code Section 4450; Title 22, California Code of Regulations Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date	Vendor/Recipient Authorized Representative's Signature
Address of vendor/recipient	

HS Rev. 4/2024

ATTACHMENT C – BUDGET

F5SB Grant Proposal: Champions for Primary Prevention (CFPP) Initiative			
FFTA Funding Amount			**Funding Request** **$** **$1,600,000**
Expenditure Categories	**Justification**		**Twelve Agencies** **36 CFPPs**
	Hours		
Stipend amount to participating agencies to offset staff time/cost	300 hrs./ Staff	Offset for staff time/cost at approximately 14% of 3 FTEs' participation/training	$ $921,000
Specialized Training: Parents as Teachers	86	The estimated training cost per individual is $1,500 The initial PAT affiliation cost per site is $5,000	$ $166,900
Specialized Training: Home Visitor competency	165	The estimated training cost for the trainer	$ $82,800
Specialized Training: The Growing Brain: From Birth to 5 Years Old (Zero to Three)	21	The estimated training cost per individual is $600	$21,600
Specialized Training: Infant Early Childhood Mental Health Consultation (IECMHC) and Reflective Supervision	10	The estimated training cost for the trainer	$ $108,000
Other Relevant Training: • Level Setting on understanding levels of prevention: Primary, Secondary, and Tertiary	10	The estimated training cost for the trainer	$ $25,200

• Science of Infant and early childhood development/mental health, trauma-informed, relational health. • Social Determinants of Health, Protective Factors, Prevent System Inequities: Reimaging child welfare and human services.			
FFPS Specific Trainings: • Mandated Supporting Initiative (Community Supporting) • Collaborative system of closed-loop referrals for Community Pathways.	8	The estimated training cost for the trainer	$10,000
F5SB Project Staffing	Salary of staff time (10%FTE) managing, operating, overseeing, and reporting on project.		$24,500
F5SB Administrative Cost	15% of total grant funding is allocated to the administrative costs of the project, including the release of RFA, review, contracting, and training logic support.		$ $240,000
		Total	**$1,600,000**

ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

5. The Contractor, ________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

____
Signature of Contractor's Authorized Official

____
Name and Title of Contractor's Authorized Official

____
Date

Item 7.2

Stronger starts, better life

AGENDA ITEM 7.2
July 8, 2026

Subject	Contract with Eide Bailly, LLP, for auditing and accounting Services.
Recommendations	Approve Contract No. 26-049 with Eide Bailly, LLP, to conduct annual audits and develop and prepare reports of First 5 San Bernardino's Financial Statements, in the amount of $300,298, for July 8, 2026, through June 30, 2031. (Presenter: Samuel Wong, Chief Financial Officer, 386.7706)
Financial Impact	$300,298 from July 8, 2026, through June 30, 2031.

Background Information

On January 14, 2026, the Commission approved the release of the Request for Qualifications 26-01 (RFQ 26-01). This competitive procurement sought a qualified group or individual to provide accounting services to develop the financial statements, perform a financial and compliance audit, prepare an Annual Audit and Report and render an opinion of the Commission's financial statements on or before October 15 of each year. This work is to be completed in accordance with Proposition 10 requirements and Generally Accepted Government Auditing Standards (GASB) and as promulgated by California Health and Safety Code Sections 130100 through 130155 as applicable. The Commission is a discrete component unit of San Bernardino County for fiscal reporting purposes. As such, the auditor must be familiar with GASB No. 34 and 54 format. A qualified group or individual with prior experience working with First 5 Commissions is preferred.

Two proposals were received, reviewed, and successfully completed the administrative review process and proceeded to the due diligence phase. It was determined that Eide Bailly, LLP is the most qualified firm to provide auditing services for First 5 San Bernardino (F5SB).

Eide Bailly, LLP was founded in 1917 and incorporated as Eide Bailly, LLP (EB) on May 1, 1998, in North Dakota. Vavrinek, Trine, Day & Co. LLP (VTD) joined the firm in 2019 and operated EB's California offices. Following a competitive procurement process, and through contract extension, VTD has provided financial services to the Commission since June 2011. Key personnel assigned to this Contract comply with Government Code Section 12410.6(b) regarding audit partner rotation.

Eide Bailly, LLP will prepare the draft financial statements for the Commission and subject them to several internal quality control reviews, including reviews by the engagement manager, engagement partner, and quality control partner. These additional reviews are in place to ensure the financial statements are prepared and presented in accordance with generally accepted accounting principles, and to meet the safeguard requirements of generally accepted government auditing standards.

Pending Commission approval, Eide Bailly, LLP will provide auditing services for F5SB and prepare the Commission's draft financial statements in accordance with

	generally accepted accounting principles and generally accepted governing auditing standards.
Review	Dawn Martin, Commission Counsel

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

Item 7.2

CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

STANDARD CONTRACT

FOR COMMISSION USE ONLY

X New Change Cancel	Vendor Code 10004645	**SC**	Dept. 903	**A**	Contract Number 26-049	
Organization Children and Families Commission					Contractor's License No. California CPA License No. 5973	
Commission Representative Cindy Faulkner, Interim Executive Director		Telephone 909-386-7706			Total Contract Amount $300,298	

Contract Type
☐ Revenue ☒ Encumbered ☐ Unencumbered ☐ Other:

If not encumbered or revenue contract type, provide reason:

Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment
95200	July 8, 2026	June 30, 2031		
Cost Center 9031009900		GL Account 52002405	Internal Order No.	Amount $300,298
Cost Center		GL Account	Internal Order No.	Amount
Cost Center		GL Account	Internal Order No.	Amount

Abbreviated Use	FY	Amount	I/D	FY	Amount	I/D
Annual Audit & Report						
Financial Services						
	26-27	56,000	I	29-30	62,088	I
	27-28	57,960	I	30-31	64,261	I
	28-29	59,989	I			

(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)
Eide Bailly, LLP

Department/Division

Address
901 Via Piemonte, Ste. 450
Ontario, CA 91764-8504

Program Address (if different from legal address):

Phone
(909) 466-4410

Federal ID No.
45-0250958

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 SBC; 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. TERM OF CONTRACT

The term of this Contract shall be from July 8, 2026, through June 30, 2031.

II. SCOPE OF WORK AND DUE DATES

1. The services to be provided and the results for which the Contractor is responsible pursuant to this Contract are identified in Attachments A and B.
2. The Contractor shall provide the following services:

   a. **Annual Audit and Report** *(Attachments A, B)*

   - An annual report that includes the following:
     i. An opinion on the Commission's financial statements; and
     ii. A report of the Commission's compliance with applicable laws, regulations and requirements contained within the applicable portions of the California Health and Safety Code Sections 130100 through 130155; and
     iii. A report of the Commission's compliance with internal control procedures, based on minimal testing performed by the auditors disclosing any material weakness identified during the scope of audit work.
   - A meeting with Commission management staff, at a time to be determined prior to public hearing, to review findings; and
   - Presence at a public hearing each year in October (dates to be determined), to provide an overview of the findings and to answer questions from the Commission and general public relating to the report and any findings expressed in the audit prepared; and
   - Issue a pre-audit letter (Letter of Intent); and
   - Issue a Management Review Letter; and
   - A report on the status of prior year findings; and
   - The audit will be conducted in accordance with the auditing standards generally accepted in the United States of America and *Generally Accepted Government Auditing Standards,* issued by the comptroller of the United States for the purpose of determining whether or not such financial statements fairly represent the financial position and results of operations of the Commission in accordance with generally accepted accounting principles (GAAP); and
   - The Contractor will provide technical assistance and attend Commission meetings, as necessary, related to the scope of services rendered; and
   - As the Contractor schedules staff to perform annual services, Contractor is to give the Commission consideration to assign the same on-site supervisor(s) for audit engagements to provide continuity for service performance.
   - Conduct and prepare a Single Audit if threshold is met by Federal guidelines on or before March 31 of each Fiscal Year.

   b. **Reports Components**

   The Annual Audit and Report shall consist of the following components:

   - The independent auditor 's report on the financial statements and the related notes to the financial statements; and

- The independent auditor's report on the internal controls over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Generally Accepted *Government Auditing Standards;* <u>and</u>
- The independent auditor's report on state compliance; and
- Status of Prior Audit Findings.

The Commission requires five (5) copies of the draft audit report to be submitted to the Commission Office no later than October 1 and twenty-five (25) bound copies of the final audit report to be submitted to the Commission Office no later than October 7.

Management Letter - A draft management letter shall be prepared to include the following: (1) Communicating matters involving weaknesses or deficiencies in internal controls or operational inefficiencies, identified during the audit, and containing recommendations for management considerations; and (2) advice to the Commission of opportunities observed for economy of operations and improvement in internal controls, if such matters were identified, The draft management letter shall be submitted to the Commission's Office within fifteen (15) days from the audit opinion report date. The Contractor shall be available for any scheduled meetings that may be necessary to discuss the draft Management Letter. The Final Management Letter is to be submitted to the Commission within 60 days from the audit report date.

c. Consent

The Contractor grants the Commission permission to include, at no charge, the final audit report with officially published financial statements of the Commission.

d. Training

The Contractor agrees to provide, at no charge, to the Commission's internal audit (contracts) and accounting staff, up to eight hours annually of training specifically related to government accounting/auditing.

e. Accounting Services - Prepare Financial Statements

- Prepare one draft of the financial statements for the Commission's initial review and use to prepare the management's discussion and analysis,
- Prepare a second draft for the Commission's review, Eide Bailly Partner review, and the Auditor Controller's review (if needed), and
- Prepare a final (third) draft for the Commission's final review, approval and issuance. Additional drafts requested by the Commission beyond the three noted previously may result in additional fees.

Preparation of the financial statements includes the complete drafting of the financial statements (the Commission is still responsible for preparing the Management's Discussion and Analysis), financial statements production, printing and binding. The Commission is responsible for the year-end closing and preparing a final trial balance, which will be used to produce the financial statements. Certain schedules and footnotes will also need to be provided by the Commission, consistent with our provided by client (PBC) listing.

In accordance with *Generally Accepted Government Auditing Standards*, Contractor, as the auditor of the Commission, may prepare the Commission's financial statements pursuant to this Contract so long as the Parties meet the following requirements:

The Commission will delegate an individual with the skills, knowledge and experience to effectively oversee the preparation of the financial statements. This individual should be knowledgeable of generally accepted accounting principles and/or routinely oversees the preparation of the Commission's financial statements. This individual will review and approve the financial statements and sign a management representation letter asserting the financial statements are presented in accordance with generally accepted accounting principles.

Contractor will prepare the draft of the Commission's financial statements and will subject the review of the financial statements to several internal quality control reviews, including an engagement manager review, an engagement partner review, and a quality control partner review. These additional reviews are in place to ensure the financial statements are prepared and presented in accordance with generally accepted accounting principles, and to meet the safeguard requirementsof *Generally Accepted Government Auditing Standards*.

3. Audit Schedule

Audit planning, documentation of systems of internal control, and compliance and transaction testing should be completed during the interim stage. Interim stage is to be performed in May and June prior to the close of the fiscal year. It is expected the Commission will close its books and prepare financial statements to be ready for the final audit by August 31. The Contractor is to start the final fieldwork on September 1.

4. Work Product

All work papers prepared in connection with the contractual services will remain the property of the Contractor; however, all reports rendered to the Commission are the exclusive property of the Commission and subject to its use and control.

5. Project Considerations

Contractor's personnel will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations (when applicable). Contractor will obtain, maintain and comply with all necessary government authorizations, permits, and licenses required to conduct its operations. In addition, Contractor will comply with all applicable Federal, State and local laws, rules, regulations and orders in its operations including compliance with all applicable safety and health requirements as to Contractor's employees.

III. COMMISSION ASSISTANCE AND COOPERATION

1. Commission will provide Contractor with the trial balances, compensated absences, construction in progress, fixed assets addition/deletions and new debt prior to the start of the financial audits.
2. Commission will provide a work area for the Contractor.

IV. COMPENSATION

The maximum amount of reimbursement under this Contract shall not exceed $300,298 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, including travel and per diem, incurred in the performance hereof.

Partial payment is authorized on the basis of monthly progress billing. However, no more than 90% of each fiscal year's fee shall be paid before receipt of the final audit reports for such fiscalyear.

Summary of Fees
Summary of Fees is outlined as set forth above and in the budget, Attachment B.

1. Should the Contractor encounter issues, which may alter the scope of work, Contractor shall immediately advise and seek written approval from the Commission to reevaluate the tasks to be performed in each phase.
2. 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.

3. GENERAL AGREEMENT TERMS

A. GENERAL

1. Representation of the Commission

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

2. Contractor's Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to Commission inquiries within five (5) business days. Contractor shall not change the primary point of contact without written notification and acceptance of the Commission. Contractor will also designate a back-up point of contact in the event the Primary contact is not available.

3. Change of Address

Contractor shall notify the Commission in writing of any change in mailing address within ten (10) business days of the change.

4. 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.

5. Contract Assignability

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

6. Contract Amendments

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 thatright 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.

7. Attorney Fees and Costs

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.

8. Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or ruleof 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.

9. 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.

10. Notification

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

11. 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 reasonableeffort 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 withthe conflict of interest situation and such conflict may constitute grounds for termination of thisContract.

12. 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, orany items of value to any officer, employee or agent of the Commission in an attempt to securefavorable treatment regarding this Contract.

The Commission, by written notice, may immediately 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 Executive Director of the Commission. In the event of a termination under this provision, the Commission is entitled to pursue any available legal remedies.

13. Employment of Former Commission 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. Theinformation provided includes a list of former Commission administrative officials who terminated County employment within the last five years and who are now officers, principals,partners, associates or members of the Contractor's business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, any employee in the Exempt Group, Management Unit or Safety Management Unit, or a member of the Board of Supervisors.

14. Inaccuracies or Misrepresentations

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.

15. Environmental Requirements

The Commission has adopted a recycled product purchasing standards policy (San Bernardino County Policy 11—08 SP2), 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.

16. Invoices

Contractor shall submit detailed and correct invoices to the Commission. Contractor shall not submit an invoice for Payment Events until after their occurrence. All invoices submitted must meet with the approval of the Commission or designee prior to payment. Invoices shall include name of project, names of staff involved and total amount. The Commission shall use reasonable efforts to provide a Notice to Contractor within ten business days after receipt of an invoice, specifying the reasons why Commission believes the Charges are inaccurate or incorrect, but Commission shall not be in breach of the Contract if it fails to provide Contractor with such Notice. In the event of any dispute with regard to a portion of an invoice, the undisputed portion shall be paid as provided herein. Commission shall pay Contractor undisputed amounts within the normal processing time.

17. Ownership of Documents

Audit documentation is the property of the auditor. The auditor may make available to Commission at the auditor's discretion copies of the audit documentation, provided such disclosure does not undermine the independence or the validity of the audit process. All reports prepared pursuant to this Contract, including but not limited to the audited financial statements, are the property of the Commission, and may not be reported by Contractor without the express written permission of the Commission for any purpose other than fulfilling the term of this Contract.

18. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with Commission may be made or used without prior written approval of the respective party.

19. Disclosure of Criminal and Civil Proceedings

The Commission reserves the right to request the information described in this Section from the Contractor selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Contractor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract.

The selected Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of it 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 selected Contractor may also 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 bf 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 purposes of this provision "key employees" include any individual providing direct service to the County. "Key employees" do not include clerical personnel providing service atthe firm's offices or locations.

20. Legality and Severability

The parties' actions under this Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of this Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

21.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.

22. Nondiscrimination

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.

23. Electronic Funds Transfer

Contractor shall accept all payments from the San Bernardino County Auditor/Controller/Tax Collector office, on behalf of 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.

24. Termination for Convenience

The Commission for its convenience may terminate this agreement in whole or in part upon thirty (30) calendar day's written notice this Contract. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to Commission and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

25. Confidentiality

In the performance of services pursuant to this Contract, Contractor may be provided access to confidential information relating to the Commission. Contractor agrees to maintain the confidentiality of such information, and, if lawful, to notify the Commission immediately upon request for a disclosure of such information, unless the information is being disclosed for required peer review purposes. For purposes of this Contract, confidential information includes, but is not limited to, information identifying individual recipients of services from the Commission or a contractor of the Commission, financial information that is not otherwise subject to disclosure, and personnel information.

26. Debarment, Suspension, and Other Responsibility Matters

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

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

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

B. Indemnification and Insurance Requirements

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

1. Indemnification - The Contractor agrees to indemnify 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 relating to any negligent or wrongful act of Contractor in the performance of any work under this agreement.
2. Additional Insured - All policies, except for the Workers' Compensation, Cyber, 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 insuredcoverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. Waiver of Subrogation Rights - The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory - All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests - The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage - The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates except for the Workers' Compensation, Professional Liability, and Cyber Liability policies, 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 letter from its insurers stating (in effect) that the policy terms are reasonable and within the market range.
7. Acceptability of Insurance Carrier - Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
8. Deductibles and Self-Insured Retention - Intentionally Omitted.
9. Failure to Procure Coverage - In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract.
10. Insurance Review - Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized , but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission's risk.

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

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

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Commission may terminate the contract. 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, unless waived, 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) Personal injury.
       5) Contractual liability.
       6) $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 claim, 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.

C. Contractor’s Terms

1. Mediation

Any disagreement, controversy, or claim arising out of or related to any aspect of Contractor’s services or relationship with the Commission shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If the parties cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”). Mediation shall be conducted with the parties in person in San Bernadino County, California. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

2. Limitation of Liability

Contractor shall not be responsible for any misstatements in its deliverables to the Commission that it may fail to detect as a result of misrepresentations or concealment of information by any of the Commission’s directors, officers, or employees. Unless disallowed by law or regulation, the exclusive remedy available to the Commission for any alleged loss arising from or related to Contractor’s services shall be the right to pursue claims for actual damages that are directly caused by Contractor’s breach of this Agreement or Contractor’s violation of applicable professional standards. In no event shall Contractor’s aggregate liability to the Commission exceed two times fees paid over the previous twelve months, nor shall Contractor ever be liable to the Commission for indirect, special, incidental, consequential, punitive, or exemplary damages, or attorneys’ fees.

D. Right to Monitor and Audit

1. Right to Monitor

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, and other pertinent items asrequested, 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.

2. 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. 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.

4. ENTIRE AGREEMENT

This agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms hereof and supersedes any and all prior contemporaneous agreements and understandings. This agreement may be changed or modified only upon the written consent of the parties hereto.

5. CONCLUSION

A. This Contract, consisting of 15 pages, Contractor's annual Statement of Work, and Attachments A and B inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A and B are attached hereto and incorporated herein as though set forth in full. In the event of any discrepancy between the contract documents. The provisions of this Contract will take precedence over the requirements contained in Attachment A and B and Contractor's annual Statement of Work.

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.

Continued on next page

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY	EIDE BAILLY, LLP Legal Entity
► Authorized Signature	► Authorized Signature
Elliot Weinstein, M.D. Printed Name	David Showalter Printed Name
Commission Chair Title	Partner Title
Dated	Dated

Official Stamp

Approved as to Legal Form	Presented to Commission for Signature
Dawn Martin Commission Counsel	Cindy Faulkner Interim Executive Director
Date	Date

Eide Bailly, LLP

Description of Services

Brief Synopsis of Understanding

Based on the issued RFQ and prior experience with the Commission, we understand your needs to include audit services for the fiscal years July 8, 2026 through June 30, 2031. Our services will include accounting services to develop financial statements in preparation for the audit, and will comply with the California Comptroller's Office, Standards and Procedures for Audits of local entities administering Children and Families Act (First 5), as well as auditing standards generally accepted in the United States of America and Government Accepted Auditing Standards, issued by the Comptroller of the United States and Generally Accepted Accounting Principles (GAAP). Our services will include the following:

- **Annual Audit Report**
  - An opinion on the Commission's financial statements.
  - A report on the Commission's compliance with applicable laws, regulations and requirements contained within the applicable portions of the California Health and Safety Code Sections 130100 through 130155.
  - A report on the Commission's compliance with internal control procedures, based on minimal testing performed by the auditors, disclosing any material weakness identified during the scope of audit work.
  - A meeting with Commission management staff, at a time to be determined prior to public hearing, to review findings.
  - Presence at a public hearing each year in October (dates to be determined), to provide an overview of the findings and to answer questions from the Commission and general public relating to the report and any findings expressed in the audit prepared.
  - Issue a pre-audit letter (Letter of Intent).
  - Issue a Management Review Letter.
  - A report on the status of prior year's findings.
  - Technical assistance and attend Commission meetings, as necessary, related to the scope of services rendered.
  - Prepare a draft of the commission's financial statements in accordance with GAAP.
  - Conduct and prepare a Single Audit if threshold is met by Federal guidelines on or before March 31 of each fiscal year.

- **Reports (Summary of Services)**
  - The independent auditor's report on the financial statements and the related notes to the financial statements.
  - The independent auditor's report on internal controls over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with GAAS.
  - The independent auditor's report on state compliance
  - Status of Prior Audit Findings
  - Five copies of the draft audit report to be submitted to the Commission Office no later than October 1 and 25 bound copies of the final audit report to be submitted to the Commission Office no later than October 15.

- **Management Letter**
  - A draft management letter advising the Commission of opportunities observed for

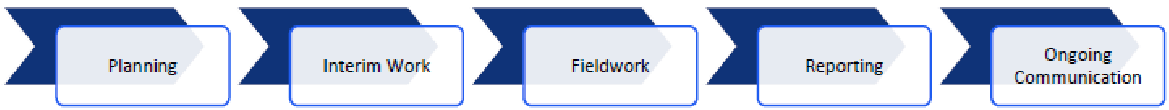
economy of operations and improvement in internal controls, if such matters were identified, shall be submitted to the Commission's Office within 15 days of the audit opinion date. We will be available for any scheduled meetings that may be necessary to discuss the draft Management Letter. The Final Management Letter is to be submitted to the Commission within 60 days from the audit opinion date.

- **Consent**
  - We will grant the Commission permission to include, at no charge, the final audit opinion with officially published financial statements of the Commission.

- **Training**
  - We will provide, at no charge, to the Commission's internal audit (contracts) and accounting staff, up to eight hours annually of training specifically related to government accounting/auditing.

Audit Work Plan

Our audit approach is designed for collaboration and optimal results. It consists of five major components: Planning, Interim Work, Fieldwork, Reporting, and Ongoing Communication. If awarded, we will discuss with management our proposed schedule, but we also have the flexibility to make any changes to meet reporting deadlines. The objectives of each component are:



Planning

- Discuss and finalize the engagement timeline, audit approach, and process.
- Discuss risks and concerns of the management and accounting staff, including the Board, if requested.
- Evaluate the nature of the operating environment (e.g., changes in volume, degree of system and reporting centralization, sensitivity of processed data, impact on critical business processes, potential financial impacts, planning conversions, and economic and regulatory environment).
- Review interim financial information and reports to identify significant risks and changes.
- Review significant estimate areas and consider underlying assumptions.
- Update our understanding of the Commission, its reporting units and their environments.
- Document internal control systems, including IT, and related changes from prior periods.
- Consider fraud, risk of noncompliance, illegal acts, abuse, etc.
- Assess audit risk and identify potential audit issues.
- Assess materiality and testing scopes, to the extent possible, and present audit plan.
- Prepare and communicate audit request lists and workpapers.
- Develop expectations regarding timing and audit progress.
- Gain understanding of single audit programs and perform an analysis of potential major federal programs.

Interim Work: Single Audit

Phase I: Risk Assessment and Planning

This phase encompasses the planning and risk assessment of your federal programs. The planning phase sets the tone as well as set the stage for an efficient and effective single audit. We'll work closely with management to properly identify federal programs and clusters to determine the major programs to be tested. Steps include:

- Determine grant awards and funding increments.
- Determine the Type A and Type B thresholds.
- Perform a review of the past two single audits and document the program risk to determine risk, for any programs above the threshold (Type A).
- Make final determination of major programs to be tested.
- Review applicable Uniform Guidance *Compliance Supplement* for any unusual items and determine direct and material compliance areas for each major program.

Phase II: Major Program Testing

After making the major program determination, we will test the major programs through the following steps:

- Obtain audit steps from the *Compliance Supplement*.
- Obtain the process and controls related to the direct and material compliance areas identified during planning. The controls for each area need to address the five components of Committee of Sponsoring Organizations of the Treadway Commission (COSO) as required by Uniform Guidance.
- Select samples for control and compliance testing.
- Perform control testing for effectiveness and compliance testing of selected transactions.
- Report material weaknesses or material noncompliance to management.
- Hold periodic status meetings and discuss potential findings with management while our auditors are in the field.

Phase III: Assessment and Reporting

The above steps are based on the preliminary Schedule of Expenditures of Federal Awards (SEFA). Once the SEFA has been finalized, we will determine if any additional major programs are to be tested. We will:

- Perform major program testing steps for any newly identified programs.
- Review prior findings, if any, and determine if findings were cleared by management and do not need to be reported during the current year.
- Prepare the Schedule of Findings and Questioned Costs.
- Hold an exit conference with management and key grant personnel and provide a draft report of the single audit and any Yellow Book findings required to be reported. Findings are reviewed by the Manager and Engagement Partner prior to the exit conference.

Interim Work: Financial Statement

- Communicate with management to determine internal controls, perform walk-throughs and to discuss any potential audit issues.
- Determine audit procedures by area, based on results of planning and risk assessment.
- Determine confirmation needs.
- Prepare listing of audit information requested from the Commission.
- Review minutes, resolutions, and ordinances.
- Perform tests of legal compliance.
- Provide weekly updates to Commission staff.
- Hold exit conference with management.

Final Fieldwork

- Audit areas based on risk assessment.

- Obtain and prepare schedules and analyses supporting the financial information.
- Discuss findings with management, if any.
- Discuss proposed journal entries with management, if any.
- Finalize single audit testing.
- Provide weekly updates to Commission staff.
- Hold exit conference with management.

Reporting

- Review of financial statements by the Engagement Partner.
- Review of financial statements by the Technical Review Partner to obtain a second opinion on the completeness and adequacy of financial statement disclosures and audit procedures.
- Complete management letters and review with management.
- Prepare other communications to management and the Board.
- Assist with preparation of the Data Collection Form and the reporting package for submission to the Federal Audit Clearinghouse.
- Present to the Board at its regularly scheduled meeting, if requested.

Ongoing Communication

- Obtain interim financial statements throughout the year for review.
- Analyze significant changes and identify areas to further tailor our audit plans and keep us up to date with continuing changes.
- Compare interim results to year-end results for the past few years to identify potential issues in the financial reporting process.
- Participate periodically at your Board meetings, and any other meetings, upon request.

We take a “no surprises” approach to our engagements. We work closely with management and accounting personnel throughout the audit process, hold weekly meetings to review open items, discuss potential accounting or compliance issues, and provide periodic written or oral reports on the status of the audit to representatives of the Commission. At the end of fieldwork, we will hold an exit conference with management to discuss any potential findings and come to a conclusion. We strive not to have additional findings subsequent to the exit conference.

Professional Services	2026	2027	2028	2029	2030
Annual Audit of Financial Statements	$48,000	$49,680	$51,419	$53,218	$55,081
Single Audit (assuming one major program)	$8,000	$8,280	$8,570	$8,870	$9,180
All-Inclusive Not-to-Exceed Total	**$56,000**	**$57,960**	**$59,989**	**$62,088**	**$64,261**

Additional major programs will be billed at $8,000 per program

Staff Level	Hourly Rate
Partner	$390
Senior Manager/Manager	$285
Senior Associate	$200
Associate	$170
Clerical	$80