

Chair
Elliot Weinstein, M.D.

Vice Chair
Diana Alexander

Executive Director
Karen E. Scott



Commissioners

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

Agenda: Children and Families Commission Meeting

Meeting date, time, location February 5, 2025
3:30 p.m.
First 5 San Bernardino Commission Conference Room, 735 E. Carnegie Dr. Suite 150, San Bernardino CA 92408

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

Special Presentations

“San Bernardino County Collaborative Building Resiliency in Children who have Experienced Trauma” presented by Dr. Amy Young, Director, Resiliency Institute for Childhood Adversity, Loma Linda University Children’s Hospital.

“El Sol highlights of the Home Visitor Apprenticeship Program” presented by Tania Martinez, El Sol Program Director.

Conflict of Interest Disclosure

Commission members shall review agenda items, contractors, subcontractors, and agents, which may require abstentions due to conflict of interest and financial interests.

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

Report Executive Director’s Report by Karen E. Scott

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

Item No.	CONSENT
1	Approve Minutes from December 4, 2024 Commission Meeting. (Presenter: Traci Homan, Executive Assistant, 386-7706)
2	Approve Contract IC055 with Persimmony International, Inc. for \$1,012,520 for Fiscal Years 2025-2030 for data collection and management. (Presenter: Ray Salamat, Staff Analyst II, 386-7706)

Continued on next page

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

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



**CHILDREN AND FAMILIES COMMISSION
for San Bernardino County
AGENDA: February 5, 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	Persimmony International, Inc.	Michael Kogus President & CEO	N/A	N/A
3	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A



Minutes: Children and Families Commission Meeting

Date, time, location December 4, 2024
3:30 p.m.
First 5 San Bernardino Commission Conference Center

Pledge of Allegiance Pledge of Allegiance by Chair Weinstein, M.D.

Special Presentation *“First 5 San Bernardino 25th Anniversary Celebration recap”* presented by Kimberly VandenBosch, Communications Officer for First 5 San Bernardino.

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

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

- Attendees**
- Commissioners Present**
- Chair Elliot Weinstein, M.D.
 - Vice Chair Diana Alexander
 - Supervisor Baca Jr.
 - Commissioner Josh Dugas
- Absent**
- Commissioner Ted Alejandre
 - Commissioner Dr. Gwen Dowdy-Rodgers
 - Commissioner Gary Ovitt
- Legal Counsel**
- Dawn Martin, Deputy County Counsel
- Staff**
- Karen Scott, Executive Director
 - Debora Dickerson-Sims, Chief Financial Officer
 - Erin Meier, Administrative Supervisor I
 - Traci Homan, Commission Clerk

Changes to the agenda

None

Executive Director's Report

First 5 San Bernardino 25th Anniversary Celebration

Ms. Scott shared a detailed overview of our recent anniversary event for First 5 San Bernardino (F5SB).

Highlights of event

- Community Engagement Specialist, LuCretia Dowdy, kicked off the 25th Anniversary event and set the tone with her opening of the song, "Celebration."
- Keynote speaker, Dr. Nadine Burke-Harris, former CA State Surgeon General and First 5 CA Commission Chair shared the positive changes she has noticed in the past 25 years and what the future might hold via video.
- Keynote Speaker, Tony Thurmond, State Superintendent of Public Education spoke on the evolution of public education over the past 25 years.
- Keynote Speaker, Ted Lempert, CEO of Children Now spoke on the Children's Movement of California and how we can achieve this.
- Recognition of past and present Commissioners:
 - Loren Sanchez, original First 5 San Bernardino Chair 1999
 - Dr. Guillermo Valenzuela, longest serving Commissioner with 15 years
 - Co-emcee of event and next longest serving Commissioner with 13 years, Dr. Elliot Weinstein
 - The only husband and wife duo in Commission Services, Sue and Gary Ovitt
 - Leslie Eggee, Commissioner who reviewed contracts
 - Former Fifth District Supervisor, Josie Gonzales
 - Former Public Health Officer, Maxwell Ohikuare
 - Former Assistant Executive Officer, CaSonya Thomas
- F5SB has invested over half a million dollars in support of children and families and service to more than 1.2 million children in San Bernardino County.
- F5SB presented Certificates of Recognition to the following:
 - Mayor Helen Tran, City of San Bernardino
 - Supervisor Joe Baca, Jr., 5th District Supervisor and F5SB CommissionerAnd the following State Assemblymembers presented Resolutions to F5SB:
 - Juan Carrillo, 39th Assembly District
 - Eloise Gómez Reyes, 50th Assembly District
 - Sabrina Cervantez, 58th Assembly District
 - James Ramos, 45th Assembly District
- Reyna Sanchez, a parent testimony and Advisory Committee member, shared her experience regarding the support her family received from F5SB and the broader system of care in the County. She highlighted how these services played a crucial role in providing resources, guidance and advocacy for her family.

F5SB will surely be guided by the foundation established by the previous successes as it continues to promote the best possible early childhood development and family resilience in the community as F5SB enters the next 25 years. Congratulations to all those involved, and best wishes for F5SB's continued mission success.

Ms. Scott thanked Dr. Gwen Dowdy-Rodgers for the beautiful rendition of “The Greatest Love of All” for closing out our event.

Calendar of Commission Meetings 2025

The next Commission meeting will be held on Wednesday, February 5, 2025, since it was decided to cancel the January Commission meeting. At that time, we will hold elections for Commission Chair, Vice Chair and Advisory Committee Chair.

2025 Statewide Policy Forum

Ms. Scott extended an invitation to Commissioners for the Child Care Resource Center (CCRC) 2025 Statewide Policy Conference on January 29-30, 2025 at the Beverly Garland Hotel in North Hollywood. If interested in attending, please reach out to Traci Homan.

Budget Status Quarterly Reports - 4th Quarter FY 2023-2024 (As of June 30, 2024)

F5SB approved budget for FY 2023-2024 in the amount of \$25,928,582 and ended the year with actual expenditures at \$20,408,214 or 78.71%.

- While still recovering from the impacts of COVID days and structuring and preparing to launch new initiatives, ending fiscal year 2023-2024, there was \$4.9 million uncontracted dollars. This is the first time in more than 10 years, F5SB contracted every dollar in the budget for the current FY 2024-2025.
- F5SB has worked closely with our agencies, through the monthly invoice submission process required to raise that overall expenditure rate with a directed investment of \$20 million per year for the past several years.
- Prior to 2017-18, F5SB typically saw expenditures at 80% or below. F5SB is doing fairly well now with an average of 87.8%.

F5SB’s goal is to get out as much funding as possible to ensure continuation of services and support for children and families that align with the F5SB mission and have benefitted our population over the past 25 years.

The quarterly totals expended in each budget category are included in the 4th quarter report for the entire year. F5SB ended the year with administrative costs to actuals at 13.9%, well below the limit of 15% established by our adopted Administrative Costs Policy.

For 1st Quarter of 2024-2025, the total dollars expended per budget category are:

- Program and Evaluation - **\$155,024** which is 10.53%
- Community Engagement - **\$279,594**, coming in at 13.09%
- Systems, Network Building and Communities Collaboration is **\$47,200**, which is 9.44% of budgeted
- QRIS - **\$446,495** at 16.67%
- Operations:
 - Salaries/Benefits is **\$466,323** which is pretty on target at 20.15%
 - Services/Supplies is at **\$172,253**, which is also on target at 24.85%
- And SPA (Contract) Investments - **\$469,084** at 2.75%, which is always very low at the beginning of the fiscal year and picks up dramatically by the next quarter.

The adopted budget for FY 2024-2025 is \$26,324,432 and are fully contracted for that amount. Administrative Costs expended to actuals is 47.3% but will decrease through the end of the Fiscal Year to be within the limit established by policy.

Ms. Scott wished everyone a very Happy Holiday season and thanked everyone for their support.

Item No.	CONSENT
1	<p>Approve Minutes from October 2, 2024 Commission Meeting.</p> <p><u>Vote</u> Motion/Second: Supervisor Baca, Jr./Vice Chair Diana Alexander Aye: Vice Chair Diana Alexander, Supervisor Baca, Jr., Commissioner Josh Dugas, Chair Weinstein, M.D. Absent: Commissioner Ted Alejandre, Dr. Gwen Dowdy-Rodgers, Commissioner Gary Ovitt Without further comment or objection, motion carried by unanimous vote to approve consent items.</p>
2	<p>Approve First 5 San Bernardino Children and Families Commission meeting dates for 2025 calendar year. (Presenter: Traci Homan, Executive Assistant, 386-7706)</p> <p><u>Vote</u> Motion/Second: Supervisor Baca, Jr./Vice Chair Diana Alexander Aye: Vice Chair Diana Alexander, Supervisor Baca, Jr., Commissioner Josh Dugas, Chair Weinstein, M.D. Absent: Commissioner Ted Alejandre, Dr. Gwen Dowdy-Rodgers, Commissioner Gary Ovitt Without further comment or objection, motion carried by unanimous vote to approve consent items.</p>
3	<p>Approve Amendment A4 for Contract EC040 with Child Care Resource Center for \$1,121,885 resulting in a cumulative total of \$9,513,277 with no change to the contract term Fiscal Year 2024-2025 for outreach and enrollment, coordination of quality improvement services, program evaluation and professional development for implementation of Quality Start San Bernardino. (Presenter: Erika Willhite, Staff Analyst II, 386-7706)</p> <p><u>Vote</u> Motion/Second: Supervisor Baca, Jr./Vice Chair Diana Alexander Aye: Vice Chair Diana Alexander, Supervisor Baca, Jr., Commissioner Josh Dugas, Chair Weinstein, M.D. Absent: Commissioner Ted Alejandre, Dr. Gwen Dowdy-Rodgers, Commissioner Gary Ovitt Without further comment or objection, motion carried by unanimous vote to approve consent items.</p>

Item No.	DISCUSSION
4	<ol style="list-style-type: none"> 1) Conduct Public Hearing for the Children and Families Commission for San Bernardino County Annual Audit for 2023-2024. 2) Adopt the Children and Families Commission for San Bernardino County's Annual Audit for 2023-2024. <p>(Presented by Debora Dickerson-Sims, Chief Financial Officer, 386-7706) Ms. Debora Dickerson-Sims introduced Rodger Alfaro, partner at Eide Bailly, LLP, who provided a brief report on the First 5 audit. Mr. Alfaro explained that Eide Bailly was retained to conduct the financial audit for the Commission, ensuring compliance with state standards and the First 5 guide. The audit aimed to provide reasonable assurance that the financial statements, which</p>

	<p>are the responsibility of management, were fairly represented in accordance with the accounting principles set forth in the United States.</p> <p>The audit process included evaluating internal controls over financial reporting and compliance. These considerations were solely for determining audit procedures and did not provide assurance regarding control effectiveness. The audit offered reasonable, not absolute, assurance, meaning it cannot guarantee the detection of all material misstatements.</p> <p>For this fiscal year, Edie Bailly issued an unmodified (clean) opinion on both the financial statements and state compliance with the First 5 guide, representing the highest level of assurance achievable. The audit report, prepared in accordance with Government Auditing Standards, indicated no material weaknesses or significant deficiencies. Eide Bailly also communicated key points to those charged with governance, particularly regarding note 14 of the financial statements related to the Commission’s net pension liability, which is a sensitive estimate based on various assumptions that may change in the future.</p> <p>The audit identified management overrides as a significant risk, which is common in all audits. Procedures to address this risk will need to be prepared particularly concerning the net pension liability. Eide Bailly was pleased to report that they did not encounter any difficulties or disagreements with management regarding accounting, auditing, or financial matters. Management and staff were professional and provided full access to individuals, documents, and records necessary for Eide Bailly to complete the audit.</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p><u>Vote</u> Motion/Second: Supervisor Baca, Jr./Commissioner Josh Dugas Aye: Vice Chair Diana Alexander, Supervisor Joe Baca, Jr., Commissioner Josh Dugas, Chair Weinstein, M.D. Absent: Commissioner Ted Alejandre, Dr. Gwen Dowdy-Rodgers, Commissioner Gary Ovitt Chair opened the public hearing. Hearing no comments the public hearing was closed. Without further comment or objection, and with no public comments noted, motion carried by unanimous vote to approve item 4.</p>
5	<ol style="list-style-type: none"> 1) Conduct Public Hearing of the Children and Families Commission for San Bernardino County’s Annual Report for 2023-2024. 2) Adopt the Children and Families Commission for San Bernardino County’s Annual Report for 2023-2024. <p>(Presented by Erin Meier, Administrative Supervisor I, 386-7706)</p> <p>Ms. Meier gave a short presentation on the annual audit. First 5 San Bernardino (F5SB) has engaged in various evaluation activities which provided comprehensive support to children from prenatal to five years and their families. F5SB has continued to support successful initiatives such as Reach Out and Read, Help Me Grow Inland Empire, Maternal Health Network Inland Empire Breastfeeding Coalition, and the NAEBOR Clinic. System-building efforts in home visitation and children’s health strategic planning saw a 9% increase in spending. F5SB remains committed to sustainable, collective impact and executed three successful campaigns and</p>

	<p>attended over 60 community events distributing 14,500 promotional items and engaging with 60% more of the community compared to Fiscal Year 2022-2023.</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p><u>Vote</u> Motion/Second: Supervisor Baca, Jr./Vice Chair Diana Alexander Aye: Vice Chair Diana Alexander, Supervisor Baca, Jr., Commissioner Josh Dugas, Chair Weinstein, M.D. Absent: Commissioner Ted Alejandre, Dr. Dowdy-Rodgers, Commissioner Gary Ovitt Chair opened the public hearing. Hearing no comments the public hearing was closed. Without further comment or objection, and with no public comments noted, motion carried by unanimous vote to approve item 5.</p>
<p>6</p>	<p>Approve budget revision for Fiscal Year 2024-2025 to increase expenditures \$3,000,000 for a total expenditure of \$29,324,432. (Presented by Debora Dickerson-Sims, Chief Financial Officer, 386-7706)</p> <p>Ms. Dickerson-Sims gave a brief presentation as to why First 5 San Bernardino (F5SB) is requesting \$3,000,000 to address the unexpected grant dollars by Quality Counts California (QCC) that has led to an overage in contracted line item. This financial request is crucial for maintaining the continuity of services and programs that F5SB supports. Additionally, F5SB is preparing for an upcoming grant and is seeking an extra \$1,000,000 (included in the \$3,000,000) to account for any unforeseen expenses that may arise. This request is further justified by an increase in strategic priority areas and an overall budget increase, reflecting the organization’s commitment to adapting to evolving needs and ensuring effective resource allocation.</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p><u>Vote</u> Motion/Second: Supervisor Baca, Jr./Commissioner Josh Dugas Aye: Vice Chair Diana Alexander, Supervisor Baca, Jr., Commissioner Dugas, Chair Weinstein Absent: Commissioner Ted Alejandre, Dr. Gwen Dowdy-Rodgers, Commissioner Gary Ovitt With Commissioners Alejandre, Dowdy-Rodgers and Ovitt absent and without further comment or objection and with no public comments noted, motion carried by unanimous vote to approve item 6.</p>

7	<p>Approve Contract HW063 with Loma Linda University Children’s Hospital in the amount of \$7,207,088 from January 1, 2025 through June 30, 2028, for the Resiliency Institute for Childhood Adversity. (Presented by Erin Meier, Administrative Supervisor I, 386-7706)</p> <p>Ms. Meier gave a brief background presentation on the Loma Linda University Children’s Hospital Resiliency Institute for Childhood Adversity. The Children’s Assessment Center serves as a facility where kids who have experienced abuse and/or neglect receive forensic medical evaluations, diagnoses, and treatments. Approval of this item will include essential services and increased collaboration with law enforcement, the District Attorney’s Office, and the County Superintendent of Schools. Additionally, there are hopes to expand referrals to Preschool Services and Inland Regional Center.</p> <p><u>Discussion</u> Commissioner Alexander expressed her excitement about donating funding through First 5, emphasizing its positive impact on children. She congratulated the team for their well-deserved efforts. Supervisor Baca, Jr. agreed with Commissioner Alexander and shared his experience of touring the facility and highlighting the remarkable work being done for children throughout San Bernardino County. He noted that, in the future, they would consider seeking additional funding to continue supporting this initiative beyond the three years.</p> <p><u>Public Comment</u> None</p> <p><u>Vote</u> Motion/Second: Supervisor Baca, Jr./Vice Chair Diana Alexander Aye: Vice Chair Diana Alexander, Supervisor Baca, Jr., Commissioner Josh Dugas, Chair Weinstein Absent: Commissioner Ted Alejandre, Dr. Gwen Dowdy-Rodgers, Commissioner Gary Ovitt Without further comment or objection and with no public comments noted, motion carried by unanimous vote to approve item 7.</p>
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Public Comment

None

Commissioner Roundtable

The Commissioners congratulated Karen Scott and the F5 team for their outstanding work on the 25th Anniversary Celebration. Commissioner Alexander expressed how wonderful it is to celebrate what one holds dear to your heart and noting how amazing it was to be part of the event. Supervisor Baca, Jr. remarked on the significant impact of the work done by F5SB in the community, thanking Karen for her leadership and the successful audit, and expressed pride in being a member of the First 5 San Bernardino board. Chair Weinstein extended his gratitude to First 5 for allowing him to participate in the celebration and wished everyone a safe and happy holiday.

The meeting adjourned at 4:15 p.m. to the next regular scheduled meeting of the First 5 San Bernardino Children and Families Commission on Wednesday February 5, 2025 at 735 E. Carnegie Drive, Suite 150, San Bernardino in the Commission Conference Room.

Next Meeting

*Wednesday, February 5, 2025
3:30 p.m.*

Attest

Elliot Weinstein, M.D., Chair

Traci L. Homan, Commission Clerk



AGENDA ITEM 2
February 5, 2025

Subject	Contract IC055 with Persimmony International, Inc. for evaluation database services.
Recommendations	Approve Contract IC055 with Persimmony International, Inc. for \$1,012,520 for Fiscal Years 2025-2030 for data collection and management. (Presenter: Ray Salamat, Staff Analyst II, 386-7706)
Financial Impact	\$1,012,520 for Fiscal Years 2025-2030.

Background Information

A fundamental concept of First 5 San Bernardino (F5SB) is to effectively evaluate program effectiveness and measure impact outcomes. 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.”

Since 2007, F5SB has contracted with Persimmony International, Inc., (Persimmony) resulting in high quality work product and excellent customer service. The primary features of this database are:

- 1) It aligns with the State reporting requirements;
- 2) It provides minimal disruptions to our existing contracted agencies;
- 3) It requires minimal customizations;
- 4) It allows for an unlimited number of reports.

Persimmony connects directly to the First 5 California data reporting system, a feature not available to most data systems used for local reporting. This seamless connection allows for direct transfer of local aggregated data to First 5 California without impacting data integrity while maintaining local commission impact. Persimmony is also utilized by a number of First 5 Commissions in neighboring counties, allowing opportunities for more effective evaluations at a regional level.

Additionally, Persimmony allows seamless integration with the First 5 California data system thus streamlining reporting of program achievements. As such, this ensures reporting across all First 5 San Bernardino’s Strategic Priority Areas are documented and accurately reflected within First 5 California’s reporting structure.

Considering the aforementioned, F5SB Staff recommends Persimmony as a sole sourced contractor due to the vitality of uninterrupted and seamless database connection to First 5 State Reporting and the historical data for F5SB. Additionally, maintaining the database will minimize and mitigate service interruption of current contracts.

Pending Commission approval, this contract will allow F5SB to utilize the data generated by Persimmony to demonstrate program and strategy outcomes, and to monitor contracts related to performance measures and fiscal expenditures over time. Persimmony aligns with the current F5SB Strategic Plan and will align with the duration of our contracted partners to which it will be the primary evaluation database.

Approval of this item supports the **Child Health and Family Supports** 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 exiting mental and behavioral supports 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 10006458	SC	Dept. 903	A
Organization Children and Families Commission				Contract Number IC055
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 \$1,012,520
Commodity Code 95200	Contract Start Date July 1, 2025	Contract End Date June 30, 2030	Original Amount	Amendment Amount
Cost Center 9033009900		GL Account 52002445	Internal Order No.	Amount
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
	25-26	\$202,504		
	26-27	\$202,504		
	27-28	\$202,504		
	28-29	\$202,504		
	29-30	\$202,504		

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)

Persimmony International, Inc.

Department/Division

Address

26895 Aliso Creek Road, Suite B241

Aliso Viejo, CA 92656

Phone

(619) 540-5010

Federal ID No.

35-2189801

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, Persimmony International, 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 . 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. _____
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.

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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

Contractor shall provide the Commission with a Quarterly Fiscal Request for Reimbursement/Invoice within twenty (20) calendar days following the end of the reporting period (i.e., October 15th, January 15th, April 15th).

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

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

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▪ Asset Report

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

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

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BB. Pro-Children Act of 1994

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

CC. Debarment, Suspension, and Other Responsibility Matters

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

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

DD. Conflict Resolution

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

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 \$1,012,520 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	\$202,504	July 1, 2025 through June 30, 2026
Fiscal Year 2026-27	\$202,504	July 1, 2026 through June 30, 2027
Fiscal Year 2027-28	\$202,504	July 1, 2027 through June 30, 2028
Fiscal Year 2028-29	\$202,504	July 1, 2028 through June 30, 2029
Fiscal Year 2029-30	\$202,504	July 1, 2029 through June 30, 2030

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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.

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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
 - 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, 2030, 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, 2030 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: Persimmony International, Inc.
26895 Aliso Creek Rd Ste B241
Aliso Viejo, CA 92656

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 2pages 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

PERSIMMONY INTERNATIONAL, INC.

Legal Entity

▶ _____
Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Michael Kogus
Printed Name

President and 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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Contractor shall, under the terms and conditions of this Agreement, provide Commission with (A) a limited and non-exclusive license to use Contractor's Software, (B) hosting of the server necessary to run Software, (C) training, software support, and online training videos, and (D) reasonably unlimited customization of Software reports, assessments, and field values as described in this exhibit.

1. PERSIMMONY POINT OF CONTACT AND FACE-TO-FACE MEETINGS

- A. Contractor shall, under the terms and conditions of this Agreement, provide project management services to assist Commission in implementing and using Contractor's Software.

Lead Project Manager: Inez Thomas of Persimmony International, Inc.
Contact Information:

Persimmony International, Inc
Attn: Michael Kogus
26895 Aliso Creek Rd Ste B241 Aliso Viejo , CA 92656
Phone (619) 540-5010

- B. Contractor shall participate in a minimum of 2 Virtual meetings for each fiscal year. These virtual meetings are to be scheduled at times compatible with Commission as well as Contractor staff.

2. PROVIDE SUPPORT TO AUTHORIZED USERS

Contractor shall, under the terms and conditions of this Agreement, provide software support, database access, training, and all other services described in this Agreement solely to "authorized users," which includes the officers, employees, agents, and contractors of Commission and officers, employees, agents, and contractors of programs receiving direct grants through Commission. The initial set-up of new users and/or agencies will be completed by Contractor. After the completion of the initial rollout, the addition of new users and/or agencies and the setup of new users and agencies (assigning passwords and creating shortcuts, etc.) shall be the responsibility of the Commission. Commission bears the sole responsibility of ensuring that only authorized users access Software. All-access and use of Software by the authorized users is subject to the terms of the non-exclusive, non-transferable license for the purposes of processing by internal data related to program and contract planning, development, management, monitoring, and evaluation. Authorized users may not use the Software for any purpose other than those expressly authorized hereunder. The uses that authorized users shall not make of the Software include but are not limited to: (i) using the Software to provide data processing services to any third persons; (ii) making copies of the Software for distribution to third parties; (iii) reverse-engineering or decompiling the Software for the purpose of designing or developing a Software competitive with Contractor's Software.

3. PERSIMMONY SOFTWARE SUPPORT

Contractor shall, under the terms and conditions of this Agreement, provide software support to authorized users and troubleshoot system problems in accordance with the following specifications:

- Online support requests made by authorized Software users ("Requestor" for the purposes of this software support provision) received through online ticket creation at Support.Persimmony.com and will be responded to via three modes of communication: (1) telephone; (2) e-mail; or (3) remote desktop technology, depending on the nature of support request and discretion of Contractor for which support method it deems reasonable. Requestor will be solely responsible for all telephone, Internet, and other communication charges that Requestor incurs from any support-related activities. If Contractor deems remote desktop support necessary, using the remote desktop technology, Requestor will be solely responsible to ensure that Requestor's network does not block access for use of such technology by Contractor.
- Authorized users can access free technical support via Contractors support website, Support.persimmony.com, during Contractor's regular business hours of 8:00 AM to 5:00 PM, Monday through Friday, excluding national holidays. Response times cannot be guaranteed, however, typical response times to resolve most issues are within four hours

of the initial request. Contractor cannot be held liable for extended delays in technical support response times related to acts of God, third-party communication systems failures, and other unforeseeable events which may impact response times. 24-hour call-back emergency assistance is available seven days a week for emergencies covering system failures or other emergency needs.

4. PERSIMMONY DATABASE CUSTOMIZATION

Contractor shall, during the term of this Agreement, provide reasonable customization at no additional fee to all existing database functionality in order to meet the needs of Commission, including customization of the following modules and features within the Software:

- Clients Module
- First 5 Module
- Fiscal/Invoicing Module
- Referral Module
- Insurance module
- Contract Monitoring Tools and Reports
- Site and Client document management
- Unlimited number of customized reports that pull data from any of the modules listed above (reports, charts, graphs, and/or GIS).
- Unlimited number of customized surveys.

5. PERSIMMONY DATA EXPORTS

Contractor shall, during the term of this Agreement, provide data exports of all Commission-owned data within the database at no additional fee. An annual data export will be provided to the Commission so that the Commission can have a backup of all of its data. Data export requests by authorized Commission staff can be requested throughout the term of this Agreement, provided that these requests are made with reasonable notice and time for Contractor to export the data.

6. HOSTING SERVER ACCESSIBILITY AND UPTIME

The contractor agrees to host Software on its server for the term of this contract. Server accessibility is granted only to authorized users pursuant to this Agreement. The Commission agrees to reasonably maintain all client computers which access the Contractor's server to be free of viruses, worms, or other malicious software. Contractor is not liable for data loss related to malicious software contained within the data of or with any correspondence of Commission. Authorized users must maintain industry minimum host computer specifications to access the Software; Contractor is not responsible for host computer hardware or software failures which restrict the users' ability to access the Software. Contractor agrees to provide 24-hour access to its server; server access may be unavailable in the event of routine maintenance, unexpected hardware failure, malicious attacks such as denial of service attacks, or other unforeseeable events which restrict outside access to the server. Contractor agrees to perform routine backups of all data and maintain these backups for a reasonable amount of time.

7. SOFTWARE TRAINING

Contractor shall, under the terms and conditions of this Agreement, provide the following training options for authorized users:

- Train-The-Trainer (T3): Comprehensive training will be provided to select individuals who may train all subsequent authorized users of the Commission on Software. This option is most beneficial when the Commission has internal staffing that will be held accountable for specific data and evaluation-related functions for Software.
- Virtual Classroom Training with One-On-One Follow-Up: Virtual Classroom training will be provided in a large group format for all new users. This option is best implemented when moving from one data system to another or when a large group of new users needs to be trained quickly. For users who may request or require follow-up training, Contractor will provide virtual one-on-one follow-up sessions.

- Just-In-Time Video Training: Contractor will provide all authorized users access to video training 24 hours a day, seven days a week, which provides training “just in time” for any of the data entry screens in the system. The SHOW ME videos provide step-by-step demonstrations on how to enter data, run reports, and set up new fields; all at a pace that is comfortable for the user who can stop, repeat, or get back to any portion of the video training at any time.

8. PERFORMANCE

Contractor shall, under the terms and conditions of this Agreement, configure, support, and allow access to and train users on its Software for the Commission to enter data into the Contractor’s software and allow the Commission to query data, run reports and analyze data using the Software. Completion of the Tasks or Milestones contained within the Project Plan satisfies the Contractor’s performance requirements of this Agreement.



San Bernardino First 5 (San Bernardino, CA) - Renewal

San Bernardino First 5 (San Bernardino, CA)
San Bernardino, CA

Reference: 20250116-110537175

Quote created: January 16, 2025

Quote expires: March 31, 2025

Quote created by: Mallore Ahmad

Scott McGrath

scott.mcgrath@cf.sbcounty.gov

(909) 252-4259

mallore@persimmony.com

Comments from Mallore Ahmad

Hello -

Here is the 5-year agreement billed quarterly at the rate of \$50,626 per qtr. Total contract value not to exceed \$1,012,520.

Please let me know if you have any questions. Thank you for your partnership.

Products & Services

Item & Description	Quantity	Unit Price	Total
Persimmony First 5 Software Licenses Payment starts: July 1, 2025	1	\$202,504.00 / year	\$202,504.00 / year for 5 years
		Due now	\$0.00
	Total contract value		\$1,012,520.00

Future Payments Summary

Item	Payment
Persimmony First 5 Software Licenses	\$202,504.00 / year starting on July 1, 2025 for 5 payments

Purchase terms

Here is the 5-year agreement billed quarterly at the rate of \$50,626 per qtr. Total contract value not to exceed \$1,012,520.

Questions? Contact me



Mallore Ahmad
mallore@persimmony.com

Persimmony International, Inc
26895 Aliso Creek Rd,
Suite B241
Aliso Viejo, CA 92656
United States

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: **Persimmony International, 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: Michael Kogus, CEO
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: **N/A**

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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

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



Program Outline Document 2025-2030

AGENCY INFORMATION

		Contract #: <u>IC055</u>
Legal Entity:	<u>Persimmony International, Inc</u>	
Dept./Division:	<u></u>	
Project Name:	<u>N/A</u>	
Program Site Address:	<u>26895 Aliso Creek Rd Ste B241, Aliso Viejo, CA 92656</u>	Client Referral Phone # <u></u>

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name:	<u>Michael Kogus</u>	Title:	<u>CEO</u>
Address:	<u>26895 Aliso Creek Rd Ste B241, Aliso Viejo, CA 92656</u>	Direct Phone #:	<u>(619) 540-5010</u>
E- Mail:	<u>Michaelk3@persimmony.com</u>	Fax #:	<u></u>

CONTRACT REPRESENTATIVE

Name:	<u>Mallore Ahmad</u>	Title:	<u>Director of Customer Success</u>
Address:	<u>26895 Aliso Creek Rd Ste B241, Aliso Viejo, CA 92656</u>	Direct Phone #:	<u>(214) 546-0851</u>
E- Mail:	<u>Mallore@persimmony.com</u>	Fax #:	<u></u>

PROGRAM CONTACT

Name:	<u>Inez Thomas</u>	Title:	<u>First 5 Specialist</u>
Address:	<u>26895 Aliso Creek Rd Ste B241, Aliso Viejo, CA 92656</u>	Direct Phone #:	<u>(760) 530-9692</u>
E- Mail:	<u>Inez@persimmony.com</u>	Fax #:	<u></u>

FISCAL CONTACT

Name:	<u>Brian Scott</u>	Title:	<u>CFO</u>
Address:	<u>26895 Aliso Creek Rd Ste B241, Aliso Viejo, CA 92656</u>	Direct Phone #:	<u>(972) 670-7583</u>
E-Mail:	<u>Brian.Scott@persimmony.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 _____

Fax #: _____

PROGRAM INFORMATION

TYPE OF AGENCY Private Entity/Institution

Describe: For Profit

PROGRAM DESCRIPTION

Persimmony International Inc. provides a web-based data system to enhance, centralize and modernize the evaluation efforts for many County Commissions including First 5 San Bernardino (F5SB). Persimmony International, Inc. has been developing software solutions for education, government, and healthcare organizations since 1994. The organization’s core competency is to develop and deploy easy-to-use Internet-based data management solutions that promote outcomes measurement for increased health, human service, education, and government accountability.

REGION

Countywide

STRATEGIC PRIORITY AREA & GOAL

- Child Health Quality Early Learning Family Support

INVESTMENT AREA

- Direct Services Systems Level Efforts Supportive Strategies

Defined by the Strategic Plan

ASSIGNED ANALYST:

Ray Salamat

ASSIGNED ACCOUNTANT:

Hope Nelson

ASSIGNED EVALUATOR:

N/A

PROCUREMENT TYPE:

- Competitive Non-Competitive
Continuing

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment #1 Amount	Total
2025-2026	\$202,504		
2026-2027	\$202,504		
2027-2028	\$202,504		
2028-2029	\$202,504		
2029-2030	\$202,504		
Total			\$1,012,520



AGENDA ITEM 3
February 5, 2025

Subject	Election of Commission Chair and Vice-Chair.
Recommendations	Elect Chair and Vice-Chair for the Children and Families Commission for San Bernardino County. (Presenter: Karen E. Scott, Executive Director, 252-4252)
Financial Impact	None
Background Information	<p>Under the Children and Families Commission San Bernardino County Bylaws, the Commission established Article V "Officers and Duties." This section discusses the designation and election of Chair and Vice-Chair and the duties of the Officers.</p> <p>Article V, Section 2 of the Children and Families Commission for San Bernardino County Bylaws states: <i>"The Chair and Vice-Chair of the Commission shall be elected by the voting members of the Commission. The terms of all such officers shall be one year, commencing upon the adjournment of the meeting at which they are elected. All Officers shall hold office until their successors are duly elected."</i></p> <p>Upon Commission approval, the election of Chair and Vice-Chair will be conducted at this time.</p>
Review	Dawn Martin, Commission Counsel

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



**AGENDA ITEM 4
February 5, 2025**

Subject	Election of Advisory Committee Chair.
Recommendations	Elect Chair for the First 5 San Bernardino Advisory Committee. (Presenter: Karen E. Scott, Executive Director, 386-7706)
Financial Impact	None
Background Information	<p>Per Section 130145 of the California Children and Families Act of 1998, each County Commission is required to establish at least one Advisory Committee to provide technical and professional expertise and support for any purposes that will be beneficial in accomplishing the purposes of the Act.</p> <p>Per the First 5 San Bernardino Advisory Committee Policy 04-03, the Commission shall designate a Commissioner to serve as the Chair for the Advisory Committee. This officer presides at all meetings and generally oversees the Advisory Committee.</p> <p>In accordance with First 5 San Bernardino Policy 03-01 A3, Commission Rules of Order, the term of all officers shall be “one year, commencing upon the adjournment of the meeting at which they were elected. All officers shall hold office until their successors are duly elected.”</p> <p>Upon Commission approval, the election of the Advisory Committee Chair shall be conducted at this time.</p>
Review	Dawn Martin, Commission Counsel

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



**AGENDA ITEM 5
February 5, 2025**

Subject	Local Outcomes Report for 2023-2024
Recommendations	Receive information from EVALCORP for First 5 San Bernardino's Local Outcomes Report for 2023-2024.
Financial Impact	None
Background Information	<p>The Local Outcomes Report represents collaborative efforts to assess the impact of First 5 San Bernardino (F5SB) initiatives every fiscal year. This report presents an overview of accomplishments and successes achieved through F5SB-funded initiatives in Fiscal Year 2023-2024 in each of the three Strategic Priority Areas (SPA) of the 2023-2024 Strategic Plan:</p> <ul style="list-style-type: none"> • Child Health • Family Supports • Quality Child Learning <p>Within each SPA, F5SB maintained a commitment to systems-level efforts:</p> <ul style="list-style-type: none"> • Collaboration • Community Capacity-Building • Workforce Development <p>This report provides a narrative summary of each initiative's data, along with system-wide strategies such as prevention efforts, family support and collaboration for system-wide improvements.</p> <p>In addition, community engagement efforts during the year through outreach events and other campaigns are outlined in this report as well.</p> <p>The 2023-2024 Local Outcomes Report was prepared in partnership with EVALCORP who has served as the evaluation consultants for F5SB since 2020.</p>
Review	Dawn Martin, Commission Counsel

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