

Chair
Elliot Weinstein, M.D.

Vice Chair
Dr. Gwen Dowdy-Rodgers

Executive Director
Karen E. Scott



Commissioners

Ted Alejandre
Supervisor Joe Baca, Jr.
Joshua Dugas
Gary Ovitt
Vacant

Agenda: Children and Families Commission 4-2025

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

Meeting date, time, location April 2, 2025
3:30 p.m.
First 5 San Bernardino Commission Conference Room

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

Special Presentations *Swearing-In of new Commissioner, Gilbert Ramos, Assistant Executive Officer.*

Gift a Kid a Book and Little Teeth, Big Responsibility campaigns.
Presented by Westbound Communications.

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.

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

Item No.	CONSENT
1	Approve Contract IC056 with EVALCORP for \$1,864,050 for Fiscal Years 2025-2028 for program planning, expansion, evaluation, and implementation. (Presenter: Scott McGrath, Deputy Director, Systems and Impact, 386.7706)
2	Approve Contract IC057 with Westbound Communications, Inc. in an amount not to exceed \$2,603,000 to provide Public Relations, Marketing and Branding Consulting Services for Fiscal Years 2025-2028. (Presenter: Scott McGrath, Deputy Director, Systems and Impact, 386-7706)

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

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

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3	Approve Amendment A1 to Contract SI040 with the Inland Empire Breastfeeding Coalition in the amount of \$635,821 for the cumulative total amount of \$987,031 and extending the contract term for an additional three years for a total term from July 1, 2023 through June 30, 2028 from. (Presenter: Ronnie Robinson, Staff Analyst II, 386.7706)
4	Approve Contract SI043 with Children’s Fund, Inc. for \$916,820 per fiscal year for Fiscal Years 2025-2028, resulting in a cumulative total of \$2,750,460 to provide assessment center services to abused and neglected children. (Presenter: Erin Meier, Administrative Supervisor I, 386.7706)
5	Approve Contract SI044 with Children’s Fund, Inc. for the Emergency Needs program and Celebration of Giving campaign in the amount of \$874,693 per fiscal year for Fiscal Years 2025-2028 for a cumulative total of \$2,624,889. (Presenter: Scott McGrath, Deputy Director, Systems and Impact, 386.7706)
6	Approve Amendment A3 to Contract IC053 with Health Management Associates, Inc., to increase the amount by \$168,546 for a cumulative total of \$443,330 and extend the term of the contract through Fiscal Year 2025-2026 to continue to facilitate collaborative focused outcomes to improve child health and provide technical assistance to address issues related to Medi-Cal financing and requirements. (Presenter: Scott McGrath, Deputy Director, 909.386.7706)

Item No.	DISCUSSION
7	Approve Amendment No. 3 to Bylaws for Children and Families Commission for San Bernardino County. (Presenter: Gina King, Assistant Director, San Bernardino County Human Resources Department, 387-5571)

Item No.	INFORMATION
	No information items for this meeting

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

Commissioner Roundtable Open to comments by the Commissioners

Next Meeting **Wednesday, May 7, 2025, Budget Workshop 1:30 – 3:15pm**
First 5 San Bernardino Commission Meeting 3:30 to 5:00 p.m.

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CHILDREN AND FAMILIES COMMISSION
for San Bernardino County
AGENDA: April 2, 2025

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contractor	Principals & Agents	Subcontractors; Principals & Agents	Commissioner Abstentions
1	N/A	N/A	N/A	N/A
2	EVALCORP	Dr. Kristen Donovan President/Principal Consultant	N/A	N/A
3	Westbound Communications, Inc.	Carrie Gilbreth Principal & CEO Christopher Perez Partner	N/A	N/A
4	Inland Empire Breastfeeding Coalition	Laurie Haessly Programs Manager	N/A	N/A
5	Children's Fund, Inc. Children's Assessment Center	Cesar Navarrete President & CEO	N/A	Gary Ovitt
6	Children's Fund, Inc. Emergency Needs Daily Referral Program	Cesar Navarrete President & CEO	N/A	Gary Ovitt
7	Health Management Associates, Inc.	Kelly Johnson Chief Administrative Officer	N/A	N/A



AGENDA ITEM 1
April 2, 2025

Subject	Contract IC056 with EVALCORP for Evaluation and Technical Support Services
Recommendations	Approve Contract IC056 with EVALCORP for \$1,864,050 for Fiscal Years 2025-2028 for program planning, expansion, evaluation, and implementation. (Presenter: Scott McGrath, Deputy Director, Systems and Impact, 386.7706)
Financial Impact	\$1,864,050 for Fiscal Years 2025-2028.

Background Information

A fundamental concept of First 5 San Bernardino (F5SB) is to focus on the benefit for participants rather than to track activities. This principle is reflected in Section 130100(b) of the California Children and Families Act, which states that "... the state and county commissions shall use outcome-based accountability to determine future expenditures". The Act further states, in Section 130400(a)(1)(C)(ii), that each strategic plan "shall, at a minimum, include ... a description of how measurable outcomes of such programs, services, and projects will be determined by the county commission using appropriate reliable indicators."

On April 1st, 2020 the Commission approved and authorized issuance of Request for Qualifications (RFQ) 20-01 for Evaluation and Technical Support Services. EVALCORP was awarded the contract which ran for three years and two 1-year amendments for a total of five years from July 2020 to June 2025.

F5SB recommends continued contracting with EVALCORP to provide external evaluation, consultation, and professional services for fiscal years 2025-2028 with the option of a two-year extension. EVALCORP has provided assessments as well as evaluation related services, special projects such as Strategic Plan development, Child abuse prevention research, Family Resource Center landscape analysis and others in addition to providing capacity building regarding evaluation to First 5 staff and contracted agencies. This will allow First 5 staff to build on the work that has already been established in addition to new opportunities

EVALCORP expertise lies in assessing where an agency or county system currently is in terms of their goals, objectives, and where they intend to go and achieve. Then working within and across such systems to ensure that not only the countywide goals/objectives are met, but also that the unique community- or regional-level needs are addressed.

EVALCORP's proposed scope of work for 2025-2028 is divided into the following five focus areas:

- Annual Reporting includes the Annual Report one-page summary, Community and Internal facing Local Outcome Reports, and annual recommendations for the F5SB database (i.e., Persimmony).
- Evaluation Infrastructure Implementation includes ongoing support for and updates to F5SB Evaluation Plan(s) and one special project each year (e.g., evaluation project or evaluation support/technical assistance).
- Families Count includes engagement with County families throughout the year.
- Data Dashboard development and implementation.
- Project Management Tasks includes regularly scheduled meetings with F5SB, as well as planning and facilitation of the Advisory Committee meetings.

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

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.

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 support and services.

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**

<i>FOR COMMISSION USE ONLY</i>				
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 1000016	SC	Dept. 903	A
Organization Children and Families Commission				Contract Number IC056
Commission Representative Cindy Faulkner, Assistant Director				Telephone 909-386-7706
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				Contractor's License No.
If not encumbered or revenue contract type, provide reason:				Total Contract Amount \$1,864,050
Commodity Code 95200	Contract Start Date July 1, 2025	Contract End Date June 30, 2028	Original Amount	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No.	Amount \$621,350
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use	Estimated Payment Total by Fiscal Year			
	FY	Amount	I/D	FY Amount I/D
	25-26	\$621,350		
	26-27	\$621,350		
	27-28	\$621,350		

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)

EVALCORP

Department/Division

Address

15615 Alton Parkway Suite 450

Irvine, Ca.. 92618

Phone

949-215-2312

Federal ID No.

14-1881267

Program Address (if different from legal address):

Grant Number (if applicable)

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

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

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

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

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I. DEFINITIONS

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.

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.

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

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.

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor, EVALCORP hereafter referred to as the "Contractor," shall provide all program services identified in this Contract, including Attachment A – Program Scope of Work and Attachment B – Program Budget and Attachment C – Levine Act- Campaign Contribution Disclosure . Pursuant to Section II, paragraphs D & F, and Section III, paragraph BB, and Section VIII, paragraph D of the Contract, Attachment A will be amended to list the specific quantitative targets for the respective year.

B. Contractor shall 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.

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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

O. Child Abuse Reporting

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

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

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P. Department of Justice Clearance

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

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

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Q. Conditions of Employment

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

investigation shows that the underlying conduct renders the person unsuitable for employment, internship or volunteer services.

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable

policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission’s risk.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or

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

or

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

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

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic

information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Attorney's Fees and Costs

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

X. Ownership Rights

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

Y. Attribution

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

Z. Incongruous Activities

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

AA. Reports

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

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

▪ Program Reports

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

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

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▪ Fiscal Reports

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

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

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

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▪ Asset Report

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

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

BB. Pro-Children Act of 1994

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

CC. Debarment, Suspension, and Other Responsibility Matters

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

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

DD. Conflict Resolution

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

EE. 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.

FF. 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 \$1,864,050 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2025-26	\$ <u>621,350</u>	July 1, 2025 through June 30, 2026
Fiscal Year 2026-27	\$ <u>621,350</u>	July 1, 2026 through June 30, 2027
Fiscal Year 2027-28	\$ <u>621,350</u>	July 1, 2027 through June 30, 2028

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B. Payment Provisions

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

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

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

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

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall

promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

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

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

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

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

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

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

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E. Supplanting of Funds

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

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

The Contractor must submit any Budget Revision Requests to the Commission no later than **February 28th** of the fiscal year. Budget Revision Requests may be submitted in hard copy form with original

signatures or electronically in a PDF format. Postmarked envelopes received after **February 28th** will not be accepted in lieu of receipt.

H. Budget Line Item Variance

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

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

I. Procurement

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

J. Fixed Assets

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

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

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

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

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VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

The Commission or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to monitor and audit all

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

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D. Recovery of Investigation and Audit Costs

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
- Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
- Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- Withhold funds pending duration of the breach; and/or
- Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
- Provide a 30-day notice to terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the

Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

- B. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.
- C. The Executive Director of the Commission is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.
- D. The Director of the Contractor is authorized to exercise Contractor'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, 2025 and expires June 30, 2028, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

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- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for two (2) additional one (1)-year periods by mutual agreement of the parties.
- D. Continuation of this Contract for each fiscal year after June 30, 2028 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

- A. Notices

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

Contractor: EVALCORP
15615 Alton Parkway
Irvine, Ca. 92618

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

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- D. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and Commission.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

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

X. NONDISCRIMINATION

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

I. 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.

II. Civil Rights Compliance

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

D. Sexual Harassment

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

The Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted

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

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

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

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

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

EVALCORP

Legal Entity

▶ _____
Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Dr. Kristen Donovan
Printed Name

President
Title

Dated

Official Stamp

<p>Reviewed for Processing</p> <p>▶ _____ Cindy Faulkner Assistant Director</p> <p>_____ Date</p>	<p>Approved as to Legal Form</p> <p>▶ _____ Dawn Martin Commission Counsel</p> <p>_____ Date</p>	<p>Presented to Commission for Signature</p> <p>▶ _____ Karen E. Scott Executive Director</p> <p>_____ Date</p>
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EVALCORP Scope of Work Tasks and Timeline

Fiscal Years: July 1, 2025 – June 30, 2028

Summary of scope of work: The following scope of work includes five Project Areas: I) Annual Reporting, II) Evaluation Infrastructure Implementation, III) Families Count, IV) Data Dashboard, and V) Project Management Tasks.

- I) Annual Reporting includes the Annual Report one-page summary, Community and Internal facing Local Outcome Reports, and annual recommendations for the F5SB database (i.e., Persimmony).
- II) Evaluation Infrastructure Implementation includes ongoing support for and updates to F5SB Evaluation Plan(s) and one special project each year (e.g., evaluation project or evaluation support/technical assistance).
- III) Families Count includes engagement with County families throughout the year.
- IV) Data Dashboard development and implementation.
- V) Project Management Tasks includes regularly scheduled meetings with F5SB, as well as planning and facilitation of the Advisory Committee meetings.

Objective	Activities	Deliverables	Timeline
Project Area I: Annual Reporting			
1. Annual Report 1-Pager Development of one-page (one page front and back) summary of Annual Report; including data visualizations and graphic design.	1.1 Data Preparation: data review, export, cleaning, and structuring for quantitative data analysis.	<ul style="list-style-type: none"> • Summary of all data included in Annual Report 1-pager 	August – November (annually)
	1.2 Data Analysis: analysis of quantitative data.		October-November (annually)
	1.3 Data Visualizations: development of data visualizations to represent Annual Report data.	<ul style="list-style-type: none"> • Draft and final reports 	November – December (annually)
	1.4 Report Development: develop report outline, initial draft, and finalize report content.		
	1.5 Graphic Design: all graphic design and final formatting of Annual Report 1-Pager		

Objective	Activities	Deliverables	Timeline
2. Community Facing Local Outcomes Report Development of Community-Facing Local Outcomes Report and presentation to Commission.	2.1 Data Preparation: data review, exporting data from Persimmony, cleaning and structuring quantitative and qualitative data files for analysis.	<ul style="list-style-type: none"> Spreadsheet of all data included in Community-Facing Local Outcomes Report 	September – January (annually)
	2.2 Data Analysis: analysis of quantitative data, coding of qualitative data.		
	2.3 Report Development: develop report outline, initial draft, and finalize report content for final formatting by F5SB’s communications consultant.	<ul style="list-style-type: none"> Report outline Draft and final versions of Community-Facing Local Outcomes Report 	January – March (annually)
	2.4 Commission Presentation: develop summary slide deck to present at F5SB Commission meeting.	<ul style="list-style-type: none"> Draft and final slide deck of Community-Facing Local Outcomes Report presentation 	
3. Internal Facing Local Outcomes Report Development of Internal (F5SB) Facing Local Outcomes Report and presentation to F5SB staff.	3.1 Data preparation: data review, exporting data from Persimmony, cleaning and structuring quantitative and qualitative data files for analysis.	<ul style="list-style-type: none"> Spreadsheet of all data included in Internal-Facing Local Outcomes Report 	January – April (annually)
	3.2 Data analysis: analysis of quantitative data, coding of qualitative data.		
	3.3 Report Development: develop report outline, initial draft, and finalize report.	<ul style="list-style-type: none"> Report outline Draft and final versions of Internal-Facing Local Outcomes Report 	
	3.4 Presentation to F5SB staff: develop summary slide deck to present to F5SB staff.	<ul style="list-style-type: none"> Draft and final slide deck of Internal-Facing Local Outcomes Report 	
4. Annual data recommendations Development of recommendations to improve data quality, data collection, and/or data reporting based on results of annual reporting (objectives 1-3)	4.1 Annual Data Recommendations: develop a summary memo of recommendations to improve data quality, data collection practices, and/or data reporting.	<ul style="list-style-type: none"> Draft and final data recommendations memo 	February - April (annually)

Objective	Activities	Deliverables	Timeline
Project Area II: Evaluation Infrastructure Implementation			
5. Ongoing Updates to Evaluation Plan Conduct ongoing updates to Evaluation Plan for 2023-2028 Strategic Plan for continued support of enhanced evaluation and reporting, as needed.	5.1 Annual Review of Evaluation Plan: Annual review of Evaluation Plan to identify and develop plan revisions (as needed).	<ul style="list-style-type: none"> Revised Evaluation Plan (as needed) 	Annually (as needed)
	5.2 Development of Data Collection Protocols: Develop necessary data collection protocols to further enhance and support Evaluation Plan activities (as needed).	<ul style="list-style-type: none"> Draft and Final Data Collection protocols (as needed) 	
	5.3 Technical Assistance for Evaluation Plan Implementation: Provide necessary training and support (including evaluation capacity building sessions to F5SB staff and/or funded agencies and recommendations for enhancements to Persimmony) to support the Evaluation Plan (as needed).	<ul style="list-style-type: none"> Summary of Evaluation Plan Implementation Activities (as needed) Copies of all training documents (as needed) 	
6. Annual Special Project Design and implement one special project each fiscal year.	6.1 Special Project Planning Activities: Coordinate with F5SB to develop an annual special project plan, including identification of the following, as applicable: <ul style="list-style-type: none"> evaluation question(s) project timelines development of participant recruitment list(s) identification of data source(s) identification of documents for review outline of training activities 	<ul style="list-style-type: none"> Draft and final Project Plan, including the following, as applicable: <ul style="list-style-type: none"> evaluation question(s) project timelines development of participant recruitment list(s) identification of data source(s) identification of documents for review outline of training activities 	Up to 1 per year

Objective	Activities	Deliverables	Timeline
	6.2 Development of Protocols: Develop data collection and/or training protocols, as necessary, to implement annual special project.	<ul style="list-style-type: none"> Draft and final protocols, including translations (as needed) 	Annually, as needed
	6.3 Conduct Data Collection: Conduct all necessary data collection activities (e.g., interviews, surveys, or data exports) for annual special project, as applicable and consistent with the Project Plan.	<ul style="list-style-type: none"> Summary memo data obtained (as applicable) 	
	6.4 Data Analysis: Prepare data for required quantitative and qualitative data analyses; and conduct all quantitative and qualitative data analyses, as required by the Project Plan.	<ul style="list-style-type: none"> Summary memo of findings (as applicable) 	
	6.5 Report Development: Develop report and/or presentation outline; develop draft and final report and/or presentation, including data visualizations and graphic design, as needed by the Project Plan.	<ul style="list-style-type: none"> Up to 1 draft and final report and/or slide deck (as applicable) 	
Project Area III: Families Count			
7. Families Count Conduct up to 4 surveys (or other engagement points, e.g., focus groups) per year with County families. Activities will include annual project planning, management of incentives for participants/respondents, data analysis, development of summary of findings, and ongoing technical assistance to participants/respondents.	7.1 Project Planning: In coordination with F5SB, identify key topic(s) and/or theme(s) for surveys (or engagement points) for the year, and develop workplan. Identify and provide recommendations for participant recruitment and implementation, as needed.	<ul style="list-style-type: none"> Project Plan update for each fiscal year Implementation recommendations (as needed) 	July – September (annually)
	7.2 Protocol Development: Develop draft and final protocols (up to 4 per year), and translate into Spanish and other threshold languages, as needed.	<ul style="list-style-type: none"> Draft and final protocols (up to 4 per year) 	Up to 4 per year
	7.3 Administer Families Count Data Collection Protocols: Includes all applicable	<ul style="list-style-type: none"> Memo of response and/or participation rates 	Ongoing

Objective	Activities	Deliverables	Timeline
	<p>activities related to data collection, including: programming of protocols into online survey software, distribution/facilitation of data collection protocols, monitoring of responses, and management of all applicable incentives.</p>		
	<p>7.4 Data Analysis: Analyze and/or code all quantitative and qualitative data and develop summary of findings for 1) 1-pager for respondents/participants and 2) internal facing (i.e., F5SB).</p>	<ul style="list-style-type: none"> Up to 4 summaries of findings; one for each audience (i.e., respondent/participant 1-pager and internal) 	Annually
	<p>7.5 Presentations(s): Conduct up to 2 Presentations per year to F5SB Commission, or others (e.g., F5SB Advisory Committee or F5SB partners)</p>	<ul style="list-style-type: none"> Up to 2 draft and final slide decks of presentations 	
Project Area IV: Data Dashboard			
<p>8. Data Dashboard Development Planning activities for data dashboard development, including identification of intended dashboard audience(s), data sources, review and decisions on data platform, as needed.</p>	<p>8.1 Data identification: Identification of data to be included in data dashboard, which will include:</p> <ul style="list-style-type: none"> Intended dashboard audience(s) Data sources and porting method(s) Specific indicators and/or variables Identify potential SQL table joins (up to 10) Identify if data sources will be live or static updates (and frequency of static updates, if applicable) 	<ul style="list-style-type: none"> Memo detailing data included in data dashboard and sources 	Annually
	<p>8.2 Platform review and recommendations: Review of potential platforms (e.g., Tableau, Power BI) for data dashboard and recommendation based on determination of data, and data security.</p>	<ul style="list-style-type: none"> Summary memo on platform recommendation(s) 	

Objective	Activities	Deliverables	Timeline
9. Data Dashboard Implementation and Maintenance Implementation and ongoing maintenance of the data dashboard (as needed).	9.1 Platform hosting and ongoing maintenance: EVC to host and maintain dashboard and provide licenses to F5SB. May also include training on use of dashboard, as needed. EVC to maintain regular updates to platform, as needed.	<ul style="list-style-type: none"> Platform website and licenses, as needed Training materials, as needed 	Annually, as needed
	9.2 Review of data indicators: Review of the data indicators available on the data dashboard. Updates and revisions to the data dashboard will be made as needed (see Activity 8.1).	<ul style="list-style-type: none"> Memo detailing data dashboard revisions, as needed 	
Project Area V: Project Management Tasks			
10. Continued and ongoing Advisory Committee Planning. As needed, provide ongoing updates and revisions to Advisory Committee plans.	10.1 Provide ongoing support and development of the Advisory Committee Plans. May include facilitation of listening sessions, revision of Advisory Committee Plan, and additional document review, as needed.	<ul style="list-style-type: none"> Revised Advisory Committee Plan (as needed) 	Annually, as needed
11. Advisory Committee Meeting Facilitation Ongoing facilitation of the F5SB Advisory Committee.	11.1 Meeting scheduling: Coordinate scheduling dates of meetings, disseminate meeting invites, and provide locations details (if in-person, share meeting rooms; provide Zoom links for virtual or hybrid meeting formats).	<ul style="list-style-type: none"> Meeting invitations 	Up to Quarterly
	11.2 Meeting Agenda Development: Develop and distribute meeting agenda; Identify and develop activities and/or presentations for meetings.	<ul style="list-style-type: none"> Meeting agenda Presentation slide deck(s) 	
	11.3 Meeting Facilitation: Include facilitation of meetings, taking notes, and disseminating summary documents following meeting.	<ul style="list-style-type: none"> Meeting notes and summary documents 	

Objective	Activities	Deliverables	Timeline
<p>12. Annual Project Review & Planning Meeting Annual meeting with F5SB to plan work for the upcoming fiscal year; may include a review work completed and key learnings.</p>	<p>12.1 Fiscal Year Launch Meeting: Conduct an annual meeting at the beginning of the fiscal year to review scope of work, identify priorities to develop necessary work plans (see Activities 5.1, 6.1, 7.1, 8.1, and 10.1).</p>	<ul style="list-style-type: none"> • Meeting agenda • Meeting summary 	<p>July – September, annually</p>
<p>13. Monthly Meetings Schedule and facilitate monthly phone or videoconference meetings with F5SB staff to discuss ongoing project contract management. Provide calendar invites and Zoom links.</p>	<p>13.1 Prepare meeting agenda: Prepare all necessary meeting agendas, identify action items, and follow up as necessary.</p>	<ul style="list-style-type: none"> • Meeting agenda and summary documents (as applicable) 	<p>Monthly</p>
<p>14. Ad-hoc Meetings and Communication Facilitate ad-hoc meetings and communication as needed, via phone, email, videoconference and/or in-person. Provide calendar invites and Zoom links as needed.</p>	<p>14.1 Prepare meeting agenda: Prepare all necessary meeting agendas, identify action items, and follow up as necessary.</p>	<ul style="list-style-type: none"> • Meeting agendas and materials (as applicable) 	<p>As needed</p>

Cost Proposal

A copy of EVALCORP’s proposed budget per year for carrying out all proposed services and deliverables is included below. Our proposed not-to-exceed cost is \$621,350 annually for FY 25/26 through FY 27/28. All costs associated with conducting the work and producing the deliverables are included in the budget below. The not-to-exceed cost is inclusive of EVALCORP staff’s time and all indirect costs associated with delivering the work and creating the deliverables outlined in Attachment A. EVALCORP routinely provides evaluation services across California and is accustomed to working very efficiently, while at the same time delivering highest quality products and outstanding service to our clients.

Line Item	Hours/ Units	Rate or Fixed Cost	Sub-total	Total
Personnel Costs				
Project Manager	360	\$135	\$48,600	
Assistant Project Managers	880	\$125	\$110,000	
Senior Consultants	1,885	\$110	\$207,350	
Research Associates	1,555	\$100	\$155,500	
Research Assistants	1,110	\$90	\$99,900	
<i>Sub-total of personnel costs</i>				\$621,350
Materials & Supplies				
None – above rates are fully loaded rates				
TOTAL NOT TO EXCEED PROJECT COST				\$621,350

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-subsidary relationship but meets one of the following criteria:

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

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

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

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

1. Name of Contractor: EVALCORP

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: Kristen Donovan

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):

Kristen Donovan

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

Company Name	Relationship

6. Name of agent(s) of Contractor:

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

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

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

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

Company Name	Individual(s) Name

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

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

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

10. Name of Commission member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Commission while award of this Contract is being considered and for 12 months after a final decision by the Commission.



Program Outline Document FY2025-2028

AGENCY INFORMATION

Contract #: IC056

Legal Entity: EVALCORP
Dept./Division: _____
Project Name: Evaluation and Professional Services

Program Site Address: 15615 Alton Parkway, Suite 450
Irvine, CA 92618
Client Referral Phone #: 949-215-2312

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Dr. Kristen Donovan
Title: President/Principal Consultant

Address: 15615 Alton Pkwy, Suite 450
Irvine CA 92618
Direct Phone #: 949-433-4103

E-Mail: kdonovan@evalcorp.com
Fax #: _____

CONTRACT REPRESENTATIVE

Name: Dr. Kristen Donovan
Title: President/Principal Consultant

Address: Same as above
Direct Phone #: Same as above

E-Mail: Same as above
Fax #: _____

PROGRAM CONTACT

Name: Dr. Kelly Goods
Title: Project Manager

Address: 15615 Alton Pkwy, Suite 450
Irvine CA 92618
Direct Phone #: 310-210-4322

E-Mail: kgoods@evalcorp.com
Fax #: _____

FISCAL CONTACT

Name: Ken Tomlinson
Title: CFO

Address: 15615 Alton Pkwy, Suite 450
Irvine CA 92618
Direct Phone #: 949-215-2312

E-Mail: KTomlinson@evalcorp.com
Fax #: _____

ADDITIONAL CONTACT (Describe): Choose an item.

Name: _____
 Title: _____

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

E-Mail: _____
 Fax #: _____

PROGRAM INFORMATION

TYPE OF AGENCY Private Entity/Institution

Describe: For Profit

PROGRAM DESCRIPTION

Provide support for evaluation and infrastructure implementation, which includes five Project Areas: I) Annual Reporting, II) Evaluation Infrastructure Implementation, III) Families Count, IV) Data Dashboard, and V) Project Management Tasks. Annual Reporting includes the Annual Report one-page summary, Community and Internal facing Local Outcome Reports, and annual recommendations for the F5SB database (i.e., Persimmony). Evaluation Infrastructure Implementation includes ongoing support for and updates to F5SB Evaluation Plan(s) and one special project each year (e.g., evaluation project or evaluation support/technical assistance). Families Count includes engagement with County families throughout the year. Data Dashboard development and implementation. Project Management Tasks includes regularly scheduled meetings with F5SB, as well as planning and facilitation of the Advisory Committee meetings.

REGION
Countywide

STRATEGIC PRIORITY AREA AND OBJECTIVES:

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

ASSIGNED ANALYST: Josh Roche

ASSIGNED ACCOUNTANT: Willmar Gultom

PROCUREMENT TYPE:

Competitive

Non-Competitive

Choose an item.

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2025-2026	\$621,350		\$621,350
2026-2027	\$621,350		\$621,350
2027-2028	\$621,350		\$621,350
Total			\$1,864,050



AGENDA ITEM 2
April 2, 2025

Subject	Contract IC057 with Westbound Communications, Inc.
Recommendations	<p>Approve Contract IC057 with Westbound Communications, Inc. in an amount not to exceed \$2,603,000 to provide Public Relations, Marketing and Branding Consulting Services for Fiscal Years 2025-2028.</p> <p>(Presenter: Scott McGrath, Deputy Director, Systems and Impact, 386-7706)</p>
Financial Impact	\$2,603,000 for Fiscal Years 2025-2028
Background Information	<p>First 5 San Bernardino (F5SB) continues to facilitate the Commission's recommendation of elevating communications and marketing within the organization. Specifically, strategic communications, sophisticated marketing, and branding were identified as key areas of opportunity for F5SB due to the growing demand for early care and family support services and the need to leverage additional funding. This contract reflects the envisioned investment progression and correlating increased scope of work designed to achieve incremental success year by year by systematically building the reputation and awareness of the organization in addition to measuring the impact First 5 communications and messaging has on the community.</p> <p>Founded in March 2003, Westbound Communications, Inc. (Westbound) is a full-service public relations, marketing, branding, multicultural, and social media agency with offices in the cities of Riverside and Anaheim. They use applied behavioral science to create and implement effective social marketing, branding, and public outreach campaigns. Following the Commission's approval of a Contract No. IC049 on October 27, 2021, Westbound began providing services for F5SB with much success in implementing targeted bilingual campaigns and communications.</p> <p>F5SB recommends that the Commission continue contracting with Westbound, leveraging their expertise in support of the organization's communications objectives. Under this proposed contract Westbound and F5SB will continue working together to raise awareness and build an understanding of the organization's offerings and services to families within San Bernardino County. Westbound will also continue managing the social media channels of the organization, elevating F5SB's communication vehicles through the agency's digital sophistication and expertise. This current contract cycle will include enhanced measurement of the impact of our signature campaigns and messaging throughout the year in the areas of child health, safety and literacy.</p> <p>Westbound has been a vendor of San Bernardino County for many years and continues to provide public relations and marketing services to San Bernardino County, including the Registrar of Voters. Westbound has been through San Bernardino County's rigorous and equitable Request for Proposal (RFP) vetting process. San Bernardino County's Purchasing Department has validated these two current contracts that include participation clause language which enables additional San Bernardino County departments to engage the services of Westbound Communications.</p>

Pending Commission approval, Westbound will continue serving as a marketing, communications, and social media consultant for the F5SB Community Engagement team. Proposed services would begin on July 1, 2025 and continue through June 30, 2028.

Approval of this item supports the **Child Health, Quality Early Learning, and Family Support** Strategic Priority Area 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 training and education for providers and families.
 - Health care providers are aware of and able to connect children and families to existing mental and behavioral support and services.
- **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.
- **Family Supports:**
 - 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.

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

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY

STANDARD CONTRACT**

<i>FOR COMMISSION USE ONLY</i>				
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept. 903	A
Organization Children and Families Commission				Contract Number IC057
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706	Contractor's License No.
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:			Total Contract Amount \$2,603,000	
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date July 1, 2025	Contract End Date June 30, 2028	Original Amount	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No.	Amount \$824,000
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use	FY	Estimated Payment Amount	I/D	Total by Fiscal Year FY Amount I/D
	25-26	\$824,000		
	26-27	\$868,000		
	27-28	\$911,000		

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)

Westbound Communications Inc.

Department/Division

Address

3469 Mission Inn Blvd, First Floor Rotunda

Riverside, CA 92501

Phone

951-532-5321

Federal ID No.

33-0687048

Program Address (if different from legal address):

Grant Number (if applicable)

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

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

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

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

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I. DEFINITIONS

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.

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.

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

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.

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor, Westbound Communications Inc., hereafter referred to as the "Contractor," shall provide all program services identified in this Contract, including Attachment A – Program Scope of Work and Attachment B – Program Budget and Attachment C – Levine Act- Campaign Contribution Disclosure. Pursuant to Section II, paragraphs D & F, and Section III, paragraph BB, and Section VIII, paragraph D of the Contract, Attachment A will be amended to list the specific quantitative targets for the respective year.

B. Contractor shall 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.

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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

O. Child Abuse Reporting

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

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

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P. Department of Justice Clearance

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

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

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Q. Conditions of Employment

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

investigation shows that the underlying conduct renders the person unsuitable for employment, internship or volunteer services.

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable

policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission’s risk.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or

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

or

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

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

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic

information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

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

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Attorney's Fees and Costs

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

X. Ownership Rights

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

Y. Attribution

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

Z. Incongruous Activities

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

AA. Reports

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

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

▪ Program Reports

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

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

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▪ Fiscal Reports

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

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

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

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▪ Asset Report

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

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

BB. Pro-Children Act of 1994

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

CC. Debarment, Suspension, and Other Responsibility Matters

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

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

DD. Conflict Resolution

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

EE. 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.

FF. 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 \$2,603,000 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2025-26	\$ 824,000 _____	July 1, 2025 through June 30, 2026
Fiscal Year 2026-27	\$ 868,000 _____	July 1, 2026 through June 30, 2027
Fiscal Year 2027-28	\$ 911,000 _____	July 1, 2027 through June 30, 2028

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B. Payment Provisions

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

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

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

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

C. EFT Payments

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

D. Allowable Costs

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

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

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

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

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

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

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E. Supplanting of Funds

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

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

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

H. Budget Line Item Variance

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

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

I. Procurement

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

J. Fixed Assets

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

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

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

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

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VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

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D. Recovery of Investigation and Audit Costs

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
- Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
- Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- Withhold funds pending duration of the breach; and/or
- Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
- Provide a 30-day notice to terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

- B. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.
- C. The Executive Director of the Commission is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.
- D. The Director of the Contractor is authorized to exercise Contractor'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, 2025 and expires June 30, 2028, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

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- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for two (2) additional one (1)-year periods by mutual agreement of the parties.
- D. Continuation of this Contract for each fiscal year after June 30, 2028 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

- A. Notices

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

Contractor: Westbound Communications Inc.
3469 Mission Inn Blvd. First Floor Rotunda
Riverside CA 92501

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

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- D. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and Commission.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect

any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

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

X. NONDISCRIMINATION

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

I. 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.

II. Civil Rights Compliance

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

D. Sexual Harassment

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

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 & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

WESTBOUND COMMUNICATIONS INC.

Legal Entity

▶ _____
Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Christopher Perez
Printed Name

Partner/General Manager
Title

Dated

Official Stamp

<p>Reviewed for Processing</p> <p>▶ _____ Cindy Faulkner Assistant Director</p> <p>_____ Date</p>	<p>Approved as to Legal Form</p> <p>▶ _____ Dawn Martin Commission Counsel</p> <p>_____ Date</p>	<p>Presented to Commission for Signature</p> <p>▶ _____ Karen E. Scott Executive Director</p> <p>_____ Date</p>
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Scope of Work for First 5 San Bernardino Strategic Communications and Counsel, FY 2025-2026 through FY 2027-2028 Westbound Communications, Inc.

Situation and Overview

First 5 San Bernardino (F5SB) is dedicated to bettering the lives of children under 5 in San Bernardino County. For 25 years, it has helped give a great start to children throughout San Bernardino County, including the High Desert and mountain areas, by facilitating a comprehensive system of care that focuses on child health, quality early learning and family support.

Westbound Communications has been working with First 5 San Bernardino on robust **family-oriented campaigns and brand awareness initiatives** on behalf of the organization since 2021. We look to continue our successful collaboration through this communications scope of work that spans three fiscal years from 2026 through 2028.

Communications Goal

Build the reputation and awareness of First 5 San Bernardino as an indispensable organization known and valued by families and partner organizations within San Bernardino County.

Approach

Implement a strategic multiplatform marketing strategy to increase understanding of the impact that First 5 San Bernardino has in the healthy development of our youngest children. This work aims to help families and caregivers support the mission of First 5 San Bernardino and the importance of its three Strategic Priority Areas. Through the following topline strategies, we can help our county residents recognize that Stronger Starts indeed lead to a Better Life.

1. **Impact measurement.** With two resident surveys now complete, we will shift to partner assessment in FY 2026, an online resident survey in FY 2027 (in advance of the next five-year Strategic Plan), and return to partner assessment in FY 2028.
2. **Family surveys.** Using our "In the Neighborhood" tool, annually conduct 50 video surveys of parents and caregivers to capture real-time opinions and sentiment on issues important to them, from the early years of childhood to the support they receive through First 5 San Bernardino and our partners.

3. **Brand elevation.** Enhance and elevate the First 5 San Bernardino brand through publicity, social media and events. Integrate brand characters and sub-messaging (“Monsters, Aliens & Mermaids Care About the First 5 Years, Too”) into year-around strategies. As necessary, continue to fine-tune brand identity guidelines and provide counsel to implement best practices internally and externally.
4. **SPA marketing campaigns.** Continue to implement “Kid Safe Summer” (child safety) and “Gift a Kid a Book” (literacy) campaigns. In FY 2026, evolve “Little Teeth, Big Responsibility” into “Little Bodies, Big Responsibility” (or similar) to bring in a broader health focus. Continue to collaborate on situational micro campaigns when needed. Beginning in FY 2026, create and distribute partner toolkits for all SPA campaigns. All materials are written in English and Spanish, as well as supported with giveaway items and partner collaborations as needed.
5. **Stakeholder communication.** Engage partners and stakeholders regularly via the *Milestones* e-newsletter and the *County Update*. Assist in publishing the annual Local Outcomes Report and Annual Budget Report, the next Strategic Plan (in FY 2028), and other publications as needed. Publish materials in English and Spanish when appropriate.
6. **Paid media (advertising).** Support all campaigns with strategic buys (in English and Spanish), that utilize both broad based media channels (e.g., billboards and radio) and targeted channels (e.g., local papers, audience-specific digital/social). Supplement with media partnerships such as KTLA, SCNG and radio stations for events, publicity and giveaways.
7. **Earned media (publicity).** Support campaigns with media outreach (in English and Spanish) to journalists in print and broadcast local and regional media outlets. Integrate First 5 San Bernardino partners whenever possible for “signature events” to encourage media coverage.
8. **Social media.** Maintain a consistent, year-round social media content calendar that gives First 5 San Bernardino the opportunity to engage with residents directly and stays in step with new trends and creative strategies. Additionally, maintain Sunday Shoutouts, an effective bi-monthly guide that compiles and shares San Bernardino County partner and non-partner events. Launch consistent YouTube presence beginning in FY 2026, supported by existing platforms Facebook, Instagram, and X (limited). Continue highly effective “partner social engagement,” which has substantially increased ability for partners to “talk back” to us. And from FY 2025, continue evolution of the “First 5 San Bernardino in the Neighborhood” video series.
9. **Communications counsel.** Provide strategic communications counsel to maximize First 5 San Bernardino resources and position the organization as the leading advocate for children 0-5 years old in San Bernardino County.
10. **Collaboration.** Work with and empower other San Bernardino County child-focused agencies (e.g., Children and Family Services) and partner organizations (e.g., Safe Kids IE, school districts) to promote First 5 San Bernardino among their priority audiences.

Key Strategies and Tactics

Research, Planning & Administration

Strategy/Tactic	Description	Timing
Research and family surveys	<p>Conduct a partner assessment in FY 2026, an online resident survey in FY 2027 (in advance of the next five-year Strategic Plan) and return to partner assessment in FY 2028.</p> <p>Annually conduct 50-person surveys through our “In the Neighborhood” social media series, capturing sentiment from San Bernardino County parents and caregivers at community events. Share these insights both as part of Evaluation and with Commissioners and partners.</p>	Annually
Commission and Executive Team presentations	As needed, present results of research and campaigns to F5SB Commissioners and the Executive Team.	As directed
Annual overall marketing, pillar and brand campaign plans	Use research and insights gathered to develop comprehensive annual plans as well as dedicated plans for all pillar and brand campaigns.	Annually in July
Measurement, evaluation & reporting	<p>Includes a real-time workflow tracker with consistent updates, bi-weekly meetings to review deliverables, and monthly Activity Report with invoices.</p> <p>Additionally, we will provide measurement metrics for those strategies we launch or manage. We expect this to include:</p> <ul style="list-style-type: none"> • Formal reporting/analysis from partner, resident and family surveys and focus groups • Media Coverage Books (including audio/video from broadcast clips), along with audience reach • Paid advertising analytics (e.g., number of eyeballs) • Social media analytics, including partner engagement • Website visits analytics • <i>Milestones</i> newsletter analytics • Pillar campaign reporting after each campaign close (Kid Safe Summer, Gift a Kid a Book, etc.) 	<p>Ongoing</p> <p>Family surveys will gather real-world testimonials (all FYs)</p> <p>Focus on Engagement metrics, where residents digitally interact with F5SB (all FYs)</p>

First 5 San Bernardino Brand Marketing, Campaigns & Stakeholder Communication

Elevate the First 5 San Bernardino brand through all owned communication channels, earned media and targeted paid opportunities. Our target audience for brand and mission communications includes all parents and caregivers in San Bernardino County; our stakeholders include partner organizations, county leadership and other county departments and agencies. Communications are intended to support investments in direct services and systems in the Strategic Priority Areas (SPAs) of the organization, focusing on topics that would potentially have the greatest impact for children and families:

- Child Health (e.g., oral health, developmental screenings, etc.)
- Quality Early Learning (e.g., literacy, kindergarten transition, etc.)
- Family Support (e.g., child safety, available resources, rent assistance, etc.)

Strategy/Tactic	Description	Timing
Campaign management	In close collaboration with F5SB’s Communication Officer, manage and expand on new and existing cross-channel marketing communication campaigns.	Ongoing
Creative/collateral	Westbound’s Video & Digital Production team will develop branded assets in English and Spanish for use on the F5SB website and/or distribution. This might include campaign landing pages, graphics, flyers, collateral materials for community events, banners, newsletters, social media, workshops, giveaway items, event support elements, radio, television and streaming spots, etc. Continuously update sponsorship branded ads.	Ongoing
Content development	Develop English and Spanish content for F5SB and community partners to share in their newsletters, blogs, social media channels and websites about events and other important program information. This includes the development of website landing pages for our campaigns, and partner “toolkits” with articles, posts, graphics and videos.	Ongoing

<p>Video and photography</p>	<p>Westbound’s Video & Digital Production team will be used for a variety of assignments related to campaigns and our branding efforts.</p> <p>Annually, we will schedule one new photoshoot each FY to capture authentic photos of County parents, caregivers and children to replace stock photos. Our photo collection will be tied to pillar campaigns. Continue to use video production team to capture and produce promotional materials from signature events as well as utilize the team for post-production editing of the “First 5 San Bernardino in the Neighborhood” series.</p>	<p>Ongoing</p> <p>Facilitate one photoshoot per FY</p>
<p>Message development</p>	<p>We will consistently update supporting messaging for each pillar campaign, which includes core narratives, talking points and media soundbites. Formalize messaging to support the recently produced Style Guide.</p>	<p>Ongoing</p> <p>In FY 26, build message framework to support Brand Style Guide.</p>
<p>Advertising</p>	<p>Continue both microtargeted digital and general market traditional advertising campaigns to support First 5 San Bernardino tentpole and micro campaigns, as determined throughout the year.</p>	<p>Ongoing</p> <p>Beginning FY 26, add single permanent billboard</p>
<p>Media relations and spokesperson training</p>	<p>Develop press materials, <i>County Update</i> articles and continue to institute media outreach strategies to secure coverage of First 5 San Bernardino by local (LA-DMA) and regional print, online and broadcast media. Utilize “signature events” for pillar campaigns to encourage media coverage.</p> <p>A focus in FY 2026-2028 will be to build a bank of First 5 San Bernardino spokespersons and prepare them to be Subject Matter Experts. Two formal spokesperson training sessions will be scheduled in this period.</p>	<p>Ongoing</p> <p>Build a bank of “Subject Matter Experts” in FY 26 and FY 27</p> <p>Spokesperson training, FY 26/FY 28</p>
<p>Stakeholder communications</p>	<p>Collaborate on content generation for quarterly e-newsletter <i>Milestones</i>. Using analytics from each distribution, provide specific recommendations for improved performance and apply to ongoing content strategy.</p> <ul style="list-style-type: none"> Grow and update subscriber base by adding partner schools/districts, influencers, etc. Manage, design and distribute lists on the GovDelivery platform. <p>Design and assist with content for stakeholder publications including the Local Outcomes Report, Annual Budget Book and the five-year Strategic Plan in FY 2028.</p>	<p>Quarterly and annually</p> <p>Ongoing database management</p> <p>Strategic Plan in FY 28</p>

Social Media Management

Strategy/Tactic	Description	Timing
Social content generation	Manage ongoing social media calendar to support First 5 San Bernardino brand communications. This includes generating graphics and all content; curating third-party content; engaging partner social pages and a consistently updated 30-day content calendar. Coordinate Sunday Shoutouts bi-monthly with partners. Consistently improve content and design based on new social media algorithms and trends.	Ongoing monthly Add YouTube as an active social platform in FY 2026
"First 5 San Bernardino in the Neighborhood"	Maintain the successful "First 5 in the Neighborhood," with regular videos produced featuring a F5SB team member interviewing parents and children at events attended by First 5 San Bernardino. This strategy is in conjunction with family surveys' effort.	Monthly Rebrand to "First 5 in the Neighborhood" (featuring Dr. Wendy Lee, etc.)
Active social engagement and platform management	Monitor and manage daily engagement across all First 5 San Bernardino social channels. This includes proactive monitoring of selected partners to like, comment on, or share their content. Share weekly engagement insights with First 5 San Bernardino via the "Engagement Tracker" to evaluate performance and keep transparency.	Daily, bi-weekly
Analytics	Report on social media metrics on a quarterly and annual basis, including engagement, impressions, top-performing posts, insights and more as the team advises.	Quarterly and annually

Budget for First 5 San Bernardino Strategic Communications and Counsel, FY2025-26 through FY2027-28 Westbound Communications, Inc.

Staffing

To serve First 5 San Bernardino, Westbound will continue to utilize a team of six to eight personnel, building bandwidth and flexibility to dedicate the time needed. We can scale as necessary, especially in events associated with our tentpole campaigns. While staffing is always possible to change over a three-year period, below is a template for assigned roles as they stand in FY 2025.

Partner/General Manager	Christopher Perez (supported by Managing Partner Carrie Gilbreth)
Account Director	Jessica Newton
Account Executive/Advertising	Allie Duran
Media Planner	Shannon Carlson
Account Support	Marissa Garcia, Gracie Servin
Video & Digital Production	Scott Henderson, Brandon James

We also utilize the talents of research specialist Sophia Gomez; transadaptation from Robert Chevez.

Scoping and Budget

The Westbound agency billing model is a blended hourly rate that will be \$185/hour for FY 2025-26, \$195/hour for FY 2026-27, and \$205 for FY 2027-28. As demonstrated in our prior work, we ensure there is senior counsel involved with all elements of strategy and campaign management. Video, paid media buys, printing and research are scoped separately, preapproved by First 5 San Bernardino, and covered within the scope of this contract unless designated otherwise. The Brand Campaign (paid) has been pulled out as an optional component in the budgets that follow.

The total fee and expense budget is not to exceed \$824,000 for FY 2025-26, \$868,000 for FY 2026-27, and \$911,000 for FY 2027-28. This budget is inclusive of all Westbound fees, including any third-party sub-contractors that might be utilized to deliver agreed-upon strategies. Expenses incurred on behalf of F5SB, including advertising, contest prizes, signature event décor/props, influencer-related fees, and others (except for mileage), incur a 15% mark-up.

Fee and expenses are billed monthly, and time is tracked by quarter-hour. Westbound clients avail themselves of our third-party technology, software, subscriptions and data storage, and we assess a monthly tech charge of \$495/month for these services; this amount will increase to \$595 in FY 2027-28. Reimbursable costs for third party vendors (above \$200) must be pre-approved. Incentives for research study participants will be agreed upon and preapproved by First 5 San Bernardino.

Hours Fees

Strategy/Tactic	FY 2026 Total	FY 2027 Total	FY 2028 Total
Monthly counsel, strategic planning and presentations	\$22,000	\$23,000	\$24,000
Cross-channel SPA (pillar) campaigns and micro-campaigns implementation, outreach, events, content development, research support and stakeholder communications	\$230,000	\$242,000	\$254,000
Social media management	\$108,000	\$114,000	\$119,000
Evaluation and reporting	\$12,000	\$13,000	\$14,000
Sub-total	\$372,000	\$392,000	\$411,000

Expense Fees

Strategy/Tactic	FY 2026 Total	FY 2027 Total	FY 2028 Total
RESEARCH Annual family survey; (2) partner surveys; (1) resident online survey	\$40,000	\$42,000	\$44,000
PAID MEDIA/ADVERTISING <ul style="list-style-type: none"> • SPA pillar campaigns (3) • Miscellaneous micro campaigns • Influencer fees 	\$320,000	\$336,000	\$353,000
CREATIVE/COLLATEROL	\$20,000	\$21,000	22,000
TRANSADAPTION	\$6,000	\$7,000	\$7,000
VIDEOGRAPHY/PHOTOGRAPHY	\$36,000	\$38,000	\$40,000
MISCELLANEOUS <ul style="list-style-type: none"> • Monthly tech fee • Social contest gifts, signature event props • Small print jobs/mileage/travel/markup 	\$30,000	\$32,000	\$34,000
Sub-total	\$452,000	\$476,000	\$500,000

Total Budget

Strategy/Tactic	FY 2026 Total	FY 2027 Total	FY 2028 Total
Grand total	\$824,000	\$868,000	\$911,000

ATTACHMENT XX
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-subsidary relationship but meets one of the following criteria:

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

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

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

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

1. Name of Contractor: Westbound Communications Inc.
2. Is the entity listed in Question No. 1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Scott Smith
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):
 Scott Smith and Carrie Gilbreth
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
None		

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):
None		

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
None	

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: None

Name of Contributor: None

Date(s) of Contribution(s): None

Amount(s): None

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.



Scott Smith
President, Westbound Communications

3/18/2025



Program Outline Document 2025-2028

AGENCY INFORMATION

Contract #: IC057

Legal Entity: Westbound Communications, Inc.

Dept./Division: N/A

Project Name: Strategic Communications and Counsel for 2025-2028

Program Site N/A **Client Referral** N/A

Address: **Phone #**

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Christopher Perez **Title:** Partner

Address: 3649 Mission Inn Blvd, First Floor Rotunda
Riverside, CA 92501 **Direct Phone #:** 951.532.5321

E-Mail: cperez@westboundcommunications.com **Fax #:** N/A

CONTRACT REPRESENTATIVE

Name: Christopher Perez **Title:** Partner

Address: 3649 Mission Inn Blvd, First Floor Rotunda
Riverside, CA 92501 **Direct Phone #:** 951.532.5321

E-Mail: cperez@westboundcommunications.com **Fax #:** N/A

PROGRAM CONTACT

Name: Jessica Newton **Title:** Account Director

Address: 3649 Mission Inn Blvd, First Floor Rotunda
Riverside, CA 92501 **Direct Phone #:** 585.330.6921

E-Mail: jnewton@westboundcommunications.com **Fax #:** N/A

FISCAL CONTACT

Name: Tami Moran **Title:** Vice President of Business Operations

Address: 3649 Mission Inn Blvd, First Floor Rotunda
Riverside, CA 92501 **Direct Phone #:** 951.462.1106

E-Mail: tmoran@westboundcommunications.com **Fax #:** N/A

ADDITIONAL CONTACT (Describe): Contract Representative

Name: Carrie Gilbreth **Title:** Principal and CEO

Address: 3649 Mission Inn Blvd, First Floor Rotunda
Riverside, CA 92501 **Direct Phone #:** 909.567.7391

E-Mail: cgilbreth@westboundcommunications.com **Fax #:** N/A

PROGRAM INFORMATION

TYPE OF AGENCY Private Entity/Institution **Describe:** For Profit

PROGRAM DESCRIPTION

Elevate the First 5 San Bernardino brand through all owned communication channels, earned media and targeted paid opportunities. Target audience for brand and mission communications includes parents and caregivers in San Bernardino County; our stakeholders include partner organizations, county leadership and other county departments and agencies. Communications are intended to support investments in direct services and systems in the Strategic Priority Areas (SPAs) of the organization, focusing on topics that would potentially have the greatest impact for children and families.

REGION
Countywide

STRATEGIC PRIORITY AREA & GOAL

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

ASSIGNED ANALYST: Kimberly VandenBosch

ASSIGNED ACCOUNTANT: Ileana Conley

ASSIGNED SAIL-EVAL: NA

PROCUREMENT TYPE: Competitive Non-Competitive
Choose an item.

Westbound has been a vendor of San Bernardino County for many years and continues to provide public relations and marketing services to San Bernardino County, including recent engagements for the Registrar of Voters and Public Works/Flood Control District. Westbound has been through San Bernardino County’s rigorous and equitable Request for Proposal (RFP) vetting process. Further, San Bernardino County’s Purchasing Department has validated these two current contracts including participation clause language which enables additional San Bernardino County departments to engage the services of Westbound Communications.

CONTRACT AMOUNT			
Fiscal Year	Original Amount	Amendment Amount	Total
2025-2026	\$824,000		
2026-2027	\$868,000		
2027-2028	\$911,000		
Total	\$2,603,000		



AGENDA ITEM 3

April 2, 2025

Subject	Contract SI040 A1 with Inland Empire Breastfeeding Coalition.
Recommendations	Approve Amendment A1 to Contract SI040 with the Inland Empire Breastfeeding Coalition in the amount of \$635,821 for the cumulative total amount of \$987,031, and extending the contract term for an additional three years for a total term from July 1, 2023 through June 30, 2028 from. (Presenter: Ronnie Robinson, Staff Analyst II, 386.7706)
Financial Impact	\$635,821 for Fiscal Years 2025-28.
Background Information	<p>The Inland Empire Breastfeeding Coalition (IEBfC) began in 1993 as a volunteer group of concerned healthcare professionals and community members who came together to raise awareness of the importance of breastfeeding and to increase collaborative efforts among healthcare agencies. IEBfC plays a critical role in supporting maternal and infant health through breastfeeding education, outreach, and advocacy.</p> <p>The Commission initially entered into a contract with IEBfC for a three year term ending June 30, 2025 in the amount of \$351,210 to provide lactation support services, community education, and training for healthcare providers and to align with public health priorities to improve infant nutrition and maternal well-being. As required by the state of California, IEBfC ensures hospitals in the Inland Empire become baby-friendly designated and redesignated every five years.</p> <p>In partnership with the University of North Carolina Gillings School of Global Public Health, IEBfC developed and obtained the rights to a curriculum for breastfeeding skills and competency training as a part of their sustainability efforts. In April 2023, IEBfC piloted Lactation Assessment, Training, Competencies for Hospitals (LATCH on IE), a three-part course with two virtual competency days and one in-person skills day. The initial training received overwhelmingly positive feedback, demonstrating participants' appreciation and eagerness to attend future hospital collaborative meetings.</p> <p>Pending Commission approval this contract amendment will extend the contract term through June 30, 2028 and increase the contract amount an additional \$635,821. It will enable IEBfC to expand supportive services by providing the following deliverables:</p> <ul style="list-style-type: none">• Ensure all birthing hospitals in San Bernardino County comply with CA Health & Safety Code 123367 (CA SB402) and maintain Baby-Friendly Hospital standards.• Provide training, mentorship, and continuing education for perinatal healthcare professionals to support evidence-based hospital practices.• Increase access to lactation support services throughout the continuum of care, as identified by the Maternal Health Network.• Train Community Health Workers and Perinatal Healthcare Providers to offer breastfeeding education, support, and referrals to families.• Conduct hospital gap analyses and needs assessments to identify areas for policy development and staff education.• Develop and implement a Community Breastfeeding Educator (CBE) training curriculum, including a train-the-trainer program to enhance workforce capacity.

-
- Host professional education sessions, hospital network workgroup meetings, and advocacy initiatives to promote breastfeeding best practices.
 - Expand public awareness through community marketing campaigns that normalize breastfeeding.

Approval of this item supports the **Child Health** Strategic Priority Area in the Commission's 2023-2028 Strategic Plan:

- **Child Health:**
 - Maternal health is promoted in the county through training and education for providers and families.

Review

Dawn Martin, Commission Counsel

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

Witnessed:

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

<i>FOR COMMISSION USE ONLY</i>				
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 10009455	SC	Dept. 903	A Contract Number SI040 A1
Organization Children and Families Commission			Contractor's License No.	
Commission Representative Cindy Faulkner, Assistant Director		Telephone 909-386-7706		Total Contract Amount \$987,031
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				
If not encumbered or revenue contract type, provide reason: _____				
Commodity Code 95200	Contract Start Date July 1, 2023	Contract End Date June 30, 2028	Original Amount \$351,210	Amendment Amount \$635,821
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1000734	Amount 205.105
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use		Estimated Payment Total by Fiscal Year		
		FY	Amount	I/D
		2025-2026	\$205,105	I
		2026-2027	\$211,759	I
		2027-2028	\$218,957	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 Breastfeeding Coalition

Department/Division

351

Address

P.O. Box 642

Riverside, CA 92502

Phone

(951) 288-1920

Federal ID No.

71-0875339

Program Address (if different from legal address):

Grant Number (if applicable)

**IT IS HEREBY AGREED AS FOLLOWS:
AMENDMENT NO. 1**

1. Paragraph A of Section II. CONTRACTOR'S SERVICE RESPONSIBILITIES is hereby amended to read as follows:
 - A. Contractor shall provide all program services identified in this Contract, including Attachment A-Program Work Plan and Attachment B-Program Budget. Pursuant to Section II, paragraph E, and 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.

Initial Here

Auditor-Controller/Treasurer Tax Collector Use Only

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

2. Paragraph FF is hereby added to Section III. CONTRACTORS GENERAL RESPONSIBILITIES to read as follows:

FF. 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.

Initial Here

3. 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 \$987,031 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2023-24	<u>\$ 165,680</u>	July 1, 2023 through June 30, 2024
Fiscal Year 2024-25	<u>\$ 185,530</u>	July 1, 2024 through June 30, 2025
Fiscal Year 2025-26	<u>\$ 205,105</u>	July 1, 2025 through June 30, 2026
Fiscal Year 2026-27	<u>\$ 211,759</u>	July 1, 2026 through June 30, 2027
Fiscal Year 2027-28	<u>\$ 218,957</u>	July 1, 2027 through June 30, 2028

Initial Here

4. Paragraph D. Independent Audit Provisions of Section VI. RIGHT TO MONITOR and AUDIT is amended to read as follows:

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. Due dates are as follows:

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

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

A. This Contract is effective as of July 1, 2023 and expires June 30, 2028, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

6. Former Attachment C (Program Scope of Work) is hereby replaced in its entirety with new Attachment C—Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).

continued on next page

ATTACHMENTS

Attachment A – Amended Work Plan for FY 2025-2028

Attachment B – Amended Program Budget for FY 2025-26, 2026-27, 2027-28

Attachment C – Levine Act - Campaign Contribution Disclosure

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.

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

INLAND EMPIRE BREASTFEEDING
COALITION

Legal Entity

▶ _____
Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Laurie Haessly, MA RDN, IBCLC
Printed Name

Treasurer
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

▶ _____
Dawn Martin
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date



Agency Name: Inland Empire Breastfeeding Coalition (IEBfC)	Contract #: SI040 A1	Service Area: _Countywide
Program Name: Promoting Breastfeeding Through Professional Education and Mentorship		Period: _July 1, 2025 – June 30, 2028

Expectations	Expand current evidence-based policy, education/training and advocacy interventions to address the problems associated with low breastfeeding initiation and duration rates.				
Outcomes	<ol style="list-style-type: none"> 1. All birthing hospitals in San Bernardino County meet the CA Health & Safety Code 123367 (CA SB402), which requires the adoption and maintenance of compliance requirements of The Ten Steps to Successful Breastfeeding, as adapted by Baby-Friendly USA, per the Baby-Friendly Hospital Initiative, by January 1, 2025 and beyond. 2. Perinatal birthing professionals receive the support, resources, and education necessary to enhance evidence-based hospital practices. 3. Increase access to services throughout the continuum of care identified by the Maternal Health Network. 4. Community Health Workers/Perinatal Healthcare Providers working with families in the perinatal period, outside of the hospital, will be knowledgeable and confident in their ability to provide families with basic breastfeeding education, help, support and referrals. 5. Develop and Implement a Sustainability Plan (July 1, 2027 – June 30, 2028) 				
Objective/ Goal/Measure	Activity/Description	Activity/ Dosage/ Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
Continuing Education (CEU) Sessions	Participants will demonstrate that value was obtained from the session per evaluation Certificates of Attendance and Certificates of CEUs/CERPs/BRNs are provided	Monthly	Monthly	<ul style="list-style-type: none"> • Aggregate count in Persimmony • Identify perinatal profession and audience in attendance by entering Monitoring/Training Tracking in Persimmony 	<ul style="list-style-type: none"> • Response to post-evaluation questions & include attendance sheet (Excel format)
Resource Seminars and Check-in Sessions	Participants will convey value in the session.	Monthly	Monthly	<ul style="list-style-type: none"> • Aggregate count in Persimmony 	<ul style="list-style-type: none"> • Word Cloud (what was the takeaway from the session)

Attachment A

<p>Hospital Network Collaborative Workgroup Meetings</p>	<p>Participating hospitals are given the information/ resources/networking opportunities to become CA SB402 compliant and sustain all compliance requirements</p>	<p>Quarterly</p>	<p>Quarterly</p>	<ul style="list-style-type: none"> ● Aggregate count in Persimmony ● Participant profession and hospital location by entering Monitoring/Meeting Tracking in Persimmony 	<ul style="list-style-type: none"> ● Zoom chat upload in Persimmony
<p>LATCH on IE™ Baby-Friendly/CA Model Breastfeeding Policies Hospital Training</p>	<p>Participants will demonstrate that value was obtained from the sessions and that all competencies were met per evaluation. Each training includes 2 Didactic Days + 1 Skills Day. Certificates of Completion and Certificates of BRN CEUs are provided</p>	<ul style="list-style-type: none"> ● 4 Trainings in FY 2025-26 ● 2 In-Person Skills Days FY 2025-26 ● 2 Virtual Skills Days FY 2025-26 ● 4 Trainings in FY 2026-27 ● 2 In-Person Skills Days FY 2026-2027 ● 2 Virtual Skills Days FY 2026-27 ● 4 Trainings in FY 2027-28 ● 2 In-Person Skills Days FY 2027-28 ● 2 Virtual Skills Days FY 2027-28 	<p>Quarterly</p>	<ul style="list-style-type: none"> ● Aggregate count in Persimmony ● Identify perinatal profession and audience in attendance by entering Monitoring/Training Tracking in Persimmony 	<ul style="list-style-type: none"> ● Response to post-evaluation questions & include attendance sheet (Excel format)
<p>Hospital Gap Analysis</p>	<p>Hospital Gap Analysis LATCH on IE™ Needs Assessment Survey - Google Forms</p> <ul style="list-style-type: none"> ● Continue to conduct surveys to find out hospitals' needs, policy development, staff education/curriculum, and/or consultation services. 	<p>Twice a year</p>	<p>Semi-Annually</p>	<ul style="list-style-type: none"> ● Aggregate data of survey participants in Persimmony 	<ul style="list-style-type: none"> ● Upload a PDF of the survey questions ● Upload the reports of the findings of the Needs Assessment

Attachment A

					<ul style="list-style-type: none"> ● Upload a PDF of the sustainability plan
Community Breastfeeding Educator (CBE) Training Gap Analysis	<p>GAP Analysis Needs Assessment Survey - Google Forms</p> <ul style="list-style-type: none"> ● Continue to conduct/distribute survey to find out the needs and wants of Community Health Workers/Perinatal Healthcare Providers regarding the Community Breastfeeding Educator Training 	On-going from 2024-25 through 1st Quarter 2025-26	1st Quarterly Report FY 2025-26	<ul style="list-style-type: none"> ● Aggregate data of survey participants in Persimmony 	<ul style="list-style-type: none"> ● Y1 ● Upload a PDF of the survey questions ● Upload the reports of the findings of the Needs Assessment
Community Breastfeeding Educator (CBE) Training - Curriculum Development	<p>Using the information gathered via the CBE Gap Analysis Plan and develop a comprehensive Community Breastfeeding Educator Training Curriculum for Community Health Workers/Perinatal Healthcare Providers.</p> <p>Applications will be developed and distributed to all Maternal Health Network community partners and others to obtain a list of persons interested in assisting in development and teaching of the course.</p> <p>The interviewing and selection process will build a team of 8 topic and perinatal education specialists with a variety of experiences and representing a variety of programs.</p> <p>The team will meet bi-weekly to develop relevant research based curriculum (16 hours - 4 - 4 hour interactive sessions) and to plan out logistics regarding training implementation and marketing.</p> <p>Conduct a train-the-trainer session.</p> <p>Pilot the curriculum with a select focus group of representative students to</p>	1st and 2nd Quarter FY 2025-26	1st and 2nd Quarterly Reports FY 2025-26	NA	<ul style="list-style-type: none"> ● Y1 ● Narrative reports in Persimmony ● Narrative of the team composition, the curriculum development and advertising progress, and the train-the-trainer session.

Attachment A

	evaluate its effectiveness to ensure the smooth roll out of the premier training.				
Community Breastfeeding Educator (CBE) Training	<p>Training</p> <p>Participants will demonstrate that value was obtained from the session and that all competencies were met per evaluation. Each training will consist of 4 - 4 hour interactive sessions.</p> <p>Participants completing the training will receive a "Community Breastfeeding Educator" Certification Certificates and Certificates of CEUs/CERPs/BRNs are provided</p>	<p>2 Trainings FY 2025-2026</p> <p>4 Trainings FY 2026-27</p> <p>4 Trainings FY 2027-28</p>	Quarterly	<ul style="list-style-type: none"> ● Aggregate count in Persimmony ● Identify perinatal profession and program representing in attendance by entering Monitoring/Training Tracking in Persimmony 	<ul style="list-style-type: none"> ● Narrative reports in Persimmony ● Social Media reach counts ● Narrative of the educational tools and recipients' usage
Network Advocacy Meetings and Information Sharing	<ul style="list-style-type: none"> ● Lactation Advocacy Network Meetings ● Cultural Community Task Forces ● Other advocacy activities ● Pertinent and current legislation/advocacy information will be shared with IEBfC Members and Friends on a monthly/as-needed basis during Check-In and Resource Webinars 	Monthly	Monthly	<ul style="list-style-type: none"> ● Aggregate count in Persimmony ● Identify perinatal profession and audience in attendance by entering Monitoring/Training Tracking in Persimmony 	<ul style="list-style-type: none"> ● Meeting notes and minutes in Persimmony
California Breastfeeding Summit	Participants attend/gain specific knowledge, and each participant creates and shares a 15-minute summary presentation for the IEBfC Members and Friends during Monthly Check-In and Resource Webinars.	<p>Annually</p> <p>January 2026</p> <p>January 2027</p> <p>January 2028</p> <p>Annually Summary Presentations at Monthly Check-In and Resource Webinars: February - June of each year</p>	Annually	N/A	<ul style="list-style-type: none"> ● Documentation of presentations on the Annual Comprehensive Education Calendars ● Attendance Records
Community Marketing Campaign which	Provide education and resources, and close resource gaps by reaching the community through social media	Monthly	Monthly	NA	<ul style="list-style-type: none"> ● Narrative reports in Persimmony

Attachment A

<p>promotes and normalizes breastfeeding</p>	<p>platforms and perinatal health care professionals at their worksites. Via: A. Social Media Marketing B. Health Professional Education tools: belly balls/cards, milk storage magnetics, etc. C. RN lanyards, pens, and badges promoting breastfeeding</p>				<ul style="list-style-type: none"> • Social Media reach counts • Narrative of the educational tools and recipients' usage
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Program Description: The Inland Empire Breastfeeding Coalition (IEBfC) and its sub-committee IEBfC Hospital Network Collaborative will work to expand current evidence-based education interventions addressing the problem of low rates of breastfeeding in the Inland Empire through a more robust partnership of community members and perinatal healthcare professionals and providers countywide.

Agency Rep Name:	Laurie C Haessly	Data Type:	Quantitative and Qualitative		
Agency Signature:	Laurie C Haessly	Reporting Period:	Monthly, Quarterly, Semi-Annually, and Annually	Due: By the 15 th of the following month	
Date Signed	March 11, 2025	Fiscal Year:	2025 - 2028		





FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR:


2025 - 2026

ORGANIZATION:	Inland Empire Breastfeeding Coalition	GRANT MANAGER:	Laurie Haessly, MA, RDN, IBCLC	PROGRAM YEAR:	2025 - 2026
PROGRAM TITLE:	Promoting Breastfeeding Through Professional Mentorship	GRANT PROJECT COORDINATOR:	Mandy Lindberg, IBCLC	TOTAL BUDGET:	205,105
INITIATIVE:	Child Health, Leadership and Capacity Building	FINANCE OFFICER:	Laurie Haessly, MA, RDN, IBCLC	RFP/CONTRACT #:	SI040 A1

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Laurie Haessly	Grant Manager	0.48	47.00	1000	15%	47,000	7,111	54,111	112,551	48%	Grant Manager to manage, plan, coordinate and oversee the grant deliverables. (80 hours per month)
2	Mandy Lindberg	Grant Project Coordinator	0.54	42.00	1,125	15%	47,250	7,144	54,394	100,569	54%	Grant Project Coordinator to work closely with the Grant Manager in the planning, coordination, implementation and documentation of work plan and deliverables associated with the grant. (90 hours per month)
Total Salaries & Benefits							\$ 94,250	\$ 14,255	\$ 108,505	\$ 213,120		

		FIRST 5 SAN BERNARDINO PROGRAM BUDGET FISCAL YEAR: 2025 - 2026		
ORGANIZATION: Inland Empire Breastfeeding Coalition PROGRAM TITLE: Promoting Breastfeeding Through Professional Mentorship Child Health, Leadership and Capacity Building	GRANT MANAGER: Laurie Haessly, MA, RDN, IBCLC GRANT PROJECT COORDINATOR: Mandy Lindberg, IBCLC FINANCE OFFICER: Laurie Haessly, MA, RDN, IBCLC	PROGRAM YEAR: 2025 - 2026 TOTAL BUDGET: \$205,105 RFP/CONTRACT #: SI040 A1		
II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1 Supplies: General Office Supplies, Marketing Materials, and LATCH on IE™ Hospital Lactation Competencies Trainings and Skills Days and Community Breastfeeding Educator Training Supplies and Printing	2%	\$ 3,200	LATCH on IE™ Hospital Lactation Competency Training and Skills Days and Community Breastfeeding Educator (CBE) Training Supplies, Marketing Materials and Printing such as instructors' materials, students' materials, events flyers, folders for events, totes, t-shirts, pens, lanyards, membership cards, posters/signs, certificates, skills stamp cards, dolls, breast models, feeding tools, manual breastpumps, etc.	
2 Professional Services: Rapid Data	0%	\$ 1,000	Agency that processes employee payroll, employees' W2s, consultants' 1099s. Provides direct deposits, quarterly Pay and State and Federal tax reports.	
3 Professional Services/Consultants: Expert Subject CEU Speakers; Trainers; Curriculum Developers; Monthly Coordination of various projects; Specialists/Consultants, as needed	34%	\$ 69,200	Professional Services/Consultants: Expert Subject CEU Speakers; LATCH on Trainers and Examiners; Education, LATCH on and Community Breastfeeding Educator (CBE) Training Coordination; CBE Curriculum Developers (Y1), CBE Trainers; Communications, Marketing, Social Media, Hospital Collaborative, Membership, Advocacy, Various Additional Community Cultural Task Force Consultants/Facilitators, and other Specialists/Consultants, as needed	
4 Video Webinar Conferencing and Communications and Marketing Services	2%	\$ 3,700	Webinar conferencing: MacBook Laptop; Lapel Microphone, Head Sets, WebEx, Speakers, Monitors. Purchase a platform which can host webinars and teleconferences for monthly General Education, Hospital Collaborative Meetings, LATCH on Trainings and CBE Trainings with the ability to serve more members as well as record and store educational sessions and trainings. Purchase integrated website builder and email marketing service. Communications and marketing services (Google Workspace, WIX, Eventbrite, Mailchimp; Zoom, etc.)	
5 Insurance	1%	\$ 3,000	Costs associated with our contract requirements of necessary liability insurance: General Liability (~\$1,300); Automobile Board of Directors and Officers (\$1,700)	
6 California Breastfeeding Summit	1%	\$ 3,000	Ten (10) California State Breastfeeding Summit and Advocacy Days registrations (\$300/each) for 10 IEBFC members to attend virtually. (Total \$3,000)	
Total Services & Supplies		\$ 83,100		
III. FOOD				
Event(s):		TOTAL F5SB BUDGET	Description/Justification:	
1 Food: 2 Hospital Network Collaborative Meetings, 2-3 Special Board Meetings, 2 LATCH on IE™ Hospital RN Nurse Skills Days Trainings; 2 Meet and Greet Member Recruitment events; 2 Black Breastfeeding Task Force Meetings/Education Sessions; 2 Cultural Breastfeeding Task Meetings/Education Sessions; 1 Member Advocacy meeting; Community Breastfeeding Educaotr Curriculum Developers' meetings; or similar events.		6,000	Food: Food, snacks and drinks for hosting: 2 Hospital Network Collaborative Meetings, 2-3 Special Board Meetings, 2 LATCH on IE™ Hospital RN Nurse Skills Days Trainings; 2 Meet and Greet Member Recruitment events; 2 Black Breastfeeding Task Force Meetings/Education Sessions; 2 Cultural Breastfeeding Task Meetings/Education Sessions; 1 Member Advocacy meeting; Community Breastfeeding Educaotr Curriculum Developers' meetings; or similar events.	
Total Food		\$ 6,000		
IV. TRAVEL				
Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:	
1 Various location throughout CA; Maryland or other location for USBC Annual Conference; and KY to CA	San Jose/Sacramento/Anaheim/San Diego, Ca: Grant Manager and Project Coordinator and designated Board Members/IEBFC Representative to attend the 2026 California Breastfeeding Coalition Summit and Advocacy Conference (or similar events) to build collaboration and sharing power with other Breastfeeding Coalitions throughout the State; Annual Work & Family Advocacy Conferences; BreastfeedLA Summit; US Breastfeeding Committee Annual Conference; US Lactation Consultant Association Conferences; Project Coordinator to attend 2-3 times per year in-person board, etc. meetings. Travel costs associated with attendance at Hospital Trainings, LATCH on IE™ Skills Days, Partner and Funder Meetings etc. Each attendee will provide a report and summary presentation to our Board and IEBFC Members and Friends at a Monthly Resource seminar.	7,500	San Jose/Sacramento/Anaheim/San Diego, Ca: California Breastfeeding Coalition and Advocacy Training and Legislative Visits. Registration/Mileage/Airport Parking/Flights to SJ/C/SMF/LAX/SNA/SAN/ONT/LEX/KY; Uber/Lyft/car rental (RT Airport to Hotel); Hotel/Meals (The costs of the travel for each of the attendees) OR SIMILAR EVENTS (airfare, mileage, Uber/Lifts/car rentals, hotel, meals)	
Total Travel		7,500		
TOTAL FIRST 5 BUDGET		\$ 205,105		

		FIRST 5 SAN BERNARDINO PROGRAM BUDGET FISCAL YEAR:		2026 - 2027								
ORGANIZATION:	Inland Empire Breastfeeding Coalition	GRANT MANAGER:	Laurie Haessly, MA, RDN, IBCLC	PROGRAM YEAR:	2026 - 2027							
PROGRAM TITLE:	Promoting Breastfeeding through Professional Mentorship	GRANT PROJECT COORDINATOR:	Mandy Lindberg, IBCLC	TOTAL BUDGET:	211,759							
INITIATIVE:	Child Health, Leadership and Capacity Building	FINANCE OFFICER:	Laurie Haessly, MA, RDN, IBCLC	RFP/CONTRACT #:	S1040 A1							
LIN	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:		Position:									
1	Laurie Haessly	0.48	Grant Manager	50.00	1000	15%	50,000	7,500	57,500	119,600	48%	Grant Manager to manage, plan, coordinate and oversee the grant deliverables. (80 hours per month)
2	Mandy Lindberg	0.54	Grant Project Coordinator	45.00	1,125	15%	50,625	7,594	58,219	107,640	54%	Grant Project Coordinator to work closely with the Grant Manager in the planning, coordination, implementation and documentation of work plan and deliverables associated with the grant. (90 hours per month)
	Total Salaries & Benefits						\$ 100,625	\$ 15,094	\$ 115,719	\$ 227,240		

		FIRST 5 SAN BERNARDINO PROGRAM BUDGET FISCAL YEAR:		2026-2027	
ORGANIZATION: Inland Empire Breastfeeding Coalition		GRANT MANAGER: Laurie Haessly, MA, RDN, IBCLC		PROGRAM YEAR: 2026 - 2027	
PROGRAM TITLE: Promoting Breastfeeding through Professional Mentorship		GRANT PROJECT COORDINATOR: Mandy Lindberg, IBCLC		TOTAL BUDGET: \$211,759	
Child Health, Leadership and Capacity Building		FINANCE OFFICER: Laurie Haessly, MA, RDN, IBCLC		RFP/CONTRACT #: SI040 A1	
II. SERVICES & SUPPLIES					
Expense:		% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1 Supplies: General Office Supplies, Marketing Materials, and LATCH on IE™ Hospital Lactation Competencies Trainings and Skills Days and Community Breastfeeding Educator Training Printing and Supplies		2%	\$ 3,200	LATCH on IE™ Hospital Lactation Competency Training and Skills Days and Community Breastfeeding Educator Training Supplies, Marketing Materials and Printing such as instructors' materials, students' materials, events flyers, folders for events, totes, t-shirts, pens, lanyards, membership cards, posters/signs, certificates, skills stamp cards, dolls, breast models, feeding tools, manual breastpumps, etc. Lapel Microphone, Head Sets, WebEx, Speakers, Monitors.	
2 Professional Services: Rapid Data		0%	\$ 1,000	Agency that processes employee payroll, employees' W-2s, consultants' 1099s. Provides direct deposits, quarterly Pay and State and Federal tax reports.	
3 Professional Services/Consultants: Expert Subject CEU Speakers; Trainers; Monthly Coordination of various projects; Specialists/Consultants, as needed		33%	\$ 70,600	Professional Services/Consultants: Expert Subject CEU Speakers; LATCH on Trainers and Examiners; Education, LATCH on and Community Breastfeeding Educator (CBE) Training Coordination; LATCH on and CBE Curriculum Modifications and Updates; CBE Trainers; Communications, Marketing, Social Media, Hospital Collaborative, Membership, Advocacy, Various Additional Community Cultural Task Force Consultants/Facilitators, and other Specialists/Consultants, as needed	
4 Video Webinar Conferencing and Communications and Marketing Services		1%	\$ 2,240	Webinar conferencing; Purchase a platform which can host webinars and teleconferences for monthly General Education, Hospital Collaborative Meetings, LATCH on Trainings and CBE Trainings with the ability to serve more members as well as record and store educational sessions and trainings. Purchase integrated website builder and email marketing service. Communications and marketing services (Google Workspace, WIX, Eventbrite, Mailchimp; Zoom, etc.)	
5 Insurance		1%	\$ 3,000	Costs associated with our contract requirements of necessary liability insurance: General Liability (~\$1,300); Automobile Board of Directors and Officers (\$1,700)	
6 California Breastfeeding Summit		1%	\$ 3,000	Ten (10) California State Breastfeeding Summit and Advocacy Days registrations (\$300/each) for 10 IEBFC members to attend virtually. (Toal \$3,000)	
Total Services & Supplies			\$ 83,040		
III. FOOD					
Event(s):			TOTAL F5SB BUDGET	Description/Justification:	
1 Food: 2 Hospital Network Collaborative Meetings, 2-3 Special Board Meetings, 2 LATCH on IE™ Hospital RN Nurse Skills Days Trainings; 2 Meet and Greet Member Recruitment events; 2 Black Breastfeeding Task Force Meetings/Education Sessions; 2 Cultural Breastfeeding Task Meetings/Education Sessions; 1 Member Advocacy meeting; or similar events.			5,500	Food: Food, snacks and drinks for hostinng; 2 Hospital Network Collaborative Meetings, 2-3 Special Board Meetings, 2 LATCH on IE™ Hospital RN Nurse Skills Days Trainings; 2 Meet and Greet Member Recruitment events; 2 Black Breastfeeding Task Force Meetings/Education Sessions; 2 Cultural Breastfeeding Task Meetings/Education Sessions; 1 Member Advocacy meeting; or similar events.	
Total Food			\$ 5,500		
IV. TRAVEL					
Destination:		Purpose:	TOTAL F5SB BUDGET	Description/Justification:	
1 Various location throughout CA; Maryland or other location for USBC Annual Conference; and KY to CA		San Jose/Sacramento/Anaheim/San Diego, Ca: Grant Manager and Project Coordinator and designated Board Members/IEBFC Representative to attend the 2026 California Breastfeeding Coalition Summit and Advocacy Conference (or similar events) to build collaboration and sharing power with other Breastfeeding Coalitions throughout the State; Annual Work & Family Advocacy Conferences; BreastfeedLA Summit; US Breastfeeding Committee Annual Conference; US Lactation Consultant Association Conferences; Project Coordinator to attend 2-3 times per year in-person board, etc. meetings. Travel costs associated with attendance at Hospital Trainings, LATCH on IE™ Skills Days, Partner and Funder Meetings etc. Each attendee will provide a report and summary presentation to our Board and IEBFC Members and Friends at a Monthly Resource webinar.	7,500	San Jose/Sacramento/Anaheim/San Diego, Ca: California Breastfeeding Coalition and Advocacy Training and Legislative Visits. Registration/Mileage/Airport Parking/Flights to SJC/SMF/LAX/SNA/SAN/ONT/LEX/KY; Uber/Lyft/car rental (RT Airport to Hotel); Hotel/Meals (The costs of the travel for each of the attendees) OR SIMILAR EVENTS (airfare, mileage, Uber/Lifts/car rentals, hotel, meals)	
Total Travel			7,500		
TOTAL FIRST 5 BUDGET			\$ 211,759		




FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR:

2027 - 2028

ORGANIZATION:	Inland Empire Breastfeeding Coalition	GRANT MANAGER:	Laurie Haessly, MA, RDN, IBCLC	PROGRAM YEAR:	2027 - 2028
PROGRAM TITLE:	Promoting Breastfeeding through Professional Mentorship	GRANT PROJECT COORDINATOR:	Mandy Lindberg, IBCLC	TOTAL BUDGET:	218,957
INITIATIVE:	Child Health, Leadership and Capacity Building	FINANCE OFFICER:	Laurie Haessly, MA, RDN, IBCLC	RFP/CONTRACT #:	SI040 A1

LIN	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Laurie Haessly	Grant Manager	0.48	53.00	1000	15%	53,000	7,871	60,871	126,611	48%	Grant Manager to manage, plan, coordinate and oversee the grant deliverables. (80 hours per month)
2	Mandy Lindberg	Grant Project Coordinator	0.54	48.00	1,125	15%	54,000	8,046	62,046	114,716	54%	Grant Project Coordinator to work closely with the Grant Manager in the planning, coordination, implementation and documentation of work plan and deliverables associated with the grant. (90 hours per month)
Total Salaries & Benefits							\$ 107,000	\$ 15,917	\$ 122,917	\$ 241,327		

		FIRST 5 SAN BERNARDINO PROGRAM BUDGET FISCAL YEAR: 2027 - 2028		
ORGANIZATION:	Inland Empire Breastfeeding Coalition	GRANT MANAGER:	Laurie Haessly, MA, RDN, IBCLC	PROGRAM YEAR: 2027 - 2028
PROGRAM TITLE:	Promoting Breastfeeding through Professional Mentorship Child Health, Leadership and Capacity Building	GRANT PROJECT COORDINATOR:	Mandy Lindberg, IBCLC	TOTAL BUDGET: \$218,957
		FINANCE OFFICER:	Laurie Haessly, MA, RDN, IBCLC	RFP/CONTRACT #: S1040 A1
II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Supplies: General Office Supplies, Marketing Materials, and LATCH on IE™ Hospital Lactation Competencies Trainings and Skills Days and Community Breastfeeding Educator Training Printing and Supplies	1%	\$ 3,200	LATCH on IE™ Hospital Lactation Competency Training and Skills Days and Community Breastfeeding Educator Training Supplies, Marketing Materials and Printing such as instructors' materials, students' materials, events flyers, folders for events, totes, t-shirts, pens, lanyards, membership cards, posters/signs, certificates, skills stamp cards, dolls, breast models, feeding tools, manual breastpumps, etc. Lapel Microphone, Head Sets, WebEx, Speakers, Monitors.
2	Professional Services: Rapid Data	0%	\$ 1,000	Agency that processes employee payroll, employees' W-2s, consultants' 1099s. Provides direct deposits, quarterly Pay and State and Federal tax reports.
3	Professional Services/Consultants: Expert Subject CEU Speakers; Trainers; Monthly Coordination of various projects; Specialists/Consultants, as needed	32%	\$ 70,600	Professional Services/Consultants: Expert Subject CEU Speakers; LATCH on Trainers and Examiners; Education, LATCH on and Community Breastfeeding Educator(CBE) Training Coordination; LATCH on and CBE Curriculum Modifications and Updates; CBE Trainers; Communications, Marketing, Social Media, Hospital Collaborative, Membership, Advocacy, Various Additional Community Cultural Task Force Consultants/Facilitators, and other Specialists/Consultants, as needed
4	Video Webinar Conferencing and Communications and Marketing Services	1%	\$ 2,240	Webinar conferencing: Purchase a platform which can host webinars and teleconferences for monthly General Education, Hospital Collaborative Meetings, LATCH on Trainings and CBE Trainings with the ability to serve more members as well as record and store educational sessions and trainings. Purchase integrated website builder and email marketing service. Communications and marketing services (Google Workspace, WIX, Eventbrite, Mailchimp; Zoom, etc.)
5	Insurance	1%	\$ 3,000	Costs associated with our contract requirements of necessary liability insurance: General Liability (~\$1,300); Automobile Board of Directors and Officers (\$1,700)
6	California Breastfeeding Summit	1%	\$ 3,000	Ten (10) California State Breastfeeding Summit and Advocacy Days registrations (\$300/each) for 10 IEbFC members to attend virtually. (Total \$3,000)
Total Services & Supplies			\$ 83,040	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Food: 2 Hospital Network Collaborative Meetings, 2-3 Special Board Meetings, 2 LATCH on IE™Hospital RN Nurse Skills Days Trainings; 2 Meet and Greet Member Recruitment events; 2 Black Breastfeeding Task Force Meetings/Education Sessions; 2 Cultural Breastfeeding Task Meetings/Education Sessions; 1 Member Advocacy meeting; or similar events.		5,500	Food: Food, snacks and drinks for hosting: 2 Hospital Network Collaborative Meetings, 2-3 Special Board Meetings, 2 LATCH on IE™Hospital RN Nurse Skills Days Trainings; 2 Meet and Greet Member Recruitment events; 2 Black Breastfeeding Task Force Meetings/Education Sessions; 2 Cultural Breastfeeding Task Meetings/Education Sessions; 1 Member Advocacy meeting; or similar events.
Total Food			\$ 5,500	
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1	Various location throughout CA; Maryland or other location for USBCAnnual Conference; and KY to CA	San Jose/Sacramento/Anaheim/San Diego, Ca: Grant Manager and Project Coordinator and designated Board Members/IEbFC Representative to attend the 2026 California Breastfeeding Coalition Summit and Advocacy Conference (or similar events) to build collaboration and sharing power with other Breastfeeding Coalitions throughout the State; Annual Work & Family Advocacy Conferences; BreastfeedLA Summit; US Breastfeeding Committee Annual Conference; US Lactation Consultant Association Conferences; Project Coordinator to attend 2-3 times per year in-person board, etc. meetings. Travel costs associated with attendance at Hospital Trainings, LATCH on IE™ Skills Days, Partner and Funder Meetings etc. Each attendee will provide a report and summary presentation to our Board and IEbFC Members and Friends at a Monthly Resource seminar.	7,500	San Jose/Sacramento/Anaheim/San Diego, Ca: California Breastfeeding Coalition and Advocacy Training and Legislative Visits. Registration/Mileage/Airport Parking/Flights to SJC/SMF/LAX/SNA/SAN/ONT/LEX/KY; Uber/Lyft/car rental (RT Airport to Hotel); Hotel/Meals (The costs of the travel for each of the attendees) OR SIMILAR EVENTS (airfare, mileage, Uber/Lifts/car rentals, hotel, meals)
Total Travel			7,500	
TOTAL FIRST 5 BUDGET			\$ 218,957	

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-subsidary relationship but meets one of the following criteria:

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

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

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

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

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

Company Name	Relationship

6. Name of agent(s) of Contractor: NA

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

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

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

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

Company Name	Individual(s) Name

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

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

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

10. Name of Commission member: _____

Name of Contributor: .

Date(s) of Contribution(s):.

Amount(s):.

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

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Commission while award of this Contract is being considered and for 12 months after a final decision by the Commission.

Laurie C Haessly, MA, RDN, IBCLC

IEBfC Programs Manager
Laurie@iebreastfeeding.org
951-288-1920

March 12, 2025



Program Outline Document 2025-2026

AGENCY INFORMATION

Contract #: SI040 A1

Legal Entity: Inland Empire Breastfeeding Coalition

Dept./Division: _____

Project Name: Promoting Breastfeeding Through Professional Mentorship

Program Site Address: _____ **Client Referral Phone #:** _____

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Laurie Haessly **Title:** Programs Manager

Address: 4579 9th Street, Riverside, CA 92501 **Direct Phone #:** 951-288-1920

E-Mail: Laurie@iebreastfeeding.org **Fax #:** _____

CONTRACT REPRESENTATIVE

Name: Laurie Haessly **Title:** Programs Manager

Address: 4579 9th Street, Riverside, CA 92501 **Direct Phone #:** 951-288-1920

E-Mail: breastfeedie@gmail.com **Fax #:** _____

PROGRAM CONTACT

Name: Mandy Lindberg **Title:** Programs Coordinator

Address: 422 Left Fork Cow Creek Rd, Booneville, KY 41314 **Direct Phone #:** 909-528-8964

E-Mail: Mandy@iebreastfeeding.org **Fax #:** _____

FISCAL CONTACT

Name: Laurie Haessly **Title:** Treasurer

Address: 4579 9th Street, Riverside, CA 92501 **Direct Phone #:** 951-288-1920

E-Mail: breastfeedie@gmail.com **Fax#:** _____

ADDITIONAL CONTACT (Describe):

Name: Kayellen Young **Title:** Board Member

Address: 68165 Perilita Rd, Cathedral City, CA 92234 **Direct Phone #:** 760-567-1606

E-Mail: membership@iebreastfeeding.org **Fax #:** _____

PROGRAM INFORMATION

TYPE OF AGENCY Community Based

Describe: 501(c)3 non-profit

PROGRAM DESCRIPTION

The Inland Empire Breastfeeding Coalition (IEBfC) and its sub-committee IEBfC Hospital Network Collaborative work to expand current evidence-based education interventions addressing the problem of low rates of breastfeeding in the Inland Empire through a more robust partnership of community members and healthcare professionals countywide.

REGION
Countywide

STRATEGIC PRIORITY AREA & GOAL

- Child Health Quality Early Learning Family Support

INVESTMENT AREA

- Direct Services Systems Level Efforts Supportive Strategies

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

ASSIGNED ANALYST: Erin Meier

ASSIGNED ACCOUNTANT: Ileana Conley

ASSIGNED EVALUATOR:

PROCUREMENT TYPE: Competitive Non-Competitive Continuing

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2023-2024	\$165,680		
2024-2025	\$185,530		
2025-2026		\$ 205,105	
2026-2027		\$ 211,759	
2027-2028		\$ 218,957	
Total			\$ 987,031



AGENDA ITEM 4
April 2, 2025

Subject	Contract SI043 with Children’s Fund for Children’s Assessment Center Services
Recommendations	Approve Contract SI043 with Children’s Fund, Inc. for \$916,820 per fiscal year for Fiscal Years 2025-2028, resulting in a cumulative total of \$2,750,460 to provide assessment center services to abused and neglected children. (Presenter: Erin Meier, Administrative Supervisor I, 386.7706)
Financial Impact	\$2,750,460 for Fiscal Years 2025-2028
Background Information	<p>First 5 San Bernardino (F5SB) has contracted with Children’s Fund, Inc. since 2015 to support the Children’s Assessment Center (CAC), the only center of its kind in the county designed to serve victims of abuse through a multi-disciplinary model.</p> <p>Established in 1994, CAC serves as a comprehensive, one-stop program where children who have experienced sexual/physical abuse or severe neglect are assessed, examined, and interviewed in one location by specially trained forensic pediatricians. Approximately 45 – 50% of the children seen at CAC are birth through age five. Child abuse victims are given the opportunity to disclose their experience one time, simultaneously, to appropriate child services and law enforcement personnel from Children and Family Services, Sheriff’s Department, District Attorney, Behavioral Health, etc., in a child-friendly environment.</p> <p>The Children’s Assessment Center (CAC) is under the umbrella of the 13th Institute of Loma Linda University (LLU), the Resiliency Institute for Childhood Adversity (RICA). RICA provides resources and referrals through a multi-disciplinary team to children aged 0-5 to decrease the effects of child abuse and prevent the potential for future child abuse.</p> <p>Child abuse victims are given the opportunity in a child-friendly environment to disclose their experience one time to simultaneously, to the appropriate child services and law enforcement personnel from Children and Family Services, Sheriff’s Department, District Attorney, Behavioral Health, and other applicable agencies. This method of reporting one time is a key strategy to avoid having the child re-live trauma by reporting the experience multiple times.</p> <p>Considering the size of San Bernardino County, the number of children in placement and the number of suspected child abuse and/or neglect referrals received each year, F5SB invested in a forensic pediatrician to support the CAC. The addition of a board-certified forensic pediatrician is a positive, proactive approach to best serve child abuse victims and their families to ensure justice and equity. This strategy is not only an important investment in serving our most vulnerable children, but also timely considering the collaborative work that is being done since the launch of RICA. The center is a collaboration of numerous local agencies to provide forensic interviews and evidentiary medical examinations to evaluate child abuse allegations.</p> <p>The CAC Forensic pediatricians have received extensive training in injury mechanisms, radiology, and orthopedics. These physicians work with outside investigators and attorneys, testify in court, work collaboratively on multi-disciplinary teams, and deliver evidence-based treatments in child psychology. Child abuse program teams integrate the efforts of social workers, psychologists, psychiatrists, nurses, child development specialists, and others to respond to the trauma the child has experienced and work towards helping them be well and live a happy, healthy life.</p> <p>In addition, CAC promotes abuse prevention strategies to strengthen families and mitigate reoccurrences of abuse in the future. CAC is a model collaborative and is nationally accredited through the National Children’s Alliance.</p>

First 5 San Bernardino's ongoing support of CAC will contribute to three important areas:

- **Helping Children** – Provide high quality environment for abused and/or neglected children to be screened and interviewed through a multi-disciplinary approach. At least 600 abused children ages 0-5 will be cared for.
- **Training Parents Toward Prevention** - 1,200 parents, pregnant teens, and other caregivers will receive tools and information to help them protect their children from abuse and effectively care for them.
- **Increasing the Capacity of Professionals** – San Bernardino County professionals will be trained to better understand the specialty of child abuse and be well equipped to identify and respond to incidents of abuse.

Pending Commission approval, this contract will allow vulnerable children to receive more timely treatment and improved quality of services. Families will receive therapy, support, and referrals they need to begin the healing process and parents will receive the tools and information to help them keep their children safe from abuse. The contract with Children's Fund, Inc. is for a three year term ending June 30, 2028 for a cumulative total amount of \$2,750,460.

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

Child Health

- Children's health is promoted through community education about local health issues
- Health care providers are aware of and able to connect children and families to existing mental and behavioral support 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.

Review

Dawn Martin, Commission Counsel

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

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY

STANDARD CONTRACT**

<i>FOR COMMISSION USE ONLY</i>				
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 99000006	SC	Dept. 903	A
Organization Children and Families Commission				Contract Number SI043
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706	Contractor's License No.
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				Total Contract Amount \$2,750,460
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date July 1, 2025	Contract End Date June 30, 2028	Original Amount \$2,750,460	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1000734	Amount \$916,820
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use (CAC)	Estimated Payment Total by Fiscal Year			
	FY	Amount	I/D	FY Amount I/D
	25-26	\$916,820		
	26-27	\$916,820		
	27-28	\$916,820		

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)

Children's Fund, Inc.

Department/Division

Address

348 W. Hospitality Lane, Suite 110

San Bernardino, CA 92408

Phone

(909) 379-6023

Federal ID No.

99-0193286

Program Address (if different from legal address):

Grant Number (if applicable)

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

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

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

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

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

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I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Uninsured: Individuals not covered by health insurance.

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

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

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

III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

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

O. Child Abuse Reporting

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

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

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

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

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P. Department of Justice Clearance

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

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

Initial Here

Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided

by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

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

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

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

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

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

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

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

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

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

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

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

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

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

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

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

or

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

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

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- g. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Attorney's Fees and Costs

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

X. Ownership Rights

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

Y. Attribution

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

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

Z. Incongruous Activities

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

AA. Reports

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

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

- Program Reports

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

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

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

Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

DD.Environmental Requirements

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

EE. 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 \$5000 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 \$2,750,460 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2025-26	\$ <u>916,820</u>	July 1, 2025 through June 30, 2026
Fiscal Year 2026-27	\$ <u>916,820</u>	July 1, 2026 through June 30, 2027
Fiscal Year 2027-28	\$ <u>916,820</u>	July 1, 2027 through June 30, 2028

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B. Payment Provisions

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

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

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

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

C. EFT Payments

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

D. Allowable Costs

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

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

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

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

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

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

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E. Supplanting of Funds

In accordance with the Commission's Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly

or indirectly, as a contribution or compensation for purposes of obtaining from finds another revenue source without prior written approval of the Commission.

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

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

H. Budget Line Item Variance

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

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

I. Procurement

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

J. Fixed Assets

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

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

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

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

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VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

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

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E. Recovery of Investigation and Audit Costs

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

VIII. TERM

- A. This Contract is effective as of July 1, 2025 and expires June 30, 2028, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.
- Initial Here
- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for two (2) additional one (1)-year periods by mutual agreement of the parties.
- D. Continuation of this Contract for each fiscal year after June 30, 2028, is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission.

Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

A. Notices

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

Contractor: Children's Fund, Inc.
348 W. Hospitality Lane, Suite 110
San Bernardino, CA 92408

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

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

X. NONDISCRIMINATION

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

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

2. Civil Rights Compliance

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

D. Sexual Harassment

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

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

CHILDREN'S FUND INC.
Legal Entity

▶

Authorized Signature

Elliot Weinstein M.D.

Printed Name

Commission Chair

Title

Dated

▶

Authorized Signature

Cesar Navarrete

Printed Name

President & CEO

Title

Dated

Official Stamp

<p>Reviewed for Processing</p> <p>▶ _____ Cindy Faulkner Assistant Director</p> <p>_____ Date</p>	<p>Approved as to Legal Form</p> <p>▶ _____ Dawn Martin Commission Counsel</p> <p>_____ Date</p>	<p>Presented to Commission for Signature</p> <p>▶ _____ Karen E. Scott Executive Director</p> <p>_____ Date</p>
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Agency Name:	Children’s Fund Incorporated	Contract #	SI043	Service Area:	West Valley Region, East Valley Region, Desert Mt. Region and areas in Riverside
Program Name:	Children’s Assessment Center/Resiliency Institute for Childhood Adversity		Period:	July 1, 2025 – June 30, 2028	

Expectations	Provide increased effectiveness of the response to child abuse/neglect cases through increased: service locations: additional medical providers; forensic interviewers; and therapists.
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Outcomes	To serve more child victims of abuse by increasing the number of at-risk children, such as those newly placed into foster care, County Dependents, those with high ACE scores, and those forensic cases under investigation.
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Objective Goal/Measure	Activity/Description	Activity Dosage/ Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
Serve children aged 0-5 who are at-risk and/or with high ACE scores.	<ul style="list-style-type: none"> Medical provider evaluation to ensure quick placement & decrease wait time dependence on the hospital emergency departments. Child abuse physicians provide informed medical care, and therapists will monitor and provide therapeutic services to stabilize children and caregivers. Medical providers and forensic interviewers gather forensic evidence to further investigations and will provide consultation, forensic medical evaluations, write reports, testify in court, and lead multidisciplinary meetings. 	Ongoing	Quarterly	Aggregate count of children (age 0-5) with demographics (language, ethnicity & race)	A narrative summary of activities, including successes, and/or challenges.
Support and resources to parents	<ul style="list-style-type: none"> The social worker engages the caregiver in providing support and resources. 	Ongoing	Quarterly	Aggregated count of caregivers/ parents with demographics (language, ethnicity & race)	A narrative summary of activities, including successes and/or challenges.
Professional development training and mentoring for providers	Nurse Practitioners work in collaboration with CAC/RICA to provide trainings, TIC, knowledge and experiences in child maltreatment examinations to help Forensic Pediatric Fellows improve their skills.	Ongoing	Quarterly	Unduplicated Aggregated count of providers who received training	A narrative summary of activities, including successes and/or challenges.

Community awareness about RICA/CAC services	CHW and Community Outreach Coordinator attend community events to share information on RICA services.	Ongoing	Annual	N/A	A narrative summary of activities, including successes and/or challenges.
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Data Type:	Quantitative & Qualitative	
Reporting Period:	Quarterly	Due: By the 15 th of the following month



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

ORGANIZATION:	Children's Fund, Incorporated	DIRECTOR:	Cesar Navarrete	PROGRAM YEAR:	2025-2026
PROGRAM TITLE:	Children's Assessment Center/RICA	PROGRAM DIRECTOR:	Dr. Amy Young	TOTAL BUDGET:	\$ 916,820
INITIATIVE:	Systems Support	FINANCE OFFICER:	Cynthia Gutierrez	RFP/CONTRACT #:	

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name:										
1	Cynthia Gutierrez Operations Manager Children's Fund Incorporated (CF)	0.20	35.36	416	10%	14,710	1,471	16,181	80,904	20%	Manages the organization's operations and contract compliance-related functions.
2	Linda Franklin Fiscal Manager Children's Fund Incorporated (CF)	0.20	35.36	416	10%	14,710	1,471	16,181	80,904	20%	Manages the organization's Fiscal Department and related functions overseeing and approving all expenditures, reconciling spending, and preparing monthly invoices.
3	Fiscal Assistant (To be Hired) Fiscal Assistant Children's Fund Incorporated (CF)	0.25	25.00	520	10%	13,000	1,300	14,300	57,200	25%	Provides coordination of all contract fiscal responsibilities and functions that include: processing expenditure needs, reviewing all check/credit card requests, assisting in reconciling spending, and other general fiscal functions including billing photocopying, scanning, and credit card reconciliation. Provides administrative support for reporting requirements pertaining to billing.
Total Salaries & Benefits						\$ 42,420	\$ 4,242	\$ 46,661	\$ 219,007		



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

ORGANIZATION:	Children's Fund, Incorporated	DIRECTOR:	Cesar Navarrete	PROGRAM YEAR:	2025-2026
PROGRAM TITLE:	Children's Assessment Center/RICA	PROGRAM DIRECTOR:	Dr. Amy Young	TOTAL BUDGET:	\$ 916,820
INITIATIVE:	Systems Support	FINANCE OFFICER:	Cynthia Gutierrez	RFP/CONTRACT #:	0

II. SERVICES & SUPPLIES					
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1	Program Materials and Supplies	0%	4,055	Materials for use at CAC/RICA may include art supplies, printed psychoeducational materials/brochures; cleaning and cooking supplies; therapeutic toys and supplies	
2	Participant Support and Incentives	0%	1,545	Tangible goods for the children, caregivers, patients	
3	Marketing and Promotion	0%	515	Promotion of CAC/RICA services for at-risk patients/families	
4	Printing	0%	515	Printing funds to supply caregivers with psychoeducational information, promotional material such as CAC /RICA brochures.	
5	Subscriptions and Systems/Web Support	0%	310	Annual fees for web support and yearly subscriptions	
6	Office Supplies, Equipment, and IT Support	0%	1,545	General office supplies, technological equipment, and support necessary to the overall delivery of services	
7	Children's Fund, Inc. Accounting Services	0%	3,240	Children's Fund for complex accounting services to strengthen CF internal controls	
Total Services & Supplies			\$ 11,725		
III. FOOD					
	Event(s):		TOTAL F5SB BUDGET (\$)	Description/Justification:	



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

ORGANIZATION:	Children's Fund, Incorporated	DIRECTOR:	Cesar Navarrete	PROGRAM YEAR:	2025-2026
PROGRAM TITLE:	Children's Assessment Center/RICA	PROGRAM DIRECTOR:	Dr. Amy Young	TOTAL BUDGET:	\$ 916,820
INITIATIVE:	Systems Support	FINANCE OFFICER:	Cynthia Gutierrez	RFP/CONTRACT #:	0

1	Support on-site snacks for children	1,545	To support child abuse victims and their caregivers while receiving serves at CAC/RICA
	Total Food	\$ 1,545	

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

V. SUBCONTRACTORS			
	Organization Name:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Loma Linda University Children's Hospital Clinic Manager RICA/CAC	111,469	Supervises CAC/RICA staff & program development
2	Loma Linda University Children's Hospital Program Specialist RICA/CAC	102,529	Manages medical schedules, equipment, and data
3	Loma Linda University Medical Center Physician Services and CALL Services	113,082	Physician consulting on cases of suspected child abuse
4	Loma Linda University Medical Center Physician Services CAP	305,000	Support child abuse physician CAC/RICA
5	Loma Linda University Medical Center Physician Services Nurse Practitioner	74,289	Work in collaboration with CAC/RICA medical providers
6	Resiliency Institute Medical Staff Support	150,520	Support Trauma-Informed Trained Pediatricians & Nurse Practitioners
	Total Subcontractors	\$ 856,889	

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



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

ORGANIZATION:	Children's Fund, Incorporated	DIRECTOR:	Cesar Navarrete	PROGRAM YEAR:	2026-2027
PROGRAM TITLE:	Children's Assessment Center/RICA	PROGRAM DIRECTOR:	Dr. Amy Young	TOTAL BUDGET:	\$ 916,820
INITIATIVE:	Systems Support	FINANCE OFFICER:	Cynthia Gutierrez	RFP/CONTRACT #:	

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Cynthia Gutierrez	Operations Manager Children's Fund Incorporated (CF)	0.20	35.36	416	10%	14,710	1,471	16,181	80,904	20%	Manages the organization's operations and contract compliance-related functions.
2	Linda Franklin	Fiscal Manager Children's Fund Incorporated (CF)	0.20	35.36	416	10%	14,710	1,471	16,181	80,904	20%	Manages the organization's Fiscal Department and related functions overseeing and approving all expenditures, reconciling spending, and preparing monthly invoices.
3	Fiscal Assistant (To be Hired)	Fiscal Assistant Children's Fund Incorporated (CF)	0.25	25.00	520	10%	13,000	1,300	14,300	57,200	25%	Provides coordination of all contract fiscal responsibilities and functions that include: processing expenditure needs, reviewing all check/credit card requests, assisting in reconciling spending, and other general fiscal functions including billing photocopying, scanning, and credit card reconciliation. Provides administrative support for reporting requirements pertaining to billing.
Total Salaries & Benefits							\$ 42,420	\$ 4,242	\$ 46,661	\$ 219,007		



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

ORGANIZATION:	Children's Fund, Incorporated	DIRECTOR:	Cesar Navarrete	PROGRAM YEAR:	2026-2027
PROGRAM TITLE:	Children's Assessment Center/RICA	PROGRAM DIRECTOR:	Dr. Amy Young	TOTAL BUDGET:	\$ 916,820
INITIATIVE:	Systems Support	FINANCE OFFICER:	Cynthia Gutierrez	RFP/CONTRACT #:	0

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1 Program Materials and Supplies	0%	4,055	Materials for use at CAC/RICA may include art supplies, printed psychoeducational materials/brochures; cleaning and cooking supplies; therapeutic toys and supplies	
2 Participant Support and Incentives	0%	1,545	Tangible goods for the children, caregivers, patients	
3 Marketing and Promotion	0%	515	Promotion of CAC/RICA services for at-risk patients/families	
4 Printing	0%	515	Printing funds to supply caregivers with psychoeducational information, promotional material such as CAC /RICA brochures.	
5 Subscriptions and Systems/Web Support	0%	310	Annual fees for web support and yearly subscriptions	
6 Office Supplies, Equipment, and IT Support	0%	1,545	General office supplies, technological equipment, and support necessary to the overall delivery of services	
7 Children's Fund, Inc. Accounting Services	0%	3,240	Children's Fund for complex accounting services to strengthen CF internal controls	
Total Services & Supplies		\$ 11,725		
III. FOOD				
Event(s):		TOTAL F5SB BUDGET (\$)	Description/Justification:	
1 Support on-site snacks for children		1,545	To support child abuse victims and their caregivers while receiving serves at CAC/RICA	



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

ORGANIZATION:	Children's Fund, Incorporated	DIRECTOR:	Cesar Navarrete	PROGRAM YEAR:	2026-2027
PROGRAM TITLE:	Children's Assessment Center/RICA	PROGRAM DIRECTOR:	Dr. Amy Young	TOTAL BUDGET:	\$ 916,820
INITIATIVE:	Systems Support	FINANCE OFFICER:	Cynthia Gutierrez	RFP/CONTRACT #:	0

	Total Food		\$ 1,545	
IV.	TRAVEL			
	Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1				
	Total Travel		\$ -	
V.	SUBCONTRACTORS			
	Organization Name:		TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Loma Linda University Children's Hospital Clinic Manager RICA/CAC		111,469	Supervises CAC/RICA staff & program development
2	Loma Linda University Children's Hospital Program Specialist RICA/CAC		102,529	Manages medical schedules, equipment, and data
3	Loma Linda University Medical Center Physician Services and CALL Services		113,082	Physician consulting on cases of suspected child abuse
4	Loma Linda University Medical Center Physician Services CAP		305,000	Support child abuse physician CAC/RICA
5	Loma Linda University Medical Center Physician Services Nurse Practitioner		74,289	Work in collaboration with CAC/RICA medical providers
6	Resiliency Institute Medical Staff Support		150,520	Support Trauma-Informed Trained Pediatricians & Nurse Practitioners
	Total Subcontractors		\$ 856,889	
VI.	INDIRECT COSTS			
	Percent:			
	Basis:			
	Total Indirect Costs		\$ -	
TOTAL FIRST 5 BUDGET			\$ 916,820	



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

ORGANIZATION:	Children's Fund, Incorporated	DIRECTOR:	Cesar Navarrete	PROGRAM YEAR:	2027-2028
PROGRAM TITLE:	Children's Assessment Center/RICA	PROGRAM DIRECTOR:	Dr. Amy Young	TOTAL BUDGET:	\$ 916,820
INITIATIVE:	Systems Support	FINANCE OFFICER:	Cynthia Gutierrez	RFP/CONTRACT #:	

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
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	Name:										
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Total Salaries & Benefits						\$ 42,420	\$ 4,242	\$ 46,661	\$ 219,007		



FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

FISCAL YEAR: **2027-2028**

ORGANIZATION:	Children's Fund, Incorporated	DIRECTOR:	Cesar Navarrete	PROGRAM YEAR:	2027-2028
PROGRAM TITLE:	Children's Assessment Center/RICA	PROGRAM DIRECTOR:	Dr. Amy Young	TOTAL BUDGET:	\$ 916,820
INITIATIVE:	Systems Support	FINANCE OFFICER:	Cynthia Gutierrez	RFP/CONTRACT #:	0

II. SERVICES & SUPPLIES

Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
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7 Children's Fund, Inc. Accounting Services	0%	3,240	Children's Fund for complex accounting services to strengthen CF internal controls
Total Services & Supplies		\$ 11,725	

III. FOOD

Event(s):	TOTAL F5SB BUDGET (\$)	Description/Justification:
1 Support on-site snacks for children	1,545	To support child abuse victims and their caregivers while receiving serves at CAC/RICA



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

ORGANIZATION:	Children's Fund, Incorporated	DIRECTOR:	Cesar Navarrete	PROGRAM YEAR:	2027-2028
PROGRAM TITLE:	Children's Assessment Center/RICA	PROGRAM DIRECTOR:	Dr. Amy Young	TOTAL BUDGET:	\$ 916,820
INITIATIVE:	Systems Support	FINANCE OFFICER:	Cynthia Gutierrez	RFP/CONTRACT #:	0

	Total Food		\$ 1,545	
IV.	TRAVEL			
	Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1				
	Total Travel		\$ -	
V.	SUBCONTRACTORS			
	Organization Name:		TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Loma Linda University Children's Hospital Clinic Manager RICA/CAC		111,469	Supervises CAC/RICA staff & program development
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6	Resiliency Institute Medical Staff Support		150,520	Support Trauma-Informed Trained Pediatricians & Nurse Practitioners
	Total Subcontractors		\$ 856,889	
VI.	INDIRECT COSTS			
	Percent:			
	Basis:			
	Total Indirect Costs		\$ -	
TOTAL FIRST 5 BUDGET			\$ 916,820	

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-subsidary relationship but meets one of the following criteria:

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

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

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

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

1. Name of Contractor: Children’s Fund, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s):

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

Company Name	Relationship
N/A	

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: _____

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.



Program Outline Document 2025-2028

AGENCY INFORMATION

Contract #: SI043

Legal Entity: Children’s Fund Inc.

Dept./Division: _____

Project Name: Children’s Assessment Center (CAC)

Program Site Address:	<u>700 E. Gilbert Street San Bernardino, CA 92415 and 11374 Mountain View Ave, Loma Linda, CA 92354</u>	Client Referral Phone #	<u>909 379 0000</u>
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CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Cesar Navarrete Title: President & CEO

Address: 348 W. Hospitality Lane, Suite 110 Direct Phone #: 909 379 6021

San Bernardino CA 92408-3261

E- Mail: cesar@childrensfund.org Fax #: 909 379 0006

CONTRACT REPRESENTATIVE

Name: Jannifer Handy Title: Medical Program Specialist

Address: 700 E. Gilbert Street Direct Phone #: 909-382-3528

San Bernardino, CA 92415 and

11374 Mountain View Ave,

Loma Linda, CA 92354

E- Mail: jhandy@llu.edu Fax #: 909-383-3830

PROGRAM CONTACT

Name: Cynthia Gonzalez Title: Program Specialist

Address: 348 W. Hospitality Lane, Suite 110 Direct Phone #: 909 379 6023

San Bernardino, CA 92408

E- Mail: Cynthia@childrensfund.org Fax #: 909 379 0006

FISCAL CONTACT

Name: Linda Franklin Title: Fiscal Manager

Address: 348 W. Hospitality Lane, Suite 110 Direct Phone #: 909 379 6024

San Bernardino, CA 92408

E-Mail: Linda@childrensfund.org Fax #: 909 379 0006

ADDITIONAL CONTACT (Describe): Choose an item.

Name: _____ Title: _____

Address: _____ Direct Phone #: _____

E-Mail: _____ Fax #: _____

PROGRAM INFORMATION

TYPE OF AGENCY Community-Based

Describe: Non Profit

PROGRAM DESCRIPTION

Established in 1994, CAC serves as a comprehensive, one-stop program where children who have experienced sexual/physical abuse or severe neglect are assessed, examined, and interviewed in one location by specially trained forensic pediatricians. Child abuse victims are allowed to disclose their experience one time, simultaneously, to appropriate child services and law enforcement personnel from Children and Family Services, Sheriff's Department, District Attorney, Behavioral Health, etc., in a child-friendly environment.

The Children's Assessment Center (CAC) is part of the 13th Institute of Loma Linda University (LLU), the Resiliency Institute for Childhood Adversity (RICA). CAC provides forensic medical evaluations and interviews to further law enforcement and child protective services investigations of child abuse and neglect.

Mental health services (County dependents can be referred to CAC for mental health services through a recently signed MOU with the County); victims of crime services; and employing a child life specialist to help mitigate anxiety, depression, and trauma while visiting the center. The medical providers also consult on suspected non-accidental trauma cases at LLU Children's Hospital. RICA provides resources and referrals through a multi-disciplinary team to children aged 0-5 to decrease the effects of child abuse and prevent the potential for future child abuse. Additionally, Children's Fund, in partnership with Loma Linda University, will provide training to San Bernardino County professionals, parents, and caregivers to help them protect children from abuse and ensure professionals are trained to understand the specialty of child abuse better and are well equipped to identify and respond to incidents of abuse.

REGION
Countywide

STRATEGIC PRIORITY AREA AND OBJECTIVES:

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

ASSIGNED ANALYST: Erin Meier
ASSIGNED ACCOUNTANT: Willmar Gultom / Illeana Conley
ASSIGNED EVALUATOR:
PROCUREMENT TYPE: Competitive Non-Competitive
Sole Source

CONTRACT AMOUNT			
Fiscal Year	Original Amount	Amendment Amount	Total
2025-2026	\$ 916,820.00	\$	\$ 916,820.00
2026-2027	\$ 916,820.00	\$	\$ 916,820.00
2027-2028	\$ 916,820.00	\$	\$ 916,820.00
	\$	\$	\$
	\$	\$	\$
Total			\$ 2,750,460.00



AGENDA ITEM 5
April 2, 2025

Subject	Contract SI044 Children’s Fund, Inc. – Emergency Needs Program
Recommendation	Approve Contract SI044 with Children’s Fund, Inc. for the Emergency Needs program and Celebration of Giving campaign in the amount of \$874,693 per fiscal year for Fiscal Years 2025-2028 for a cumulative total of \$2,624,889. (Presenter: Scott McGrath, Deputy Director, Systems and Impact, 386.7706)
Financial Impact	\$2,624,889 for Fiscal Years 2025-2028
Background Information	<p>Children's Fund, Inc. (Children’s Fund) serves our communities' most vulnerable children by supporting agencies and nonprofits that serve children who are experiencing poverty, abuse, and neglect. Children’s Fund is positioned to leverage donations to help provide essential goods, services and resources such as but not limited to beds, bedding, food, hygiene, clothing, shoes, rental and utility assistance, medical/dental services to our region's most vulnerable children.</p> <p>Emergency funds are dispersed to Children’s Fund’s authorized agencies via an intensive referral process. The referring agencies must provide case management services to recipients of the funds. Families served are not provided with the funds directly but instead case managers purchase the items or pay the bills on behalf of the families in need.</p> <p>Case Managers develop active service plans for families that support the need for the items requested. The plan must demonstrate that it is a one-time expense and that they are working with the family to prevent it from being an ongoing need. In addition, an agency must demonstrate that they requested the needed services through three other referral sources and were unsuccessful prior to a referral to Children’s Fund to ensure that First 5 San Bernardino (F5SB) is the “payer of last resort”.</p> <p>In addition to the goods and services, approximately 7,500 children are provided a developmentally appropriate gift through the annual Celebration of Giving campaign, which is included in the contract deliverables for this contract. During the annual giving campaign, Children’s Fund will disburse \$60,000 worth of developmentally appropriate toys to underserved children ages 0-5.</p> <p>In June of 2023, the Commission approved Contract SI034 A1 in the amount of \$1,700,464 that allowed Children’s Fund to continue to provide basic needs to families with children 0-5 and provide developmentally appropriate gifts through the Celebration of Giving campaign with a contract term ending on June 30, 2025.</p> <p>Children’s Fund has been successful in meeting contract obligations and target objectives in improving significant outcomes for children and families over the past five years.</p> <p>Children's Fund has expanded their current Emergency Needs Program to provide emergency/temporary housing in 7-day increments to over 200 homeless families through the provision of hotel/motel vouchers. Children’s Fund’s overarching goal is to stabilize San Bernardino County families in crisis experiencing homelessness and</p>

housing insecurity by providing emergency goods and services that include tangible items and temporary/emergency housing.

Pending Commission approval, this contract will allow Children’s Fund to continue to provide basic needs to families with children 0-5, expand services to include support for homeless families by providing temporary and emergency housing, and continue to provide developmentally appropriate gifts through the Celebration of Giving campaign.

Approval of this item supports the **Family Support** Strategic Priority Areas in the Commission’s 2025-2028 Strategic Plan through the following Investment Areas:

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.

Review

Dawn Martin, Commission Counsel

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

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY

STANDARD CONTRACT**

<i>FOR COMMISSION USE ONLY</i>				
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 99000006	SC	Dept. 903	A
Organization Children and Families Commission				Contract Number SI044
Commission Representative Cindy Faulkner, Assistant Director				Telephone 909-386-7706
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				Contractor's License No.
If not encumbered or revenue contract type, provide reason:				Total Contract Amount \$2,624,889
Commodity Code 95200	Contract Start Date July 1, 2025	Contract End Date June 30, 2028	Original Amount	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1000734	Amount \$939,463
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use Emergency Needs	FY	Estimated Payment Amount	Total by Fiscal Year	
	25-26	874,963	I/D	FY Amount I/D
	26-27	874,963		
	27-28	874,963		

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)

Children's Fund, Inc.

Department/Division

Address

348 W. Hospitality Lane, Suite 110

San Bernardino, CA 92408

Phone

909-379-6021

Federal ID No.

33-0193286

Program Address (if different from legal address):

Grant Number (if applicable)

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

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

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

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

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I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Uninsured: Individuals not covered by health insurance.

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

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

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

III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

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

O. Child Abuse Reporting

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

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

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

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

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P. Department of Justice Clearance

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

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

Initial Here

Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided

by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

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

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

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

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

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

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

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

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

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

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

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

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

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

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

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

or

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

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

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- g. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Attorney's Fees and Costs

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

X. Ownership Rights

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

Y. Attribution

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

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

Z. Incongruous Activities

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

AA. Reports

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

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

- Program Reports

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

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

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

Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

DD.Environmental Requirements

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

EE. 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 \$2,624,889 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2025-26	<u>\$874,963</u>	July 1, 2025 through June 30, 2026
Fiscal Year 2026-27	<u>\$874,963</u>	July 1, 2026 through June 30, 2027
Fiscal Year 2027-28	<u>\$874,963</u>	July 1, 2027 through June 30, 2028

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B. Payment Provisions

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

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

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

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

C. EFT Payments

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

D. Allowable Costs

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

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

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

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

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

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

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E. Supplanting of Funds

In accordance with the Commission's Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly

or indirectly, as a contribution or compensation for purposes of obtaining from finds another revenue source without prior written approval of the Commission.

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

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

H. Budget Line Item Variance

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

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

I. Procurement

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

J. Fixed Assets

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

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

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

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

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VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

June 30th – calendar year operations

December 31st – fiscal year operations

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E. Recovery of Investigation and Audit Costs

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

VIII. TERM

- A. This Contract is effective as of July 1, 2025, and expires June 30, 2028, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.
- Initial Here
- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for two (2) additional one (1)-year periods by mutual agreement of the parties.
- D. Continuation of this Contract for each fiscal year after June 30, 2028 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission.

Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

A. Notices

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

Contractor: Children's Fund, Inc
348 W. Hospitality Lane, Suite 110
San Bernardino, CA 92408

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

X. NONDISCRIMINATION

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

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

2. Civil Rights Compliance

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

D. Sexual Harassment

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

continued on next page

XIII. CONCLUSION

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

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

CHILDREN'S FUND, INC.
Legal Entity

▶ _____
Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Cesar Navarrete
Printed Name

President CEO
Title

Dated

Official Stamp

<p>Reviewed for Processing</p> <p>▶ _____ Cindy Faulkner Assistant Director</p> <p>_____ Date</p>	<p>Approved as to Legal Form</p> <p>▶ _____ Dawn Martin Commission Counsel</p> <p>_____ Date</p>	<p>Presented to Commission for Signature</p> <p>▶ _____ Karen E. Scott Executive Director</p> <p>_____ Date</p>
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Agency Name:	Children’s Fund Inc.	Contract #	SI044	Service Area:	Countywide
Program Name:	Emergency Needs (Daily Referral)			Period:	July 2025 – June 2028

Expectations Leverage resources through community partnerships among agencies and across systems to support the needs of children 0-5 and their families.

Outcomes Children 0-5 and their families will have access to basic needs, goods and services.

Objective Goal/Measure	Activity/Description	Activity Dosage/Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
Basic needs goods and services provision (A minimum of 200 children 0-5)	Partner with approved agencies for the provision of basic needs	Basic needs provision/ Ongoing	Quarterly	<ul style="list-style-type: none"> Aggregated data for the number of unduplicated children 0-5 served. Aggregated data for the number of unduplicated caregivers/parents 	Narratives of services delivered and impact.
Holiday Campaign (7,500 Children)	Disperse developmentally appropriate toys to children 0-5 through the Celebration of Giving Campaign.	Campaign/ Once per year	Annually	<ul style="list-style-type: none"> Aggregated data for the number of unduplicated children 0-5 served 	Narratives of services delivered and impact.
PSD Referrals (300 children)	Provide basic needs services and goods to County Preschool Services Department (PSD) clients	PSD referrals/ ongoing	Quarterly	<ul style="list-style-type: none"> Aggregated data for the number of unduplicated children 0-5 served. Aggregated data for the number of unduplicated caregivers/parents 	Narratives of services delivered and impact.
Partner agency referrals (200 families)	Provide homeless prevention, rapid rehousing, and emergency temporary housing services to families with children 0-5.	Ongoing	Quarterly	<ul style="list-style-type: none"> Aggregated data for the number of unduplicated children 0-5 served. Aggregated data for the number of unduplicated caregivers/parents 	Narratives of services delivered and impact.

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



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

ORGANIZATION:	Children's Fund	DIRECTOR:	Cesar Navarrete	PROGRAM YEAR:	2025-2026
PROGRAM TITLE:	Emergency Needs Program	PROGRAM DIRECTOR:	Betty Chambers	TOTAL BUDGET:	\$ 874,963
INITIATIVE:		FINANCE OFFICER:	Linda Franklin	RFP/CONTRACT #:	SI044

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Betty Chambers	Director of Programs	0.50	42.67	1040	10%	44,377	4,438	48,814	97,629	50%	Provides oversight to the emergency needs and voucher programs including approving referrals, managing data platform, coordinating with agency partners, develop community relationships, and is the point person for all program-related questions.
2	Cynthia Gutierrez	HR/Operations Manager	0.20	35.36	416	10%	14,710	1,471	16,181	80,904	20%	Manages the organization's HR and operations and contract compliance-related functions.
3	Linda Franklin	Fiscal Manager	0.50	35.36	1040	10%	36,774	3,677	40,452	80,904	50%	Provides coordination of all in-house fiscal responsibilities and functions that include: processing all emergency needs requests, cutting checks, reconciling spending, processing invoices and other general fiscal functions. Provides administrative support for reporting requirements pertaining to billing.
4	Ruth Humphrey	Housing Manager	0.75	32.24	1560	10%	50,294	5,029	55,324	73,765	75%	Manages the housing program, connects families with resources, providebasic case management, works with partner agencies to transition families to permanent housing, coordinates additional emergency needs good and services for families, prepares requests and monthly report's



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

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PROGRAM TITLE:	Emergency Needs Program	PROGRAM DIRECTOR:	Betty Chambers	TOTAL BUDGET:	\$ 874,963
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I.	SALARIES & BENEFITS		A	B	C	D	E	F	G	H	I	J
5	Denise Flanagan	Program Clerk	0.50	18.00	1040	10%	18,720	1,872	20,592	41,184	50%	Program, reviewing all requests and connecting with partner agencies to verify information provided and securing emergency needs goods and services needed to stabilize the family. Preparing all emergency requests for approval by the Program Assistant and placing orders for goods and services.
6	To Be Hired	Data & Inventory Clerk	0.50	25.00	1040	10%	26,000	2,600	28,600	57,200	50%	Responsible for accepting, inventoring, tracking, locating, and pulling all donated and purchased goods that will be used to fulfill emergency goods requests. Will also provide support for the annual Celebration of Giving Campaign to inventory all gifts and fill partner orders/requests.
7	To Be Hired	Fiscal Assistant	0.50	25.00	1040	10%	26,000	2,600	28,600	57,200	50%	Provides fiscal and program support, collecting billing information/backup for monthly invoicing. Provides administrative support for reporting requirements pertaining to billing.
8	To Be Hired	Street Outreach/Community Health Worker	0.75	25.00	1560	10%	39,000	3,900	42,900	57,200	75%	Works in the housing program to identify and qualify program participants, conduct family needs assessments, and provide resources and referrals. Identifies and qualifies housing partners, prepares requests and monthly reports.
Total Salaries & Benefits							\$ 255,875	\$ 25,588	\$ 281,463	\$ 545,985		



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

ORGANIZATION:	Children's Fund	DIRECTOR:	Cesar Navarrete	PROGRAM YEAR:	2025-2026
PROGRAM TITLE:	Emergency Needs Program	PROGRAM DIRECTOR:	Betty Chambers	TOTAL BUDGET:	\$ 874,963
INITIATIVE:	0	FINANCE OFFICER:	Linda Franklin	RFP/CONTRACT #:	SI044

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Emergency Needs	51%	450,000	Provide Emergency needs goods and services to children: beds, bedding, food, hygiene, clothing, shoes, rental and utility assistance, medical/dental services, and hotel/motel vouchers.
2	Celebration of Giving	6%	50,000	Providing toys, books, and clothing to young children throughout San Bernardino County during the holidays
3	Office Supplies and Materials	0%	3,000	General office supplies/consumables necessary for the overall administration of program and services
4	Rent/lease Building	6%	50,000	lease cost based on the proportion of staff dedicated to the contract 4.2 FTE's
5	Professional services	3%	25,000	For more complex accounting services as well as to strengthen internal controls. Web-based platform for processing basic needs requests, required equipment, and overall IT support, payroll processing, and HS admin fees.
6	Office Equipment	0%	3,000	supportive office equipment necessary to the overall function of services such as laptops, computers accessories, and printers.
7	Insurance/Taxes/Licenses	1%	5,000	Includes insurance cost proportionate to relevant staff to cover liability insurance.
8	Marketing, Promotion, Printing	0%	2,500	To enhance branding efforts and raise awareness about the value of our partnership with First 5 in improving the lives of San Bernardino County families and General printing and copying costs.



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

ORGANIZATION:	Children's Fund	DIRECTOR:	Cesar Navarrete	PROGRAM YEAR:	2025-2026
PROGRAM TITLE:	Emergency Needs Program	PROGRAM DIRECTOR:	Betty Chambers	TOTAL BUDGET:	\$ 874,963
INITIATIVE:	0	FINANCE OFFICER:	Linda Franklin	RFP/CONTRACT #:	SI044

9	Mileage	0%	2,500	Mileage for housing staff to conduct outreach, case management, and other related housing services throughout San Bernardino County
10	Telephone and Communications	0%	2,500	Telephone and internet expenses proportionate to relevant staff
11	Staff Development and Training	0%	-	
	Total Services & Supplies		\$ 593,500	
TOTAL FIRST 5 BUDGET			\$ 874,963	



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

ORGANIZATION:	Children's Fund	DIRECTOR:	Cesar Navarrete	PROGRAM YEAR:	2026-2027
PROGRAM TITLE:	Emergency Needs Program	PROGRAM DIRECTOR:	Betty Chambers	TOTAL BUDGET:	\$ 874,963
INITIATIVE:		FINANCE OFFICER:	Linda Franklin	RFP/CONTRACT #:	SI044

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
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4	Ruth Humphrey	Housing Manager	0.75	32.24	1560	10%	50,294	5,029	55,324	73,765	75%	Manages the housing program, connects families with resources, providebasic case management, works with partner agencies to transition families to permanent housing, coordinates additional emergency needs good and services for families, prepares requests and monthly report's



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

ORGANIZATION:	Children's Fund	DIRECTOR:	Cesar Navarrete	PROGRAM YEAR:	2026-2027
PROGRAM TITLE:	Emergency Needs Program	PROGRAM DIRECTOR:	Betty Chambers	TOTAL BUDGET:	\$ 874,963
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I.	SALARIES & BENEFITS		A	B	C	D	E	F	G	H	I	J
5	Denise Flanagan	Program Clerk	0.50	18.00	1040	10%	18,720	1,872	20,592	41,184	50%	Program, reviewing all requests and connecting with partner agencies to verify information provided and securing emergency needs goods and services needed to stabilize the family. Preparing all emergency requests for approval by the Program Assistant and placing orders for goods and services.
6	To Be Hired	Data & Inventory Clerk	0.50	25.00	1040	10%	26,000	2,600	28,600	57,200	50%	Responsible for accepting, inventoring, tracking, locating, and pulling all donated and purchased goods that will be used to fulfill emergency goods requests. Will also provide support for the annual Celebration of Giving Campaign to inventory all gifts and fill partner orders/requests.
7	To Be Hired	Fiscal Assistant	0.50	25.00	1040	10%	26,000	2,600	28,600	57,200	50%	Provides fiscal and program support, collecting billing information/backup for monthly invoicing. Provides administrative support for reporting requirements pertaining to billing.
8	To Be Hired	Street Outreach/Community Health Worker	0.75	25.00	1560	10%	39,000	3,900	42,900	57,200	75%	Works in the housing program to identify and qualify program participants, conduct family needs assessments, and provide resources and referrals. Identifies and qualifies housing partners, prepares requests and monthly report's
Total Salaries & Benefits							\$ 255,875	\$ 25,588	\$ 281,463	\$ 545,985		



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PROGRAM BUDGET
FISCAL YEAR: 2026-2027**

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PROGRAM TITLE:	Emergency Needs Program	PROGRAM DIRECTOR:	Betty Chambers	TOTAL BUDGET:	\$ 874,963
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3 Office Supplies and Materials	0%	3,000	General office supplies/consumables necessary for the overall administration of program and services	
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FIRST 5 SAN BERNARDINO
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TOTAL FIRST 5 BUDGET			\$ 874,963	



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2027-28**

ORGANIZATION:	Children's Fund, Inc.	DIRECTOR:	Cesar Navarrete	PROGRAM YEAR:	2027-28
PROGRAM TITLE:	Emergency Needs Program	PROGRAM DIRECTOR:	Betty Chambers	TOTAL BUDGET:	\$ 874,963
INITIATIVE:		FINANCE OFFICER:	Linda Franklin	RFP/CONTRACT #:	SI044

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PROGRAM BUDGET
FISCAL YEAR: 2027-28**

ORGANIZATION:	Children's Fund, Inc.	DIRECTOR:	Cesar Navarrete	PROGRAM YEAR:	2027-28
PROGRAM TITLE:	Emergency Needs Program	PROGRAM DIRECTOR:	Betty Chambers	TOTAL BUDGET:	\$ 874,963
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Total Salaries & Benefits							\$ 255,875	\$ 25,588	\$ 281,463	\$ 545,985		



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2027-28**

ORGANIZATION:	Children's Fund, Inc.	DIRECTOR:	Cesar Navarrete	PROGRAM YEAR:	2027-28
PROGRAM TITLE:	Emergency Needs Program	PROGRAM DIRECTOR:	Betty Chambers	TOTAL BUDGET:	\$ 874,963
INITIATIVE:	0	FINANCE OFFICER:	Linda Franklin	RFP/CONTRACT #:	SI044

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PROGRAM BUDGET
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11	Staff Development and Training	0%	-	
Total Services & Supplies			\$ 593,500	
TOTAL FIRST 5 BUDGET			\$ 874,963	

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: Children’s Fund, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s):

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

Company Name	Relationship
N/A	

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: _____

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.



Program Outline Document 2025-2026

AGENCY INFORMATION

Contract #: SI044

Legal Entity: Children’s Fund, Inc.

Dept./Division: Programs Department

Project Name: Emergency Needs (Daily Referral Program)

Program Site Address: 348 W. Hospitality Lane, Suite 110
San Bernardino, CA 92408

Client Referral Phone #: 909-379-0000

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Cesar Navarrete, MPA **Title:** President and CEO

Address: 348 W. Hospitality Lane, Suite 110
San Bernardino, CA 92408 **Direct Phone #:** 909-379-6021

E-Mail: cesar@childrensfund.org **Fax #:** 909-379-0006

CONTRACT REPRESENTATIVE

Name: Cesar Navarrete, MPA **Title:** President and CEO

Address: 348 W. Hospitality Lane, Suite 110
San Bernardino, CA 92408 **Direct Phone #:** 909-379-6021

E-Mail: cesar@childrensfund.org **Fax #:** 909-379-0006

PROGRAM CONTACT

Name: Betty Chambers **Title:** Director of Programs

Address: 348 W. Hospitality Lane, Suite 110
San Bernardino, CA 92408 **Direct Phone #:** 909-379-6028

E-Mail: Betty@childrensfund.org **Fax #:** 909-379-0006

FISCAL CONTACT

Name: Linda Franklin **Title:** Fiscal Coordinator

Address: 348 W. Hospitality Lane, Suite 110
San Bernardino, CA 92408 **Direct Phone #:** 909-379-6024

E-Mail: linda@childrensfund.org **Fax#:** 909-379-0006

ADDITIONAL CONTACT (Describe): Program

Name: Amber Nelson-Thorneycroft **Title:** Program Manager

Address: 348 W. Hospitality Lane, Suite 110
San Bernardino, CA 92408 **Direct Phone #:** 909-379-6037

E-Mail: amber@childrensfund.org **Fax #:** 909-379-0006

PROGRAM INFORMATION

TYPE OF AGENCY Community-Based

Describe: For Profit

PROGRAM DESCRIPTION

Children's Fund serves our communities' most vulnerable children by supporting agencies and nonprofits that serve children who are experiencing poverty, abuse, and neglect. Children's Fund is positioned to leverage donations to help provide essential goods, services, and resources, including but not limited to beds, bedding, food, hygiene, clothing, shoes, rental and utility assistance, and medical/dental services to our region's most vulnerable children.

REGION
Countywide

The Emergency Needs program expanded to provide emergency/temporary housing in 7-day increments to over 200 homeless families through hotel/motel vouchers.

In addition to the goods, homeless support, and services, approximately 7,500 children are provided a developmentally appropriate gift through the annual Celebration of Giving campaign, which is included in the contract deliverables. During the annual giving campaign, the Children's Fund will disburse \$50,000 of developmentally appropriate toys to underserved children ages 0-

STRATEGIC PRIORITY AREA & OBJECTIVES

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

Defined by the Strategic Plan

ASSIGNED ANALYST: Erin Meier

ASSIGNED ACCOUNTANT: Willmar Gultom

ASSIGNED EVALUATOR:

PROCUREMENT TYPE: Competitive Non-Competitive Selected

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2025-2026	\$874,963	\$	\$
2026-2027	\$874,963	\$	\$
2027-2028	\$874,963	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total			\$2,624,889



AGENDA ITEM 6
April 2, 2025

Subject	Contract Amendment IC053 A3 with Health Management Associates, Inc.
Recommendation	Approve Amendment A3 to Contract IC053 with Health Management Associates, Inc., to increase the amount by \$168,546 for a cumulative total of \$443,330 and extend the term of the contract through Fiscal Year 2025-2026 to continue to facilitate collaborative focused outcomes to improve child health and provide technical assistance to address issues related to Medi-Cal financing and requirements. (Presenter: Scott McGrath, Deputy Director, 909.386.7706)
Financial Impact	\$168,546 for Fiscal Year 2025-2026

Background Information

In September 2023, the Commission approved contract IC053 with Health Management Associates, Inc (HMA). HMA has effectively tackled various healthcare issues and collaborated with government agencies and organizations across California, providing support to multiple First 5 county commissions.

Over the past two years, HMA has significantly supported First 5 San Bernardino (F5SB) and Inland Empire Health Plan (IEHP) by facilitating a collaborative effort to improve child health outcomes. Their expertise in stakeholder engagement and strategic planning has been key in creating a roadmap for child health, helping stakeholders achieve outcomes aligned with F5SB’s mission to ensure young children are healthy and ready to learn.

HMA’s continued leadership is essential for maintaining momentum and ensuring the long-term success of F5SB’s investment in a data-driven, collaborative approach to improving children’s health outcomes. The proposed contract extension will allow HMA to provide the following support to First 5 San Bernardino and child-serving stakeholders:

1. **Strengthen Countywide Collaboration & Coordination:**
 - Facilitate quarterly meetings of the countywide Children’s Health Collective to advance a strategic roadmap for improving child health.
 - Drive progress on initiatives, ensuring actionable strategies are effectively implemented.
 - Foster collaboration across sectors to align efforts, reduce duplication of services, and maximize First 5 San Bernardino’s investments.

2. **Enhance Data-Informed Decision Making & Accountability:**
 - Conduct a Collective Impact Evaluation to assess the Children’s Health Collective’s effectiveness, focusing on key performance indicators like network connectivity, resource allocation, and strategic goal progress.
 - Evaluate to help identify successful initiatives, allowing F5SB to refine strategies and direct funding effectively.
 - Develop a case study to document successes and best practices for future planning and potential replication by other First 5 organizations.

3. **Provide Technical Expertise to Navigate Policy & Funding Challenges, Ensuring Continuity & Long-Term Success:**
 - Provide critical technical assistance on Medi-Cal financing and policy implications to help F5SB and IEHP navigate regulatory challenges for sustainable funding in children’s health initiatives.

-
- Offer guidance for long-term sustainability planning to ensure the viability of projects beyond the contract period.

The Children’s Health Collective has gained strong momentum this past year, benefiting from engaged stakeholders and a structured roadmap. F5SB’s investment is essential for driving transformative outcomes that will significantly improve healthcare access, strengthen early intervention services, and elevate the overall well-being of children.

Pending Commission approval, this amendment will allow HMA to continue supporting First 5 San Bernardino’s efforts to build a children’s health collaborative ensuring stronger partnerships and better data-driven decision-making resulting in a sustainable impact on child health across the county.

Approval of this item supports the **Child Health** 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 training 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.

Review

Dawn Martin, Commission Counsel

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

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

<i>FOR COMMISSION USE ONLY</i>							
<input type="checkbox"/>	New	Vendor Code	SC	Dept. A	Contract Number		
<input checked="" type="checkbox"/>	Change	10013141		903	IC053 A3		
<input type="checkbox"/>	Cancel						
Organization				Contractor's License No.			
Children and Families Commission							
Commission Representative			Telephone		Total Contract Amount		
Cindy Faulkner, Assistant Director			909-386-7706		\$443,330		
Contract Type							
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: _____							
Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
95200	September 1, 2023	June 30, 2026	\$274,784	\$168,546			
Cost Center	GL Account	Internal Order No.	Amount				
9033009900	53003357	1000731	\$168,546				
Cost Center	GL Account	Internal Order No.	Amount				
Cost Center	GL Account	Internal Order No.	Amount				
Abbreviated Use		Estimated Payment Total by Fiscal Year					
<u>Data Informed System Building</u>		FY	Amount	I/D	FY	Amount	I/D
		2025-2026	\$168,546	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)

Health Management Associates, Inc.

Department/Division

Address

2501 Woodlake Circle, Suite 100
Okemo, MI 48864

Phone
(517) 482-9236

Federal ID No.
38-2599727

Program Address (if different from legal address):

Grant Number (if applicable)

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 3

- Paragraph EE is hereby revised to Section III. CONTRACTORS GENERAL RESPONSIBILITIES to read as follows:

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

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.

Initial Here

2. 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 \$443,330 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2023-24	<u>\$ 143,870</u>	September 1, 2023 through March 31, 2024
Fiscal Year 2024-25	<u>\$ 130,914</u>	July 1, 2024 through June 30, 2025
Fiscal Year 2025-26	<u>\$ 168,546</u>	July 1, 2025 through June 30, 2026

Initial Here

3. Paragraph D. Independent Audit Provisions of Section VI. RIGHT TO MONITOR and AUDIT is amended to read as follows:

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. Due dates are as follows:

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

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

A. This Contract is effective as of September 1, 2023 and expires June 30, 2026, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

5. ATTACHMENT C -CAMPAIGN CONTRIBUTION DISCLOSURE is hereby replaced in its entirety with LEVINE ACT-CAMPAIGN CONTRIBUTION DISCLOSURE (formerly referred to as Senate Bill 1439)

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

continued on next page

ATTACHMENTS

Attachment A – Amended Work Plan for FY 25-26

Attachment B – Amended Program Budget for FY 25-26

Attachment C – Levine Act - Campaign Contribution Disclosure

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

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

HEALTH MANAGEMENT ASSOCIATES, INC.
Legal Entity

▶ _____
Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Kelly Johnson
Printed Name

Chief Administrative Officer
Title

Dated

Official Stamp

Reviewed for Processing	Approved as to Legal Form	Presented to Commission for Signature
▶ _____ Cindy Faulkner Assistant Director _____ Date	▶ _____ Dawn Martin Commission Counsel _____ Date	▶ _____ Karen E. Scott Executive Director _____ Date



Agency Name: Health Management Associates, Inc. (HMA)	Contract #: IC053 A3	Service Area: Countywide
Program Name: Data Informed Systems Building - Health	Period: July 1, 2025 – June 30, 2026	

Scope of Work:

HMA will continue to facilitate a collaborative focused on improving child health outcome co-sponsored by First 5 San Bernardino and IEHP. Based on the completed planning work and anticipated roadmap, HMA will facilitate a process that:

- Engages collective leadership group in quarterly meetings (4, two of which will be in person) to report out, monitor progress, and makes decisions to advance the roadmap
- Facilitates progress on specific workstreams through regular (anticipated monthly except in months with collective leadership meetings (8). These workgroup meetings will include collaborative and other members tasked with driving specific initiatives.
- Facilitate monthly (12) one hour steering committee meetings
- Facilitate an impact evaluation of the Children’s Health Collective workgroups working to advance strategy goals and objectives
- Facilitate a network evaluation of the Children’s Health Collective to better understand and describe the network connectivity, network health, and network results defined as¹:
 - Connectivity: Membership or the people or organizations that participate; Structure or how connections between members are structured and what flows through those connections
 - Health: Resources or the material resources a network needs to sustain itself; infrastructure or the internal systems and structures that support the network (e.g., communication, rules, processes); Advocate r the network’s capacity for join value creation
 - Results: Interim outcomes or the results achieved as the network works towards its goal or intended impact; the goal or intended impact itself (e.g., priority strategy was advanced and related outcomes achieved)
- Bring together findings from the Collective Impact evaluation and Workgroup impact to provide First 5 San Bernardino with a case study that can be used to promote its work and share best practices and lessons learned with other First 5 organizations

¹ As defined by the [State of Network Evaluation - A Guide — Network Impact](#)

In addition, HMA will provide overall project management support to First 5 San Bernardino and IEHP as well as technical assistance to address specific issues related to Medi-Cal financing, contractual requirements, and related program issues.

TABLE 1 SCOPE OF WORK

Task	Timeline	Deliverable	Estimated Hours	Estimated Fees
<p>Contract Management</p> <ul style="list-style-type: none"> Ensure smooth communication, collaboration, and timely execution of all activities and deliverables 	July 2025 – June 2026	<ul style="list-style-type: none"> Biweekly project check-ins Budget oversight 	6	\$2,591
<p>Convene and facilitate county-wide collaborative focused on improving child health outcomes</p> <p>Design, plan, coordinate, and facilitate quarterly collaborative agendas (2 in-person, 4 hours per meeting and 2 virtual, 90 minutes per meeting)</p> <p>Develop background materials, as appropriate</p> <p>Monitor and elevate existing and potential data initiatives throughout the county</p> <p>Strategy meetings with First 5 SB to design and plan collaborative priorities</p>	July 2025 – June 2026	<ul style="list-style-type: none"> Collaborative meeting schedule, agenda, and related materials 	122	\$48,517
<p>Convene and facilitate specific Strategic Workgroups to implement specific initiatives outlined in the anticipated roadmap</p> <ul style="list-style-type: none"> Design, plan, coordinate, and facilitate workgroup agendas in collaboration with Workgroup leads. Support 5 Strategic Workgroups (assumes planning meetings as well as participation in each workgroup monthly meeting) 	January 2025 – July 2025	<ul style="list-style-type: none"> Workgroup meeting schedule, agenda, and related materials; create outline of roles and responsibilities. Support workgroups with identified research to inform their stated objectives and goals. 	110	\$41,278

Task	Timeline	Deliverable	Estimated Hours	Estimated Fees
<p>Create evaluation plan of the Strategic Workgroups outcomes</p> <ul style="list-style-type: none"> • Design, plan and implement plan in collaboration with Workgroup leaders and members • Develop and utilize logic model • Identify and develop appropriate quantitative and qualitative measures • Design and administer data collection tools • Analysis and reporting • Report out to Workgroups on findings 	<p>July 2025 April 2026</p>	<ul style="list-style-type: none"> • Evaluation plan, including a logic model, set of evaluation metrics and collection protocols to evaluate progress of the workgroups • Strategy Workgroup Annual Evaluation Report (April 	<p>52</p>	<p>18,010</p>
<p>Create evaluation plan of the Collective Impact work</p> <ul style="list-style-type: none"> • Design, plan and implement evaluation plan in collaboration with the Steering Committee • Develop and utilize logic model • Identify and develop appropriate quantitative and qualitative measures • Design and administer data collection tools • Analysis and reporting • Report out to Steering Committee and Collective on findings 	<p>July 2025 April 2026</p>	<ul style="list-style-type: none"> • Evaluation plan, including a logic model, set of evaluation metrics and data collection protocols to evaluate the connectivity, health, and results of the Children’s Health Collective • Collective Impact Evaluation Annual Report (April 2026) 	<p>52</p>	<p>\$18,010</p>
<p>Develop and write Case Study of the overall work of both the Collective as well as the work of the Strategic Workgroups</p> <ul style="list-style-type: none"> • Draft Case Study outline • Key Informant Interviews <ul style="list-style-type: none"> ○ Steering Committee Members ○ Co Leaders ○ Collective Members 		<ul style="list-style-type: none"> • Designed Case Study for partner and public use in PowerPoint/Canva Presentation (June 2026) 	<p>50</p>	<p>\$18,468</p>

Task	Timeline	Deliverable	Estimated Hours	Estimated Fees
<ul style="list-style-type: none"> Develop index/appendix of reference documents i.e. Roadmap, Strategic Plan, etc. Design final Case Study Presentation for public consumption 				
<p>Provide technical assistance to First 5 San Bernardino and IEHP, as needed, to address specific issues related to Medi-Cal financing, contractual requirements, and related program issues. Additionally, HMA will work with F5SB and IEHP to develop transition and sustainability planning.</p>		<ul style="list-style-type: none"> To be determined 	40	\$17,221
Total hours			447	\$164,096
Travel labor for Two In-Person Meetings			14	\$3,290
Estimated Expenses for Two In-Person Meetings, including airfare (\$574), hotels (\$340), and meals (\$150)				\$1,160
Total not to Exceed				\$168,546





Agency Name: Health Management Associates, Inc. (HMA)	Contract #: IC053 A3	Service Area: Countywide
Program Name: Data Informed Systems Building - Health	Period: July 1, 2025 – June 30, 2026	

TABLE 1 BUDGET

Task	Timeline	Deliverable	Estimated Hours	Estimated Fees
Contract Management <ul style="list-style-type: none"> Ensure smooth communication, collaboration, and timely execution of all activities and deliverables 	July 2025 – June 2026	<ul style="list-style-type: none"> Biweekly project check-ins Budget oversight 	6	\$2,591
Convene and facilitate county-wide collaborative focused on improving child health outcomes Design, plan, coordinate, and facilitate quarterly collaborative agendas (2 in-person, 4 hours per meeting and 2 virtual, 90 minutes per meeting) Develop background materials, as appropriate Monitor and elevate existing and potential data initiatives throughout the county Strategy meetings with First 5 SB to design and plan collaborative priorities	July 2025 – June 2026	<ul style="list-style-type: none"> Collaborative meeting schedule, agenda, and related materials 	122	\$48,517

Task	Timeline	Deliverable	Estimated Hours	Estimated Fees
<p>Convene and facilitate specific Strategic Workgroups to implement specific initiatives outlined in the anticipated roadmap</p> <ul style="list-style-type: none"> Design, plan, coordinate, and facilitate workgroup agendas in collaboration with Workgroup leads. Support 5 Strategic Workgroups (assumes planning meetings as well as participation in each workgroup monthly meeting) 	<p>July 2025 - June 2026</p>	<ul style="list-style-type: none"> Workgroup meeting schedule, agenda, and related materials; create outline of roles and responsibilities. Support workgroups with identified research to inform their stated objectives and goals. 	<p>110</p>	<p>\$41,278</p>
<p>Create evaluation plan of the Strategic Workgroups outcomes</p> <ul style="list-style-type: none"> Design, plan and implement plan in collaboration with Workgroup leaders and members Develop and utilize logic model Identify and develop appropriate quantitative and qualitative measures Design and administer data collection tools Analysis and reporting Report out to Workgroups on findings 	<p>July 2025 April 2026</p>	<ul style="list-style-type: none"> Evaluation plan, including a logic model, set of evaluation metrics and collection protocols to evaluate progress of the workgroups Strategy Workgroup Annual Evaluation Report (April) 	<p>52</p>	<p>18,010</p>
<p>Create evaluation plan of the Collective Impact work</p> <ul style="list-style-type: none"> Design, plan and implement evaluation plan in collaboration with the Steering Committee Develop and utilize logic model Identify and develop appropriate quantitative and qualitative measures Design and administer data collection tools Analysis and reporting 	<p>July 2025 April 2026</p>	<ul style="list-style-type: none"> Evaluation plan, including a logic model, set of evaluation metrics and data collection protocols to evaluate the connectivity, health, and results of the Children’s Health Collective Collective Impact Evaluation Annual Report (April 2026) 	<p>52</p>	<p>\$18,010</p>

Task	Timeline	Deliverable	Estimated Hours	Estimated Fees
<ul style="list-style-type: none"> Report out to Steering Committee and Collective on findings 				
<p>Develop and write Case Study of the overall work of both the Collective as well as the work of the Strategic Workgroups</p> <ul style="list-style-type: none"> Draft Case Study outline Key Informant Interviews <ul style="list-style-type: none"> Steering Committee Members Co Leaders Collective Members Develop index/appendix of reference documents i.e. Roadmap, Strategic Plan, etc. Design final Case Study Presentation for public consumption 		<ul style="list-style-type: none"> Designed Case Study for partner and public use in PowerPoint/Canva Presentation (June 2026) 	50	\$18,468
<p>Provide technical assistance to First 5 San Bernardino and IEHP, as needed, to address specific issues related to Medi-Cal financing, contractual requirements, and related program issues. Additionally, HMA will work with F5SB and IEHP to develop transition and sustainability planning.</p>		<ul style="list-style-type: none"> To be determined 	40	\$17,222
Total hours			432	\$164,096
Travel labor for Two In-Person Meetings			14	\$3,290
Estimated Expenses for Two In-Person Meetings, including airfare (\$574), hotels (\$340), and meals (\$150)				\$1,160
Total not to Exceed				\$168,546

PROJECT FEES

The services described above will be provided on a time-and-materials basis. In addition, all out-of-pocket expenses will be reimbursed. Professional hourly rates will be billed as indicated in Table 2. Project fees will not be incurred beyond this amount without your prior approval and a written amendment to this agreement signed by both parties. Finally, we will submit invoices monthly for services provided in the previous month. These invoices will be payable upon receipt.

HMA billing rates increase on January 1 of each calendar year unless agreed otherwise in writing.

TABLE 2. PROFESSIONAL HOURLY RATES

Title	2025-26 Professional Hourly Rates	2025-26 Travel Time Rates
Physician Principal	\$490	\$245
Managing Principal/Director	\$425	\$213
Principal	\$415	\$208
Associate Principal	\$375	\$188
Senior Consultant	\$340	\$170
Consultant	\$235	\$118
Research Associate	\$180	\$90
Administrative, Clerical, and Support Staff	\$135	\$68

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-subsidary relationship but meets one of the following criteria:

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

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

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

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

1. Name of Contractor: Health Management Associates, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: 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	

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: _____

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.



Program Outline Document 2025-2026

AGENCY INFORMATION

		Contract #: <u>IC053 A3</u>
Legal Entity:	<u>Health Management Associates, Inc.</u>	
Dept./Division:	<u></u>	
Project Name:	<u>Data-Informed System Building</u>	
Program Site Address:	Client Referral Phone #	<u></u>

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name:	<u>Kelly Johnson</u>	Title:	<u>Chief Administrative Officer</u>
Address:	<u>2501 Woodlake Circle, Suite 100</u>	Direct Phone #:	<u>(517) 482-9236</u>
	<u>Okemos, MI 48864</u>		
E-Mail:	<u>contracts@healthmanagement.com</u>	Fax #:	<u></u>

CONTRACT REPRESENTATIVE

Name:	<u>Jeffrey M. DeVries</u>	Title:	<u>Contracts Senior Director</u>
Address:	<u>2501 Woodlake Circle, Suite 100</u>	Direct Phone #:	<u>(517) 318-4817</u>
	<u>Okemos, MI 48864</u>		
E-Mail:	<u>jdevries@healthmanagement.com</u>	Fax #:	<u>(517) 482-0920</u>

PROGRAM CONTACT

Name:	<u>Christina Altmayer</u>	Title:	<u>Managing Principal</u>
Address:	<u>2501 Woodlake Circle, Suite 100</u>	Direct Phone #:	<u>(213) 314-9104</u>
	<u>Okemos, MI 48864</u>		
E-Mail:	<u>caltmayer@healthmanagement.com</u>	Fax #:	<u></u>

FISCAL CONTACT

Name:	<u>Becky Reffitt</u>	Title:	<u>Revenue Director</u>
Address:	<u>2501 Woodlake Circle, Suite 100</u>	Direct Phone #:	<u>(517) 318-4826</u>
	<u>Okemos, MI 48864</u>		
E-Mail:	<u>breffitt@healthmanagement.com</u>	Fax #:	<u></u>

ADDITIONAL CONTACT (Describe): Choose an item.

Name:	<u></u>	Title:	<u></u>
Address:	<u>For Staff Analyst use only.</u>	Direct Phone #:	<u></u>
E-Mail:	<u></u>	Fax #:	<u></u>
	<u></u>		<u></u>
	<u></u>		<u></u>

PROGRAM INFORMATION

TYPE OF AGENCY Private Entity/Institution

Describe: For Profit

PROGRAM DESCRIPTION

HMA will facilitate a collaborative effort to improve child health outcomes co-sponsored by First 5 San Bernardino and IEHP. HMA will base the collaborative work on the completed planning work on the child health roadmap, HMA will facilitate a process that:

REGION
San Bernardino County

- Engages leadership in quarterly meetings (two of which will be in person) to report out, monitor progress, and make decisions to advance the roadmap.
- Facilitate progress on specific workstreams through regular (anticipated monthly except in months with leadership meetings). These workgroup meetings include collaborative and other members tasked with driving specific initiatives.

In addition, HMA will provide overall project management support to First 5 San Bernardino and IEHP as well as technical assistance to address specific issues related to Medi-Cal financing, contractual requirements, and related program issues.

STRATEGIC PRIORITY AREA & GOAL

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

ASSIGNED ANALYST: Erin Meier

ASSIGNED ACCOUNTANT: Ileana Conley

ASSIGNED EVALUATOR:

PROCUREMENT TYPE:

Competitive

Non-Competitive
Sole Source

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2023-2024	\$143,870		
2024-2025		\$130,914	
2025-2026		\$168,546	
Total			\$443,330



**AGENDA ITEM 7
APRIL 2, 2025**

Subject	Amendment No. 3 to Bylaws for Children and Families Commission for San Bernardino County.
Recommendations	Approve Amendment No. 3 to Bylaws for Children and Families Commission for San Bernardino County. (Presenter: Gina King, Assistant Director, San Bernardino County Human Resources Department, 387-5571)
Financial Impact	None.
Background Information	<p>On January 24, 2000, First 5 San Bernardino (F5SB) Commission reviewed and approved the Children and Families Commission of San Bernardino County's Bylaws. The bylaws state the purpose and intent of the Commission, outline the power and duties of the Commission, describe the selection of Commissioners and Officers, identify meetings and committees and highlight business and fiscal protocol. The bylaws were last amended on December 3, 2008.</p> <p>The current bylaws reflect that the Executive Director and staff shall be compensated as determined by the Commission, as stated in Article V - Section 4. Between 2008 and 2025, the Executive Director's salary has not aligned with an equivalent classification with Human Resources. Effective with this Amendment, all staff are covered by the Commission's Salary & Benefit Policy (06-02 A1), with the intent that all contract employee designated salaries and benefits shall be within the base salary range established for the job level, with commensurate duties as determined by San Bernardino County Human Resources Department.</p>
Review	Dawn Martin, Commission Counsel

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