

**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 06-2024**

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

**Meeting date, time, location** June 5, 2024  
3:30 p.m. at First 5 San Bernardino Commission Conference Room

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

**Conflict of Interest Disclosure** Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests.  
  
A Commission member with conflicts of interests shall state their conflict under the appropriate item. A Commission member may not participate in or influence the decision on a contract for which their abstention has been recorded.

**Report** Executive Director’s Report by Karen E. Scott

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

Item No.	CONSENT
1	Approve Amendment A2 for Contract HW059 with San Bernardino County on behalf of Arrowhead Regional Medical Center to increase the amount by \$603,217 for Fiscal Year 2024-2025 resulting in a cumulative total of \$2,239,103 for Fiscal Years 2020-2025 to provide services for the Asthma Prevention and Treatment Program. (Presenter: Robert Mente, Staff Analyst II, (909) 386-7706)
2	Approve Amendment A2 for Contract EC044 with American Academy of Pediatrics, District IX, Chapter 2 for \$462,800 for Fiscal Years 2024-2026 resulting in a cumulative total of \$930,561 for the Reach Out and Read Inland Empire to promote early literacy in pediatric care region-wide. (Presenter: Robert Mente, Staff Analyst II, (909) 386-7706)

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

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

3	<p>Approve Amendment A2 for Contract IC053 with Health Management Associates, Inc., to increase the total Contract amount by \$130,914 for a cumulative total of \$274,784 for Fiscal Year 2024-2025 to continue to facilitate a collaborative focused outcome to improve child health and provide technical assistance to address specific issues related to Medi-Cal financing and requirements. (Presenter: Ronnie Robinson, Staff Analyst II, (909) 386-7706)</p>
4	<p>Approve Amendment A1 for Contract IC054 with Health Management Associates, Inc., for \$59,363 for Fiscal Year 2024-2025 for a cumulative total of \$162,313 to advance an integrated home visiting service system for families in San Bernardino County for one additional year. (Presenter: Dr. Wendy Lee, Psy.D., Section Manager, Evaluation and Impact, (909) 386-7706))</p>
5	<p>Approve the following Contract Amendments for implementation of Quality Start San Bernardino for Fiscal Year 2024-2025:</p> <ul style="list-style-type: none"> <li>A. San Bernardino County Superintendent of Schools, Amendment A3 for Contract EC038 for \$261,419 resulting in a cumulative total of \$1,249,994 for administrative services; and</li> <li>B. University Enterprises Corporation/California State University, San Bernardino, Amendment A3 for Contract EC039 for \$403,942 resulting in a cumulative total of \$2,189,936 to enhance higher education opportunities in early care and education and conduct site assessments; and</li> <li>C. Child Care Resource Center, Amendment A3 for Contract EC040 for \$1,801,916 resulting in a cumulative total of \$8,391,391 for outreach and enrolment, coordination of quality improvement services, program evaluation and professional development.</li> </ul> <p>(Presenter: Erika Willhite, Staff Analyst II, (909) 386-7706)</p>

Item No.	DISCUSSION
6	<p>Approve the Family Supports Initiative Contracts in the amount of \$11,913,765 for 2024-2027 for the following:</p> <ul style="list-style-type: none"> <li>A. Chino Valley Unified School District, FS088 for \$781,705</li> <li>B. Children’s Fund, Inc., FS089 for \$2,746,621</li> <li>C. Walden Environment dba Walden Family Services, FS090 for \$2,753,520</li> <li>D. Hearts and Lives, FS091 for \$1,234,441</li> <li>E. The Mom &amp; Dad Project, FS092 for \$2,110,043</li> <li>F. Moses House Ministries, FS093 for \$900,000</li> <li>G. Child Care Resource Center, FS094 for \$1,387,435</li> </ul> <p>(Presenter: Iffat Quazi, Staff Analyst II, (909) 386-7706)</p>
7	<p>Approve Budget for 2024-2025 and updates to the Five-Year Financial Plan. (Presenter: Debora Dickerson-Sims, Chief Financial Officer, (909) 386-7706)</p>

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

**Commissioner Roundtable**      Open to comments by the Commissioners

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Next Meeting

**Wednesday, July 10, 2024**  
**3:30 p.m. to 5:00 p.m.**

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**CHILDREN AND FAMILIES COMMISSION  
for San Bernardino County  
AGENDA: June 5, 2024**

**Subject:** Information Relative to Possible Conflict of Interest

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

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

<b>Item No.</b>	<b>Contractor</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors; Principals &amp; Agents</b>	<b>Commissioner Abstentions</b>
1	San Bernardino County Arrowhead Regional Medical Center	Dawn Rowe Chair, Board of Supervisors	N/A	N/A
2	American Academy of Pediatrics Reach Out & Read Inland Empire	Tomas Torices, M.D. Executive Director	N/A	N/A
3	Health Management Associates	Kelly Johnson Chief Administrative Officer	Christina Altmayer Managing Principal	N/A
4	Health Management Associates – Home Visiting	Kelly Johnson Chief Administrative Officer	Christina Altmayer Managing Principal	N/A
5A.	San Bernardino County Superintendent of Schools - QSSB	Richard De Nava Chief Business Officer	Heather Smith Director, Early Education and Development	Ted Alejandre Dr. Gwen Dowdy Rodgers
5B.	University Enterprises Corporation/California State University	Diane Trujillo Director, Sponsored Programs Administration	Mark Agars Professor & Director	N/A
5C.	Child Care Resource Center	Michael Olenick President and CEO	N/A	N/A
6A.	Chino Valley Unified School District	Norm Enfield, Ed.D. Superintendent	N/A	N/A
6B.	San Bernardino County Children’s Fund	Cesar Navarrete President & CEO	N/A	Gary Ovitt
6C.	Walden Environment dba Walden Family Services	Sue Evans Chief Operating Officer	N/A	N/A
6D.	Hearts and Lives	Luvia Rodriguez Executive Director	Amalia Moreno-Ortiz Program Manager	N/A

**Children and Families Commission**  
**Conflict of Interest – June 5, 2024**  
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6E.	The Mom & Dad Project	Megan Meadors Executive Director	N/A	N/A
6F.	Moses House Ministries	Matthew Coughlin Executive Director	N/A	N/A
6G.	Child Care Resource Center	Michael Olenick President & CEO	N/A	N/A
7	N/A	N/A	N/A	N/A



**AGENDA ITEM 1**  
**June 5, 2024**

<b>Subject</b>	Contract Amendment HW059 A2 with San Bernardino County on behalf of Arrowhead Regional Medical Center for the Asthma Prevention and Treatment Program.
<b>Recommendations</b>	Approve Amendment A2 for Contract HW059 with San Bernardino County on behalf of Arrowhead Regional Medical Center to increase the amount by \$603,217 for Fiscal Year 2024-2025 resulting in a cumulative total of \$2,239,103 for Fiscal Years 2020-2025 to provide services for the Asthma Prevention and Treatment Program. (Presenter: Robert Mente, Staff Analyst II, 909-386-7706)
<b>Financial Impact</b>	\$603,217 for Fiscal Year 2024-2025.
<b>Background Information</b>	<p>Beginning 2012, First 5 San Bernardino (F5SB) has contracted with San Bernardino County on behalf of Arrowhead Regional Medical Center (ARMC) to provide asthma care management and education for children through the age of five and their families. ARMC has a superb history in partnership with F5SB focusing on asthma screening and prevention utilizing ARMC’s mobile asthma clinics, also known as the Breath Mobile.</p> <p>In 2020 the commission approved a three-year contract (HW059) that was amended on July 12, 2023 for one year (HW059 A1). ARMC used virtual and in-person screening across ARMC’s network to reach patients across the 20,000 square miles of San Bernardino County. Currently, there are only two (2) Breath Mobiles servicing 40 different sites rotating every five to eight weeks throughout the year. F5SB’s ongoing support of the ARMC Asthma Prevention and Treatment Program during the next fiscal year will contribute to three essential areas:</p> <ul style="list-style-type: none"><li>• <b>Helping Children</b> – 400 children will receive asthma screenings.</li><li>• <b>Training Parents</b> – Parents will receive asthma education services.</li><li>• <b>Public Awareness</b> – ARMC will continue to develop a media campaign to include digital marketing.</li></ul> <p>Pending Commission approval, ARMC will continue to support improved health outcomes for children 0-5 by providing direct treatment services and assisting parents/caregivers in navigating and receiving appropriate services for asthma prevention and treatment.</p> <p>Approval of this amendment supports the following Strategic Priority Areas (SPAs) in the Commission’s 2023-2028 Strategic Plan:</p> <ul style="list-style-type: none"><li>• <b>Child Health:</b><ul style="list-style-type: none"><li>○ Children are screened and connected to appropriate developmental services.</li><li>○ Children's Health is promoted through community education about local health issues.</li></ul></li><li>• <b>Family Supports:</b><ul style="list-style-type: none"><li>○ Families are connected to services that support children’s development and parent/caregiver resiliency.</li></ul></li></ul>

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- Families and providers are aware of and know how to access existing county resources and supports.
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**Review**

Dawn Martin, Commission Counsel

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<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>

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

<i>FOR COMMISSION USE ONLY</i>				
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 50000558	<b>SC</b>	Dept. 903	<b>A</b>
Contract Number <b>HW059 A2</b>				Contractor's License No.
Organization Children and Families Commission			Total Contract Amount \$2,239,103	
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:				
If not encumbered or revenue contract type, provide reason: _____				
Commodity Code 95200	Contract Start Date August 25, 2020	Contract End Date June 30, 2025	Original Amount \$1,635,886	Amendment Amount \$603,217
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1000731	Amount \$603,217
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use <u>Early Screening &amp; Intervention</u> <u>Asthma Prevention and</u> <u>Treatment Program</u>		Estimated Payment Total by Fiscal Year		
		FY	Amount	I/D
		24-25	\$603,217	

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

Legal Name (hereinafter called the Contractor)

San Bernardino County

Department/Division

Arrowhead Regional Medical Center

Address

400 North Pepper Avenue

Colton, CA 02324

Phone

909-580-6160

Federal ID No.

95-6002748

Program Address (if different from legal address):

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

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

**A. Contract Amount**

The maximum amount of reimbursement under this Contract shall not exceed \$ 2,239,103 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 the Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

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



Fiscal Year 2020-21	\$ <u>362,179</u>	August 25, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>362,179</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>362,179</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>549,349</u>	July 1, 2023 through June 30, 2024
Fiscal Year 2024-25	\$ <u>603,217</u>	July 1, 2024 through June 30, 2025

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Initial Here

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

- A. This Contract is effective as of August 25, 2020, and expires June 30, 2025, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

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Initial Here

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

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*continued on next page*

**ATTACHMENTS**

Attachment A – Amended Work Plan for FY 2024-2025

Attachment B – Amended Program Budget for FY 2024-2025

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

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

**SAN BERNARDINO COUNTY**

Legal Entity

▶  
\_\_\_\_\_  
Authorized Signature

Elliot Weinstein M.D.  
Printed Name

Commission Chair  
Title

\_\_\_\_\_  
Dated

▶  
\_\_\_\_\_  
Authorized Signature

Dawn Rowe  
Printed Name

Chair, Board of Supervisors  
Title

\_\_\_\_\_  
Dated

Official Stamp

Reviewed for Processing

▶  
\_\_\_\_\_  
Cindy Faulkner  
Assistant Director

\_\_\_\_\_  
Date

Approved as to Legal Form

▶  
\_\_\_\_\_  
Dawn Martin  
Commission Counsel

\_\_\_\_\_  
Date

Presented to Commission for  
Signature

▶  
\_\_\_\_\_  
Karen E. Scott  
Executive Director

\_\_\_\_\_  
Date



<b>Agency Name:</b>	Arrowhead Regional Medical Center	HW059 A2	<b>Service Area:</b>	Countywide
<b>Program Name:</b>	Asthma Prevention & Treatment Program		<b>Period:</b>	July 1, 2024 – June 30, 2025

<b>Expectations</b>	Support improved health outcomes for children 0-5 by assisting parents/caregivers in navigating & receiving appropriate services for asthma
<b>Outcomes</b>	Provide a comprehensive service that reduces absenteeism in schools, provides education to families & reduces utilization in the emergency department relating to asthma illnesses for children 0-5

Objective Goal/Measure	Activity/Description	Activity Dosage/Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
Virtual & in-person asthma screenings (n=400 / FY 24-25).	Determine if children are at risk for asthma	Ongoing	Monthly	Submit # of children provided with screenings & aggregated demographic data.	N/A
General asthma education to parents/ caregivers	Provide general asthma education & resources to parents/caregivers	Ongoing	Monthly	Submit # of parents/caregivers provided with asthma education & aggregated demographic data.	N/A
Treatment &/or management are provided to children screened with asthma.	Provide treatment &/or management to children diagnosed with asthma through screenings.	Ongoing	Monthly	Submit # of children provided with asthma treatment/ management	N/A
Specific asthma treatment/ management education provided to parents/caregivers	Provide education & resources to parents/caregivers for the treatment & management of asthma & its symptoms.	Ongoing	Monthly	Submit # of parents/caregivers provided with specific asthma treatment/ management education.	N/A
Decreased Emergency Room utilization in the last 6 months	Per each screening at intake, determine ER utilization for symptoms of asthma in the last 6 months. Information is entered	Ongoing	Monthly	Submit # of children who have re-visited the ER since enrollment in the ARMC program. .	N/A

	by the nurse practitioner at the time of meeting with the patient / parents during follow-up visits.				
Development of a Family asthma management plan	Per each screening, determine if the family has an asthma management plan in place & develop one with the family during the follow-up appointment.	Ongoing	Monthly	Submit # of families with asthma treatment management plan	N/A
Digital marketing & social media campaigns	Conduct a digital marketing campaign focused on geographic areas where asthma is prevalent.	Ongoing	Quarterly	N/A	<ul style="list-style-type: none"> <li>• Upload samples of digital marketing, social media campaigns, &amp; advertisements.</li> <li>• Narrative reports detailing campaign successes &amp; challenges</li> </ul>
ARMC Annual Status Report	Annual report to cover the progress of stated outcomes: <ul style="list-style-type: none"> <li>• reducing absenteeism in schools</li> <li>• providing education to families</li> </ul> reducing utilization in the emergency department relating to asthma illnesses	December 2024	Annually	N/A	Upload an annual report covering the progress of stated outcomes & the success & challenges.

Data Type:	Quantitative & Qualitative	
Reporting Period:	Monthly, Quarterly & Annually	Due: By the 15 <sup>th</sup> of the following month



FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

FISCAL YEAR: 2024-2025

<b>ORGANIZATION:</b>	Arrowhead Regional Medical Center	<b>DIRECTOR:</b>	Brandy Arthur	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Asthma Prevention and Treatment Program	<b>PROGRAM DIRECTOR:</b>	Webster Wong, MD (Program Director)	<b>TOTAL BUDGET:</b>	\$ 603,217
<b>INITIATIVE:</b>	Children's Health	<b>FINANCE OFFICER:</b>	Jeff Emery	<b>RFP/CONTRACT #:</b>	HW059 A2

LINE	BUDGET CATEGORY		FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION / JUSTIFICATION
I.	SALARIES & BENEFITS		A	B	C	D	E	F	G	H	I	J
1	Brandy Arthur	AHA, Ambulatory Care	0.02	93.82	50	39%	4,691	1,829	6,520	271,252	2%	Represents, organizes and directs all clinical and administrative aspects of the Asthma Prevention and Treatment Program. Oversees all of the regulatory and compliance matters. The other 98% of the FTE is paid by ARMC.
2	Jeannae Brooks	Healthcare Program Administrator	0.33	52.53	690	46%	36,246	16,673	52,919	159,523	33%	Oversees daily operations and overall program growth to include reaching out to potential new sites and adding to program. The other 66% of the FTE is paid by ARMC
3	Karl Peterson	RCP II	0.48	41.50	1000	58%	41,500	24,070	65,570	136,386	48%	Assess each patients physical condition. Evaluate all pertinent testing results in order to evaluate outcomes and adjust respiratory care to achieve patient care goals by providing treatment focused evaluation. The other 52% of the FTE is paid by ARMC
4	Josie Mancillas	RCP II	0.48	41.50	1000	62%	41,500	25,730	67,230	139,838	48%	Assess each patients physical condition. Evaluate all pertinent testing results in order to evaluate outcomes and adjust respiratory care to achieve patient care goals by providing treatment focused evaluation. The other 52% of the FTE is paid by ARMC
5	Nancy Glaab	LVNII	0.48	29.35	1000	69%	29,350	20,252	49,602	103,171	48%	Evaluate all pertinent testing results in order to evaluate outcomes with patient care team. Administer necessary and ordered testing per provider. The other 52% of the FTE is paid by ARMC
6	In Recruitment	LVNII	0.48	25.69	1000	56%	25,690	14,386	40,076	83,359	48%	Evaluate all pertinent testing results in order to evaluate outcomes with patient care team. Administer necessary and ordered testing per provider. The other 52% of the FTE is paid by ARMC
7	In Recruitment	Clinician Assistant	0.48	20.75	1000	59%	20,750	12,243	32,993	68,624	48%	Establish and promote positive interpersonal relations, greet, interact, offer assistance, answer questions, and register patients. The other 52% of the FTE is paid by ARMC
8	In Recruitment	Clinician Assistant	0.48	20.75	1000	59%	20,750	12,243	32,993	68,624	48%	Establish and promote positive interpersonal relations, greet, interact, offer assistance, answer questions, and register patients. The other 52% of the FTE is paid by ARMC
9	New Position	Staff Analyst I	0.48	36.95	1000	51%	36,950	18,845	55,795	116,053	48%	Prepares various reports, records and correspondence for tracking of patient data. Assists and prepares in preparation of grant data. Updates and sends data for First 5 and ARMC statistics.The other 52% of the FTE is paid by ARMC
10	Director of Marketing	Justine Rodriguez	0.02	67.24	50	63%	3,362	2,118	5,480	227,970	2%	Develops and executes marketing plan to promote Ashtma Prevention and Treatment services. The other 98% of the FTE is paid by ARMC.
11	John Cadavona	Supv. RT Practitioner	0.48	50.85	1000	51%	50,850	25,934	76,784	159,710	48%	Oversees daily operations, staffing, staff development, and evaluation of all patient care activities to include clinic schedules. The other 52% of the FTE is paid by ARMC.
Total Salaries & Benefits							\$ 311,639	\$ 174,321	\$ 485,960	\$ 1,534,511		

**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET**



**FISCAL YEAR:** 2024-2025

<b>ORGANIZATION:</b>	Arrowhead Regional Medical Center	<b>DIRECTOR:</b>	Brandy Arthur	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Asthma Prevention and Treatment Program	<b>PROGRAM DIRECTOR:</b>	Webster Wong, MD (Program Director)	<b>TOTAL BUDGET:</b>	\$ 603,217
<b>INITIATIVE:</b>	Children's Health	<b>FINANCE OFFICER:</b>	Jeff Emery	<b>RFP/CONTRACT #:</b>	HW059 A2

II. SERVICES & SUPPLIES					
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1	PROGRAM MATERIALS AND SUPPLIES	0%	\$ 740	Medical Supplies: Metered Dose Inhaler Spacers, Peak Flow Meters, Skin Prick Test Allergy Testing Materials, Filters for Spirometric Pulmonary Function Testing, Pharmaceuticals, Scales, Blood Pressure Cuffs, PPE.	
2	PRINTING	0%	\$ 1,150	Brochures and Fliers	
3	OFFICE SUPPLIES	0%	\$ 230	Office Supplies, forms, paper, printers, printer toner, and envelopes	
4	BUILDING/EQUIPMENT MAINTENANCE	1%	\$ 6,394	Minor Equipment, Equipment Repairs and Services. Motorpool: Equipment Repairs, Maintenance, Annual Insurance Premiums, Fuel. Vehicle Repairs (Tires, Skylight replacement/resealing, Generator repair and service.	
5	UTILITIES	0%	\$ 740	Database Management, Stastitcal Reporting, Mobile Phones, Routers, and VPN	
6	PROFESSIONAL SERVICES/CONSULTANTS	10%	\$ 61,750	Medical Direction and Staff for Clinical Operation: Arrowhead Pediatric Medical Group provides for the necessary medical staffing (Nurse Practitioners) to support Asthma Prevention and Treatment Program services. Medical Director also provides medical oversight to the clinical staff. Provider support at two Nurse Practitioners = \$37,050. Medical Director oversight is calculated at \$24,700.	
7	DIGITAL MARKETING CAMPAIGN	7%	\$ 44,774	Marketing and outreach through appropriate digital channels, including streaming, billboards, and other digital channels, as well as photography and video resources.	
Total Services & Supplies			\$ 115,778		
III. INDIRECT COSTS					
	Percent:		\$ 1,479	Financial services, grant oversight, grant reporting, and administrative functions which accounts for approximately 0.25% of the total grant funding	
	Basis:				
Total Indirect Costs			\$ 1,479		
<b>TOTAL FIRST 5 BUDGET</b>			\$ 603,217		



Program Outline Document 2024-2025

**AGENCY INFORMATION**

**Contract #:** HW059 A2

**Legal Entity:** San Bernardino County

**Dept./Division:** Arrowhead Regional Medical Center

**Project Name:** Asthma Prevention and Treatment Program

**Program Site Address:** 400 North Pepper Avenue  
Colton, CA 92324

**Client Referral Phone #:** 909-498-6277 /  
909-213-3341

**CONTACT INFORMATION**

**SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE**

**Name:** Dawn Rowe **Title:** Chair, Board of Supervisors

**Address:** 385 North Arrowhead Avenue, 5<sup>th</sup>  
Floor  
San Bernardino, CA 92415-0130 **Direct Phone #:** 909-387-4855

**E-Mail:** Dawn.Rowe@bos.sbcounty.gov **Fax #:** 909-387-3018

**CONTRACT REPRESENTATIVE**

**Name:** Brandy Arthur **Title:** Associate Hospital  
Administrator-Ambulatory Care

**Address:** 400 North Pepper Avenue  
Colton, CA 92324 **Direct Phone #:** 909-580-6145

**E-Mail:** [arthurb@armc.svbcounty.gov](mailto:arthurb@armc.svbcounty.gov) **Fax #:** 909-580-6196

**PROGRAM CONTACT**

**Name:** Jeannae Brooks **Title:** Healthcare Program  
Administrator

**Address:** 16888 Baseline Avenue  
Fontana, CA 92336 **Direct Phone #:** 909-347-1762

**E-Mail:** [brooksje@armc.sbcounty.gov](mailto:brooksje@armc.sbcounty.gov) **Fax #:** 909-580-6196

**FISCAL CONTACT**

**Name:** Pennie Taylor **Title:** Accountant

**Address:** 400 North Pepper Avenue  
Colton, CA 92324 **Direct Phone #:** 909-580-1190

**E-Mail:** [MoralesCe@armc.sbcounty.gov](mailto:MoralesCe@armc.sbcounty.gov) **Fax #:** 909-580-1190

**ADDITIONAL CONTACT (Describe):** Choose an item.

**Name:** John Cadavona **Title:** Mobile Clinic Manager

**Address:** 400 North Pepper Avenue  
Colton, CA 92324 **Direct Phone #:** 909-580-3202

**E-Mail:** [cadavonaj@armc.sbcounty.gov](mailto:cadavonaj@armc.sbcounty.gov) **Fax #:** 909-580-3220

**PROGRAM INFORMATION**

**TYPE OF AGENCY:** Government Agency **Describe:** County

**PROGRAM DESCRIPTION**

The Asthma Prevention and Treatment Program supports improved health outcomes for children 0-5 assisting parents/caregivers in navigating & receiving appropriate services for asthma this comprehensive service reduces absenteeism in schools, provides education to families & reduces utilization in the emergency department relating to asthma illnesses for children 0-5.

**REGION**

Countywide

**STRATEGIC PRIORITY AREA & GOAL**

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

**ASSIGNED ANALYST:** Robert Mente

**ASSIGNED ACCOUNTANT:** Ileana Conley

**ASSIGNED EVALUATOR:** Ray Salamat

**PROCUREMENT TYPE:**  Competitive  Non-Competitive Sole Source

<b>CONTRACT AMOUNT</b>			
<b>Fiscal Year</b>	<b>Original Amount</b>	<b>Amendment Amount</b>	<b>Total</b>
2020-2021	\$362,179	\$0	\$362,179
2021-2022	\$362,179	\$0	\$362,179
2022-2023	\$362,179	\$0	\$362,179
2023-2024	\$0	\$549,349	\$549,349
2024-2025	\$0	\$603,217	\$603,217
<b>Total</b>			<b>\$2,239,103</b>





**AGENDA ITEM 2**  
**June 5, 2024**

<b>Subject</b>	Contract Amendment EC044 A2 American Academy of Pediatrics Reach Out and Read Inland Empire.
<b>Recommendation</b>	Approve Amendment A2 for Contract EC044 with American Academy of Pediatrics, District IX, Chapter 2 for \$462,800 for Fiscal Years 2024-2026 resulting in a cumulative total of \$930,561 for the Reach Out and Read Inland Empire to promote early literacy in pediatric care region-wide. (Presenter: Robert Mente, Staff Analyst II, 909.386.7706).
<b>Financial Impact</b>	\$462,800 for Fiscal Year 2024-2026.

<b>Background Information</b>	<p>Contract Amendment EC044 A2 with American Academy of Pediatrics (AAP), District IX, Chapter 2 will extend the contract term for two years (Fiscal Year 2024-2026) and will continue to preserve, and promote early literacy, family bonding, and school readiness in pediatric exam rooms across the region. The following are the goals and objectives for this contract term:</p> <ul style="list-style-type: none"><li>• Activate 20 new sites in San Bernadino County (totaling 75 sites).</li><li>• Create an additional 15 Reach Out and Read (ROR) Reading Corners in pediatrics waiting rooms of active sites.</li><li>• Reach a 95% training rate for active sites including 20 new sites.</li><li>• Distribute 32,320 books annually to active pediatric sites.</li><li>• Conduct three Parent/Provider Workshops.</li></ul>
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Reach Out and Read (ROR) is an evidence-based intervention that has been shown to have a significant impact on parental behavior and attitudes towards reading aloud. Research indicates that literacy-promoting interventions by a pediatrician using the ROR model can result in increased reading to young children, as well as an increase in the number of books brought into the home.

In September 2022, the Commission approved Contract EC044 with AAP ROR-IE for the Fiscal Year 2022-2023 to promote early literacy in pediatric exam rooms region-wide. In 2023, the Commission approved Amendment EC044 A1 to extend for one fiscal year through June 30, 2024.

Pending Commission approval, Contract EC044 A2 will continue to sustain the operations, vision, and mission of the AAP ROR-IE.

Approval of this amendment supports the following Strategic Priority Areas (SPAs) in the Commission's 2023-2028 Strategic Plan:

- **Early Learning:**
  - Quality early learning can be accessed and utilized by families.
  - Early learning providers receive training and support to provide high-quality learning opportunities to children.
  - School readiness is promoted through increasing access to early literacy support and materials.
- **Family Supports:**

- 
- Families are connected to services that support children’s development and parent/caregiver resiliency.
  - Families are connected to resources that support their caregiving skills and social/family engagement.
- 

**Review**

Dawn Martin, Commission Counsel

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<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments</b> :
<b>Witnessed:</b>

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

<i>FOR COMMISSION USE ONLY</i>				
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 10011724	<b>S</b> <b>C</b>	Dept. 903	<b>A</b> Contract Number EC044 A2
Organization Children and Families Commission			Contractor's License No.	
Commission Representative Cindy Faulkner, Assistant Director		Telephone 909-386-7706		Total Contract Amount \$930,561
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				
If not encumbered or revenue contract type, provide reason: _____				
Commodity Code 95200	Contract Start Date August 1, 2022	Contract End Date June 30, 2026	Original Amount \$467,761	Amendment Amount \$462,800
Cost Center 9033009900		53003357	Internal Order No. 1006511	Amount \$230,300
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use Reach Out and Read Inland Empire		Estimated Payment Total by Fiscal Year		
		FY	Amount	I/D
		24-25	\$230,300	
		25-26	\$232,500	

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)

American Academy of Pediatrics, District IX, Chapter 2

Department/Division

Address

P.O. Box 9412

Pasadena, CA 91109

Phone

(818) 422-9877

Federal ID No.

23-7311839

Program Address (if different from legal address):

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

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

**A. Contract Amount**

The maximum amount of reimbursement under this Contract shall not exceed \$930,561 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 the Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

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

Fiscal Year 2022-23 \$ 236,112 August 1, 2022 through June 30, 2023  
Fiscal Year 2023-24 \$ 231,649 July 1, 2023 through June 30, 2024  
Fiscal Year 2024-25 \$ 230,300 July 1, 2024 through June 30, 2025  
Fiscal Year 2025-26 \$ 232,500 July 1, 2025 through June 30, 2026

\_\_\_\_\_  
Initial Here

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

A. This Contract is effective as of August 1, 2022, and expires June 30, 2026, but may be terminated earlier by provisions of paragraph below or Section VII of this Contract.

\_\_\_\_\_  
Initial Here

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

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*continued on next page*

**ATTACHMENTS**

Attachment A – Amended Work Plan for FY 2024-2026

Attachment B – Amended Program Budget for FY 2024-2025 & FY 2025-2026

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

CHILDREN & FAMILIES COMMISSION FOR  
SAN BERNARDINO COUNTY

AMERICAN ACADEMY OF PEDIATRICS  
DISTRICT IX, CHAPTER 2

Legal Entity

▶ \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Elliot Weinstein M.D.  
Printed Name

\_\_\_\_\_  
Commission Chair  
Title

\_\_\_\_\_  
Dated

▶ \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Tomas Torices M.D.  
Printed Name

\_\_\_\_\_  
Executive Director  
Title

\_\_\_\_\_  
Dated

Official Stamp

Reviewed for Processing

▶ \_\_\_\_\_  
Cindy Faulkner  
Assistant Director

\_\_\_\_\_  
Date

Approved as to Legal Form

▶ \_\_\_\_\_  
Dawn Martin  
Commission Counsel

\_\_\_\_\_  
Date

Presented to Commission for  
Signature

▶ \_\_\_\_\_  
Karen E. Scott  
Executive Director

\_\_\_\_\_  
Date



<b>Agency Name:</b>	American Academy of Pediatrics	<b>Contract # EC044 A2</b>	<b>Service Area:</b>	San Bernardino County-wide
<b>Program Name:</b>	Reach Out and Read Inland Empire		<b>Period:</b>	July 1, 2024 – June 30, 2026

<b>Expectations</b>	To promote early literacy, family bonding, and school readiness in pediatric exam rooms. Reach Out and Read (ROR) is a national research-based model incorporated into clinical settings that provides well-child visits for children from birth to 5 years of age. Developmental surveillance is happening while a book is given to children and families along with anticipatory guidance and our program staff advise pediatricians and supporting staff on how to operate with high-fidelity, provide resources that can be disbursed to communities, increase awareness about the American Academy of Pediatrics- California Chapter 2 Reach Out and Read Inland Empire (ROR-IE) program and ultimately expand sites in San Bernardino County to ensure that every child is read to every day.
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<b>Outcomes</b>	Comprehensive expansion by training more providers, increasing distribution, involving more families, optimizing marketing/visibility, and continuing sustainability efforts that lead to the enhancement and continuous success of the program.
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Objective Goal/Measure	Activity/Description	Activity Dosage/Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
Activate 20 new sites in San Bernardino County (Totaling 75 sites)	Program expansion: To increase the number of qualified sites that participate in the ROR-IE program giving more children a chance to receive a book and provide guidance for families on the importance of reading aloud.	This activity is performed by program staff daily	Monthly	<ul style="list-style-type: none"> <li>Aggregate data entry</li> <li>Upload an Excel sheet                             <ul style="list-style-type: none"> <li>the number of new sites</li> <li>area codes</li> <li>Number of books provided</li> </ul> </li> </ul>	Report any successes and/or challenges.
Create 15 ROR Reading Corners in Pediatric Waiting Rooms of Active Sites	Program Promotion: Set up reading corners in waiting areas of healthcare facilities, creating inviting spaces for children and families to engage in reading activities. Having ROR in the front & back end of a clinic setting enhances the opportunities for families to learn the benefits of early childhood literacy outside of their well-child visit and provides additional access to reading time.	This activity is performed by staff monthly	Quarterly	<ul style="list-style-type: none"> <li>Aggregate data entry</li> <li>Upload an Excel sheet                             <ul style="list-style-type: none"> <li>Number of new reading corners added</li> <li>Zip code</li> </ul> </li> </ul>	Report any additional resources other than books provided (rugs, posters, bookmarks, etc.), feedback from the providers, families we receive, etc.
Reach a 95% training rate for active sites	Program implementation: having sites fully trained increases the likelihood that ROR-IE is running with high	This activity is performed by program staff daily	Monthly	<ul style="list-style-type: none"> <li>Aggregate data entry</li> <li>Upload an Excel sheet                             <ul style="list-style-type: none"> <li>the number of contacts trained.</li> </ul> </li> </ul>	Report any successes and/or challenges.

<p>(Including the 20 new sites FY24-26)</p>	<p>fidelity and provides a foundation of knowledge for sites to set them up for greater success.</p> <ul style="list-style-type: none"> <li>This will exceed National standards by 20%, ensuring that all ROR programs are optimized for success and improved distribution rates</li> </ul> <p>Calculated by: The total number of required contacts at active sites who have completed training is divided by the total number of contacts required to complete training.</p>			<ul style="list-style-type: none"> <li>Overall percentage of total contacts trained.</li> </ul>	
<p>Distribute 32,320 books annually to active pediatric sites</p>	<p>Program Implementation: Provide at least 32,320 age-appropriate books during well-child visits, ensuring consistent access to reading materials. 1 book is given during each well child visit.</p> <ul style="list-style-type: none"> <li>The data collected from sites we provide funding for books shows there were at least 23,316 well-child visits in 2023. (This number excludes Kaiser Permanente because they have a book funding plan built into their healthcare system. We only provide them resources and technical support)</li> <li>The additional 9,000 books we plan to distribute will come from the sites we</li> </ul>	<p>This activity is performed by program staff daily</p>	<p>Monthly</p>	<ul style="list-style-type: none"> <li>Aggregate data</li> <li>Upload an Excel sheet             <ul style="list-style-type: none"> <li>the number of books purchased</li> <li>the number of books distributed to the clinic</li> <li>age range of books provided (0-6 months, 6 months – 5 years old)</li> <li>site’s zip code</li> </ul> </li> </ul>	<p>Report any successes and/or challenges.</p>

	propose to add during the FY				
Submit 2 clinic success stories each year	Program Promotion: this will allow the opportunity for an in-depth look into the success and activities happening in San Bernardino County and highlight the benefits of the work done throughout the ROR-IE program. As program staff continues to support sites, these stories will be compiled and shared in local media outlets.	This activity will be performed by program staff semi-annually	Semi-Annually	N/A	A success story highlighting a new site that is doing well, sites that have done well advocating within their clinics, and large book distribution numbers or healthcare systems. A PDF document of 1-2 pages (picture included) will be submitted.
Provide ROR-IE updates for AAP Advisory Committee.	Program Governance and Advocacy: The AAP-CA2 holds quarterly board meetings to allow participating members to learn more about the chapter, and its programs, and discuss legislation/best practices. ROR-IE will update on book distribution, program progress, sustainability efforts, and upcoming program goals during the meetings for feedback and shared resources to expand opportunities to get involved in the program as medical champions.	This activity is performed by staff quarterly	Quarterly	<ul style="list-style-type: none"> <li>Document Upload in Persimmony                             <ul style="list-style-type: none"> <li>Meeting Minutes</li> </ul> </li> </ul>	Meeting minutes for each board meeting will be provided. A PDF document detailing meeting minutes (provided by AAP-CA2) will be submitted.
Conduct 3 Parent/Provider Workshops	Community Engagement: Organize workshops that connect parents to their providers. Staff will educate parents and caregivers on the benefits of reading to their children and provide tips for effective reading practices and how to utilize ROR-IE resources provided.	This activity is performed by staff quarterly	Semi-Annually	Aggregated data to be entered in Persimmony <ul style="list-style-type: none"> <li>Number of people in attendance</li> <li>Zip codes for those in attendance</li> </ul>	A workshop agenda, summary of event, and supplemental feedback will be provided



<p>Seek 2 additional funding opportunities for ROR-IE.</p>	<ul style="list-style-type: none"> <li>Partnerships with Local Businesses: Collaborate with local bookstores, libraries, and businesses to sponsor or host reading events. Establish partnerships with corporate sponsors interested in supporting educational initiatives.</li> <li>Community Fundraising Events: Organize fundraising events, such as literacy walks or storytelling festivals.</li> <li>Host charity dinners or events with proceeds going towards sustaining the program.</li> <li>Grant Applications: Research and apply for grants from foundations, governmental agencies, and philanthropic organizations that support literacy and education.</li> </ul> <p>Corporate Sponsorships: Seek partnerships with corporations that align with the program's values, encouraging them to sponsor specific activities or provide in-kind donations.</p>	<p>This activity is performed by program staff daily</p>	<p>Semi-Annually</p>	<p>N/A</p>	<p>A summary of additional funding sought or obtained for the ROR-IE program. A PDF document will be uploaded with a summary of types of funding, amounts, and dates.</p>
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<p>Data Type:</p>	<p>Quantitative &amp; Qualitative</p>	
<p>Reporting Period:</p>	<p>Monthly, Quarterly, and Simi-Annually</p>	<p>Due: By the 15<sup>th</sup> of the following month</p>



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

**2024-2025**

<b>ORGANIZATION:</b>	American Academy of Pediatrics CA 2	<b>DIRECTOR:</b>	Tomas Torices	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	AAP-CA2 Reach Out and Read Inland Empire	<b>PROGRAM DIRECTOR:</b>	Delesa Barnes	<b>TOTAL BUDGET:</b>	\$ 230,300
<b>INITIATIVE:</b>	Reach Out and Read	<b>FINANCE OFFICER:</b>	Edward Tagge	<b>RFP/CONTRACT #:</b>	EC044 A2

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Tomas Torices	Chapter Executive Director	0.20	57.69	416	20%	23,999	4,800	28,799	143,994	20%	The AAP-CA2 executive director oversees the programs financial operations, attends meetings , and supervises the Reach Out and Read program coordinator
2	Delesa Barnes	Program Coordinator	0.50	28.85	1040	20%	30,004	6,001	36,005	72,010	50%	The Reach Out and Read program coordinator will support all contractual requirements to provide literacy promotion and programmatic support at pediatric offices throughout San bernardino County, complete financial reporting, attend meetings, program advocacy, marketing/outreach, and coordinate strategic programmatic efforts. Works closely with the administrative assistant and executive director.
3	William Barboza	Administrative Assistant	0.25	21.00	520	20%	10,920	2,184	13,104	52,416	25%	The Reach Out and Read administrative assistant will provide administrative support for the program coordinator and chapter executive director as needed. Tasks generally include maintaining and reporting records, managing the company CRM, attending/scheduling meetings, and communicating with providers to provide technical support.
<b>Total Salaries &amp; Benefits</b>							\$ 64,923	\$ 12,985	\$ 77,908	\$ 268,420		



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

<b>ORGANIZATION:</b>	American Academy of Pediatrics	<b>DIRECTOR:</b>	Tomas Torices	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	AAP-CA2 Reach Out and Read Inla	<b>PROGRAM DIRECTOR:</b>	Delesa Barnes	<b>TOTAL BUDGET:</b>	\$ 230,300
<b>INITIATIVE:</b>	Reach Out and Read	<b>FINANCE OFFICER:</b>	Edward Tagge	<b>RFP/CONTRACT #:</b>	EC044 A2

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1 Books for Pediatric Well-Child Visits	49%	112,250	The costs of books for the reach out and read program. In the 23-24 FY our active sites reported 23,316 well-child visits (wcv). We intend to add 12 new sites , averaging 1000 wcv's each- bringing the total to 35,316 anticipated books needed. The average cost per book is \$3.50 (a 75 cents increase from previous years to adjust for inflated costs). < 35,316 x \$3.50 = \$123,606. This budget will cover a 90% distribution rate for one high-quality, age-appropriate book to be given at each anticipated wcv. 90% of \$123,606 is \$112,245.40	
2 Program Materials and Incentives	1%	3,450	Items directly related to the implementation and advocacy of the Reach Out and Read program (including recognition plaques, certificates, ROR goodie bags, gift boxes) and resources to enhance support of literacy rich waiting rooms/clinical sites (including framed posters bookcases, rugs, seating, educational books and toys.)	
3 Advertisements/Marketing	1%	3,000	Estimate for marketing and advertising placement in local digital, print, and radio media (specifically in San Bernardino County)	
4 Printing	2%	4,000	Cost of printing business cards, information packets, brochures, flyers, postcards, invitations, and Reach Out and Read program resources for sites like bookmarks, posters, milestone charts, etc.	
5 Postage	1%	1,500	Estimate for postage costs associated with shipping to addresses in San Bernardino county. This includes direct shipping, stamps, mailing labels, envelopes, boxes P.O. box fees, etc.	
6 Software Subscriptions	1%	1,800	Estimate for software subscriptions to maintain and advance program functionality. Examples: Squarespace, Adobe, Microsoft, Calendly, Jotform, etc.	
7 Office Supplies	0%	600	Estimate for office supplies needed in the administrative components for overall operation of the program. Includes items such as pens, copy paper, folders, printer ink, etc.	
8 Office Equipment	0%	600	Estimate for necessary office equipment. Includes items such as computers, furniture, cameras, cords, leasing of equipment, etc.	



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

<b>ORGANIZATION:</b>	American Academy of Pediatrics	<b>DIRECTOR:</b>	Tomas Torices	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	AAP-CA2 Reach Out and Read Inland Empire	<b>PROGRAM DIRECTOR:</b>	Delesa Barnes	<b>TOTAL BUDGET:</b>	\$ 230,300
<b>INITIATIVE:</b>	Reach Out and Read	<b>FINANCE OFFICER:</b>	Edward Tagge	<b>RFP/CONTRACT #:</b>	EC044 A2

9	Facility Rental	0%	900	Estimate to cover 50% of the \$141 per month fee for the ROR-IE storage facility that holds donated books, posters, office supplies, equipment and additional resources used to operate the program.
10	Utilities	1%	1,200	Estimate to cover costs for program phone lines and 1 wi-fi hotspot to provide internet access during site visits
11	Professional Services/Consultants	0%	600	Covers costs associated with hiring media, business, marketing, or other industry professional consultants to support ROR program objectives and operations
12	ROR Affiliate Shared Services Payment	2%	5,000	ROR National's Business Model bills affiliates for shared costs associated with the infrastructure and support provided to the affiliates. The shared cost is based on the affiliate's total operational budget minus book expenses
13	Employee Mileage/Travel	1%	1,602	the IRS mileage rate. Mileage will include travel to active and prospective sites, meetings, ROR storage facility to pick up resources, to pick up/deliver mail from the ROR P.O. box, and all other travel related to the
14	Reach Out and Read Inland Empire Gatherings	0%	700	Estimation to rent a space and all other costs associated with hosting workshops and or parent/provider social events
Total Services & Supplies			\$ 137,202	

<b>III. FOOD</b>				
	Event(s):		<b>TOTAL F5SB BUDGET (\$)</b>	<b>Description/Justification:</b>
1	Reach Out and Read Inland Empire Gatherings		1,000	Estimated costs to purchase food/caterer for ROR workshops and/or gatherings hosted
2	Food for Meetings/Site Visits		500	Estimated costs for food provided at meetings or during site visits
Total Food			\$ 1,500	

<b>IV. TRAVEL</b>				
	Destination:	Purpose:	<b>TOTAL F5SB BUDGET (\$)</b>	<b>Description/Justification:</b>
1	TBD	2025 Reach Out and Read Leadership Conference	\$ 2,000.00	Date and location of the annual ROR leadership conference have yet to be announced. This covers conference registration fees, airfare, ground transportation, lodging, and meals



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

<b>ORGANIZATION:</b>	American Academy of Pediatrics	<b>DIRECTOR:</b>	Tomas Torices	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	AAP-CA2 Reach Out and Read Inla	<b>PROGRAM DIRECTOR:</b>	Delesa Barnes	<b>TOTAL BUDGET:</b>	\$ 230,300
<b>INITIATIVE:</b>	Reach Out and Read	<b>FINANCE OFFICER:</b>	Edward Tagge	<b>RFP/CONTRACT #:</b>	EC044 A2
	Total Travel		\$ 2,000.00		
<b>V.</b>	<b>SUBCONTRACTORS</b>				
	Organization Name:		<b>TOTAL F5SB BUDGET (\$)</b>	<b>Description/Justification:</b>	
1					
	Total Subcontractors		\$ -		
<b>VI.</b>	<b>INDIRECT COSTS</b>				
	Percent:	15% of salaries	\$ 11,690		
	Basis:	monthly			
	Total Indirect Costs		\$ 11,690		
<b>TOTAL FIRST 5 BUDGET</b>			\$ 230,300		



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

**2025-2026**

<b>ORGANIZATION:</b>	American Academy of Pediatrics CA 2	<b>DIRECTOR:</b>	Tomas Torices	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	AAP-CA2 Reach Out and Read Inland Empire	<b>PROGRAM DIRECTOR:</b>	Delesa Barnes	<b>TOTAL BUDGET:</b>	\$ 232,500
<b>INITIATIVE:</b>	Reach Out and Read	<b>FINANCE OFFICER:</b>	Edward Tagged	<b>RFP/CONTRACT #:</b>	EC044 A2

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name:										
1	Tomas Torices Chapter Executive Director/Project Manager	0.20	57.69	416	20%	23,999	4,800	28,799	143,994	20%	The AAP-CA2 executive director will be the project manager and supervise the Reach Out and Read SB Program Coordinator
2	Delesa Barnes Program Coordinator	0.50	28.85	1040	20%	30,004	6,001	36,005	72,010	50%	The ROR-IE program coordinator will provide literacy promotion through pediatricians offices at children's well-child visits (ages birth to 5 years) throughout San Bernardino County. A portion of benefits will be paid as a stipend to the program coordinator to purchase health insurance and retirement benefits.
3	William Barboza Administrative Assistant	0.25	21.00	520	20%	10,920	2,184	13,104	52,416	25%	The ROR-IE Administrative Assistant will provide administrative support for the program coordinator and chapter executive director as needed. Tasks generally include composing newsletters, maintaining and reporting key data points, communicating with clinicians and providing technical support.
<b>Total Salaries &amp; Benefits</b>						<b>\$ 64,923</b>	<b>\$ 12,985</b>	<b>\$ 77,908</b>	<b>\$ 268,420</b>		



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

<b>ORGANIZATION:</b>	American Academy of Pediatrics	<b>DIRECTOR:</b>	Tomas Torices	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	AAP-CA2 Reach Out and Read Inla	<b>PROGRAM DIRECTOR:</b>	Delesa Barnes	<b>TOTAL BUDGET:</b>	\$ 232,500
<b>INITIATIVE:</b>	Reach Out and Read	<b>FINANCE OFFICER:</b>	Edward Tagged	<b>RFP/CONTRACT #:</b>	EC044 A2

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1 Books for Pediatric Well-Child Visits	48%	112,750	In the 23-24 Fiscal year, our clinics (excluding Kaiser whom has their own funding plan for books in place) reported 23,316 well-child visits. With the expectation of adding an additional 12 clinics to the program each holding at least 1,000 well-child visits in the 24-25 FY, the total number of anticipated well-child visits was 35,316 books distributed in the 24-25 FY. That budget proposal covered a 90% distribution rate (industry avg. is 85%) for a high-quality, age-appropriate book to be given at every well-child visit held at active sites with the new national average cost per book of \$3.50 (up \$0.75 from years past due to inflation). 35,316 x \$3.50 = \$123,606. 90% of \$123,606 = \$112,245.40	
2 Program Materials and Incentives	1%	3,450	Items directly related to the implementation and advocacy of the Reach Out and Read Program (include recognition plaques, certificates, ROR goodie bags, gift boxes) and resources to enhance support for literacy rich waiting room/and clinician sites (including framed posters, bookcases, rugs, seating, educational books and toys).	
3 Advertisements/Marketing	1%	3,000	Estimate for marketing and advertising placement in local digital, print, and radio media (specifically in San Bernardino County)	
4 Printing	2%	4,000	Cost of printing business cards, information packets, brochures, flyers, postcards, invitations and Reach Out and Read program supports such as bookmarks, posters, milestone charts, etc.	
5 Postage	1%	2,000	Estimate for postage costs for shipping to addresses in San Bernardino County . This includes direct shipping, stamps, mailing labels, envelopes, boxes, p.o box fee, etc.	
6 Software Subscriptions	1%	1,800	Estimate for software and subscriptions to maintain and advance program functionality. Examples: Squarespace, Adobe, Microsoft, Calendly, JotForm, etc.	



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

<b>ORGANIZATION:</b>	American Academy of Pediatrics	<b>DIRECTOR:</b>	Tomas Torices	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	AAP-CA2 Reach Out and Read Inland Empire	<b>PROGRAM DIRECTOR:</b>	Delesa Barnes	<b>TOTAL BUDGET:</b>	\$ 232,500
<b>INITIATIVE:</b>	Reach Out and Read	<b>FINANCE OFFICER:</b>	Edward Tagged	<b>RFP/CONTRACT #:</b>	EC044 A2

7	Office supplies	0%	618	Estimate for office supplies needed in the administrative components for overall operation of the program. Includes items such as pens, copy paper, folders, printer ink, etc.
8	Office Equipment	0%	600	Estimate for necessary office equipment. Includes items such as computers, furniture, cameras, cords, leasing of equipment, etc.
9	Facility Rental	0%	1,000	\$141 per month for the ROR-IE storage facility that holds donated books, posters, folders, equipment, and additional resources that are distributed to active and potentially active sites on a daily basis. Expense is for 50% of the storage costs.
10	Utilities	1%	1,200	\$100 in maximum allowable expenses for the ROR-IE phone lines and 1 mobile hotspots that provide internet during site visits
11	Professional Services/Consultants	0%	800	Covers costs associated with hiring media, business, marketing, or other industry professional consultants to support ROR program objectives and operations
12	ROR Affiliate Shared Services Payment	2%	5,000	ROR National's Business Model bills Affiliates for shared costs associated with the infrastructure and support provided to the Affiliates. The shared cost is based on the Affiliates' total operation budget minus book expenses
14	Employee Mileage/Travel	1%	1,600	Estimation for 200 miles driven in San Bernardino County per month for 1 year at the IRS mileage rate. Mileage will include travel to active and prospective sites, meetings, ROR storage facility to pick up resources, and to pick up/deliver mail from the ROR P.O. Box
15	Reach Out and Read Inland Empire Gatherings	0%	700	Estimation for the cost to rent a space and all other cost associated with hosting workshops and or parent/pediatrician social events
Total Services & Supplies			\$ 138,518	

**III. FOOD**

Event(s):	<b>TOTAL F5SB BUDGET (\$)</b>	Description/Justification:
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**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2025-2026**

<b>ORGANIZATION:</b>	American Academy of Pediatrics	<b>DIRECTOR:</b>	Tomas Torices	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	AAP-CA2 Reach Out and Read Inland Empire	<b>PROGRAM DIRECTOR:</b>	Delesa Barnes	<b>TOTAL BUDGET:</b>	\$ 232,500
<b>INITIATIVE:</b>	Reach Out and Read	<b>FINANCE OFFICER:</b>	Edward Tagged	<b>RFP/CONTRACT #:</b>	EC044 A2

1	Food For Classes/Meetings/Site Visits	700	Estimated cost for food provided at meetings or ROR events hosted
2	Reach Out and Read Inland Empire Gatherings	1,000	Estimated cost for purchase of food/caterer for ROR workshops and/or gatherings hosted
	<b>Total Food</b>	<b>\$ 1,700</b>	

<b>IV. TRAVEL</b>				
	<b>Destination:</b>	<b>Purpose:</b>	<b>TOTAL F5SB BUDGET (\$)</b>	<b>Description/Justification:</b>
1	TBD	2026 Reach Out and Read Leadership Conference	2,500	Date and location of the annual ROR leadership conference have yet to be announced, This covers leadership conference registration fees, airfare for 2, ground transportation, lodging, and meals.
	<b>Total Travel</b>		<b>\$ 2,500.00</b>	

<b>V. SUBCONTRACTORS</b>			
	<b>Organization Name:</b>	<b>TOTAL F5SB BUDGET (\$)</b>	<b>Description/Justification:</b>
1			
	<b>Total Subcontractors</b>	<b>\$ -</b>	

<b>VI. INDIRECT COSTS</b>			
	<b>Percent:</b>	15% of Salaries and Benefits	11,874
	<b>Basis:</b>	monthly	
	<b>Total Indirect Costs</b>		<b>\$ 11,874.00</b>

<b>TOTAL FIRST 5 BUDGET</b>		<b>\$ 232,500</b>	
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## Program Outline Document 2024-2026

### AGENCY INFORMATION

		<b>Contract #:</b>	EC044 A2
<b>Legal Entity:</b>	American Academy of Pediatrics, District IX, Chapter 2		
<b>Dept./Division:</b>	_____		
<b>Project Name:</b>	Reach Out and Read Inland Empire		
<b>Program Site Address:</b>	P.O. Box 907 Rialto, CA 92377	<b>Client Referral Phone #</b>	909-709-1441

### CONTACT INFORMATION

#### SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

<b>Name:</b>	Tomas Torices, MD	<b>Title:</b>	Executive Director
<b>Address:</b>	P.O. Box 9412 Pasadena, CA 91109	<b>Direct Phone #:</b>	818-422-9877
<b>E- Mail:</b>	Chapter2@aapca2.org; ttorices.aap@gmail.com	<b>Fax #:</b>	818-838-1987

#### CONTRACT REPRESENTATIVE

<b>Name:</b>	Grant Christman, MD	<b>Title:</b>	AAP-CA2 President
<b>Address:</b>	P.O. Box 94127 Pasadena, CA 91109	<b>Direct Phone #:</b>	310-738-2249
<b>E- Mail:</b>	gchristman@chla.usc.edu	<b>Fax #:</b>	N/A

#### PROGRAM CONTACT

<b>Name:</b>	Delesa Barnes	<b>Title:</b>	Program Coordinator
<b>Address:</b>	P.O. Box 907 Rialto, CA 92377	<b>Direct Phone #:</b>	(909) 709 - 1441
<b>E- Mail:</b>	dbarnes@aapca2.org	<b>Fax #:</b>	N/A

#### FISCAL CONTACT

<b>Name:</b>	Mitchell Goldstein, MD	<b>Title:</b>	AAP-CA2 Treasurer
<b>Address:</b>	11175 Campus Street, CP 11121 Loma Linda, CA 92354	<b>Direct Phone #:</b>	909-257-8573
<b>E-Mail:</b>	MGoldstein@llu.edu	<b>Fax #:</b>	909-558-0298

#### ADDITIONAL CONTACT (Describe): Choose an item.

<b>Name:</b>	Melissa Ruiz, MD	<b>Title:</b>	Vice President
<b>Address:</b>	300 Hillmont Ave Ventura, CA 93003	<b>Direct Phone #:</b>	626-755-3647
<b>E-Mail</b>	ruizmj@gmail.com	<b>Fax #:</b>	N/A

**PROGRAM INFORMATION**

**TYPE OF AGENCY** Private Entity/Institution

**Describe:** Non Profit

**PROGRAM DESCRIPTION**

Reach Out and Read is a research-proven, nonprofit school readiness program based in health centers and hospitals. At every well-child visit, pediatricians give advice and guidance to parents on reading aloud to their young children and give them an age-appropriate book to take home.

**REGIONS**

County Wide

**STRATEGIC PRIORITY AREA & OBJECTIVES**

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

**ASSIGNED ANALYST:** Robert Mente

**ASSIGNED ACCOUNTANT:** Willmar Gultom

**ASSIGNED EVALUATOR:** TBD

**PROCUREMENT TYPE:**

Competitive

Non-Competitive  
Selected

There are special conditions justifying the direct selection of this entity and there is an ongoing, successful relationship with this entity.

<b>CONTRACT AMOUNT</b>			
<b>Fiscal Year</b>	<b>Original Amount</b>	<b>Amendment Amount</b>	<b>Total</b>
<b>2022-2023</b>	\$236,112		
<b>2023-2024</b>		\$ 231,649	
<b>2024-2025</b>		\$230.300	
<b>2025-2026</b>		\$232,500	
<b>Total</b>			<b>\$930,561</b>



**AGENDA ITEM 3**  
**June 5, 2024**

<b>Subject</b>	Contract Amendment IC053 A2 with Health Management Associates, Inc.
<b>Recommendation</b>	Approve Amendment A2 for Contract IC053 with Health Management Associates, Inc., to increase the amount by \$130,914 for a cumulative total of \$274,784 for Fiscal Year 2024-2025 to continue to facilitate collaborative focused outcomes to improve child health and provide technical assistance to address issues related to Medi-Cal financing and requirements. (Presenter: Ronnie Robinson, Staff Analyst II, 909.386.7706)
<b>Financial Impact</b>	\$130,914 for Fiscal Year 2024-2025

**Background Information**

In September 2023, the Commission approved contract IC053 with Health Management Associates, Inc (HMA). HMA is a leading independent consulting firm that provides support and advice to healthcare and social service providers, payers, government policymakers, and other stakeholders. HMA has successfully addressed a wide range of healthcare issues, collaborating with federal, state, and local government agencies, health systems, health plans, providers, foundations, investors, community organizations, and associations to drive change. HMA has also provided successful support to multiple First 5 county commissions throughout California.

In April 2024, the Commission approved contract IC053 A1, a no-cost extension for HMA, to complete compiling the data received through a six-month landscape analysis. This data drove a prioritized set of recommended strategies for First 5 San Bernardino (F5SB). HMA intended to impact and improve the quality of pediatric care for Medi-Cal beneficiaries, which includes a high-level implementation plan.

HMA has conducted two strategic planning sessions with stakeholders in child-serving areas across the county to date. Stakeholders provided feedback through surveys and interviews, which informed the development of recommended strategies for F5SB. During the planning sessions, stakeholders strongly emphasized the necessity of continued collaborative discussions focused on children's health, driven by comprehensive data analysis.

HMA's efforts have led to highly positive outcomes, enabling the identification of partner-driven strategies specifically designed to enhance the health status of children. In this regard, HMA has developed a high-level implementation plan that clearly outlines a range of recommended strategies. This plan serves as a roadmap for steering collaborative efforts toward achieving desired results.

Pending Commission approval, HMA will provide the following deliverables:

HMA will facilitate a collaborative focused on improving child health outcomes co-sponsored by First 5 San Bernardino and Inland Empire Health Plan (IEHP). HMA will base the collaborative work on the completed planning and anticipated roadmap, HMA will:

- Engage leadership in quarterly meetings (two of which will be in person) to report out, monitor progress, and make decisions to advance the roadmap.

- 
- Facilitate progress on specific workstreams through regular (anticipated monthly except in months with leadership meetings). These workgroup meetings will include collaborative and other members tasked with driving specific initiatives.
  - Provide overall project management and technical assistance support to F5SB and IEHP to address specific issues related to Medi-Cal financing, contractual requirements, and related program issues.

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

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

**Review**

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Dawn Martin, Commission Counsel

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<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>

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

<i>FOR COMMISSION USE ONLY</i>						
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 10013141	<b>SC</b>	Dept. 903	<b>A</b>		
Organization Children and Families Commission			Contract Number IC053 A2			
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706	Total Contract Amount \$274,784		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code 95200	Contract Start Date Sept 1, 2023	Contract End Date June 30, 2025	Original Amount \$143,870	Amendment Amount \$130,914		
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1000731	Amount \$130,914		
Cost Center		GL Account	Internal Order No.			
Cost Center		GL Account	Internal Order No.	Amount		
Abbreviated Use <u>Data-Informed System Building</u>	Estimated Payment Total by Fiscal Year					
	FY	Amount	I/D	FY	Amount	I/D
	FY 24-25	\$130,914				

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

Legal Name (hereinafter called the Contractor)

Health Management Associates, Inc.

Department/Division

Address

2501 Woodlake Circle, Suite 100

Okemos, MI 48864

Phone

(517) 482-9236

Federal ID No.

38-2599727

Program Address (if different from legal address):

**IT IS HEREBY AGREED AS FOLLOWS:  
AMENDMENT NO. 2**

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$274,784 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

**Auditor-Controller/Treasurer Tax Collector Use Only**

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

Fiscal Year 2023-24 \$ 143,870 September 13, 2023 through March 31, 2024  
Fiscal Year 2024-25 \$ 130,914 July 1, 2024 through June 30, 2025

\_\_\_\_\_  
Initial Here

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

A. This Contract is effective as of September 13, 2023, and expires June 30, 2025, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

\_\_\_\_\_  
Initial Here

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

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*continued on next page*



**ATTACHMENTS**

Attachment A – Amended Work Plan for FY 24-25

Attachment B – Amended Program Budget for FY 24-25

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

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

**HEALTH MANAGEMENT ASSOCIATES, INC.**  
Legal Entity

▶ \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Elliot Weinstein M.D.  
Printed Name

\_\_\_\_\_  
Commission Chair  
Title

\_\_\_\_\_  
Dated

▶ \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Kelly Johnson  
Printed Name

\_\_\_\_\_  
Chief Administrative Officer  
Title

\_\_\_\_\_  
Dated

Official Stamp

Reviewed for Processing

▶ \_\_\_\_\_  
Cindy Faulkner  
Assistant Director

\_\_\_\_\_  
Date

Approved as to Legal Form

▶ \_\_\_\_\_  
Dawn Martin  
Commission Counsel

\_\_\_\_\_  
Date

Presented to Commission for  
Signature

▶ \_\_\_\_\_  
Karen E. Scott  
Executive Director

\_\_\_\_\_  
Date



<b>Agency Name:</b> Health Management Associates, Inc. (HMA)	<b>Contract #:</b> IC053 A2	<b>Service Area:</b> Countywide
<b>Program Name:</b> Data Informed Systems Building - Health		<b>Period:</b> July 1, 2024 – June 30, 2025

<b>Expectations</b>	<b>Project management:</b> HMA will continue facilitating a collaborative effort to improve child health outcomes, co-sponsored by First 5 San Bernardino and IEHP. In addition, HMA will provide overall project management support to First 5 San Bernardino and IEHP and technical assistance to address specific issues related to Medi-Cal financing, contractual requirements, and related program issues.				
<b>Outcomes</b>	Based on the completed planning work and anticipated roadmap, HMA will facilitate a process that: <ul style="list-style-type: none"> <li>Engages leadership in quarterly meetings (two of which will be in person) to report out, monitor progress, and make decisions to advance the roadmap.</li> <li>Facilitate progress on specific workstreams through regular (anticipated monthly except in months with leadership meetings). These workgroup meetings will include collaborative and other members tasked with driving specific initiatives.</li> </ul>				
Objective Goal/Measure	Activity/Description	Activity Dosage/ Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
Project Management	Ensure smooth communication, collaboration, and timely execution of all activities and deliverables.	July 2024 – June 2025	Monthly	N/A	Upload PDF documents of progress Monthly status report & Biweekly project check-ins
Convene and facilitate county-wide collaboration focused on improving child health outcomes.	<ul style="list-style-type: none"> <li>Design, plan, coordinate, and facilitate quarterly collaborative agendas (2 in-person, 4 hours per meeting, and two virtual, 90 minutes per meeting)</li> <li>Develop background materials, as appropriate.</li> <li>Monitor and elevate existing and potential data initiatives throughout the county.</li> <li>Strategy meetings with First 5 SB and IEHP to design and plan collaborative priorities</li> </ul>	July 2024 – June 2025	Monthly	N/A	Upload PDF documents of progress for Collaborative meeting schedule, agenda, and related materials.
Convene and facilitate specific workstreams to implement specific initiatives outlined in the anticipated roadmap.	Design, plan, coordinate, and facilitate workgroup agendas (assumes three workstreams, eight meetings per workstream)	May – October 2024	Monthly	N/A	Upload PDF documents of progress for: <ul style="list-style-type: none"> <li>Workgroup meeting schedule, agenda, and related materials</li> <li>Detailed workplan by workstream, sequencing key activities, timeline, roles and responsibilities of collaborative members and others as needed</li> </ul>

Data Type:	Quantitative & Qualitative
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Reporting Period:	monthly	Due: By the 15 <sup>th</sup> of the following month
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<b>Agency Name:</b>	Health Management Associates, Inc.	<b>Service Area:</b> Countywide
<b>Program Name:</b>	Strategic Plan Implementation	<b>Period:</b> July 1, 2024 – June 30, 2025

**Proposed Scope:**

HMA will continue to facilitate a collaborative focused on improving child health outcome co-sponsored by First 5 San Bernardino and IEHPs. Based on the completed planning work and anticipated roadmap, HMA will facilitate a process that:

- Engages leadership in quarterly meetings (two of which will be in person) to report out, monitor progress, and makes decisions to advance the roadmap
- Facilitates progress on specific workstreams through regular (anticipated monthly except in months with leadership meetings). These workgroup meeting will include collaborative and other members tasked with driving specific initiatives.

In addition, HMA will provide overall project management support to First 5 San Bernardino and IEHP as well as technical assistance to address specific issues related to Medi-Cal financing, contractual requirements, and related program issues.

**TABLE 1 SCOPE OF WORK**

<b>Task</b>	<b>Timeline</b>	<b>Deliverable</b>	<b>Estimated Hours</b>	<b>Estimated Fees</b>
<b>Project Management</b> <ul style="list-style-type: none"> <li>• Ensure smooth communication, collaboration, and timely execution of all activities and deliverables</li> </ul>	July 2024 – June 2025	<ul style="list-style-type: none"> <li>• Monthly status report</li> <li>• Biweekly project check-ins</li> </ul>	22	\$ 8,680
<b>Convene and facilitate county-wide collaborative focused on improving child health outcomes</b> <ul style="list-style-type: none"> <li>• Design, plan, coordinate, and facilitate quarterly collaborative agendas (2 in-person, 4 hours per meeting and 2 virtual, 90 minutes per meeting)</li> <li>• Develop background materials, as appropriate</li> </ul>	July 2024 – June 2025	<ul style="list-style-type: none"> <li>• Collaborative meeting schedule, agenda, and related materials</li> </ul>	129	\$42,695

Task	Timeline	Deliverable	Estimated Hours	Estimated Fees
<ul style="list-style-type: none"> <li>Monitor and elevating existing and potential data initiatives throughout the county</li> <li>Strategy meetings with First 5 SB and IEHP to design and plan collaborative priorities</li> </ul>				
<p><b>Convene and facilitate specific workstreams to implement specific initiatives outlined in the anticipated roadmap</b></p> <ul style="list-style-type: none"> <li>Design, plan, coordinate, and facilitate workgroup agendas (assumes 3 workstreams, 8 meetings per workstream)</li> </ul>	May – October 2024	<ul style="list-style-type: none"> <li>Workgroup meeting schedule, agenda, and related materials</li> <li>Detailed workplan by workstream, sequencing key activities, timeline, roles and responsibilities of collaborative members and others as needed</li> </ul>	116	\$39,960
Provide technical assistance to First 5 San Bernardino and IEHP, as needed, to address specific issues related to Medi-Cal financing, contractual requirements, and related program issues.		To be determined	83	\$29,245
<b>Total hours</b>			<b>350</b>	<b>\$120,580</b>
<b>Travel labor for Two In-Person Meetings</b>			<b>36</b>	<b>\$7,890</b>
<b>Estimated Expenses for Two In-Person Meetings</b> , including airfare (\$900), mileage (\$764), hotels (\$600), and meals (\$180)				<b>\$2,444</b>
<b>Total not to Exceed</b>				<b>\$130,914</b>

**PROJECT FEES**

The services described above will be provided on a time-and-materials basis. In addition, all out-of-pocket expenses will be reimbursed. Professional hourly rates will be billed as indicated in Table 1. Project fees will not be incurred beyond this amount without your prior approval and a written amendment to this agreement signed by both parties. Finally, we will submit invoices monthly for services provided in the previous month. These invoices will be payable upon receipt.

**TABLE 2. PROFESSIONAL HOURLY RATES**

Title	2024-25 Professional Hourly Rates	2024-25 Travel Time Rates
Physician Principal	\$470	\$235
Managing Principal/Director	\$410	\$205
Principal	\$405	\$203
Associate Principal	\$365	\$183
Senior Consultant	\$325	\$163
Consultant	\$230	\$115
Research Associate	\$175	\$88
Administrative, Clerical, and Support Staff	\$110	N/A

HMA billing rates increase on January 1 of each calendar year unless agreed otherwise in writing. There will be no increase on the 2024 professional fees for 2025 for this project only.

# ATTACHMENT C

## Campaign Contribution Disclosure (SB 1439)

### DEFINITIONS

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

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

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

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

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

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

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

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

Company Name	Relationship
HMA Holding Corporation	Parent Company

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Health Management Associates, Inc.	Robyn Odendahl	
Health Management Associates, Inc.	Christina Altmayer	

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):
<u>N/A</u>		
<u>N/A</u>		

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
Health Management Associates, Inc.	Kaya Tith
Health Management Associates, Inc.	Liz Arjun
Health Management Associates, Inc.	Alyse Schonfeld

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

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

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

10. Name of Commission member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

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



# Program Outline Document 2024-2025

## AGENCY INFORMATION

Contract #: IC053 A2

Legal Entity: Health Management Associates, Inc.

Dept./Division: \_\_\_\_\_

Project Name: Data-Informed System Building

Program Site Address: \_\_\_\_\_ Client Referral Phone #: \_\_\_\_\_

## CONTACT INFORMATION

### SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Kelly Johnson Title: Chief Administrative Officer

Address: 2501 Woodlake Circle, Suite 100 Direct Phone #: (517) 482-9236  
Okemos, MI 48864

E-Mail: [contracts@healthmanagement.com](mailto:contracts@healthmanagement.com) Fax #: \_\_\_\_\_

### CONTRACT REPRESENTATIVE

Name: Jeffrey M. DeVries Title: Contracts Senior Director

Address: 2501 Woodlake Circle, Suite 100 Direct Phone #: (517) 318-4817  
Okemos, MI 48864

E-Mail: [jdevries@healthmanagement.com](mailto:jdevries@healthmanagement.com) Fax #: (517) 482-0920

### PROGRAM CONTACT

Name: Christina Altmayer Title: Managing Principal

Address: 2501 Woodlake Circle, Suite 100 Direct Phone #: (213) 314-9104  
Okemos, MI 48864

E-Mail: [caltmayer@healthmanagement.com](mailto:caltmayer@healthmanagement.com) Fax #: \_\_\_\_\_

### FISCAL CONTACT

Name: Becky Reffitt Title: Revenue Director

Address: 2501 Woodlake Circle, Suite 100 Direct Phone #: (517) 318-4826  
Okemos, MI 48864

E-Mail: [brefitt@healthmanagement.com](mailto:brefitt@healthmanagement.com) Fax #: \_\_\_\_\_

### ADDITIONAL CONTACT (Describe): Choose an item.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: For Staff Analyst use only. Direct Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax #: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## PROGRAM INFORMATION

TYPE OF AGENCY Private Entity/Institution Describe: For Profit

**PROGRAM DESCRIPTION**

HMA will facilitate a collaborative focused on improving child health outcomes co-sponsored by First 5 San Bernardino and IEHP. HMA will base the collaborative work on the completed planning work and anticipated roadmap, HMA will facilitate a process that:

**REGION**  
San Bernardino County

- Engages leadership in quarterly meetings (two of which will be in person) to report out, monitor progress, and make decisions to advance the roadmap.
- Facilitate progress on specific workstreams through regular (anticipated monthly except in months with leadership meetings). These workgroup meetings will include collaborative and other members tasked with driving specific initiatives.

In addition, HMA will provide overall project management support to First 5 San Bernardino and IEHP as well as technical assistance to address specific issues related to Medi-Cal financing, contractual requirements, and related program issues.

**STRATEGIC PRIORITY AREA & GOAL**

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

**ASSIGNED ANALYST:** Ronnie Robinson

**ASSIGNED ACCOUNTANT:** Ileana Conley

**ASSIGNED EVALUATOR:** Wendy Lee

**PROCUREMENT TYPE:**

Competitive

Non-Competitive  
Sole Source

<b>CONTRACT AMOUNT</b>			
<b>Fiscal Year</b>	<b>Original Amount</b>	<b>Amendment Amount</b>	<b>Total</b>
<b>2023-2024</b>	\$143,870		\$143,870
<b>2024-2025</b>		\$130,914	\$130,914
<b>Total</b>			<b>\$274,784</b>



**AGENDA ITEM 4**  
**June 5, 2024**

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<b>Subject</b>	Contract Amendment IC054 A1 with Health Management Associates, Inc.
<b>Recommendation</b>	Approve Amendment A1 for Contract IC054 with Health Management Associates, Inc. for \$59,363 for 2024-2025 for a cumulative total of \$162,313 to advance an integrated home visiting service system for families in San Bernardino County for one additional year. (Presenter: Dr. Wendy Lee, Psy.D., Section Manager, Evaluation and Impact, 909.386.7707)
<b>Financial Impact</b>	\$59,363 for Fiscal Year 2024-2025.

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**Background Information** On January 3, 2023, First 5 California (F5CA) announced the release of the Regional Technical Assistance for Home Visiting Coordination and Integration Request for Applications (RFA). Regional Technical Assistance for Home Visiting Coordination and Integration aims to empower counties to continue their work, creating a sustainable, unified system that supports families with home visiting services to support family well-being and maximize available funding to serve more families. F5CA chose Health Management Associates, Inc (HMA) to provide Regional Technical Assistance.

On January 11, 2024, the Commission approved Contract IC054 with HMA to build upon the Home Visiting System work thus far, solidifying the development of the San Bernardino County (SBC) Home Visiting System (HVS), and continuing the momentum with partners and stakeholders for SBC HVS.

HMA is a preeminent, independent consulting firm that supports and advises healthcare and social service providers, payers, government policymakers, and other stakeholders. As trusted advisors, HMA has successfully supported multiple First 5 county commissions throughout California. HMA offers insights and technical assistance gained from real-world experience and ongoing work on the cutting edge of healthcare and social service reform and improvement. HMA can assist First 5 San Bernardino (F5SB) develop a comprehensive strategy to expand access and engagement in home visiting services.

Pending Commission approval, HMA will assist F5SB in enhancing and supporting system development for SBC HVS.

HMA will continue to support F5SB in the following ways:

- Leveraging partners' investments in home visiting and related early intervention to maximize opportunities for all families to benefit from home visiting services.
- Increasing families' access and acceptance to prevention and early intervention services by diversifying and increasing the platforms for engagement.
- Develop strategies to blend and braid multiple funding sources to create a sustainable system.

Approval of this Amendment supports the following Strategic Priority Areas (SPAs) in the with the Commission's 2023-2028 Strategic Plan:

- **Family Supports:**

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

**Review**

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Dawn Martin, Commission Counsel

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<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>

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

FOR COMMISSION USE ONLY						
<input checked="" type="checkbox"/>	New Change Cancel	Vendor Code 10013141	<b>SC</b>	Dept. 903	<b>A</b>	Contract Number <b>IC054 A1</b>
Organization Children and Families Commission					Contractor's License No.	
Commission Representative Cindy Faulkner, Assistant Director				Telephone 909-386-7706		Total Contract Amount \$162,313
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code 95200	Contract Start Date January 11, 2024	Contract End Date June 30, 2025	Original Amount \$102,950	Amendment Amount \$59,363		
Cost Center 9033009900		GL Account 53003357	Internal Order No.	Amount \$59,363		
Cost Center		GL Account	Internal Order No.			
Cost Center		GL Account	Internal Order No.	Amount		
Abbreviated Use <u>Home Visiting System Building</u>		Estimated Payment Total by Fiscal Year				
		FY	Amount	I/D	FY	Amount
		FY24-25	\$59,363	---	---	---
		---	---	---	---	---

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

Legal Name (hereinafter called the Contractor)

Health Management Associates, Inc.

Department/Division

Address

2501 Woodlake Circle, Suite 100

Okemos, MI 48864

Phone

(517) 482-9236

Federal ID No.

38-2599727

Program Address (if different from legal address):

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

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 162,313 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

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

Fiscal Year 2023-24 \$ 102,950 January 11, 2024 through June 30, 2024  
Fiscal Year 2024-25 \$ 59,363 July 1, 2024 through June 30, 2025

\_\_\_\_\_  
Initial Here

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

A. This Contract is effective as of January 11, 2024, and expires June 30, 2025, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

\_\_\_\_\_  
Initial Here

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

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*continued on next page*



**ATTACHMENTS**

Attachment A – Amended Work Plan for FY24-25

Attachment B – Amended Program Budget for FY24-25

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

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

**HEALTH MANAGEMENT ASSOCIATES, INC.**  
Legal Entity

▶ \_\_\_\_\_  
Authorized Signature

Elliot Weinstein M.D.  
Printed Name

Commission Chair  
Title

\_\_\_\_\_  
Dated

▶ \_\_\_\_\_  
Authorized Signature

Kelly Johnson  
Printed Name

Chief Administrative Officer  
Title

\_\_\_\_\_  
Dated

Official Stamp

Reviewed for Processing

▶ \_\_\_\_\_  
Cindy Faulkner  
Assistant Director

\_\_\_\_\_  
Date

Approved as to Legal Form

▶ \_\_\_\_\_  
Dawn Martin  
Commission Counsel

\_\_\_\_\_  
Date

Presented to Commission for  
Signature

▶ \_\_\_\_\_  
Karen E. Scott  
Executive Director

\_\_\_\_\_  
Date



<b>Agency Name:</b> Health Management Associates, Inc.	<b>Contract #</b> IC054 A1	<b>Service Area:</b> Countywide
<b>Program Name:</b> Home Visiting System Building		<b>Period:</b> January 2024 – June 2025

<b>Expectations</b>	<b>Project Management:</b> HMA’s approach to project management emphasizes accountability, frequent contact with the client project manager, early identification of project risks and constraints, and strategies for proactively countering potential obstacles to project progress. The following project plan will be discussed, detailed, and confirmed with the F5SB project team.
<b>Outcomes</b>	<ul style="list-style-type: none"> <li>• Leveraging partners’ investments in home visiting and related early intervention to maximize opportunities for all families to benefit from home visiting services.</li> <li>• Increasing families’ access and acceptance to prevention and early intervention services by diversifying and increasing the platforms for engagement.</li> <li>• Develop strategies to blend and braid multiple funding sources to create a sustainable system.</li> </ul>

Objective Goal/ Measure	Activity/ Description	Activity Dosage/ Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
<b>Workstream One:</b> Develop landscape analysis	<ul style="list-style-type: none"> <li>• Review prior landscape analysis and analyze available data from First 5 and county public health to understand current services, models, and funding.</li> <li>• Gather input from FSSB, El Sol, and other key partners.</li> <li>• Develop landscape report.</li> </ul>	Jan – May 2024	Monthly	Report meeting Monitoring	Upload PDF documents of Landscape report and meeting materials (agendas, PowerPoint decks, and associated tools) for each session.
<b>Workstream Two:</b> Convene partners around a common vision	Convene and facilitate 15 (Monthly, April 2024-June 2025) planning sessions with partners, including: <ul style="list-style-type: none"> <li>• Scheduling and preparation</li> <li>• Facilitation</li> <li>• Follow-up</li> </ul> Sessions will focus on identifying the current challenges of the system, setting a vision for the system, and setting year-one priorities and long-term goals.	Feb 2024 – June 2025	Monthly	N/A	Upload PDF Summary of meeting materials (agendas, PowerPoint decks, and associated tools) for each session.
<b>Workstream Three:</b> Evaluate data needs and resources.	Task 1: Assess current data collection resources. Task 2: Summarize findings and recommendations for expanding data infrastructure	May – October 2024	Monthly	N/A	Upload PDF Summary of data collection resources
<b>Workstream Four:</b> Evaluate potential resources to provide the backbone system infrastructure.	Task 1: Define backbone function options and recommendations. Task 2: Develop implementation strategy and timeline. Task 3: Provide coaching and technical assistance to support the organization stepping into this role	April 2024 – June 2025	Monthly	N/A	Upload PDF: <ul style="list-style-type: none"> <li>• Summary of recommendations and options</li> <li>• Facilitated sessions</li> <li>• Infrastructure workplan and timeline</li> </ul>

					<ul style="list-style-type: none"> <li>• TBD based on identified technical assistance needs</li> <li>• Collaborative workplan to support organization stepping into backbone function for FY25-26.</li> </ul>
<b>Project Management</b>	<p>Ensure smooth communication, collaboration, and timely execution of all activities and deliverables.</p> <ul style="list-style-type: none"> <li>• Kickoff meeting and prep</li> <li>• Regular bi-weekly check-in meetings with First 5 SB team</li> <li>• Written status updates</li> <li>• Other project management tasks, as needed</li> </ul>	January 2024 – June 2025	Monthly	N/A	<p>Upload PDF:</p> <ul style="list-style-type: none"> <li>• Kickoff meeting agenda and materials</li> <li>• Check-in meeting agendas and notes</li> <li>• Monthly project status updates</li> </ul>

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

HMA Updated Scope of Work and Budget  
As of April 2024

<b>Agency Name:</b>	Health Management Associates, Inc.	<b>Service Area:</b> Countywide
<b>Program Name:</b>	Home Visiting System Building	<b>Period:</b> January 2024 – June 2025

<b>Expectations</b>	Project Management: HMA's approach to project management emphasizes accountability, frequent contact with the client project manager, early identification of project risks and constraints, and strategies for proactively countering potential obstacles to project progress. The following project plan will be discussed, detailed, and confirmed with the F5SB project team.
<b>Outcomes</b>	<ul style="list-style-type: none"> <li>• Leveraging partners' investments in home visiting and related early intervention to maximize opportunities for all families to benefit from home visiting services.</li> <li>• Increasing families' access and acceptance to prevention and early intervention services by diversifying and increasing the platforms for engagement.</li> </ul> <p>Developing strategies to blend and braid multiple funding sources to create a sustainable system.</p>

<b>Workstream</b>	<b>Activity/Description</b>	<b>Timeline</b>	<b>Deliverables</b>	<b>Total Hours</b>	<b>Professional Fees</b>
Workstream One: Develop landscape analysis	<ul style="list-style-type: none"> <li>• Review prior landscape analysis and analyze available data from First 5 and county public health to understand current services, models, and funding.</li> <li>• Gather input from FSSB, El Sol, and other key partners.</li> <li>• Develop landscape report.</li> </ul>	January – May 2024	<ul style="list-style-type: none"> <li>• Landscape Report</li> </ul>	52	\$18,572
Workstream Two: Convene partners around a common vision	<ul style="list-style-type: none"> <li>• Convene and facilitate 15 (Monthly, April 2024-June 2025) planning sessions with partners, including:                             <ul style="list-style-type: none"> <li>○ Scheduling and preparation</li> <li>○ Facilitation</li> <li>○ Follow-up</li> </ul> </li> </ul> <p>Sessions will focus on identifying current challenges of the system, setting a vision for the system, and setting year one priorities and long-term goals</p>	April 2024 – June 2025	<ul style="list-style-type: none"> <li>• Meeting materials (agendas, PowerPoint decks, and associated tools) for each session</li> </ul>	190	\$70,105
Workstream Three: Evaluate data needs and resources.	<ul style="list-style-type: none"> <li>• Task 1: Assess current data collection resources.</li> <li>• Task 2: Summarize findings and recommendations for expanding data infrastructure</li> </ul>	May – October 2024	<ul style="list-style-type: none"> <li>• Summary of data collection resources</li> </ul>	50	\$18,055

<b>Workstream</b>	<b>Activity/Description</b>	<b>Timeline</b>	<b>Deliverables</b>	<b>Total Hours</b>	<b>Professional Fees</b>
Workstream Four: Evaluate potential resources to provide the backbone system infrastructure.	<ul style="list-style-type: none"> <li>Task 1: Define backbone function options and recommendations.</li> <li>Task 2: Develop implementation strategy and timeline.</li> <li>Task 3: Provide coaching and technical assistance to support the organization stepping into this role</li> </ul>	April 2024 – June 2025	<ul style="list-style-type: none"> <li>Summary of recommendations and options</li> <li>Facilitated sessions</li> <li>Infrastructure workplan and timeline</li> <li>TBD based on identified technical assistance needs</li> <li>FY25-26 Collaborative workplan to support organization stepping into backbone function</li> </ul>	86	\$31,393
Project Management	Ensure smooth communication, collaboration, and timely execution of all activities and deliverables. <ul style="list-style-type: none"> <li>Kickoff meeting and prep</li> <li>Regular bi-weekly check-in meetings with First 5 SB team</li> <li>Written status updates</li> <li>Other project management tasks, as needed</li> </ul>	January 2024 – June 2025	<ul style="list-style-type: none"> <li>Kickoff meeting agenda and materials</li> <li>Check-in meeting agendas and notes</li> <li>Monthly project status updates</li> </ul>	40	\$14,188
<b>Total Hours &amp; Fees</b>				418	\$152,313
<b>Estimated Expenses (not to exceed)</b>					\$10,000
<b>TOTAL</b>					\$162,313
<b>Proposed Increased for FY 2024/25</b>					\$59,363



## Program Outline Document 2023-2024

### AGENCY INFORMATION

Contract #: IC054 A1

Legal Entity: Health Management Associates, Inc.

Dept./Division: \_\_\_\_\_

Project Name: Home Visiting System Building

Program Site: N/A

Client Referral Phone #: N/A

Address: \_\_\_\_\_

### CONTACT INFORMATION

#### SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Kelly Johnson

Title: Chief Administrative Officer

Address: 120 North Washington Square, Suite 705  
Lansing, MI 48933

Direct Phone #: (517) 482-9236

E-Mail: [contracts@healthmanagement.com](mailto:contracts@healthmanagement.com)

Fax #: \_\_\_\_\_

#### CONTRACT REPRESENTATIVE

Name: Jeffrey M. DeVries

Title: Contracts Senior Director

Address: 120 North Washington Square, Suite 705  
Lansing, MI 48933

Direct Phone #: (517) 318-4817

E-Mail: [jdevries@healthmanagement.com](mailto:jdevries@healthmanagement.com)

Fax #: (517) 482-0920

#### PROGRAM CONTACT

Name: Christina Altmayer

Title: Managing Principal

Address: 120 North Washington Square, Suite 705  
Lansing, MI 48933

Direct Phone #: (213) 314-9104

E-Mail: [caltmayer@healthmanagement.com](mailto:caltmayer@healthmanagement.com)

Fax #: \_\_\_\_\_

#### FISCAL CONTACT

Name: Becky Reffitt

Title: Revenue Director

Address: 120 North Washington Square, Suite 705  
Lansing, MI 48933

Direct Phone #: (517) 318-4826

E-Mail: [brefitt@healthmanagement.com](mailto:brefitt@healthmanagement.com)

Fax #: \_\_\_\_\_

#### ADDITIONAL CONTACT (Describe): Choose an item.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: For Staff Analyst use only.

Direct Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax #: \_\_\_\_\_

**PROGRAM INFORMATION**

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

**PROGRAM DESCRIPTION**

HMA’s approach to project management emphasizes accountability, frequent contact with the client project manager, early identification of project risks and constraints, and strategies for proactively countering potential obstacles to project progress.

**REGION**  
San Bernardino County

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

**ASSIGNED ANALYST:** Wendy Lee

**ASSIGNED ACCOUNTANT:** Hope Lowenstein

**ASSIGNED EVALUATOR:** Wendy Lee

**PROCUREMENT TYPE:**  Competitive  Non-Competitive Sole Source

**CONTRACT AMOUNT**

Fiscal Year	Original Amount	Amendment Amount	Total
2023-2024	\$102,950	\$0	\$102,950
2024-2025	\$0	\$59,363	\$59,363
<b>Total</b>			<b>\$162,313</b>



**AGENDA ITEM 5**  
**June 5, 2024**

<b>Subject</b>	Quality Start San Bernardino Contracts
<b>Recommendations</b>	<p>Approve the following contract amendments for implementation of Quality Start San Bernardino for Fiscal Year 2024-2025:</p> <ol style="list-style-type: none"><li>San Bernardino County Superintendent of Schools, Amendment A3 for Contract EC038 for \$261,419 resulting a cumulative total of \$1,249,994 for administrative services; and</li><li>University Enterprises Corporation/California State University, San Bernardino, Amendment A3 for Contract EC039 for \$403,942 resulting in a cumulative total of \$2,189,936 to enhance higher education opportunities in early care and education and conduct site assessments; and</li><li>Child Care Resource Center, Amendment A3 for Contract EC040 for \$1,801,917 resulting in a cumulative total of \$8,391,392 for outreach &amp; enrollment, coordination of quality improvement services, program evaluation and professional development.</li></ol> <p>(Presenter: Erika Willhite, Staff Analyst II, 909.386.7706)</p>
<b>Financial Impact</b>	\$2,467,277 for Fiscal Year 2024-2025
<b>Background Information</b>	<p>First 5 San Bernardino (F5SB) has contracted with San Bernardino County Superintendent of Schools (SBCSS), California State University San Bernardino (CSUSB), and Child Care Resource Center (CCRC) to implement Quality Start San Bernardino (QSSB) since 2015. The proposed contract amendments to the three contracts will extend the contract term one additional year for 2024-2025.</p> <p>QSSB is supported through several funding streams, including Quality Counts California (QCC) administered by the California Department of Social Services and IMPACT Legacy administered by First 5 California. The Commission approved the receipt of \$2,261,330 for QCC on May 8, 2024. With input from QSSB Operating Partners and Steering Committee, F5SB submitted the QCC Quality Improvement (QI) grant application on April 11, 2024. The Commission approved the receipt of \$2,261,330 for QCC on May 8, 2024.</p> <p>To date, QSSB has accomplished the following:</p> <ul style="list-style-type: none"><li>Collectively identified additional staff members within each agency to interact as Steering Committee, Operational, and Organizational leads within the QSSB system.</li><li>Operational leads implemented process improvements to the QSSB system, refined the data collection system, and implemented a communications plan.</li><li>Adopted a Strategic Plan, which includes an Equity Statement and Framework</li><li>All partners engage in continuous outreach to providers, community members, and parents of San Bernardino to promote quality within early childhood education.</li></ul> <p>Pending Commission approval of the recommended contracts, QSSB services will continue to be provided by the following organizations for Fiscal Year 2024-2025:</p>



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

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

**Early Learning**

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

**Family Support**

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

**Review**

Dawn Martin, Commission Counsel

<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>

**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 50000014	<b>SC</b>	Dept. 903	<b>A</b>
Contract Number <b>EC038 A3</b>				Contractor's License No.
Organization Children and Families Commission				Contractor's License No.
Commission Representative Cindy Faulkner, Assistant Director		Telephone 909-386-7706		Total Contract Amount \$1,249,994
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				
If not encumbered or revenue contract type, provide reason: _____				
Commodity Code 95200	Contract Start Date July 1, 2020	Contract End Date June 30, 2025	Original Amount \$988,575	Amendment Amount \$261,419
Cost Center 9034009900		GL Account 53003357	Internal Order No. 3000115	Amount \$261,419
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use San Bernardino County QSSB Operation Lead	FY 24-25	Estimated Payment Amount \$261,419	I/D	Total by Fiscal Year FY Amount I/D

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

Legal Name (hereinafter called the Contractor)  
San Bernardino County Superintendent of Schools  
 Department/Division  
Early Education and Development Department  
 Address  
601 North E Street  
San Bernardino, CA 92415  
 Phone  
(909) 386-2701  
 Federal ID No.  
95-6000931

Program Address (if different from legal address):  
 \_\_\_\_\_  
 \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:  
AMENDMENT NO. 2**

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$1,249,994, of which \$ 373,330 may be federally funded, for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as

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

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 2020-21	\$ <u>255,324</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>255,732</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>255,798</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>221,721</u>	July 1, 2023 through June 30, 2024
Fiscal Year 2024-25	\$ <u>261,419</u>	July 1, 2024 through June 30, 2025

Initial Here

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

E. Single Audit

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

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

US Department of Health and Human Services:

Number 93.575      Child Care and Development Fund

Federal Funding Apportionment

Fiscal Year 2020-21	\$ <u>53,918</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>97,989</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>85,616</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>64,087</u>	July 1, 2023 through June 30, 2024
Fiscal Year 2024-25	\$ <u>71,720</u>	July 1, 2024 through June 30, 2025

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

A. This Contract is effective commencing July 1, 2020, and expires June 30, 2025, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

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

**ATTACHMENTS**

Attachment A – Amended Work Plan for FY 24-25

Attachment B – Amended Program Budget for FY 24-25

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

CHILDREN & FAMILIES COMMISSION FOR  
SAN BERNARDINO COUNTY

\_\_\_\_\_



Authorized Signature

Elliot Weinstein M.D.

Printed Name

Commission Chair

Title

\_\_\_\_\_  
Dated

SAN BERNARDINO COUNTY  
SUPERINTENDENT OF SCHOOLS

\_\_\_\_\_  
Legal Entity



Authorized Signature

Richard De Nava

Printed Name

Chief Business Officer

Title

\_\_\_\_\_  
Dated

Official Stamp

Reviewed for Processing



\_\_\_\_\_  
Cindy Faulkner

Assistant Director

\_\_\_\_\_  
Date

Approved as to Legal Form



\_\_\_\_\_  
Dawn Martin

Commission Counsel

\_\_\_\_\_  
Date

Presented to Commission for  
Signature



\_\_\_\_\_  
Karen E. Scott

Executive Director

\_\_\_\_\_  
Date



<b>Agency Name:</b> San Bernardino County Superintendent of Schools (SBCSS)	<b>Contract #</b> EC038 A3	<b>Service Area:</b> Countywide
<b>Program Name:</b> Quality Start San Bernardino (QSSB)		<b>Period:</b> July 1, 2024 – June 30, 2025

<b>Expectations</b>	Increasing quality in early learning environments, including California State Preschool Programs (CSPP), is integral to supporting children ages 0-5. To do so, the San Bernardino County Superintendent of Schools (SBCSS) will continue to be an active & vested partner in Quality Start San Bernardino (QSSB). The goals associated with QSSB include but are not limited to supporting whole child, whole family, & whole community development through joyful learning experiences, positive relationships with adults, social-emotional behavior support, quality classroom environments, & family engagement. SBCSS will serve as the operational lead collaborating with QSSB partners to increase the alignment & coordination of quality improvement support offered to sites contracted by the organization. SBCSS will also be represented on the QIS Steering Committee to contribute to planning & decision-making for the system.
<b>Outcomes</b>	SBCSS will monitor deliverable progress & report quantitative & qualitative data regularly. A successful contract will increase quality at participating sites, positively impacting San Bernardino County children, families, & communities. While an enrollment target will be set differently than in past years, the number of participating sites & classrooms is anticipated to increase through intentional & strategic implementation of the abovementioned activities. A scope of work grounded in data review & continuous improvement will be developed, monitored, & adjusted as needed to ensure successful outcomes.

Objective Goal/Measure	Activity/Description	Activity Dosage/Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
1. QSSB Outreach	<ul style="list-style-type: none"> <li>Support CCRC in QSSB outreach to educational partners via listserv, social media, email, &amp; community events.</li> <li>Support sites with completing yearly program enrollment forms.</li> </ul>	Ongoing	Quarterly	N/A	Narrative report on success & challenges
2. Quality Improvement Plan (QIP) Development Support for CSPP	<ul style="list-style-type: none"> <li>Attending QIP development meetings to support the identification of goals &amp; actions. Benefiting the QSSB System.</li> </ul>	Annually	Annually	N/A	Upload a PDF of the QIP report
3. QIP Technical Assistance for CSPP	<ul style="list-style-type: none"> <li>Provide technical assistance to enrolled sites aligned with QIP goals &amp; objectives. This activity benefits the QSSB System.</li> </ul>	Ongoing, as needed	Quarterly	N/A	Narrative report on success & challenges
4. Planning and Facilitation of the QSSB Steering and Operations Committees	<ul style="list-style-type: none"> <li>Conduct Planning and Facilitation for the Steering Committee.</li> <li>Conduct Planning and Facilitation for Operations Team Meetings &amp; provide updates to the Steering Committee.</li> </ul>	Ongoing, quarterly meetings	Quarterly	Enter Monitoring Meeting tracking in Persimmony: <ul style="list-style-type: none"> <li>Date of the meeting</li> <li>Name of the meeting</li> <li>Number of people in the meeting</li> <li>Number of partner agencies represented in the meeting.</li> <li>List of the partner agencies</li> </ul>	1. Upload PDFs of the meeting minutes. 2. Narrative report of success & challenges

5. Quality Improvement Professional Learning/Training Opportunities	Provide PL opportunities that align with before mentioned goals.	Ongoing, as needed		<ol style="list-style-type: none"> <li>1. Aggregate count in Persimmony number of providers who attended the training.</li> <li>2. Enter Monitoring Training tracking in Persimmony: <ul style="list-style-type: none"> <li>• Date of the training</li> <li>• Name of the training</li> <li>• Number of attendances</li> <li>• Attendee Type</li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>1. Upload PDFs of the training description</li> <li>2. Upload PDF of attendance &amp; registration records.</li> <li>3. Upload PDFs of the attendee's feedback &amp; training evaluation</li> <li>4. Narrative report of success &amp; challenges</li> </ol>
6. Communicate Implementation Updates	<ul style="list-style-type: none"> <li>• Attending state, regional, and/or local convenings as appropriate.</li> <li>• Providing updates to Operations &amp; Steering Committees.</li> </ul>	Ongoing	Quarterly	N/A	Narrative report on success & challenges
7. Collaborate with the Local Planning Council	Coordinate & align QSSB activities & implementation	Ongoing, as needed	Quarterly	N/A	Narrative report on success & challenges
8. Collaborate with the UPK Mixed Delivery Workgroup	Coordinate & align QSSB activities & implementation with the broader UPK mixed delivery system.	Ongoing, as needed	Quarterly	N/A	Narrative report on success & challenges

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



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

**2024-2025**

<b>ORGANIZATION:</b>	San Bernardino County Superintendent of Schools	<b>DIRECTOR:</b>	Signing Authority: Richard DeNava	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Quality Start San Bernardino (QSSB)	<b>PROGRAM DIRECTOR:</b>	Heather Smith	<b>TOTAL BUDGET:</b>	\$ 261,419
<b>INITIATIVE:</b>		<b>FINANCE OFFICER:</b>	Angelina Darnold	<b>RFP/CONTRACT #:</b>	EC038 A3

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name: Position:										
1	Ana Garcia Early Education and Development Project Analyst	0.44	65.54	910	50%	59,641	29,821	89,462	204,485	44%	Provides leadership to QSSB Operations Team, serves as a liason between QSSB Operations Team and QSSB Steering Committee. Collaborates with
2	Tracy Brody Early Learning and Development Specialist	0.30	45.27	624	55%	28,248	15,537	43,785	145,950	30%	Coordinates with QSSB partners to ensure outreach, enrollment, and technical assistance supports.
3	Melynda Paxton Early Learning and Development Program Technician	0.25	42.03	521	56%	21,898	12,263	34,160	136,379	25%	Provides support to SBCSS QSSB team related to overall system coordination and with the distribution of incentives.
4	Veronica Valente Early Learning and Development Specialist	0.30	45.27	624	54%	28,248	15,254	43,503	145,009	30%	Coordinates with QSSB partners to ensure outreach, enrollment, and technical assistance supports.
5	Karen Good Program Manager, Early Education & Development	0.10	104.68	182	43%	19,052	8,192	27,244	311,360	9%	Supports SBCSS staff with QSSB deliverables and fiscal oversight. Identifies QSSB alignment opportunities with the broader UPK mixed delivery system development to increase high quality.
	<b>Total Salaries &amp; Benefits</b>					\$ 157,088	\$ 81,066	\$ 238,154	\$ 943,183		



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

<b>ORGANIZATION:</b>	San Bernardino County Superintendent of Schools	<b>DIRECTOR:</b>	Signing Authority: Richard DeNava	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Quality Start San Bernardino (QSSB)	<b>PROGRAM DIRECTOR:</b>	Heather Smith	<b>TOTAL BUDGET:</b>	\$ 261,419
<b>INITIATIVE:</b>	0	<b>FINANCE OFFICER:</b>	Angelina Darnold	<b>RFP/CONTRACT #:</b>	EC038 A3

II. SERVICES & SUPPLIES					
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1	Network User Fees	2%	4,315	Network User Fees (\$2,976 x FTE 1.45)	
2	Cell Phone Allowance	0%	576	Cell phone allowance (Ana Garcia, Karen Good)	
Total Services & Supplies			\$ 4,891		
III. INDIRECT COSTS					
	Percent:	7.56%			
	Basis:	\$243,045			
Total Indirect Costs			\$ 18,374		
<b>TOTAL FIRST 5 BUDGET</b>			\$ 261,419		





## Program Outline Document 2024-2025

### AGENCY INFORMATION

**Contract #:** EC038 A3

**Legal Entity:** San Bernardino County Superintendent of Schools

**Dept./Division:** Early Education and Development

**Project Name:** Quality Start San Bernardino (QSSB)

**Program Site Address:** 601 North E Street  
San Bernardino, CA 92415

**Client Referral Phone #:** 909-386-2701

### CONTACT INFORMATION

#### SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

**Name:** Richard De Nava **Title:** Chief Business Officer

**Address:** 601 North E Street  
San Bernardino, CA 92415 **Direct Phone #:** 909-388-5768

**E-Mail:** [Richard.denava@sbcss.net](mailto:Richard.denava@sbcss.net) **Fax #:** 909-388-5771

#### CONTRACT REPRESENTATIVE

**Name:** Heather Smith **Title:** Director, Early Education and Development

**Address:** 601 North E Street  
San Bernardino, CA 92415 **Direct Phone #:** 909-386-2633

**E-Mail:** [Heather.smith@sbcss.net](mailto:Heather.smith@sbcss.net) **Fax #:** \_\_\_\_\_

#### PROGRAM CONTACT

**Name:** Ana Garcia **Title:** Project Analyst, Early Learning and Development

**Address:** 601 North E Street  
San Bernardino, CA 92415 **Direct Phone #:** 909-386-2620

**E-Mail:** [Ana.garcia@sbcss.net](mailto:Ana.garcia@sbcss.net) **Fax #:** \_\_\_\_\_

#### FISCAL CONTACT

**Name:** Angelina Darnold **Title:** Project

**Address:** 601 North E Street  
San Bernardino, CA 92415 **Direct Phone #:** 909-386-2622

**E-Mail:** [Angelina.darnold@sbcss.net](mailto:Angelina.darnold@sbcss.net) **Fax #:** \_\_\_\_\_

**ADDITIONAL CONTACT (Describe):** Program

<b>Name:</b>	<u>Celeste Godinez</u>	<b>Title:</b>	<u>Office Specialist III</u>
<b>Address:</b>	<u>601 North E Street San Bernardino, CA 92415</u>	<b>Direct Phone #:</b>	<u>909-386-2658</u>
<b>E-Mail</b>	<u>Celeste.godinez@sbcss.net</u>	<b>Fax #:</b>	<u></u>

**PROGRAM INFORMATION**

**TYPE OF AGENCY** Educational Institution

**Describe:** County/State educational Institution

**PROGRAM DESCRIPTION**

SBCSS will serve as an operational lead overseeing and working with QSSB partners to coordinate all aspects of the QSSB system. SBCSS will work to increase the alignment and coordination of quality improvement supports offered to sites contracted by the organization. SBCSS will also be represented on the QSSB Steering Committee to contribute to planning and decision making for the system.

**REGION**  
Countywide

**STRATEGIC PRIORITY AREA & OBJECTIVES**

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

Defined by the Strategic Plan

**ASSIGNED ANALYST:** Erika Willhite

**ASSIGNED ACCOUNTANT:** Hope Loewenstein

**ASSIGNED EVALUATOR:** TBD

**PROCUREMENT TYPE:**  Competitive  Non-Competitive  
Continuing

**CONTRACT AMOUNT**

Fiscal Year	Original Amount	Amendment Amount	Total
2020-2021	\$ 255,324	\$0	\$ 255,324
2021-2022	\$ 255,732	\$0	\$ 255,732
2022-2023	\$ 255,798	\$0	\$ 255,798
2023-2024	\$0	\$ 221,721	\$ 221,721
2024-2025	\$0	\$ 261,419	\$ 261,419
<b>Total</b>			<b>\$ 1,249,994</b>

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

FOR COMMISSION USE ONLY				
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 10008595	<b>SC</b>	Dept. 903	<b>A</b> Contract Number EC040 A3
Organization Children and Families Commission			Contractor's License No.	
Commission Representative Cindy Faulkner, Assistant Director		Telephone 909-386-7706		Total Contract Amount \$8,391,392
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date July 1, 2020	Contract End Date June 30, 2025	Original Amount \$6,589,475	Amendment Amount \$1,801,917
Cost Center 9034009900		GL Account 53003357	Internal Order No. 3000115	Amount \$1,801,917
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use		Estimated Payment Total by Fiscal Year		
		FY	Amount	I/D
<u>Quality Start San Bernadino</u>		24-25	\$1,801,917	

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

Legal Name (hereinafter called the Contractor)

Child Care Resource Center Inc.

Department/Division

Communication; Resource & Referral; Research

Address

20001 Prairie Street

Chatsworth, CA 91311

Phone

(818) 717-1000

Federal ID No.

95-3081695

Program Address (if different from legal address):

1111 E. Mill Street, Suite 100

San Bernardino, CA 92408

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 3**

1. Paragraph FF is hereby added to Section III. CONTRACTORS GENERAL RESPONSABILTIES to read as follows:

FF Campaign Contribution Disclosure (SB 1439)

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

making campaign contributions of more than \$250 to any member of the Commission for 12 months after the Commission’s consideration of the Contract.

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

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

Initial Here

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 8,391,392, of which \$ 2,618,750 may be federally funded, for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2020-21	\$ <u>1,665,304</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>1,665,304</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>1,665,304</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>1,593,563</u>	July 1, 2023 through June 30, 2024
Fiscal Year 2024-25	\$ <u>1,801,917</u>	July 1, 2024 through June 30, 2025

Initial Here

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

E. Single Audit

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

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

US Department of Health and Human Services:

Number 93.575      Child Care and Development Fund

Federal Funding Apportionment

Fiscal Year 2020-21	\$ <u>394,189</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>750,178</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>557,377</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>460,611</u>	July 1, 2023 through June 30, 2024
Fiscal Year 2024-25	\$ <u>456,395</u>	July 1, 2024 through June 30, 2025

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

A. This Contract is effective commencing July 1, 2020, and expires June 30, 2025, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

\_\_\_\_\_  
Initial Here

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

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*continued on next page*

**ATTACHMENTS**

Attachment A – Amended Work Plan for FY 24-25

Attachment B – Amended Program Budget for FY 24-25

Attachment C – Campaign Contribution Disclosure

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

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

**CHILD CARE RESOURCE CENTER, INC.**

Legal Entity

▶  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Elliot Weinstein M.D.  
Printed Name

\_\_\_\_\_  
Commission Chair  
Title

\_\_\_\_\_  
Dated

▶  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Michael Olenick  
Printed Name

\_\_\_\_\_  
President and CEO  
Title

\_\_\_\_\_  
Dated

Official Stamp

Reviewed for Processing

▶  
\_\_\_\_\_  
Cindy Faulkner  
Assistant Director

\_\_\_\_\_  
Date

Approved as to Legal Form

▶  
\_\_\_\_\_  
Dawn Martin  
Commission Counsel

\_\_\_\_\_  
Date

Presented to Commission for  
Signature

▶  
\_\_\_\_\_  
Karen E. Scott  
Executive Director

\_\_\_\_\_  
Date



<b>Agency Name:</b> Child Care Resource Center (CCRC)	<b>Contract #</b> EC040 A3	<b>Service Area:</b> Countywide
<b>Program Name:</b> Quality Start San Bernardino (QSSB)	<b>Period:</b> July 1, 2024 – June 30, 2025	

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

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



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

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



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

<b>ORGANIZATION:</b>	Child Care Resource Center	<b>DIRECTOR:</b>	Jose Ramos VP & Chief Program Officer	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Quality Start San Bernadino (QSSB)	<b>PROGRAM DIRECTOR:</b>	Cynthia Renteria, Director	<b>TOTAL BUDGET:</b>	\$ 1,801,917
<b>INITIATIVE:</b>		<b>FINANCE OFFICER:</b>	Jennifer Patricio, Manager, Grants Management	<b>RFP/CONTRACT #:</b>	EC040 A3

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



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

<b>ORGANIZATION:</b>	Child Care Resource Center	<b>DIRECTOR:</b>	Jose Ramos VP & Chief Program Officer	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Quality Start San Bernardino (QSSB)	<b>PROGRAM DIRECTOR:</b>	Cynthia Renteria, Director	<b>TOTAL BUDGET:</b>	\$ 1,801,917
<b>INITIATIVE:</b>		<b>FINANCE OFFICER:</b>	Jennifer Patricio, Manager, Grants Management	<b>RFP/CONTRACT #:</b>	EC040 A3

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
9	Laura McCay Professional Development Coach II	1.00	32.81	2,080	36%	68,240	24,566	92,807	92,807	100%	Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.
10	Melinda Wallace Professional Development Coach II	1.00	33.81	2,080	36%	70,317	25,314	95,631	95,631	100%	Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.
11	Leslie Argumedo Professional Development Coach II	1.00	34.45	2,080	36%	71,664	25,799	97,462	97,462	100%	Coordinates quality improvement activities with each QSSB participating site, including but not limited to; creating site quality improvement plan, coaching, training, etc.
12	Cynthia Renteria Director, Workforce Development	0.10	80.77	208	36%	16,800	6,048	22,848	228,478	10%	Leads the Workforce Development Department for the QRIS partnership.
13	Amanda Beckett Community Development Admin Assistant	0.75	31.63	1,560	36%	49,349	17,766	67,114	89,486	75%	Provides support with contracts and processes all enrollments/re-enrollments for the QSSB participants.
14	Susan Montalvo Director, Communications	0.15	104.97	312	36%	32,751	11,790	44,541	296,941	15%	Leads development and execution of key actions; manage timeline and budgets.
Total Salaries & Benefits						\$ 854,476	\$ 307,611	\$ 1,162,087	\$ 1,914,786		



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

<b>ORGANIZATION:</b>	Child Care Resource Center	<b>DIRECTOR:</b>	Jose Ramos VP & Chief Program Officer	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Quality Start San Bernadino (QSSB)	<b>PROGRAM DIRECTOR:</b>	Cynthia Renteria, Director	<b>TOTAL BUDGET:</b>	\$ 1,801,917
<b>INITIATIVE:</b>	0	<b>FINANCE OFFICER:</b>	Jennifer Patricio, Manager, Grants Management	<b>RFP/CONTRACT #:</b>	EC040 A3

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Postage	0%	1,330	\$0.55 per postage for 2 mailings to 300 providers (\$330); and postage for 1,800 pieces, sent once (\$1,000).
2	Printing	0%	6,000	\$5,000 for marketing materials; printing and design of outreach materials including: posters, postcards, banners, signage, nametags, business cards, certificates, flyers, and provider toolkits. \$1,000 for printing and design of research briefs and posters.
3	Supplies	0%	4,880	\$835 are for gift card purchases for focus group participants in the evaluation of the QSSB program. The remaining is for general and program supplies for 10.68 FTE's at about \$31 per month for 12 months.
4	Advertising&Consulting	2%	45,000	Advertising and consulting will support the production of high quality videos and design work; such as Spanish language translations for the purpose of enrollment, education, and accessibility. Social media such as Facebook/Twitter /Instagram advertising; E-newsletters will be used to complete program objectives. In addition, print and digital advertisements across county's 22 cities will include the use of billboards, newspapers, magazines, radio, television.
5	VerticalChange & Webhosting	6%	109,000	\$98,000 budgeted for data system services for up to 75 administrative accounts, unlimited number of sites. Includes customer success / premium support and development. \$11,000 includes \$1,800 for monthly website hosting (\$150 x 12mo), \$9,200 for plugins, modules, and necessary platforms (i.e. Samepage).
6	Provider Incentives	9%	170,000	Incentives to be awarded to participants based on program type and level of quality, including but not limited to: high quality awards, quality improvement awards, training and substitute teacher reimbursements.
	<b>Total Services &amp; Supplies</b>		<b>\$ 336,210</b>	
III. TRAVEL				



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

<b>ORGANIZATION:</b>	Child Care Resource Center	<b>DIRECTOR:</b>	Jose Ramos VP & Chief Program Officer	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Quality Start San Bernadino (QSSB)	<b>PROGRAM DIRECTOR:</b>	Cynthia Renteria, Director	<b>TOTAL BUDGET:</b>	\$ 1,801,917
<b>INITIATIVE:</b>	0	<b>FINANCE OFFICER:</b>	Jennifer Patricio, Manager, Grants Management	<b>RFP/CONTRACT #:</b>	EC040 A3

Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1 Mileage & Training		\$ 34,345	\$31,045 budget for Workforce Development staff to attend the following conferences: BUILD Conference, CAEYC PD Institute and Conference and First 5 Summit Conference. Costs also include mileage for staff to visit participants and attend meetings. \$3,300 budget for Research staff, which includes \$3K for 3 staff to attend BUILD Conference and \$300 for QCC Meeting in Sacramento, CA. All conference costs include flight, hotel, registration, transportation, travel and per diem amounts.
Total Travel		\$ 34,345	
<b>IV. DIRECT COST FOR PROGRAM</b>			
Expense:		TOTAL F5SB BUDGET (\$)	Description/Justification:
1 Overhead Costs		\$ 112,606	This amount includes an estimated cost for rent, telephone, office maintenance, security, insurance, and utilities. Depending on type of cost, it is either allocated based on head count, or calculated by square footage occupied by each division as a percentage of total occupied square footage and spread by payroll allocation for all active employees of each division. These costs are related to direct program staff.
TOTAL DIRECT COST		\$ 112,606	
<b>V. INDIRECT COSTS</b>			
Percent:	10%	156,669	10% of Modified Total Direct Cost (MTDC) is based on expenses listed excluding rent in the MTDC calculation.
Basis:	De Minimus		
Total Indirect Costs		\$ 156,669	
<b>TOTAL FIRST 5 BUDGET</b>		\$ 1,801,917	

# ATTACHMENT C

## Campaign Contribution Disclosure (SB 1439)

### DEFINITIONS

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

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

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

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

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

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

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

1. Name of Contractor: Child Care Resource Center, Inc.
  
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5  
 No
  
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: \_\_\_\_\_
  
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s): \_\_\_\_\_
  
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A

6. Name of agent(s) of Contractor:

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

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

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

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

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

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

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

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

10. Name of Commission member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

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





Program Outline Document 2024-2025

**AGENCY INFORMATION**

**Contract #:** EC040 A3

**Legal Entity:** Child Care Resource Center, Inc.

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

**Project Name:** Quality Start San Bernardino- QSSB

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

**CONTACT INFORMATION**

**SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE**

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

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

**E-Mail:** [Molenick@ccrcca.org](mailto:Molenick@ccrcca.org)      **Fax #:** 818-717-9161

**CONTRACT REPRESENTATIVE**

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

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

**E-Mail:** [Jmoses@ccrcca.org](mailto:Jmoses@ccrcca.org)      **Fax #:** 909-890-0032

**PROGRAM CONTACT**

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

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

**E-Mail:** [Caranda@ccrcca.org](mailto:Caranda@ccrcca.org)      **Fax #:** 760-245-1072

**FISCAL CONTACT**

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

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

**E-Mail:** [Jpatricio@ccrcca.org](mailto:Jpatricio@ccrcca.org)      **Fax#:** \_\_\_\_\_

**ADDITIONAL CONTACT (Describe):** Program

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

**PROGRAM INFORMATION**

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

**PROGRAM DESCRIPTION**

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

**REGION**  
Countywide

**STRATEGIC PRIORITY AREA & OBJECTIVES**

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

Defined by the Strategic Plan

**ASSIGNED ANALYST:** Erika Willhite

**ASSIGNED ACCOUNTANT:** Hope Loewenstein

**ASSIGNED EVALUATOR:** TBD

**PROCUREMENT TYPE:**

Competitive

Non-Competitive  
Continuing

**CONTRACT AMOUNT**

<b>Fiscal Year</b>	<b>Original Amount</b>	<b>Amendment Amount</b>	<b>Total</b>
<b>2020-2021</b>	\$ 1,665,304	\$ 0	\$ 1,665,304
<b>2021-2022</b>	\$ 1,665,304	\$ 0	\$ 1,665,304
<b>2022-2023</b>	\$ 1,665,304	\$ 0	\$ 1,665,304
<b>2023-2024</b>	\$ 0	\$ 1,593,563	\$ 1,593,563
<b>2024-2025</b>	\$ 0	\$ 1,801,917	\$ 1,801,917
<b>Total</b>			\$ 8,391,392

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

<i>FOR COMMISSION USE ONLY</i>				
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code  20000247	<b>SC</b>	Dept. 903	<b>A</b>  Contract Number <b>EC039 A3</b>
Organization Children and Families Commission			Contractor's License No.	
Commission Representative Cindy Faulkner, Assistant Director		Telephone 909-386-7706		Total Contract Amount \$2,189,936
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				
If not encumbered or revenue contract type, provide reason: _____				
Commodity Code 95200	Contract Start Date July 1, 2020	Contract End Date June 30, 2025	Original Amount \$1,785,994	Amendment Amount \$403,942
Cost Center 9034009900		GL Account 53003357	Internal Order No. 3000115	Amount \$403,942
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
QSSB		24-25	\$403,942	

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

Legal Name (hereinafter called the Contractor)

University Enterprises Corporation

Department/Division

Institute of Child Development & Family Relations

Address

5500 University Parkway

San Bernardino, CA 92407

Phone

(909) 537-5918

Federal ID No.

95-6067343

Program Address (if different from legal address):

**IT IS HEREBY AGREED AS FOLLOWS:  
AMENDMENT NO. 3**

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 2,189,936, of which \$ 568,261 may be federally funded, for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

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

Fiscal Year 2020-21	\$ <u>461,385</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>461,385</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>461,385</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>401,839</u>	July 1, 2023 through June 30, 2024
Fiscal Year 2024-25	\$ <u>403,942</u>	July 1, 2024 through June 30, 2025

Initial Here

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

E. Single Audit

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

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

US Department of Health and Human Services:

Number 93.575      Child Care and Development Fund

Federal Funding Apportionment

Fiscal Year 2020-21	\$ <u>58,093</u>	July 1, 2020 through June 30, 2021
Fiscal Year 2021-22	\$ <u>115,713</u>	July 1, 2021 through June 30, 2022
Fiscal Year 2022-23	\$ <u>154,426</u>	July 1, 2022 through June 30, 2023
Fiscal Year 2023-24	\$ <u>116,149</u>	July 1, 2023 through June 30, 2024
Fiscal Year 2024-25	\$ <u>123,880</u>	July 1, 2024 through June 30, 2025

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

A. This Contract is effective commencing July 1, 2020 and expires June 30, 2025, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

Initial Here

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

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*continued on next page*

**ATTACHMENTS**

Attachment A – Amended Work Plan for FY 24-25

Attachment B – Amended Program Budget for FY 24-25

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

CHILDREN & FAMILIES COMMISSION FOR  
SAN BERNARDINO COUNTY

\_\_\_\_\_



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Elliot Weinstein M.D.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Chair

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dated

UNIVERSITY ENTERPRISES  
CORPORATION

\_\_\_\_\_  
Legal Entity



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Diane Trujillo

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Director, Sponsored Programs Administration

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dated

Official Stamp

Reviewed for Processing



\_\_\_\_\_  
Cindy Faulkner

\_\_\_\_\_  
Assistant Director

\_\_\_\_\_  
Date

Approved as to Legal Form



\_\_\_\_\_  
Dawn Martin

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Date

Presented to Commission for  
Signature



\_\_\_\_\_  
Karen E. Scott

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date



<b>Agency Name:</b> University Enterprises Corporation at CSUSB – Institute of Child Development & Family Relations (ICDFR)	<b>Contract #</b> EC039 A3	<b>Service Area:</b> Countywide
<b>Program Name:</b> Quality Start San Bernardino – QSSB		<b>Period:</b> July 1, 2024 – June 30, 2025

**Expectations** The Institute for Child Development and Family Relations (ICDFR) at CSUSB will serve as the operational lead for the higher-education component of Quality Improvement (QI), research, & provide informative assessments to ECE sites.

- Outcomes**
1. Pilot, test, and validate Informative Assessment tool and conduct assessments for designated sites.
  2. Coordination of higher education groups from regional 2 & 4 year universities, both public and private, to increase the availability of and access to higher education opportunities for educators and the community.
  3. Workforce development through connecting ECE providers to higher-education training/certifications

Objective Goal/Measure	Activity/Description	Activity Dosage/Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
To serve as the assessment lead & build assessment capacity	<ul style="list-style-type: none"> <li>• Conduct Assessments for designated sites.</li> <li>• Build assessor and trainer capacity.</li> <li>• Pilot, test and validate Informative Assessment tool</li> <li>• Conduct assessments for designated sites (number TBD)</li> <li>• Maintain assessor capacity</li> </ul>	Ongoing	Quarterly	N/A	Upload the following: <ul style="list-style-type: none"> <li>• Final version of assessment tool.</li> <li>• Report documenting, testing and validation process and evidence of tool effectiveness.</li> <li>• Assessment reports in vertical change/pinwheel.</li> <li>• Active roster of trained assessors</li> </ul> Narrative report on successes & challenges of the program
To provide higher education workforce & professional development aligned with K-12 systems	<ul style="list-style-type: none"> <li>• Work with the higher education consortium to continue to enhance access through events and new processes. Connect with K-12 pathways.</li> <li>• Building on Barriers to Bridges work, connecting</li> </ul>	Ongoing	Quarterly	N/A	Upload PDF document of the following: <ul style="list-style-type: none"> <li>• Meeting dates and notes.</li> <li>• Materials from higher-ed fairs, information sessions, &amp; networking events.</li> </ul> Narrative report on successes & challenges of the program



	ECEs to higher education through on-campus events. <ul style="list-style-type: none"> <li>• Facilitate QSSB Racial Equity Subcommittee</li> <li>• Convene IHE EC Consortium semi-annually</li> </ul>				
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Data Type:	Qualitative	
Reporting Period:	Quarterly	Due: By the 15 <sup>th</sup> of the following month



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

<b>ORGANIZATION:</b>	University Enterprises Corporation at CSUSB	<b>DIRECTOR:</b>	University Signatory: Diane Trujillo	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Quality Start San Bernardino (QSSB)	<b>PROGRAM DIRECTOR:</b>	Mark Agars	<b>TOTAL BUDGET:</b>	403,942
<b>INITIATIVE:</b>		<b>FINANCE OFFICER:</b>	Diane Trujillo	<b>RFP/CONTRACT #:</b>	EC039 A3

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Agars	Director	0.05	91.40	109.41	9%	10,000	919	10,919	207,583	5%	Overall program oversight
2	Smith-Rasshan	ICDFR Executive Director of Operations	0.10	90.15	199.67	56%	18,000	10,044	28,044	292,144	10%	Operations monitoring and oversight.
3	Wilcox Herzog	Faculty Lead	0.05	90.00	111.11	9%	10,000	919	10,919	204,404	5%	Faculty lead on assessment activities
4	Van Schagen	Faculty Lead	0.07	80.00	143.85	49%	11,508	5,639	17,147	247,936	7%	Faculty lead on high-ed pathways activities.
5	Lauren Olivas	Program Analyst Assessment	0.23	70.00	471.43	56%	33,000	18,414	51,414	226,845	23%	This role will conduct assessment activities and research for QSSB participants, provide assessor trainings; other related duties.
6	Caitlin Sackett	Program Analyst Training	0.23	70.00	471.43	56%	33,000	18,414	51,414	226,845	23%	This role will conduct assessment activities and research for QSSB participants, provide assessor trainings; other related duties.
7	Virginia Roundy	Program Analyst Assessment 2	0.30	40.00	618.76	56%	24,750	13,811	38,561	129,626	30%	This role will conduct assessment activities and research for QSSB participants, provide assessor trainings; other related duties.
8	Aleks Chung	Program Analyst Workforce	0.32	45.00	666.67	56%	30,000	16,740	46,740	145,829	32%	This role will provide program support to faculty leads on higher-ed activities and other related duties.



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

<b>ORGANIZATION:</b>	University Enterprises Corporation at CSUSB	<b>DIRECTOR:</b>	University Signatory: Diane Trujillo	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Quality Start San Bernardino (QSSB)	<b>PROGRAM DIRECTOR:</b>	Mark Agars	<b>TOTAL BUDGET:</b>	403,942
<b>INITIATIVE:</b>		<b>FINANCE OFFICER:</b>	Diane Trujillo	<b>RFP/CONTRACT #:</b>	EC039 A3

LINE	BUDGET CATEGORY		FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS		A	B	C	D	E	F	G	H	I	J
9	TBD	Assessors	0.29	50.00	600	9%	30,000	2,757	32,757	113,558	29%	This role will provide assessments for QSSB participants, attend trainings and other related duties.
10	Carmine Uribe	Administrative Support General	0.14	30.00	286.67	56%	8,600	4,799	13,399	97,219	14%	This role will provide administrative support to the QSSB funded staff.
11	Kim McDonald	ICDFR Prgrams Coordinator	0.13	40.00	275	56%	11,000	6,138	17,138	129,626	13%	This role will provide administrative support for QSSB staff and ICDFR leadership.
12	Yarele Vargas	Administrative Support	0.20	30.00	420	56%	12,600	7,031	19,631	97,219	20%	This role will provide budget support to QSSB staff and ICDFR leadership.
Total Salaries & Benefits							\$ 232,459	\$ 105,625	\$ 338,084	\$ 2,118,832		



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

<b>ORGANIZATION:</b>	University Enterprises Corporation at CSUSB	<b>DIRECTOR:</b>	University Signatory: Diane Trujillo	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Quality Start San Bernardino (QSSB)	<b>PROGRAM DIRECTOR:</b>	Mark Agars	<b>TOTAL BUDGET:</b>	403,942
<b>INITIATIVE:</b>	0	<b>FINANCE OFFICER:</b>	Diane Trujillo	<b>RFP/CONTRACT #:</b>	EC039 A3

<b>II. SERVICES &amp; SUPPLIES</b>				
	Expense:	% of Allocation:	<b>TOTAL F5SB BUDGET (\$)</b>	Description/Justification:
1	Basic Office Supplies	0%	\$ 2,000	Expendable office supplies for QSSB funded staff.
	Total Services & Supplies		\$ 2,000	

<b>III. FOOD</b>				
	Event(s):		<b>TOTAL F5SB BUDGET</b>	Description/Justification:
1	Community/Higher Ed Events		10,000	Materials, food, marketing, and space costs for hosting a higher Ed open house for ECE professionals . Event(s) will feature local institutions of higher education and invite all local members of the ECE workforce.
	Total Food		\$ 10,000	

<b>IV. TRAVEL</b>				
	Destination:	Purpose:	<b>TOTAL F5SB BUDGET</b>	Description/Justification:
1	various	Assessor Travel (=50*35.73*0.655)	1,170	Assessor travel to sites.
	Total Travel		1,170	

<b>V. INDIRECT COSTS</b>				
	Percent:	15%		
	Basis:	351252	52,688	
	Total Indirect Costs		52,688	

<b>TOTAL FIRST 5 BUDGET</b>			\$ 403,942	
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## Program Outline Document 2024-2025

### AGENCY INFORMATION

**Contract #:** EC039 A3

**Legal Entity:** University Enterprises Corporation at CSUSB

**Dept./Division:** Institute of Child Development & Family Relations

**Project Name:** Quality Start San Bernardino- QSSB

**Program Site Address:** 5500 University Parkway  
San Bernardino, CA 92407      **Client Referral Phone #** 909-537-3679

### CONTACT INFORMATION

#### SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

**Name:** Diane Trujillo      **Title:** Director, Sponsored Programs Administration

**Address:** 5500 University Parkway  
San Bernardino, CA 92407      **Direct Phone #:** 909-537-3064

**E-Mail:** [dianet@csusb.edu](mailto:dianet@csusb.edu)      **Fax #:** 909-537-7028

#### CONTRACT REPRESENTATIVE

**Name:** Diane Trujillo      **Title:** Director, Sponsored Programs Administration

**Address:** 5500 University Parkway  
San Bernardino, CA 92407      **Direct Phone #:** 909-537-3064

**E-Mail:** [dianet@csusb.edu](mailto:dianet@csusb.edu)      **Fax #:** 909-537-7028

#### PROGRAM CONTACT

**Name:** Mark Agars      **Title:** Professor & Director,  
Institute of Child Development & Family Relations

**Address:** 5500 University Parkway  
San Bernardino, CA 92407      **Direct Phone #:** 909-537-5433

**E-Mail:** [Mark.agars@csusb.edu](mailto:Mark.agars@csusb.edu)      **Fax #:** 909-537-7028

#### FISCAL CONTACT

**Name:** Diane Trujillo      **Title:** Director, Sponsored Programs Administration

**Address:** 5500 University Parkway  
San Bernardino, CA 92407      **Direct Phone #:** 909-537-3064

**E-Mail:** [dianet@csusb.edu](mailto:dianet@csusb.edu)      **Fax #:** 909-537-7028

**ADDITIONAL CONTACT (Describe):** Choose an item.

<b>Name:</b>	_____	<b>Title:</b>	_____
<b>Address:</b>	For Staff Analyst use only. _____	<b>Direct Phone #:</b>	_____
<b>E-Mail</b>	_____	<b>Fax #:</b>	_____

**PROGRAM INFORMATION**

**TYPE OF AGENCY** Educational Institution

**Describe:** County/State educational Institution

**PROGRAM DESCRIPTION**

The Institute for Child Development and Family Relations (ICDFR) at CSUSB will serve as the operational lead for the assessors. This includes the coordination and oversight of assessors through recruitment and selection, training and recertification, and fulfillment of the assessment process. ICDFR will also serve as the operational lead for the higher-education component of Quality Improvement (QI) for QSSB. This will include conducting a needs assessment of agencies and a resource assessment of available educational opportunities. ICDFR will also coordinate higher education groups from regional 2 and 4 year Universities, both public and private, including the awarding and supervising of stipends to higher-ed partners to identify and develop paths to increase availability of and access to higher-ed opportunities for educators in the community.

**REGION**  
Countywide

**STRATEGIC PRIORITY AREA & OBJECTIVES**

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

Defined by the Strategic Plan

**ASSIGNED ANALYST:** Erika Willhite

**ASSIGNED ACCOUNTANT:** Hope Loewenstein

**ASSIGNED EVALUATOR:** TBD

**PROCUREMENT TYPE:**  Competitive  Non-Competitive Continuing

**CONTRACT AMOUNT**

Fiscal Year	Original Amount	Amendment Amount	Total
2020-2021	\$ 461,385	\$0	\$ 461,385
2021-2022	\$ 461,385	\$0	\$ 461,385
2022-2023	\$ 461,385	\$0	\$ 461,385
2023-2024	\$0	\$ 401,839	\$ 401,839
2024-2025	\$0	\$ 403,942	\$ 403,942
<b>Total</b>			<b>\$ 2,189,936</b>



**AGENDA ITEM 6**  
**June 05, 2024**

<b>Subject</b>	Approval of the Family Supports Initiative Request for Proposals 23-01 Contracts.
<b>Recommendation</b>	Approve the Family Supports Initiative contracts in the amount of \$11,913,765 for 2024-2027 for the following: A. Chino Valley Unified School District, FS088 for \$781,706 B. Children’s Fund, Inc, FS089 for \$2,746,620 C. Walden Environment dba Walden Family Services, FS090 for \$2,753,520 D. Hearts and Lives, FS091 for \$1,234,441 E. The Mom & Dad Project, FS092 for \$2,110,043 F. Moses House Ministries, FS093 for \$900,000 G. Child Care Resource Center, FS094 for \$1,387,435 (Presenter: Iffat Quazi, Staff Analyst II, 252-4275)
<b>Financial Impact</b>	\$11,913,765 for FY2024-27
<b>Background Information</b>	<p>The purpose of the Family Supports Initiative (FSI) is to assist families and communities in being engaged, supported, and strengthened through resources and opportunities that assist them in nurturing, caring, and providing for their children’s success and well-being. The goal is to invest in services aimed at promoting improved parenting and family self-sufficiency outcomes for parents and long-term safety and healthy developmental outcomes for children 0-5 in San Bernardino County.</p> <p>In December 2023, the Commission approved the release of the Family Supports Initiative Request for Proposals (FSI RFP 23-01) and allocated a total of \$12,000,000 for Fiscal Years 2024-2027.</p> <p>First 5 San Bernardino (F5SB) staff held a mandatory proposer’s workshop on December 18, 2023, with over 150 in attendance.</p> <p>The deadline for submission of proposals was January 26, 2024, with First 5 staff receiving twenty (20) proposals requesting more than \$36 million for the funding period of three years.</p> <p>First 5 San Bernardino’s standard review of proposals established by the Commission includes the following phases:</p> <ul style="list-style-type: none"><li>• Administrative Review</li><li>• Fiscal Capacity Review</li><li>• Program Review</li></ul> <p>Both external and internal reviewer teams conducted the program review. Scores were generated from each application based on the external and internal review and a baseline was established. The baseline indicated the initial strength or weakness of the proposed program. With the objective of selecting the best proposal that can provide what the Commission seeks under FSI RFP 23-01.</p> <p>Other factors were also considered in this phase of the review include geography,</p>



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demographics (specialized populations), duplication/saturation, delivery of service method and costs, past performance, and agency capacity.

Following the review phases, 11 applicants were invited to attend a clarity interview meeting with 7 being successful and continued to the negotiation phase. The proposals that were negotiated for contract terms and are being recommended for FSI funding are:

- Chino Valley Unified School District
- Children’s Fund, Inc.
- Walden Environment dba Walden Family Services
- Hearts and Lives
- The Mom & Dad Project
- Moses House Ministries
- Child Care Resource Center

Pending Commission approval, the recommended agencies will provide FSI services, ensuring families are strengthened through resources and opportunities that support them in nurturing, caring, and providing for their children’s well-being.

FSI contracts will be effective July 1, 2024, through June 30, 2027, and will collectively not exceed the approved sum of \$12,000,000 for the entire initiative.

Approval of this item supports the **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.

**Review**

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Dawn Martin, Commission Counsel

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<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>

**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 50000374	<b>SC</b>	Dept. 903	<b>A</b>
Organization Children and Families Commission				Contract Number <b>FS088</b>
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706	Contractor's License No.
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				Total Contract Amount <b>\$781,706</b>
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date July 1, 2024	Contract End Date June 30, 2027	Original Amount	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1006513	Amount \$243,924
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use TYKES Program	FY	Estimated Payment Amount	I/D	Total by Fiscal Year FY Amount I/D
	24-25	\$243,924		
	25-26	\$261,132		
	26-27	\$276,650		

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)

Chino Valley Unified School District

Department/Division

Health Services/Child Development

Address

5130 Riverside Drive

Chino, CA 91710

Phone

909-628-1201 Ext. 1100

Federal ID No.

95-6000586

Program Address (if different from legal address):

12970 Third Street

Chino, CA 91710

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

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

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

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

**Auditor-Controller/Treasurer Tax Collector Use Only**

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

I.	DEFINITIONS.....	3
II.	CONTRACTOR'S SERVICE RESPONSIBILITIES.....	4
III.	CONTRACTOR'S GENERAL RESPONSIBILITIES .....	4
IV.	COMMISSION RESPONSIBILITIES .....	13
V.	FISCAL PROVISIONS.....	13
VI.	RIGHT TO MONITOR AND AUDIT .....	16
VII.	CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION.....	16
VIII.	TERM .....	17
IX.	GENERAL PROVISIONS .....	17
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## I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Uninsured:** Individuals not covered by health insurance.

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

## II. CONTRACTOR'S SERVICE RESPONSIBILITIES

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

## III. CONTRACTOR'S GENERAL RESPONSIBILITIES

### A. Participants

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

### B. Contractor Capacity

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

### C. Contract Assignability

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

### D. Conflict of Interest

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

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

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

O. Child Abuse Reporting

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

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



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

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

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#### P. Department of Justice Clearance

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

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

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#### Q. Conditions of Employment

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

#### R. Meeting Attendance

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

#### S. Indemnification and Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or

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

or

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

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

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

#### T. Licenses and Permits

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

#### U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Attorney's Fees and Costs

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

X. Ownership Rights

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

Y. Attribution

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

[https://www.sbcounty.gov/uploads/First5/docs/main/media\\_guidelines.pdf](https://www.sbcounty.gov/uploads/First5/docs/main/media_guidelines.pdf).

Z. Incongruous Activities

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

AA. Reports

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

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

▪ Program Reports

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

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

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▪ Fiscal Reports

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

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

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

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▪ Asset Report

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

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

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BB. Pro-Children Act of 1994

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

CC. Debarment, Suspension, and Other Responsibility Matters

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

- a. The Contractor certifies that neither it, its principals, nor any potential subcontractors:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at [45 C.F.R. section 76.200](#)) by any federal department or agency;
  - 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
  - 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

- 5) Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

DD.Environmental Requirements

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

**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 \$781,706 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2024-25	\$ <u>243,924</u>	July 1, 2024 through June 30, 2025
Fiscal Year 2025-26	\$ <u>261,132</u>	July 1, 2025 through June 30, 2026
Fiscal Year 2026-27	\$ <u>276,650</u>	July 1, 2026 through June 30, 2027

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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.

## VI. RIGHT TO MONITOR AND AUDIT

### A. Right to Monitor and Audit

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

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

### B. Availability of Records

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

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

### C. Assistance by Contractor

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

### D. Independent Audit Provisions

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

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### E. Recovery of Investigation and Audit Costs

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

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

## VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or

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

**VIII. TERM**

- A. This Contract is effective as of July 1, 2024, and expires June 30, 2027, 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, 2027 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

**IX. GENERAL PROVISIONS**

A. Notices

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

**Contractor:** Chino Valley Unified School District  
 5130 Riverside Drive  
 Chino, CA 91710

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

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

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

## **X. NONDISCRIMINATION**

### **A. General**

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

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

### **B. Americans with Disabilities Act/Individuals with Disabilities**

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

### C. Employment and Civil Rights

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

#### 1. Equal Employment Opportunity Program

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

#### 2. Civil Rights Compliance

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

### D. Sexual Harassment

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

## XI. IMPROPER CONSIDERATION

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

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

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

## XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

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continued on next page

**XIII. CONCLUSION**

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

CHILDREN AND FAMILIES COMMISSION FOR  
SAN BERNARDINO COUNTY

CHINO VALLEY UNIFIED SCHOOL DISTRICT  
Legal Entity

▶ \_\_\_\_\_  
Authorized Signature

Elliot Weinstein M.D.  
Printed Name

Commission Chair  
Title

\_\_\_\_\_

Dated

▶ \_\_\_\_\_  
Authorized Signature

Norm Enfield, Ed.D  
Printed Name

Superintendent  
Title

\_\_\_\_\_

Dated

Official Stamp

<p>Reviewed for Processing</p> <p>▶ _____ Cindy Faulkner Assistant Director</p> <p>_____</p> <p>Date</p>	<p>Approved as to Legal Form</p> <p>▶ _____ Dawn Martin Commission Counsel</p> <p>_____</p> <p>Date</p>	<p>Presented to Commission for Signature</p> <p>▶ _____ Karen E. Scott Executive Director</p> <p>_____</p> <p>Date</p>
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<b>Agency Name:</b> Chino Vally Unified School District (CVUSD)	<b>Contract #</b> FS088	<b>Service Area:</b> Chino, Chino Hills, & South Ontario
<b>Program Name:</b> Training Young Kids for Early Success (TYKES) Program		<b>Period:</b> July 1, 2024 – June 30, 2027

<b>Expectations</b>	<p>TYKES Program will identify, engage, and strengthen families with children 0~5 living in the CVUSD boundary through wraparound support and leverage resources focus around the 10 existing District-funded Family Resource Centers (FRCs) to provide tiered support systems.</p> <p>Tier I: Linkage, referrals, &amp; connections to local and county resources</p> <p>Tier II: Case Management (CM) for parents/caregivers that require more intensive, long-term support and/or immediate assistance with emergency needs &amp; social services.</p> <p>Tier III: Families with the highest level of need will work with CM and the program's Social Worker (MSW) for one-on-one support for parents/caregivers with social/emotional and/or developmental concerns utilizing the Parents as Teacher (PAT) curriculum. The higher level of support will focus on prevention and early identification of child abuse and neglect.</p>
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<b>Outcomes</b>	<p>Expected annual Family Support outcomes:</p> <ul style="list-style-type: none"> <li>• 1,100 families will be connected through 10 existing FRCs. (80% anticipated successfully connected to needed resources)</li> <li>• Tier I – 300 participants will receive referrals, linkage, and confirmation of access to resources.</li> <li>• Tier II – 250 participants engaged in CM. 200 participants engaged in Family Stability Plan Assessment &amp; intense CM contacts between 4-24 CM sessions per year. (20% improvement in family life skills per pre/post-Family Stability Plan Assessment)</li> <li>• Tier III – 30 families receive intensive support from MSW. 25 families receive personalized child development support through PAT. 30 children will be served through PAT.</li> <li>• 150 End of the Year Satisfaction Survey will be collected through FRCs</li> <li>• 50 Developmental Screenings (ASQs)</li> <li>• 2-5 parents/caregivers connected to Family Engagement Center (FEC) parent academy &amp; leadership program.</li> </ul>
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Objective Goal/ Measure	Activity/Description	Activity Dosage/ Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
1. Connect families to FRCs & local county resources	Parents/families are referred by FRCs, schools & community.	Ongoing	Monthly	1. Aggregated count of parents with (language, ethnicity & race) 2. Aggregate count of children with demographics (break down age group 0-3 & 3-5yr, language, ethnicity & race)	Upload data in Excel sheet format with SDOH identification.
2. Confirm referrals, linkage, & access to resources	Tier I – 1~2 connections & follow-up	Ongoing	Monthly	1. Aggregated count of parents with (language, ethnicity & race) 2. Aggregate count of children with demographics (break down age group 0-3 & 3-5yr, language, ethnicity & race)	Upload data in Excel sheet format with identification of follow-up
3. Case Management	Tier II – Conduct pre/post-Family Stability Plan Assessment	Provide 4~24 CM session.	Monthly	1. Aggregated count of parents with (language, ethnicity & race) 2. Aggregate count of children with demographics (break down age group 0-3 & 3-5yr, language, ethnicity & race)	Upload data in Excel sheet format with identification of pre & post-Family Stability Plan Assessment progress.



4. Intensive Intervention	Tier III – 1:1 PAT session & MSW support	<ul style="list-style-type: none"> <li>• 1:1 visit</li> <li>• Group connection.</li> <li>• ASQ Screening</li> <li>• Resource network</li> </ul>	Quarterly	<ol style="list-style-type: none"> <li>1. Aggregated count of parents with (language, ethnicity &amp; race)</li> <li>2. Aggregate count of children with demographics (break down age group 0-3 &amp; 3-5yr, language, ethnicity &amp; race)</li> </ol>	<ol style="list-style-type: none"> <li>1. Upload data in Excel sheet format with identification PAT evaluation.</li> <li>2. Complete the Quarterly Narrative Reporting in the Monitoring Section</li> </ol>
5. Parent Leadership & End-of-the-Year Parent Satisfaction Survey	<ul style="list-style-type: none"> <li>• Parent Leadership Training</li> <li>• Collect end of the Year Parent Satisfaction Survey</li> </ul>	Ongoing	Annual	Aggregated count of parents with (language, ethnicity & race)	<ol style="list-style-type: none"> <li>1. Upload data in Excel sheet format with identification of parent satisfaction survey &amp; parent leadership outcome.</li> <li>2. Complete the Annual Narrative Reporting in the Monitoring Section</li> </ol>

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



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

**2024-2025**

<b>ORGANIZATION:</b>	Chino Valley Unified School District	<b>DIRECTOR:</b>	Katrina Gomez, DSW	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	TYKES Program	<b>PROGRAM DIRECTOR:</b>	Liz Lara	<b>TOTAL BUDGET:</b>	\$ 243,924
<b>INITIATIVE:</b>	Family Supports Initiative (FSI)	<b>FINANCE OFFICER:</b>	Liz Lara	<b>RFP/CONTRACT #:</b>	FS088

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name: Position:										
1	Liz Lara Family Service Program Specialist	0.25	54.00	520	47%	28,080	13,057	41,137	164,549	25%	The Family Service Program Specialist/Manager will oversee FSI program and staff, monitor the contract, subcontractor, marketing, data collection, attend collaborative meetings, complete/submit all monthly/quarterly program and fiscal reports, and prepare board agenda items.
2	Lucero Baeza Grant Program Support Specialist	0.50	23.82	1040	58%	24,773	14,368	39,141	78,282	50%	The Grant Support Specialist will provide clerical and program support, assist with outreach, answer all public inquiries; manage monthly billing, assist with quarterly program and fiscal reports, purchase requisition, materials, and assist with data entry.
3	Josselyn Andronic, MSW McKinney-Vento Grant Manager/ Social Worker	0.10	55.78	208	47%	11,602	5,453	17,055	170,553	10%	The Social Worker, MSW, will work with Case Managers to provide additional assistance and guidance to participant families. The Social Worker will be involved with Tier III families including court-mandated/families in crisis and provide trauma training and assistance. Higher level support will also focus on the prevention and early identification of child abuse and neglect.
Total Salaries & Benefits						\$ 64,455	\$ 32,878	\$ 97,334	\$ 413,384		



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

<b>ORGANIZATION:</b>	Chino Valley Unified School District	<b>DIRECTOR:</b>	Katrina Gomez, DSW	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	TYKES Program	<b>PROGRAM DIRECTOR:</b>	Liz Lara	<b>TOTAL BUDGET:</b>	\$ 243,924
<b>INITIATIVE:</b>	Family Supports Initiative (FSI)	<b>FINANCE OFFICER:</b>	Liz Lara	<b>RFP/CONTRACT #:</b>	FS088

**II. SERVICES & SUPPLIES**

Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1 Program Materials	0%	\$1,000	Early education games, books, puzzles, art/craft materials, and PAT supplies
2 Staff Training	0%	\$500	Staff training: Children's Network conference and ECE county workshops
3 Printing	0%	\$250	Duplicating and reprographic costs for forms, brochures, and flyers for outreach
4 Office Supplies	0%	\$500	Copy paper, file folders, printer supplies, envelopes, etc.
Total Services & Supplies		\$ 2,250	

**III. FOOD**

Event(s):	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	-	
2		
Total Food	\$ -	

**IV. TRAVEL**

Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
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**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2024-2025**

<b>ORGANIZATION:</b>	Chino Valley Unified School District	<b>DIRECTOR:</b>	Katrina Gomez, DSW	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	TYKES Program	<b>PROGRAM DIRECTOR:</b>	Liz Lara	<b>TOTAL BUDGET:</b>	\$ 243,924
<b>INITIATIVE:</b>	Family Supports Initiative (FSI)	<b>FINANCE OFFICER:</b>	Liz Lara	<b>RFP/CONTRACT #:</b>	FS088

1				
	Total Travel		\$ -	
<b>V. SUBCONTRACTORS</b>				
	Organization Name:		<b>TOTAL F5SB BUDGET (\$)</b>	<b>Description/Justification:</b>
1	City of Chino		\$137,500	Subcontractor will hire: 2 PTE Case Managers (28-30 hrs. wk. x 52 wks) to lead FSI program and provide resources, referrals, and case management to 200 core participants; 1 PTE Outreach Specialist (25 hrs wk x 52 wks) will provide marketing & outreach support to Chino Valley schools & community sites. All Case Managers will be PAT-certified. Expenses: City business cards, profesional development, and training
	Total Subcontractors		\$ 137,500.00	
<b>VI. INDIRECT COSTS</b>				
	Percent:	Amount was calculated at 5.49% for CVUSD (new approved rate 2024/25 by	6,840	Indirect is charged to salaries/benefits /program expenses including
	Basis:	CDE).		the first \$25,000 of a subcontract
	Total Indirect Costs		\$ 6,840.00	
<b>TOTAL FIRST 5 BUDGET</b>			\$ 243,924	



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

<b>ORGANIZATION:</b>	Chino Valley Unified School District	<b>DIRECTOR:</b>	Katrina Gomez, DSW	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	TYKES Program	<b>PROGRAM DIRECTOR:</b>	Liz Lara	<b>TOTAL BUDGET:</b>	\$ 261,132
<b>INITIATIVE:</b>	Family Support Initiative (FSI)	<b>FINANCE OFFICER:</b>	Liz Lara	<b>RFP/CONTRACT #:</b>	FS088

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name: Position:										
1	Liz Lara Family Service Program Specialist	0.25	57.78	520	46%	30,046	13,821	43,867	175,466	25%	The Family Service Program Specialist/Manager will oversee FSI program and staff, monitor the contract, subcontractor, marketing, data collection, attend collaborative meetings, complete/submit all monthly/quarterly program and fiscal reports, and prepare board agenda items.
2	Lucero Baeza Grant Program Support Specialist	0.50	25.49	1040	57%	26,510	14,978	41,488	82,975	50%	The Grant Support Specialist will provide clerical and program support, asset with outreach, answer all public inquires; manage monthly billing, assist with quarterly program and fiscal reports, purchase requisition, materials, and assist with data entry.
3	Josselyn Andronic, MSW McKinney-Vento Grant Manager/ Social Worker	0.10	59.69	215	46%	12,833	5,903	18,737	181,267	10%	The Social Worker, MSW, will work with Case Managers to provide additional assistance and guidance to participant families. The Social Worker will be involved with Tier III families including court-mandated/families in crisis and provide trauma training and assistance. Higher level support will also focus on the prevention and early identification of child abuse and neglect.
<b>Total Salaries &amp; Benefits</b>						\$ 69,389	\$ 34,702	\$ 104,091	\$ 439,708		



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

<b>ORGANIZATION:</b>	Chino Valley Unified School District	<b>DIRECTOR:</b>	Katrina Gomez, DSW	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	TYKES Program	<b>PROGRAM DIRECTOR:</b>	Liz Lara	<b>TOTAL BUDGET:</b>	\$ 261,132
<b>INITIATIVE:</b>	Family Support Initiative (FSI)	<b>FINANCE OFFICER:</b>	Liz Lara	<b>RFP/CONTRACT #:</b>	FS088

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Program Materials	0%	\$1,250	Early education games, puzzle, art/craft materials, and PAT supplies
2	Staff Training	0%	\$625	Staff Training: Children's Network conference and ECE county workshops
3	Printing	0%	\$325	Duplicating and reprographic costs for forms, brochures, and fliers for outreach
4	Office Supplies	0%	\$600	Copy paper, file folders, printer supplies, envelopes, etc
	Total Services & Supplies		\$ 2,800	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET (\$)	Description/Justification:
1				
	Total Food		\$ -	
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1				
	Total Travel		\$ -	
V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET (\$)	Description/Justification:



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

<b>ORGANIZATION:</b>	Chino Valley Unified School District	<b>DIRECTOR:</b>	Katrina Gomez, DSW	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	TYKES Program	<b>PROGRAM DIRECTOR:</b>	Liz Lara	<b>TOTAL BUDGET:</b>	\$ 261,132
<b>INITIATIVE:</b>	Family Support Initiative (FSI)	<b>FINANCE OFFICER:</b>	Liz Lara	<b>RFP/CONTRACT #:</b>	FS088

1	City of Chino		\$147,000	Subcontractor will hire: 2 PTE Case Managers (28-30 hrs wk x 52 wks) to lead FSI program and provide resources, referrals, and case management to 200 core participants; 1 PTE Outreach Specialist (25 hrs wk x 52 wks) will provide marketing & outreach support to Chino Valley schools & community sites. All Case Managers will be PAT-certified. Expenses: City business cards, profesional development, and training
	Total Subcontractors		\$ 147,000	
<b>VI. INDIRECT COSTS</b>				
	Percent:	Amount was calculated at 5.49% for CVUSD (approved rate for 24/25). It is	7,241	Indirect is charged to salaries/benefits/program expenses
	Basis:	unkown at this time what the county approved LEA rate will be for 2025/2026		including the first \$25,000 of a subcontract
	Total Indirect Costs		\$ 7,241	
<b>TOTAL FIRST 5 BUDGET</b>			\$ 261,132	



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

<b>ORGANIZATION:</b>	Chino Valley Unified School District	<b>DIRECTOR:</b>	Katrina Gomez, DSW	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	TYKES Program	<b>PROGRAM DIRECTOR:</b>	Liz Lara	<b>TOTAL BUDGET:</b>	\$ 276,650
<b>INITIATIVE:</b>	Family Supports Initiative (FSI)	<b>FINANCE OFFICER:</b>	Liz Lara	<b>RFP/CONTRACT #:</b>	FS088

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name:	Position:									
1	Liz Lara	0.25	61.82	520	46%	32,146	14,787	46,934	187,735	25%	The Family Service Program Specialist/Manager will over FSI program and staff, monitor the contract, subcontractor, marketing, data collection, attend collaborative meetings, complete/submit all monthly/quarterly program and fiscal reports, and prepare board agenda items.
2	Lucero Baeza	0.50	27.28	1040	54%	28,371	15,320	43,692	87,383	50%	The Grant Support Specialist will provide clerical and program support, assist with outreach, answer all public inquires; manage monthly billing, assist with quarterly program and fiscal reports, purchase requisition, materials, and assist with data entry
3	Josselyn Andronic, MSW	0.10	63.69	215	46%	13,693	6,299	19,992	193,414	10%	The Social Worker, MSW, will work with Case Managers to provide additional assistance and guidance to participant families. The Social Worker will be involved with Tier III families including court-mandated/families in crisis and provide trauma training and assistance. Higher level support will also focus on the prevention and early identification of child abuse and neglect.
Total Salaries & Benefits						\$ 74,211	\$ 36,407	\$ 110,618	\$ 468,532		





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

<b>ORGANIZATION:</b>	Chino Valley Unified School District	<b>DIRECTOR:</b>	Katrina Gomez, DSW	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	TYKES Program	<b>PROGRAM DIRECTOR:</b>	Liz Lara	<b>TOTAL BUDGET:</b>	\$ 276,650
<b>INITIATIVE:</b>	Family Supports Initiative (FSI)	<b>FINANCE OFFICER:</b>	Liz Lara	<b>RFP/CONTRACT #:</b>	FS088

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Program Materials	1%	\$1,550	Early education games, puzzles, art/craft materials, and PAT supplies
2	Staff Training	0%	\$750	Staff Training: Children's Network conference and ECE country workshops
3	Printing	0%	\$400	Duplicating and reprographic costs for forms, brochures, and flyers for outreach
4	Office Supplies	0%	\$700	Copy paper, file folders, printer supplies, envelopes, etc.
	Total Services & Supplies		\$ 3,400	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET (\$)	Description/Justification:
1				
	Total Food		\$ -	
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1				
	Total Travel		\$ -	



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

<b>ORGANIZATION:</b>	Chino Valley Unified School District	<b>DIRECTOR:</b>	Katrina Gomez, DSW	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	TYKES Program	<b>PROGRAM DIRECTOR:</b>	Liz Lara	<b>TOTAL BUDGET:</b>	\$ 276,650
<b>INITIATIVE:</b>	Family Supports Initiative (FSI)	<b>FINANCE OFFICER:</b>	Liz Lara	<b>RFP/CONTRACT #:</b>	FS088

V. SUBCONTRACTORS			
	Organization Name:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	City of Chino	\$155,000	Subcontractor will hire: 2 PTE Case Managers (28-30 hrs wk x 52 wks) to lead FSI program and provide resources, referrals, and case management to 200 core participants; 1 PTE Outreach Specialist (25 hrs wk x 52 wks) will provide marketing & outreach support to Chino Valley schools & community sites. All Case Managers will be PAT-certified. Expenses: City business cards, profesional development, and training
	Total Subcontractors	\$ 155,000	
VI. INDIRECT COSTS			
	Percent:	Amount was calculated at 5.49% for CVUSD (approved rate for 24/25). It is	7,632
	Basis:	unkown at this time what the county approved LEA rate will be for 2026/27	including the first \$25,000 of a subcontract
	Total Indirect Costs	\$ 7,632	
<b>TOTAL FIRST 5 BUDGET</b>		<b>\$ 276,650</b>	



## Program Outline Document 2024-2027

### AGENCY INFORMATION

**Contract #:** FS088

**Legal Entity:** Chino Valley Unified School District

**Dept./Division:** Health Services/Child Development

**Project Name:** TYKES Program

**Program Site Address:** 12970 Third Street  
Chino, CA 91710

**Client Referral Phone #:** 909-628-1201  
Ext. 8960

### CONTACT INFORMATION

#### SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

**Name:** Norm Enfield, Ed.D **Title:** Superintendent

**Address:** 5130 Riverside Drive  
Chino, CA 91710 **Direct Phone #:** 909-628-1201  
Ext. 1100

**E-Mail:** [Norm\\_Enfield@chino.k12.ca.us](mailto:Norm_Enfield@chino.k12.ca.us) **Fax #:** 909-548-6090

#### CONTRACT REPRESENTATIVE

**Name:** Katrina Gomez, DSW **Title:** Director

**Address:** 5130 Riverside Drive  
Chino, CA 91710 **Direct Phone #:** 909-628-1201  
Ext. 8918

**E-Mail:** [Katrina\\_Gomez@chino.k12.ca.us](mailto:Katrina_Gomez@chino.k12.ca.us) **Fax #:** 909-548-6090

#### PROGRAM CONTACT

**Name:** Liz Lara **Title:** Family Service Program Specialist

**Address:** 5130 Riverside Drive  
Chino, CA 91710 **Direct Phone #:** 909-628-1201  
Ext. 8965

**E-Mail:** [Liz\\_Lara@chino.k12.ca.us](mailto:Liz_Lara@chino.k12.ca.us) **Fax #:** 909-548-6090

#### FISCAL CONTACT

**Name:** Liz Lara **Title:** Family Service Program Specialist

**Address:** 5130 Riverside Drive  
Chino, CA 91710 **Direct Phone #:** 909-628-1201  
Ext. 8965

**E-Mail:** [Liz\\_Lara@chino.k12.ca.us](mailto:Liz_Lara@chino.k12.ca.us) **Fax#:** 909-548-6090

**ADDITIONAL CONTACT (Describe):** Program

<b>Name:</b>	_____	<b>Title:</b>	_____
<b>Address:</b>	For Staff Analyst use only. _____	<b>Direct Phone #:</b>	_____
<b>E-Mail</b>	_____	<b>Fax #:</b>	_____

**PROGRAM INFORMATION**

**TYPE OF AGENCY** Educational Institution

**Describe:** School District K-12

**PROGRAM DESCRIPTION**

The TYKES Program is a community collaborative designed to identify, engage, and strengthen families with young children through wraparound support and leveraged resources. Services will be provided primarily via the 10 existing District-funded Family Resource Centers (FRCs) utilizing a tiered system of support. TYKES will include Tier II & III case management and social worker support for 200 participants requiring longer-term or more intensive services. TYKES will also serve 35 children utilizing the Parents As Teachers curriculum.

**REGION**  
West End, Chino Valley, Ontario

**STRATEGIC PRIORITY AREA & OBJECTIVES**

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

Defined by the Strategic Plan

**ASSIGNED ANALYST:** Iffat Quazi

**ASSIGNED ACCOUNTANT:** Wilmar Gultom

**ASSIGNED EVALUATOR:** TBD

**PROCUREMENT TYPE:**  Competitive  Non-Competitive  
Choose an item.

**CONTRACT AMOUNT**

Fiscal Year	Original Amount	Amendment Amount	Total
2024-2025	\$ 243,924	\$ 0	\$ 243,924
2025-2026	\$ 261,132	\$ 0	\$ 261,132
2026-2027	\$ 276,650	\$ 0	\$ 276,650
<b>Total</b>			<b>\$ 781,706</b>

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

FOR COMMISSION USE ONLY						
<input checked="" type="checkbox"/>	New	Vendor Code 99000006	<b>SC</b>	Dept. 903	<b>A</b>	Contract Number  FS089
Organization Children and Families Commission					Contractor's License No.	
Commission Representative Cindy Faulkner, Assistant Director				Telephone 909-386-7706		Total Contract Amount \$2,746,620
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code 95200		Contract Start Date July 1, 2024		Contract End Date June 30, 2027		Original Amount
Cost Center 9033009900		GL Account 53003357		Internal Order No. 1000734		Amount \$905,637
Cost Center		GL Account		Internal Order No.		
Cost Center		GL Account		Internal Order No.		Amount
Abbreviated Use			Estimated Payment Total by Fiscal Year			
Family Supports			FY	Amount	I/D	FY
			24-25	\$905,637		
			25-26	\$912,217		
			26-27	\$928,766		

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

Legal Name (hereinafter called the Contractor)

Children's Fund Inc.

Department/Division

Address

348 W. Hospitality Lane, Suite 110

San Bernardino, CA 92408

Phone

909-379-6021

Federal ID No.

33-0193286

Program Address (if different from legal address):

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

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

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

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

**Auditor-Controller/Treasurer Tax Collector Use Only**

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

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## I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Uninsured:** Individuals not covered by health insurance.

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



## II. CONTRACTOR'S SERVICE RESPONSIBILITIES

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

## III. CONTRACTOR'S GENERAL RESPONSIBILITIES

### A. Participants

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

### B. Contractor Capacity

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

### C. Contract Assignability

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

### D. Conflict of Interest

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

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

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

O. Child Abuse Reporting

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

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

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

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

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P. Department of Justice Clearance

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

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

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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.

#### U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Attorney's Fees and Costs

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

X. Ownership Rights

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

Y. Attribution

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

[https://www.sbcounty.gov/uploads/First5/docs/main/media\\_guidelines.pdf](https://www.sbcounty.gov/uploads/First5/docs/main/media_guidelines.pdf).

Z. Incongruous Activities

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

AA. Reports

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

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

▪ Program Reports

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



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

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▪ Fiscal Reports

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

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

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

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▪ Asset Report

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

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

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BB. Pro-Children Act of 1994

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

CC. Debarment, Suspension, and Other Responsibility Matters

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

- a. The Contractor certifies that neither it, its principals, nor any potential subcontractors:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at [45 C.F.R. section 76.200](#)) by any federal department or agency;
  - 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
  - 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

- 5) Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

**DD.Environmental Requirements**

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

**EE. Campaign Contribution Disclosure (SB 1439)**

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

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

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

**IV. COMMISSION RESPONSIBILITIES**

- A. Commission shall verify performance results of Contractor according to the Program Work Plan and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.
- B. Commission shall compensate Contractor for approved expenses in accordance with Section V of this Contract.
- C. Commission shall specify all reports and deliverables required from the Contractor.
- D. Commission shall provide technical assistance as deemed necessary.
- E. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within fifteen (15) days of the Contract approval date.

**V. FISCAL PROVISIONS**

**A. Contract Amount**

The maximum amount of reimbursement under this Contract shall not exceed \$2,746,620 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2024-25	<u>\$ 905,637</u>	July 1, 2024 through June 30, 2025
Fiscal Year 2025-26	<u>\$ 912,217</u>	July 1, 2025 through June 30, 2026
Fiscal Year 2026-27	<u>\$ 928,766</u>	July 1, 2026 through June 30, 2027

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.

E. Supplanting of Funds

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

of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining from finds another revenue source without prior written approval of the Commission.

#### F. Payment of Taxes

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

#### G. Budget Line Item Changes

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

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

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

#### H. Budget Line Item Variance

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

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

#### I. Procurement

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

#### J. Fixed Assets

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

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

Contractor shall maintain insurance against the loss, theft, or damage to any item with a single unit cost of \$500 or more, including tax, purchased with Commission funds for the full replacement value

thereof in accordance with the provisions of Section III, subdivision S (Indemnification and Insurance Requirements).

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

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**VI. RIGHT TO MONITOR AND AUDIT**

A. Right to Monitor and Audit

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

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

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E. Recovery of Investigation and Audit Costs

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

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

**VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION**

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

**VIII. TERM**

- A. This Contract is effective as of July 1, 2024, and expires June 30, 2027, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.
- 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, 2027 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

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## IX. GENERAL PROVISIONS

### A. Notices

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

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

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

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

## X. NONDISCRIMINATION

### A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability

pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

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

**B. Americans with Disabilities Act/Individuals with Disabilities**

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

**C. Employment and Civil Rights**

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

**1. Equal Employment Opportunity Program**

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

**2. Civil Rights Compliance**

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

**D. Sexual Harassment**

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

**XI. IMPROPER CONSIDERATION**

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



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

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

## **XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

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

The Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the 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.

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continued on next page

**XIII. CONCLUSION**

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

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

**CHILDREN'S FUND INC.**  
Legal Entity

▶ \_\_\_\_\_  
Authorized Signature

Elliot Weinstein M.D.  
Printed Name

Commission Chair  
Title

\_\_\_\_\_  
Dated

▶ \_\_\_\_\_  
Authorized Signature

Cesar Navarrete  
Printed Name

President & CEO  
Title

\_\_\_\_\_  
Dated

Official Stamp

<p>Reviewed for Processing</p> <p>▶ _____ Cindy Faulkner Assistant Director</p> <p>_____ Date</p>	<p>Approved as to Legal Form</p> <p>▶ _____ Dawn Martin Commission Counsel</p> <p>_____ Date</p>	<p>Presented to Commission for Signature</p> <p>▶ _____ Karen E. Scott Executive Director</p> <p>_____ Date</p>
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<b>Agency Name:</b> Children’s Fund	<b>Contract #</b> FS089	<b>Service Area:</b> Countywide
<b>Program Name:</b> Family Supports Initiative		<b>Period:</b> July 1, 2024 – June 2027

<b>Expectations</b>	<p>Provide comprehensive family support to underserved populations in SBC: Children’s Fund (CF) Collaborative. CF serves as an administrative oversight, centralized point, tracking, leveraging &amp; coordinating the following collaborative members to services to children 0-5 &amp; families:</p> <ul style="list-style-type: none"> <li>• CF – Resources vetting, basic needs provision, financial assistance, Case Management (CM), resource connection, and resource referrals. Center-based, virtual, &amp; mobile services.</li> <li>• Pacific Clinic – Provide mental health assessments &amp; referrals in the West End &amp; High Desert Communities &amp; EBP parenting classes for the collaborative members throughout SBC in-person &amp; virtually in Spanish &amp; English. Center-based &amp; virtual services.</li> <li>• SAC Health – Health Care Navigation, psychosocial assessment, SDOH screening, Medi-Cal enrollment with center-based &amp; mobile services.</li> <li>• Autism Society (AS) – Focus on families with children with ASD in the High Desert community to provide advocacy, training, support, resource connections, &amp; system navigation in English &amp; Spanish. Center-based &amp; in-home services</li> <li>• Desert Sanctuary – Focus on victims of domestic violence &amp; other families with children 0-5 in Barstow, provide CM, resource referral, parenting class, basic needs provisions, screening, &amp; outreach.</li> </ul>
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<b>Outcomes</b>	<ol style="list-style-type: none"> <li>1. Families are connected to services that support children’s development &amp; parent/caregiver resiliency – Target 3,750. 80% of all referred families will receive the support needed to promote stability &amp; resiliency.</li> <li>2. Families are connected to resources that support their caregiving skills and social/family engagement—Target 4,250. 75% of families who are being screened will complete assessments and have their needs identified. 80% of parents/caregivers who complete parenting education and/or receive CM will report a decrease in parental distress, improve parent/caregiver interactions, and improve their resource identification and navigation skills.</li> <li>3. Families &amp; providers are aware of &amp; know how to access existing county resources – Target 80,000</li> <li>4. Promote prevention &amp; early identification of child abuse &amp; neglect – Target 3,750</li> <li>5. Quarterly training capacity building and collaborative meetings per year.</li> </ol>
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Objective Goal/Measure	Activity/Description	Activity Dosage/Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
1. Families are connected to services and resources	<ol style="list-style-type: none"> <li>1. Healthcare Navigation</li> <li>2. Behavioral health services</li> <li>3. Psychosocial assessments</li> <li>4. SDOH Screening</li> <li>5. Developmental Screening (ASD)</li> <li>6. DV support</li> <li>7. CM</li> <li>8. Parenting Class</li> <li>9. Basic Needs</li> </ol>	Ongoing	Monthly	<ol style="list-style-type: none"> <li>1. Aggregated count of parents with (language, ethnicity &amp; race)</li> <li>2. Aggregate count of children with demographics (break down age group 0-3 &amp; 3-5yr, language, ethnicity &amp; race)</li> </ol>	<p>Upload Excel sheet with tracking identification of the following:</p> <ol style="list-style-type: none"> <li>1. Number of referrals received from members within the collaborative.</li> <li>2. Number of follow-ups with families to ensure closed-loop service connection.</li> <li>3. Identify the type of services families received within the collaborative.</li> <li>4. Type of resources provided.</li> <li>5. Number of parenting sessions &amp; outcome</li> </ol>

<p>2. Families &amp; providers are aware of &amp; know how to access existing county resources</p>	<ol style="list-style-type: none"> <li>1. Community outreach to families.</li> <li>2. Promote prevention &amp; Early identification of child abuse &amp; neglect.</li> <li>3. Quarterly training capacity building &amp; collaborative meetings</li> </ol>	<p>Ongoing</p>	<p>Quarterly</p>	<ol style="list-style-type: none"> <li>1. Aggregated count of parents with (language, ethnicity &amp; race)</li> <li>2. Aggregated count of providers with (language, ethnicity &amp; race)</li> <li>3. Enter Monitoring Training tracking in Persimmony:                             <ul style="list-style-type: none"> <li>• Date of the training</li> <li>• Name of the training</li> <li>• Number of attendances</li> <li>• Attendee Type</li> </ul> </li> <li>4. Enter Monitoring Meeting tracking in Persimmony:                             <ul style="list-style-type: none"> <li>• Date of the meeting</li> <li>• Name of the meeting</li> <li>• Number of people in the meeting</li> <li>• Number of partner agencies represented in the meeting.</li> <li>• List of the partner agencies</li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>1. Upload a PDF of community outreach materials.</li> <li>2. Upload PDFs of the training description, attendance &amp; registration record, attendee’s feedback &amp; training evaluation</li> <li>3. Complete the Quarterly Narrative Reporting in the Monitoring Section</li> </ol>
<p>3. Report to F5SB</p>	<p>Enter data into Persimmony.</p>	<p>Annual</p>	<p>Annual</p>	<p>N/A</p>	<p>Complete the Annual Narrative Reporting in the Monitoring Section</p>

<p>Data Type:</p>	<p>Quantitative &amp; Qualitative</p>	
<p>Reporting Period:</p>	<p>Monthly, quarterly, annually</p>	<p>Due: By the 15<sup>th</sup> of the following month</p>



FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR:

2024-2025

<b>ORGANIZATION:</b>	Children's Fund	<b>DIRECTOR:</b>	Cesar Navarrete	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Supports Initiative Collaborative	<b>PROGRAM DIRECTOR:</b>	TBD	<b>TOTAL BUDGET:</b>	\$ 905,637
<b>INITIATIVE:</b>	Family Supports	<b>FINANCE OFFICER:</b>	Linda Franklin	<b>RFP/CONTRACT #:</b>	FS089

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F55B SALARY	F55B BENEFITS	F55B BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name:										
1	To be hired Contracts Specialist: Family Supports	1.00	24.04	2080	26%	50,003	13,001	63,004	63,004	100%	Liaison for Family Supports Initiative collaborative partners and other grantees. Vet community resources and maintain up to date resource guide. Responsible for grant reporting and billing. Plan and host quarterly collaborative meeting/training.
2	Denise Flanagan Program Clerk	0.20	18.00	411.11	26%	7,400	1,887	9,287	46,987	20%	Administration of the Emergency Needs Program, reviewing all requests and connecting with partner agencies to verify information provided and securing emergency needs goods and services needed to stabilize the family. Preparing all emergency requests for approval by the Program Manager and placing orders for goods and services.
3	Linda Franklin Fiscal Manager	0.05	34.00	103.82	26%	3,530	900	4,430	88,754	5%	Provides coordination of all in-house fiscal responsibilities and functions that include: processing all emergency needs requests, cutting checks, reconciling spending, processing invoices, and other general fiscal functions. Provides administrative support for reporting requirements pertaining to billing.
4	Betty Chambers Director of Programs	0.02	41.03	41.43	26%	1,700	433	2,133	107,105	2%	Provides oversight to emergency needs and voucher programs, including approving referrals, managing data platforms, coordinating with agency partners, and developing community relationships.



FIRST 5 SAN BERNARDINO  
 PROGRAM BUDGET  
 FISCAL YEAR:

2024-2025

<b>ORGANIZATION:</b>	Children's Fund	<b>DIRECTOR:</b>	Cesar Navarrete	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Supports Initiative Collaborative	<b>PROGRAM DIRECTOR:</b>	TBD	<b>TOTAL BUDGET:</b>	\$ 905,637
<b>INITIATIVE:</b>	Family Supports	<b>FINANCE OFFICER:</b>	Linda Franklin	<b>RFP/CONTRACT #:</b>	FS089

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
5	Amber Nelson-Thornycroft Program Manager	0.02	31.00	41.13	26%	1,275	325	1,600	80,922	2%	Provides program support reviewing all emergency needs requests, researching requests. Directly supervises the Program Clerk.
6	Cynthia Gonzalez HR & Operations	0.02	34.00	41.59	26%	1,414	361	1,775	88,754	2%	Manages the organization's operations, contract compliance and related functions.
	<b>Total Salaries &amp; Benefits</b>					\$ 65,322	\$ 16,907	\$ 82,229	\$ 475,526		



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

<b>ORGANIZATION:</b>	Children's Fund	<b>DIRECTOR:</b>	Cesar Navarrete	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Supports Initiative Collaborative	<b>PROGRAM DIRECTOR:</b>	TBD	<b>TOTAL BUDGET:</b>	\$ 905,637
<b>INITIATIVE:</b>	Family Supports	<b>FINANCE OFFICER:</b>	Linda Franklin	<b>RFP/CONTRACT #:</b>	FS089

II. SERVICES & SUPPLIES					
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1	Supplies and Technology	0%	2,500	Computer, office supplies, and IT support for Family Supports Coordinator to oversee project	
2	Meetings/Trainings	0%	2,000	Quarterly meetings with collaborative partners to discuss project, best practices, outcomes, etc. Provide training as needed with possible guest speakers	
3	Printing and publication	1%	5,000	Design and printing of resource guide for family support in San Bernardino County	
4	Rental/Utility/Needs Allowance	17%	150,000	Allowance for families receiving service in the project to cover, rent, utilities or other specific needs.	
Total Services & Supplies			\$ 159,500		
III. FOOD					
	Event(s):		TOTAL F5SB BUDGET (\$)	Description/Justification:	
1	Food for quarterly meetings		2,000	meal, snacks and drinks for meeting attendees 4 times a year	
2					
Total Food			\$ 2,000		
IV. TRAVEL					
	Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1	Program sites, meetings	To meet with families, partners, and vet service providers	\$ 1,500.00	Coordinate with subcontractors, and build resource guide	
Total Travel			\$ 1,500.00		
V. SUBCONTRACTORS					
	Organization Name:		TOTAL F5SB BUDGET (\$)	Description/Justification:	



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

2024-2025

<b>ORGANIZATION:</b>	Children's Fund	<b>DIRECTOR:</b>	Cesar Navarrete	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Supports Initiative Collaborative	<b>PROGRAM DIRECTOR:</b>	TBD	<b>TOTAL BUDGET:</b>	\$ 905,637
<b>INITIATIVE:</b>	Family Supports	<b>FINANCE OFFICER:</b>	Linda Franklin	<b>RFP/CONTRACT #:</b>	FS089

1	Autism Society	145,704	<ul style="list-style-type: none"> <li>-Executive director(.1 FTE)</li> <li>-Director of Programs(.05 FTE)</li> <li>-Admin Project Manager (.05 FTE)</li> <li>-Sr. Resource Specialist Bilingual (.1 FTE)</li> <li>-Resource Specialist Bilingual (1 FTE)</li> <li>-Data Coordinator (.15 FTE)</li> <li>-Book Keeper (.1 FTE)</li> <li>-Social Media Coordinator (.1 FTE)</li> <li>-Employee benefits</li> <li>-Printing</li> <li>-Marketing/Advertising</li> <li>-Office Supplies/Materials</li> <li>-Travel</li> <li>-Indirect 10%</li> </ul>
2	Desert Sanctuary	100,000	<ul style="list-style-type: none"> <li>-Executive Director (.05 FTE)</li> <li>-Finance Manager (.1 FTE)</li> <li>-Childcare worker (.1 FTE)</li> <li>-Case manager (1 FTE plus benefits)</li> <li>-Domestic Violence/Social Service Advocate (.1 FTE)</li> <li>-Group facilitators (.5 FTE plus benefits)</li> <li>-Computer</li> <li>-IT</li> <li>-File Cabinet</li> <li>-Utilities, internet, alarm cost allocation</li> <li>-Office Supplies</li> <li>-Case Management tools and supplies</li> <li>Audit/Insurance/Payroll allocation</li> </ul>
3	Pacific Clinics	216,372	<ul style="list-style-type: none"> <li>-Salaries(2 Behavioral Specialists, Admin)</li> <li>-Benefits</li> <li>-Office Supplies</li> <li>-Program Supplies (ASQ3, ASQSE, PSI Starter Kit, Food)</li> <li>-Mileage</li> <li>-Training and Conferences (MPAP)</li> </ul>





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

<b>ORGANIZATION:</b>	Children's Fund	<b>DIRECTOR:</b>	Cesar Navarrete	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Supports Initiative Collaborative	<b>PROGRAM DIRECTOR:</b>	TBD	<b>TOTAL BUDGET:</b>	\$ 905,637
<b>INITIATIVE:</b>	Family Supports	<b>FINANCE OFFICER:</b>	Linda Franklin	<b>RFP/CONTRACT #:</b>	FS089
4	SAC Health		193,260		-Intake Specialist (2 FTE plus benefits) -Program Coordinator (.2 FTE plus benefits) -IT Package -IT Support -Mileage
	Total Subcontractors		\$ 655,336		
VI.	INDIRECT COSTS				
	Percent:	Children's Fund Overhead	5,072		
	Basis:				
	Total Indirect Costs		5,072		
<b>TOTAL FIRST 5 BUDGET</b>			\$ 905,637		



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

<b>ORGANIZATION:</b>	Children's Fund	<b>DIRECTOR:</b>	Cesar Navarrete	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Supports Initiative Collaborative	<b>PROGRAM DIRECTOR:</b>	TBD	<b>TOTAL BUDGET:</b>	\$ 912,217
<b>INITIATIVE:</b>	Family Supports	<b>FINANCE OFFICER:</b>	Linda Franklin	<b>RFP/CONTRACT #:</b>	FS089

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	To be hired	Contracts Specialist: Family Supports	1.00	25.00	2080	26%	52,000	13,520	65,520	65,520	100%	Liaison for Family Supports Initiative collaborative partners and other grantees. Vet community resources and maintain up to date resource guide. Responsible for grant reporting and billing. Plan and host quarterly collaborative meeting/training.
2	Denise Flanagan	Program Clerk	0.20	18.97	411.11	26%	7,799	2,028	9,826	49,717	20%	Administration of the Emergency Needs Program, reviewing all requests and connecting with partner agencies to verify information provided and securing emergency needs goods and services needed to stabilize the family. Preparing all emergency requests for approval by the Program Manager and placing orders for goods and services.
3	Linda Franklin	Fiscal Manager	0.05	34.67	103.82	26%	3,599	936	4,535	90,863	5%	Provides coordination of all in-house fiscal responsibilities and functions that include: processing all emergency needs requests, cutting checks, reconciling spending, processing invoices, and other general fiscal functions. Provides administrative support for reporting requirements pertaining to billing.
4	Betty Chambers	Director of Programs	0.02	42.24	41.43	26%	1,750	446	2,196	110,263	2%	Provides oversight to emergency needs and voucher programs, including approving referrals, managing data platforms, coordinating with agency partners, and developing community relationships.



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

<b>ORGANIZATION:</b>	Children's Fund	<b>DIRECTOR:</b>	Cesar Navarrete	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Supports Initiative Collaborative	<b>PROGRAM DIRECTOR:</b>	TBD	<b>TOTAL BUDGET:</b>	\$ 912,217
<b>INITIATIVE:</b>	Family Supports	<b>FINANCE OFFICER:</b>	Linda Franklin	<b>RFP/CONTRACT #:</b>	FS089

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
5	Amber Nelson-Thornycroft Program Manager	0.02	32.21	41.13	26%	1,325	338	1,663	84,081	2%	Provides program support reviewing all emergency needs requests, researching requests. Directly supervises the Program Clerk.
6	Cynthia Gonzalez HR & Operations	0.02	35.20	41.59	26%	1,464	373	1,837	91,886	2%	Manages the organization's operations, contract compliance and related functions.
Total Salaries & Benefits						\$ 67,937	\$ 17,641	\$ 85,578	\$ 492,330		



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

<b>ORGANIZATION:</b>	Children's Fund	<b>DIRECTOR:</b>	Cesar Navarrete	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Supports Initiative Collabor	<b>PROGRAM DIRECTOR:</b>	TBD	<b>TOTAL BUDGET:</b>	\$ 912,217
<b>INITIATIVE:</b>	Family Supports	<b>FINANCE OFFICER:</b>	Linda Franklin	<b>RFP/CONTRACT #:</b>	FS089

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Supplies and Technology	0%	1,500	Office supplies, and IT support for Family Supports Coordinator to oversee project
2	Meetings/Trainings	0%	2,000	Quarterly meetings with collaborative partners to discuss project, best practices, outcomes, etc. Provide training as needed with possible guest speakers
3	Printing and publication	0%	2,500	Design and printing of resource guide for family support in San Bernardino County
4	Rental/Utility/Needs Allowance	16%	150,000	Allowance for families receiving service in the project to cover, rent, utilities or other specific needs.
	Total Services & Supplies		\$ 156,000	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Food for quarterly meetings		2,000	meal, snacks and drinks for meeting attendees 4 times a year
	Total Food		\$ 2,000	
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Program sites	To meet with families, partners, and vet service providers	1,500	Coordinate with subcontractors, and build resource guide
	Total Travel		\$ 1,500	
V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET (\$)	Description/Justification:



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

<b>ORGANIZATION:</b>	Children's Fund	<b>DIRECTOR:</b>	Cesar Navarrete	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Supports Initiative Collabor	<b>PROGRAM DIRECTOR:</b>	TBD	<b>TOTAL BUDGET:</b>	\$ 912,217
<b>INITIATIVE:</b>	Family Supports	<b>FINANCE OFFICER:</b>	Linda Franklin	<b>RFP/CONTRACT #:</b>	FS089

1	Autism Society	148,771	<ul style="list-style-type: none"> <li>-Executive director(.1 FTE)</li> <li>-Director of Programs(.05 FTE)</li> <li>-Admin Project Manager (.05 FTE)</li> <li>-Sr. Resource Specialist Bilingual (.1 FTE)</li> <li>-Resource Specialist Bilingual (1 FTE)</li> <li>-Data Coordinator (.15 FTE)</li> <li>-Book Keeper (.1 FTE)</li> <li>-Social Media Coordinator (.1 FTE)</li> <li>-Employee benefits</li> <li>-Printing</li> <li>-Marketing/Advertising</li> <li>-Office Supplies/Materials</li> <li>-Travel</li> <li>-Indirect 10%</li> </ul>
2	Desert Sanctuary	103,400	<ul style="list-style-type: none"> <li>-Executive Director (.05 FTE)</li> <li>-Finance Manager (.1 FTE)</li> <li>-Childcare worker (.1 FTE)</li> <li>-Case manager (1 FTE plus benefits)</li> <li>-Domestic Violence/Social Service Advocate (.1 FTE)</li> <li>-Group facilitators (.5 FTE plus benefits)</li> <li>-IT</li> <li>-Utilities, internet, alarm cost allocation</li> <li>-Office Supplies</li> <li>-Case Management tools and supplies</li> <li>-Audit/Insurance/Payroll allocation</li> </ul>
3	Pacific Clinics	216,371	<ul style="list-style-type: none"> <li>-Salaries(2 Behavioral Specialists, Admin)</li> <li>-Benefits</li> <li>-Office Supplies</li> <li>-Program Supplies (ASQ3, ASQSE, PSI Starter Kit, Food)</li> <li>-Mileage</li> <li>-Training and Conferences (MPAP)</li> </ul>



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

<b>ORGANIZATION:</b>	Children's Fund	<b>DIRECTOR:</b>	Cesar Navarrete	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Supports Initiative Collabor	<b>PROGRAM DIRECTOR:</b>	TBD	<b>TOTAL BUDGET:</b>	\$ 912,217
<b>INITIATIVE:</b>	Family Supports	<b>FINANCE OFFICER:</b>	Linda Franklin	<b>RFP/CONTRACT #:</b>	FS089
4	SAC Health		193,571		-Intake Specialist (2 FTE plus benefits) -Program Coordinator (.2 FTE plus benefits) -IT Package -IT Support -Mileage
5					
	Total Subcontractors		\$ 662,113		
<b>VI. INDIRECT COSTS</b>					
	Percent: Children's Fund Overhead		5,026		
	Basis:				
	Total Indirect Costs		\$ 5,026		
<b>TOTAL FIRST 5 BUDGET</b>			\$ 912,217		



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

<b>ORGANIZATION:</b>	Children's Fund	<b>DIRECTOR:</b>	Cesar Navarrete	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Supports Initiative Collaborative	<b>PROGRAM DIRECTOR:</b>	TBD	<b>TOTAL BUDGET:</b>	\$ 928,766
<b>INITIATIVE:</b>	Family Supports	<b>FINANCE OFFICER:</b>	Linda Franklin	<b>RFP/CONTRACT #:</b>	FS089

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	To be hired	Family Supports Coordinator	1.00	25.96	2080	26%	53,997	14,039	68,036	68,036	100%	Liaison for Family Supports Initiative collaborative partners and other grantees. Vet community resources and maintain up to date resource guide. Responsible for grant reporting and billing. Plan and host quarterly collaborative meeting/training.
2	Denise Flanagan	Program Clerk	0.20	19.95	411.11	26%	8,202	2,091	10,293	52,077	20%	Administration of the Emergency Needs Program, reviewing all requests and connecting with partner agencies to verify information provided and securing emergency needs goods and services needed to stabilize the family. Preparing all emergency requests for approval by the Program Manager and placing orders for goods and services.
3	Linda Franklin	Fiscal Manager	0.05	35.35	103.82	26%	3,670	936	4,606	92,278	5%	Provides coordination of all in-house fiscal responsibilities and functions that include: processing all emergency needs requests, cutting checks, reconciling spending, processing invoices, and other general fiscal functions. Provides administrative support for reporting requirements pertaining to billing.
4	Betty Chambers	Director of Programs	0.02	43.44	41.43	26%	1,800	459	2,259	113,396	2%	Provides oversight to emergency needs and voucher programs, including approving referrals, managing data platforms, coordinating with agency partners, and developing community relationships.
5	Amber Nelson-Thornycroft	Program Manager	0.02	33.19	41.13	26%	1,365	348	1,713	86,639	2%	Provides program support reviewing all emergency needs requests, researching requests. Directly supervises the Program Clerk.



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

<b>ORGANIZATION:</b>	Children's Fund	<b>DIRECTOR:</b>	Cesar Navarrete	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Supports Initiative Collaborative	<b>PROGRAM DIRECTOR:</b>	TBD	<b>TOTAL BUDGET:</b>	\$ 928,766
<b>INITIATIVE:</b>	Family Supports	<b>FINANCE OFFICER:</b>	Linda Franklin	<b>RFP/CONTRACT #:</b>	FS089

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
6	Cynthia Gonzalez   HR & Operations	0.02	36.40	41.59	26%	1,514	386	1,900	95,019	2%	Manages the organization's operations, contract compliance and related functions.
	Total Salaries & Benefits					\$ 70,547	\$ 18,260	\$ 88,807	\$ 507,445		





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

<b>ORGANIZATION:</b>	Children's Fund	<b>DIRECTOR:</b>	Cesar Navarrete	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Supports Initiative Collabor	<b>PROGRAM DIRECTOR:</b>	TBD	<b>TOTAL BUDGET:</b>	\$ 928,766
<b>INITIATIVE:</b>	Family Supports	<b>FINANCE OFFICER:</b>	Linda Franklin	<b>RFP/CONTRACT #:</b>	FS089

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Supplies and Technology	0%	1,500	Office supplies, and IT support for Family Supports Coordinator to oversee project
2	Meetings/Trainings	0%	2,000	Quarterly meetings with collaborative partners to discuss project, best practices, outcomes, etc. Provide training as needed with possible guest speakers
3	Printing and publication	0%	2,500	Design and printing of resource guide for family support in San Bernardino County
4	Rental/Utility/Needs Allowance	16%	150,000	Allowance for families receiving service in the project to cover, rent, utilities or other specific needs.
Total Services & Supplies			\$ 156,000	

III. FOOD				
	Event(s):		TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Food for quarterly meetings		2,000	meal, snacks and drinks for meeting attendees 4 times a year
Total Food			\$ 2,000	

IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Program sites, meeting	To meet with families, partners, and vet service providers	1,500	Coordinate with subcontractors, and build resource guide
Total Travel			\$ 1,500	

V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET (\$)	Description/Justification:



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

<b>ORGANIZATION:</b>	Children's Fund	<b>DIRECTOR:</b>	Cesar Navarrete	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Supports Initiative Collabor	<b>PROGRAM DIRECTOR:</b>	TBD	<b>TOTAL BUDGET:</b>	\$ 928,766
<b>INITIATIVE:</b>	Family Supports	<b>FINANCE OFFICER:</b>	Linda Franklin	<b>RFP/CONTRACT #:</b>	FS089

1	Autism Society	151,839	<ul style="list-style-type: none"> <li>-Executive director(.1 FTE)</li> <li>-Director of Programs(.05 FTE)</li> <li>-Admin Project Manager (.05 FTE)</li> <li>-Sr. Resource Specialist Bilingual (.1 FTE)</li> <li>-Resource Specialist Bilingual (1 FTE)</li> <li>-Data Coordinator (.15 FTE)</li> <li>-Book Keeper (.1 FTE)</li> <li>-Social Media Coordinator (.1 FTE)</li> <li>-Employee benefits</li> <li>-Printing</li> <li>-Marketing/Advertising</li> <li>-Office Supplies/Materials</li> <li>-Travel</li> <li>-Indirect 10%</li> </ul>
2	Desert Sanctuary	108,110	<ul style="list-style-type: none"> <li>-Executive Director (.05 FTE)</li> <li>-Finance Manager (.1 FTE)</li> <li>-Childcare worker (.1 FTE)</li> <li>-Case manager (1 FTE plus benefits)</li> <li>-Domestic Violence/Social Service Advocate (.1 FTE)</li> <li>-Group facilitators (.5 FTE plus benefits)</li> <li>-IT</li> <li>-Utilities, internet, alarm cost allocation</li> <li>-Office Supplies</li> <li>-Case Management tools and supplies</li> <li>-Audit/Insurance/Payroll allocation</li> </ul>
3	Pacific Clinics	216,371	<ul style="list-style-type: none"> <li>-Salaries(2 Behavioral Specialists, Admin)</li> <li>-Benefits</li> <li>-Office Supplies</li> <li>-Program Supplies (ASQ3, ASQSE, PSI Starter Kit, Food)</li> <li>-Mileage</li> <li>-Training and Conferences (MPAP)</li> </ul>



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

<b>ORGANIZATION:</b>	Children's Fund	<b>DIRECTOR:</b>	Cesar Navarrete	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Supports Initiative Collabor	<b>PROGRAM DIRECTOR:</b>	TBD	<b>TOTAL BUDGET:</b>	\$ 928,766
<b>INITIATIVE:</b>	Family Supports	<b>FINANCE OFFICER:</b>	Linda Franklin	<b>RFP/CONTRACT #:</b>	FS089
4	SAC Health		199,041		-Intake Specialist (2 FTE plus benefits) -Program Coordinator (.2 FTE plus benefits) -IT Package -IT Support -Mileage
	Total Subcontractors		\$ 675,361		
VI.	INDIRECT COSTS				
	Percent:	Children's Fund Overhead	5,098		
	Basis:				
	Total Indirect Costs		\$ 5,098		
<b>TOTAL FIRST 5 BUDGET</b>			\$ 928,766		

# ATTACHMENT C

## Campaign Contribution Disclosure (SB 1439)

### DEFINITIONS

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

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

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

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

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

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

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

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

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

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

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

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

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

Company Name	Individual(s) Name
N/A	

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

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

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

10. Name of Commission member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

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



## Program Outline Document 2024-2027

### AGENCY INFORMATION

**Contract #:** FS089

**Legal Entity:** Children’s Fund Inc.

**Dept./Division:**

**Project Name:** Family Supports Initiative Collaborative

**Program Site Address:** 348 W. Hospitality Lane, Suite 110  
San Bernardino, CA 92408

**Client Referral Phone #:** 909-379-0000

### CONTACT INFORMATION

#### SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

**Name:** Cesar Navarrete **Title:** President & CEO

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

**E-Mail:** cesar@childrensfund.org **Fax #:**

#### CONTRACT REPRESENTATIVE

**Name:** Andrea Crawford **Title:** Campaign Officer

**Address:** 348 W. Hospitality Lane, Suite 110 **Direct Phone #:** 909-379-6027

**E-Mail:** andrea@childrensfund.org **Fax #:**

#### PROGRAM CONTACT

**Name:** TBD **Title:** Contracts Specialist

**Address:** 348 W. Hospitality Lane, Suite 110 **Direct Phone #:** 909-379-0000

**E-Mail:** **Fax #:**

#### FISCAL CONTACT

**Name:** Linda Franklin **Title:** Fiscal Manager

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

**E-Mail:** linda@childrensfund.org **Fax#:**

#### ADDITIONAL CONTACT (Describe): Program

**Name:** **Title:**

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

**E-Mail:** **Fax #:**

**PROGRAM INFORMATION**

**TYPE OF AGENCY** Private Entity/Institution

**Describe:** Non Profit

**PROGRAM DESCRIPTION** With a collective goal of improving parenting and family self-sufficiency outcomes for parents and long-term safety and health development outcomes for children ages 0-5 throughout San Bernardino County, this collaborative is operating under the following objectives:

- 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 resources.
- Promote prevention and early identification of child abuse and neglect.

**REGION**

San Bernardino County

**STRATEGIC PRIORITY AREA & OBJECTIVES**

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

Defined by the Strategic Plan

**ASSIGNED ANALYST:** Iffat Quazi

**ASSIGNED ACCOUNTANT:** Wilmar Gultom

**ASSIGNED EVALUATOR:** TBD

**PROCUREMENT TYPE:**

Competitive

Non-Competitive

Choose an item.



**CONTRACT AMOUNT**

<b>Fiscal Year</b>	<b>Original Amount</b>	<b>Amendment Amount</b>	<b>Total</b>
<b>2024-2025</b>	\$905,637	\$0	\$905,637
<b>2025-2026</b>	\$912,217	\$0	\$912,217
<b>2026-2027</b>	\$928,766	\$0	\$928,766
<b>Total</b>			\$2,746,620

**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 10004111	<b>SC</b>	Dept. 903	<b>A</b>
Organization Children and Families Commission				Contract Number <b>FS090</b>
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706	Contractor's License No.
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				Total Contract Amount <b>\$2,753,520</b>
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date July 1, 2024	Contract End Date June 30, 2027	Original Amount	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1006513	Amount \$917,840
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use	Estimated Payment Total by Fiscal Year			
	FY	Amount	I/D	FY Amount I/D
Family Supports	24-25	\$917,840		
	25-26	\$917,840		
	26-27	\$917,840		

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)

Walden Environment dba Walden Family Services

Department/Division

Community Programs

Address

8525 Gibbs Drive #100

San Diego, CA 92123

Phone

951 204 8299

Federal ID No.

94-2358632

Program Address (if different from legal address):

255 North D Street, Suite 412

San Bernardino, 92401

**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**

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## I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Uninsured:** Individuals not covered by health insurance.

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

## II. CONTRACTOR'S SERVICE RESPONSIBILITIES

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

## III. CONTRACTOR'S GENERAL RESPONSIBILITIES

### A. Participants

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

### B. Contractor Capacity

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

### C. Contract Assignability

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

### D. Conflict of Interest

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

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

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

O. Child Abuse Reporting

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

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

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

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

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P. Department of Justice Clearance

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

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

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Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or

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

or

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

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

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

#### T. Licenses and Permits

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

#### U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Attorney's Fees and Costs

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

X. Ownership Rights

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

Y. Attribution

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

[https://www.sbcounty.gov/uploads/First5/docs/main/media\\_guidelines.pdf](https://www.sbcounty.gov/uploads/First5/docs/main/media_guidelines.pdf).

Z. Incongruous Activities

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

AA. Reports

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

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

▪ Program Reports

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

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

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▪ Fiscal Reports

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

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

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

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▪ Asset Report

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

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

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BB. Pro-Children Act of 1994

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

CC. Debarment, Suspension, and Other Responsibility Matters

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

- a. The Contractor certifies that neither it, its principals, nor any potential subcontractors:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at [45 C.F.R. section 76.200](#)) by any federal department or agency;
  - 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
  - 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

- 5) Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

**DD.Environmental Requirements**

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

**EE. Campaign Contribution Disclosure (SB 1439)**

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

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

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

**IV. COMMISSION RESPONSIBILITIES**

- A. Commission shall verify performance results of Contractor according to the Program Work Plan and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.
- B. Commission shall compensate Contractor for approved expenses in accordance with Section V of this Contract.
- C. Commission shall specify all reports and deliverables required from the Contractor.
- D. Commission shall provide technical assistance as deemed necessary.
- E. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within fifteen (15) days of the Contract approval date.

**V. FISCAL PROVISIONS**

**A. Contract Amount**

The maximum amount of reimbursement under this Contract shall not exceed \$2,753,520 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 2024-25	<u>\$ \$917,840</u>	July 1, 2024 through June 30, 2025
Fiscal Year 2025-26	<u>\$ \$917,840</u>	July 1, 2025 through June 30, 2026
Fiscal Year 2026-27	<u>\$ \$917,840</u>	July 1, 2026 through June 30, 2027

## 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.

## E. Supplanting of Funds

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

of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining from finds another revenue source without prior written approval of the Commission.

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

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

H. Budget Line Item Variance

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

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

I. Procurement

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

J. Fixed Assets

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

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

Contractor shall maintain insurance against the loss, theft, or damage to any item with a single unit cost of \$500 or more, including tax, purchased with Commission funds for the full replacement value



thereof in accordance with the provisions of Section III, subdivision S (Indemnification and Insurance Requirements).

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

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**VI. RIGHT TO MONITOR AND AUDIT**

A. Right to Monitor and Audit

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

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

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E. Recovery of Investigation and Audit Costs

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

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

**VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION**

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

**VIII. TERM**

- A. This Contract is effective as of July 1, 2024, and expires June 30, 2027, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.
- 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, 2027 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

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## **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:** Walden Environment dba Walden Family Services  
8525 Gibbs Drive #100  
San Diego, CA 92123

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

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

## **X. NONDISCRIMINATION**

### **A. General**

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability

pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

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

**B. Americans with Disabilities Act/Individuals with Disabilities**

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

**C. Employment and Civil Rights**

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

**1. Equal Employment Opportunity Program**

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

**2. Civil Rights Compliance**

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

**D. Sexual Harassment**

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

**XI. IMPROPER CONSIDERATION**

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

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

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

## **XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

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

The Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the 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.

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continued on next page

**XIII. CONCLUSION**

- A. This Contract, consisting of 22 pages and Attachments A, B and C inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A, B and C are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

CHILDREN AND FAMILIES COMMISSION FOR  
SAN BERNARDINO COUNTY

WALDEN ENVIRONMENT DBA WALDEN  
FAMILY SERVICES  
Legal Entity

▶ \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Elliot Weinstein M.D.  
Printed Name

\_\_\_\_\_  
Commission Chair  
Title

\_\_\_\_\_  
Dated

▶ \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Sue Evans  
Printed Name

\_\_\_\_\_  
Chief Operating Officer  
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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<b>Agency Name:</b> Walden Family Services	<b>Contract #</b> FS090	<b>Service Area:</b> San Bernardino, Redlands, Colton, Rancho Cucamonga West Valley, East Valley & Central Valley
<b>Program Name:</b> Nurturing Family Program		<b>Period:</b> July 1, 2024 – June 30, 2027

<b>Expectations</b>	Implementation of Nurturing Families program providing parenting, support to families/caregivers to support their children’s development, increase family resiliency, caregiving skills & social/family engagement. Provide resources throughout the county based on the needs of each family/caregiver & promote prevention and early identification of child abuse & neglect.
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<b>Outcomes</b>	Serve 220 families annually (100 in Central, 60 in Eastern, & 60 in Western Region) through Nurturing Families Program, Case Management Assistances with access to community supports and services based on families identified needs.
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Objective Goal/Measure	Activity/Description	Activity Dosage/Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
1. Enhance parenting knowledge & skills	<ul style="list-style-type: none"> <li>Nurturing Families (in-person &amp; virtual)</li> <li>Child enrichment groups</li> </ul>	Ongoing	Monthly	1. Aggregated count of parents with (language, ethnicity & race) 2. Aggregate count of children with demographics (break down age group 0-3 & 3-5yr, language, ethnicity & race)	1. Upload data in Excel sheet format with identification of parenting curriculum evaluation.
2. Case Management Assistance	<ul style="list-style-type: none"> <li>CM assessment</li> <li>Develop empowerment plans for parents/ caregivers.</li> </ul>	Identify needs, follow-up & resolve CM	Monthly	1. Aggregated count of parents with (language, ethnicity & race)	1. Upload data in Excel sheet format with SDOH identification. 2. Upload data in Excel sheet format with identification of pre & post-empowerment plan progress.
3. Community engagement outreach	<ul style="list-style-type: none"> <li>Attending community outreach events &amp; workshops.</li> <li>Collaborate with local organizations, service providers &amp; partners.</li> <li>Conduct community feedback &amp; satisfaction surveys.</li> </ul>	Ongoing	Quarterly & Annually	N/A	1. Upload data in Excel sheet format with identification of parent satisfaction survey & parent leadership outcome. 2. Complete the Quarterly & Annual Narrative Reporting in the Monitoring Section

<b>Data Type:</b> Quantitative & Qualitative
<b>Reporting Period:</b> monthly, quarterly, annually
<b>Due:</b> By the 15 <sup>th</sup> of the following month

**PROGRAM BUDGET**  
**FISCAL YEAR:**

**2024-2025**

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>		<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name:		Position:								
1	Sue Evans	0.08	87.25	156	0%	13,611	-	13,611	181,480	8%	Responsible for general oversight of the contract and program sustainability planning
2	Nicole Stevens	0.50	53.01	1040	28%	55,130	15,437	70,567	141,134	50%	Responsible for the day to day oversight of the program as well as the training and supervision of the staff.
3	Ambar Navarro	1.00	33.00	2080	28%	68,640	19,219	87,859	87,859	100%	To supervise outreach, intake, data, coordinate schedules and assist program director.
4	ML	0.75	28.36	1560	28%	44,242	12,388	56,629	75,506	75%	Responsible for overseeing collection, entering and analyzing of data.
5	BP	0.75	24.31	1560	28%	37,924	10,619	48,542	64,723	75%	Responsible for overseeing collection, entering and analyzing of data.
6	MS	1.00	27.96	2080	28%	58,157	16,284	74,441	74,441	100%	Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to-face sessions for families. This position requires previous experience and/ or a BA degree in a related field and will train and supervise other Facilitator / Case Manager and volunteers.
7	CL	1.00	27.04	2080	28%	56,243	15,748	71,991	71,991	100%	Includes bilingual stipend: Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to-face sessions for families. This position requires previous experience and/ or a BA degree in a related field.



**PROGRAM BUDGET**  
**FISCAL YEAR:**

**2024-2025**

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>		<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F55B SALARY	F55B BENEFITS	F55B BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
8	AF	Facilitator /Case Manager bilingual \$0.58	1.00	26.94	2080	28%	56,035	15,690	71,725	71,725	100%	Includes bilingual stipend: Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to -face sessions for families. This position requires previous experience and/ or a BA degree in a related field.
9	ND	Facilitator/ Case Manager	1.00	26.74	2080	28%	55,619	15,573	71,193	71,193	100%	Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to -face sessions for families. This position requires previous experience and/ or a BA degree in a related field.
10	AP	Facilitator/ Case Manager	1.00	25.47	2080	28%	52,978	14,834	67,811	67,811	100%	Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to -face sessions for families. This position requires previous experience and/ or a BA degree in a related field.
11	To Be Determined	Case Manager /Facilitator	1.00	25.47	2080	28%	52,978	14,834	67,811	67,811	100%	Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to -face sessions for families. This position requires previous experience and/ or a BA degree in a related field.

**PROGRAM BUDGET**  
**FISCAL YEAR: 2024-2025**

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>		<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090

LINE	BUDGET CATEGORY		FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
	A	B	C	D	E	F	G	H	I	J		
I.	SALARIES & BENEFITS											
	Name:	Position:										
12	Mary Snooks	Account Receivables Supervisor	0.07	35.95	145.6	0%	5,234	-	5,234	74,776	7%	Responsible for preparing the invoice for billing to the county and records Accounts Receivable related to the program.
13	Evelyn Pitta	Accounts Payable	0.05	24.55	104	0%	2,553	-	2,553	51,064	5%	Accounts Payable is responsible to pay agency wide invoices.
	Total Salaries & Benefits						\$ 559,344	\$ 150,625	\$ 709,968	\$ 1,101,514		

**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET**

**FISCAL YEAR:** **2024-2025**

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>	0	<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090

II.				
		% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Cell phones	0%	\$ 3,960	To include cell phone stipend to staff \$33/month and intake cell phone.
2	Leases	5%	\$ 42,480	To include, but not limited to, the allocation of the office lease, copier lease and any room rentals to hold in person classes and child enrichment.
3	Office phone/Internet	0%	\$ 1,000	To include, but not limited to, office phones and internet cost.
4	Program materials and supplies	1%	\$ 6,000	To include, but not limited to, program materials, supplies, first aid supplies, promotional materials for class participation and community outreach, such as crafts, pens, crayons, candy, outreach fees and seasonal decorations. Incentives for participating in outreach events such as bus passes, child safety or child enrichment item of their choice. DocuSign and Adobe to complete required documentation are also included in this line.
5	Participant Incentives	1%	\$ 9,600	To include, but not limited to, a \$35-\$50 incentive item for class graduates for their child or self care item of their choice for up to 220 participants. If participant attends a further 4 sessions and/or case management meetings, the incentive can increase to \$100.
6	Participant Transportation	0%	\$ 3,977	To include, but not limited to, the purchase of ride share/ gas cards/ bus passes to travel into intake appointment/ class/ office / events /community meetings.
7	Staff development /training	1%	\$ 6,500	To include, but not limited to, the cost of attending and/or or presenting in or out of State conferences, staff Relias training, staff virtual/ in-person training as well as including costs of trainer/supplies/ food.
8	Postage	0%	\$ 1,300	To mail certificates /flyers/ resources to families as well as mailing packages to the corporate office. In addition, to mail child enrichment activities if they have attended a virtual class(es).
9	Printing	0%	\$ 2,000	To include, but not limited to, cost of ink and printing promotional materials.

**FIRST 5 SAN BERNARDINO**

**PROGRAM BUDGET**

**FISCAL YEAR:** **2024-2025**

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>	0	<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090

II.				
		% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
10	Office supplies	1%	\$ 5,246	To include, but not limited to, paper, pens, folders, coffee, cups, computer and desk supplies, office chairs, allocation of agency virtual meeting account and Agency DocuSign cost.
11	Office equipment	1%	\$ 5,000	To include, but not limited to, projectors and laptops. Anticipated cost of laptop expense is \$1200/laptop.
12	Annual Audit	0%	\$ 2,520	Allocation of required cost of annual audit.
13	Insurances/ Taxes/ Licenses	1%	\$ 8,800	Allocation of liability, cyber, director and officers insurances.
14	Volunteer/intern/parents/staff clearances	0%	\$ 1,000	To include cost of pre-hire fingerprinting, medical, TB and drug test for new staff. ( 4x\$250)
15	IT services	1%	\$ 6,000	Allocation of IT support contract to include helpdesk, laptop repairs and IT services.
Total Services & Supplies			\$ 105,383	
III.				
FOOD				
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1	Food for class		10,000	To include, but not limited to, meals, snacks, food, drinks, napkins, cups , plates, silverware for families attending classes, activities and workshops, meetings, food truck for summer graduation, Thanksgiving food baskets, and food bags for families in need.
2				
Total Food			\$ 10,000	
IV.				
TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1	Mileage	travel to classes, case management , meetings , trainings	9,049	Staff mileage to attend outreach events, meetings, trainings, classes, case management and monthly home visiting. (\$0.52/mile/ 1500/miles/month)
Total Travel			9,049	

**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET**

**FISCAL YEAR:** **2024-2025**

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>	0	<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090
<b>II.</b>					
		% of Allocation:	<b>TOTAL F5SB BUDGET</b> (\$)	Description/Justification:	
<b>V. SUBCONTRACTORS</b>					
	Organization Name:		<b>TOTAL F5SB BUDGET</b>	Description/Justification:	
1					
	Total Subcontractors		-		
<b>VI. INDIRECT COSTS</b>					
	Percent:	10%	83,440	To cover Agency overhead including, but not limited to, HR, Accounting, and Corporate overhead costs.	
	Basis:				
	Total Indirect Costs		83,440		
<b>TOTAL FIRST 5 BUDGET</b>			\$	917,840	

**PROGRAM BUDGET**  
**FISCAL YEAR:**

**2025-2026**

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>		<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name:		Position:								
1	Sue Evans	0.08	87.25	156	0%	13,611	-	13,611	181,480	8%	Responsible for general oversight of the contract and program sustainability planning
2	Nicole Stevens	0.50	53.01	1040	28%	55,130	15,437	70,567	141,134	50%	Responsible for the day to day oversight of the program as well as the training and supervision of the staff.
3	Ambar Navarro	1.00	33.00	2080	28%	68,640	19,219	87,859	87,859	100%	To supervise outreach, intake, data, coordinate schedules and assist program director.
4	ML	0.75	28.36	1560	28%	44,242	12,388	56,629	75,506	75%	Responsible for overseeing collection, entering and analyzing of data.
5	BP	0.75	24.31	1560	28%	37,924	10,619	48,542	64,723	75%	Responsible for overseeing collection, entering and analyzing of data.
6	MS	1.00	27.96	2080	28%	58,157	16,284	74,441	74,441	100%	Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to-face sessions for families. This position requires previous experience and/ or a BA degree in a related field and will train and supervise other Facilitator / Case Manager and volunteers.
7	CL	1.00	27.04	2080	28%	56,243	15,748	71,991	71,991	100%	Includes bilingual stipend: Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to-face sessions for families. This position requires previous experience and/ or a BA degree in a related field.

**PROGRAM BUDGET**  
**FISCAL YEAR:**

**2025-2026**

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>		<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name:										
	Position:										
8	AF Facilitator /Case Manager bilingual \$0.58	1.00	26.94	2080	28%	56,035	15,690	71,725	71,725	100%	Includes bilingual stipend: Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to -face sessions for families. This position requires previous experience and/ or a BA degree in a related field.
9	ND Facilitator/ Case Manager	1.00	26.74	2080	28%	55,619	15,573	71,193	71,193	100%	Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to -face sessions for families. This position requires previous experience and/ or a BA degree in a related field.
10	AP Facilitator/ Case Manager	1.00	25.47	2080	28%	52,978	14,834	67,811	67,811	100%	Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to -face sessions for families. This position requires previous experience and/ or a BA degree in a related field.
11	To Be Determined Case Manager /Facilitator	1.00	25.47	2080	28%	52,978	14,834	67,811	67,811	100%	Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to -face sessions for families. This position requires previous experience and/ or a BA degree in a related field.

**PROGRAM BUDGET**  
**FISCAL YEAR: 2025-2026**

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>		<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090

LINE	BUDGET CATEGORY		FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
	A	B	C	D	E	F	G	H	I	J		
I.	SALARIES & BENEFITS											
	Name:	Position:										
12	Mary Snooks	Account Receivables Supervisor	0.07	35.95	145.6	0%	5,234	-	5,234	74,776	7%	Responsible for preparing the invoice for billing to the county and records Accounts Receivable related to the program.
13	Evelyn Pitta	Accounts Payable	0.05	24.55	104	0%	2,553	-	2,553	51,064	5%	Accounts Payable is responsible to pay agency wide invoices.
	Total Salaries & Benefits						\$ 559,344	\$ 150,625	\$ 709,968	\$ 1,101,514		



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET**

**FISCAL YEAR:** **2025-2026**

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>	0	<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090

II.				
		% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Cell phones	0%	\$ 3,960	To include cell phone stipend to staff \$33/month and intake cell phone.
2	Leases	5%	\$ 42,480	To include, but not limited to, the allocation of the office lease, copier lease and any room rentals to hold in person classes and child enrichment.
3	Office phone/Internet	0%	\$ 1,000	To include, but not limited to, office phones and internet cost.
4	Program materials and supplies	1%	\$ 6,000	To include, but not limited to, program materials, supplies, first aid supplies, promotional materials for class participation and community outreach, such as crafts, pens, crayons, candy, outreach fees and seasonal decorations. Incentives for participating in outreach events such as bus passes, child safety or child enrichment item of their choice. DocuSign and Adobe to complete required documentation are also included in this line.
5	Participant Incentives	1%	\$ 9,600	To include, but not limited to, a \$35-\$50 incentive item for class graduates for their child or self care item of their choice for up to 220 participants. If participant attends a further 4 sessions and/or case management meetings, the incentive can increase to \$100.
6	Participant Transportation	0%	\$ 3,977	To include, but not limited to, the purchase of ride share/ gas cards/ bus passes to travel into intake appointment/ class/ office / events /community meetings.
7	Staff development /training	1%	\$ 6,500	To include, but not limited to, the cost of attending and/or or presenting in or out of State conferences, staff Relias training, staff virtual/ in-person training as well as including costs of trainer/supplies/ food.
8	Postage	0%	\$ 1,300	To mail certificates /flyers/ resources to families as well as mailing packages to the corporate office. In addition, to mail child enrichment activities if they have attended a virtual class(es).
9	Printing	0%	\$ 2,000	To include, but not limited to, cost of ink and printing promotional materials.

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

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>	0	<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090

II.					
		% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
10	Office supplies	1%	\$ 5,246	To include, but not limited to, paper, pens, folders, coffee, cups, computer and desk supplies, office chairs, allocation of agency virtual meeting account and Agency DocuSign cost.	
11	Office equipment	1%	\$ 5,000	To include, but not limited to, projectors and laptops. Anticipated cost of laptop expense is \$1200/laptop.	
12	Annual Audit	0%	\$ 2,520	Allocation of required cost of annual audit.	
13	Insurances/ Taxes/ Licenses	1%	\$ 8,800	Allocation of liability, cyber, director and officers insurances.	
14	Volunteer/intern/parents/staff clearances	0%	\$ 1,000	To include cost of pre-hire fingerprinting, medical, TB and drug test for new staff. ( 4x\$250)	
15	IT services	1%	\$ 6,000	Allocation of IT support contract to include helpdesk, laptop repairs and IT services.	
	<b>Total Services &amp; Supplies</b>		<b>\$ 105,383</b>		
III. FOOD					
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:	
1	Food for class		10,000	To include, but not limited to, meals, snacks, food, drinks, napkins, cups, plates, silverware for families attending classes, activities and workshops, meetings, food truck for summer graduation, Thanksgiving food baskets, and food bags for families in need.	
	<b>Total Food</b>		<b>\$ 10,000</b>		
IV. TRAVEL					
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:	
1	Mileage	travel to classes, case management, meetings, trainings	9,049	Staff mileage to attend outreach events, meetings, trainings, classes, case management and monthly home visiting. (\$0.52/mile/ 1500/miles/month)	
	<b>Total Travel</b>		<b>9,049</b>		
V. SUBCONTRACTORS					

**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET**

**FISCAL YEAR:** **2025-2026**

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>	0	<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090
<b>II.</b>					
		% of Allocation:	<b>TOTAL F5SB BUDGET (\$)</b>	Description/Justification:	
	Organization Name:		<b>TOTAL F5SB BUDGET</b>	Description/Justification:	
1					
	Total Subcontractors		-		
<b>VI. INDIRECT COSTS</b>					
	Percent:	10%	83,440	To cover Agency overhead including, but not limited to, HR, Accounting, and Corporate overhead costs.	
	Basis:				
	Total Indirect Costs		83,440		
<b>TOTAL FIRST 5 BUDGET</b>			\$	917,840	

FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

FISCAL YEAR: 2026-2027

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>		<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Sue Evans	COO	0.08	87.25	156	0%	13,611	-	13,611	181,480	8%	Responsible for general oversight of the contract and program sustainability planning
2	Nicole Stevens	Program Director for Community Programs	0.50	53.01	1040	28%	55,130	15,437	70,567	141,134	50%	Responsible for the day to day oversight of the program as well as the training and supervision of the staff.
3	Ambar Navarro	Program Supervisor/ coordinator bilingual \$1200/yr	1.00	33.00	2080	28%	68,640	19,219	87,859	87,859	100%	To supervise outreach, intake, data, coordinate schedules and assist program director.
4	ML	Data Entry, intake, outreach bilingual	0.75	28.36	1560	28%	44,242	12,388	56,629	75,506	75%	Responsible for overseeing collection, entering and analyzing of data.
5	BP	Data Entry, intake, outreach Assistant bilingual	0.75	24.31	1560	28%	37,924	10,619	48,542	64,723	75%	Responsible for overseeing collection, entering and analyzing of data.
6	MS	Senior Facilitator /Case Manager	1.00	27.96	2080	28%	58,157	16,284	74,441	74,441	100%	Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to -face sessions for families. This position requires previous experience and/ or a BA degree in a related field and will train and supervise other Facilitator / Case Manager and volunteers.
7	CL	Facilitator /Case Manager bilingual \$0.58	1.00	27.04	2080	28%	56,243	15,748	71,991	71,991	100%	Includes bilingual stipend: Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to -face sessions for families. This position requires previous experience and/ or a BA degree in a related field.

FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

FISCAL YEAR: 2026-2027

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>		<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
8	AF	Facilitator / Case Manager bilingual \$0.58	1.00	26.94	2080	28%	56,035	15,690	71,725	71,725	100%	Includes bilingual stipend: Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to-face sessions for families. This position requires previous experience and/ or a BA degree in a related field.
9	ND	Facilitator/ Case Manager	1.00	26.74	2080	28%	55,619	15,573	71,193	71,193	100%	Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to-face sessions for families. This position requires previous experience and/ or a BA degree in a related field.
10	AP	Facilitator/ Case Manager	1.00	25.47	2080	28%	52,978	14,834	67,811	67,811	100%	Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to-face sessions for families. This position requires previous experience and/ or a BA degree in a related field.

FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

FISCAL YEAR: 2026-2027

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>		<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
11	To Be Determined	Case Manager /Facilitator	1.00	25.47	2080	28%	52,978	14,834	67,811	67,811	100%	Responsible for facilitating both in person and virtual classes, coordinating services to parents, assist families in achieving goals and assisting with Child Enrichment program. This position will also administer assessments, writing Family Empowerment Plans and providing individual virtual and face-to-face sessions for families. This position requires previous experience and/ or a BA degree in a related field.
12	Mary Snooks	Account Receivables Supervisor	0.07	35.95	145.6	0%	5,234	-	5,234	74,776	7%	Responsible for preparing the invoice for billing to the county and records Accounts Receivable related to the program.
13	Evelyn Pitta	Accounts Payable	0.05	24.55	104	0%	2,553	-	2,553	51,064	5%	Accounts Payable is responsible to pay agency wide invoices.
Total Salaries & Benefits						\$ 559,344	\$ 150,625	\$ 709,968	\$ 1,101,514			

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

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>	0	<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090

II.					
		% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1	Cell phones	0%	\$ 3,960	To include cell phone stipend to staff \$33/month and intake cell phone.	
2	Leases	5%	\$ 42,480	To include, but not limited to, the allocation of the office lease, copier lease and any room rentals to hold in person classes and child enrichment.	
3	Office phone/Internet	0%	\$ 1,000	To include, but not limited to, office phones and internet cost.	
4	Program materials and supplies	1%	\$ 6,000	To include, but not limited to, program materials, supplies, first aid supplies, promotional materials for class participation and community outreach, such as crafts, pens, crayons, candy, outreach fees and seasonal decorations. Incentives for participating in outreach events such as bus passes, child safety or child enrichment item of their choice. DocuSign and Adobe to complete required documentation are also included in this line.	
5	Participant Incentives	1%	\$ 9,600	To include, but not limited to, a \$35-\$50 incentive item for class graduates for their child or self care item of their choice for up to 220 participants. If participant attends a further 4 sessions and/or case management meetings, the incentive can increase to \$100.	
6	Participant Transportation	0%	\$ 3,977	To include, but not limited to, the purchase of ride share/ gas cards/ bus passes to travel into intake appointment/ class/ office / events /community meetings.	
7	Staff development /training	1%	\$ 6,500	To include, but not limited to, the cost of attending and/or or presenting in or out of State conferences, staff Relias training, staff virtual/ in-person training as well as including costs of trainer/supplies/ food.	
8	Postage	0%	\$ 1,300	To mail certificates /flyers/ resources to families as well as mailing packages to the corporate office. In addition, to mail child enrichment activities if they have attended a virtual class(es).	
9	Printing	0%	\$ 2,000	To include, but not limited to, cost of ink and printing promotional materials.	

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

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>	0	<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090

II.					
		% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
10	Office supplies	1%	\$ 5,246	To include, but not limited to, paper, pens, folders, coffee, cups, computer and desk supplies, office chairs, allocation of agency virtual meeting account and Agency DocuSign cost.	
11	Office equipment	1%	\$ 5,000	To include, but not limited to, projectors and laptops. Anticipated cost of laptop expense is \$1200/laptop.	
12	Annual Audit	0%	\$ 2,520	Allocation of required cost of annual audit.	
13	Insurances/ Taxes/ Licenses	1%	\$ 8,800	Allocation of liability, cyber, director and officers insurances.	
14	Volunteer/intern/parents/staff clearances	0%	\$ 1,000	To include cost of pre-hire fingerprinting, medical, TB and drug test for new staff. ( 4x\$250)	
15	IT services	1%	\$ 6,000	Allocation of IT support contract to include helpdesk, laptop repairs and IT services.	
	<b>Total Services &amp; Supplies</b>		<b>\$ 105,383</b>		
III. FOOD					
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:	
1	Food for class		10,000	To include, but not limited to, meals, snacks, food, drinks, napkins, cups , plates, silverware for families attending classes, activities and workshops, meetings, food truck for summer graduation, Thanksgiving food baskets, and food bags for families in need.	
	<b>Total Food</b>		<b>\$ 10,000</b>		
IV. TRAVEL					
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:	
1	Mileage	travel to classes, case management , meetings , trainings	9,049	Staff mileage to attend outreach events, meetings, trainings, classes, case management and monthly home visiting. (\$0.52/mile/ 1500/miles/month)	
	<b>Total Travel</b>		<b>9,049</b>		
V. SUBCONTRACTORS					



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

<b>ORGANIZATION:</b>	Walden Family Services	<b>DIRECTOR:</b>	Sue Evans	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Nurturing Families	<b>PROGRAM DIRECTOR:</b>	Nicole Stevens	<b>TOTAL BUDGET:</b>	917,840
<b>INITIATIVE:</b>	0	<b>FINANCE OFFICER:</b>	David Kvendru	<b>RFP/CONTRACT #:</b>	FS090
<b>II.</b>					
		% of Allocation:	<b>TOTAL F5SB BUDGET</b> (\$)	Description/Justification:	
	Organization Name:		<b>TOTAL F5SB BUDGET</b>	Description/Justification:	
1					
	Total Subcontractors		-		
<b>VI. INDIRECT COSTS</b>					
	Percent:	10%	83,440	To cover Agency overhead including, but not limited to, HR, Accounting, and Corporate overhead costs.	
	Basis:				
	Total Indirect Costs		83,440		
<b>TOTAL FIRST 5 BUDGET</b>			\$	917,840	

# ATTACHMENT C

## Campaign Contribution Disclosure

### (SB 1439)

#### DEFINITIONS

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

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

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

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

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

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

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

1. Name of Contractor: Walden Environment dba Walden Family Services
  
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5  
 No
  
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: \_\_\_\_\_
  
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): \_\_\_\_\_
  
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
NA	

6. Name of agent(s) of Contractor:

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

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):
NA		

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
NA	

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

No  If no, please skip Question No. 10.

Yes  If yes, please continue to complete this form.

10. Name of Commission member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

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

Sue Francis  
 COO  
 Valden Family Services 5/2/2024



Program Outline Document 2024-2027

**AGENCY INFORMATION**

**Contract #:** FS090

**Legal Entity:** Walden Environment dba Walden Family Services

**Dept./Division:** Community Programs

**Project Name:** Nurturing Family Program

**Program Site Address:** 255 North D Street, Suite 412  
San Bernardino, 92401

**Client Referral Phone #** 909-264-6742

**CONTACT INFORMATION**

**SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE**

**Name:** Sue Evans **Title:** COO

**Address:** 8525 Gibbs Drive #100  
San Diego, CA 92123 **Direct Phone #:** 951 204 8299

**E-Mail:** sueevans@waldenfamily.org **Fax #:** NA

**CONTRACT REPRESENTATIVE**

**Name:** Nicole Stevens **Title:** Director of Community Programs

**Address:** 255 North D Street, Suite 412  
San Bernardino, 92401 **Direct Phone #:** 909 800 0724

**E-Mail:** [nstevens@waldenfamily.org](mailto:nstevens@waldenfamily.org) **Fax #:** NA

**PROGRAM CONTACT**

**Name:** Nicole Stevens **Title:** Director of Community Programs

**Address:** 255 North D Street, Suite 412  
San Bernardino, 92401 **Direct Phone #:** 909 800 0724

**E-Mail:** [nstevens@waldenfamily.org](mailto:nstevens@waldenfamily.org) **Fax #:** NA

**FISCAL CONTACT**

**Name:** Mary Snooks **Title:** AR Supervisor

**Address:** 8525 Gibbs Drive #100  
San Diego, CA 92123 **Direct Phone #:** 951 788 5905

**E-Mail:** [msnooks@waldenfamily.org](mailto:msnooks@waldenfamily.org) **Fax#:**

**ADDITIONAL CONTACT (Describe):** Program

**Name:** Melinda Gutierrez **Title:** Quality Assurance Coordinator

**Address:** 3576 Arlington Ave #106 **Direct Phone #:** 951 788 5905

Riverside, CA 92506

E-Mail

[mgutierrez@waldenfamily.org](mailto:mgutierrez@waldenfamily.org)

Fax #:

NA

**PROGRAM INFORMATION**

**TYPE OF AGENCY** Private Entity/Institution

**Describe:** Non Profit

**PROGRAM DESCRIPTION:** Walden will provide Nurturing Families parenting classes in the three regions identified. Families will be encouraged to attend in -person classes, virtual classes will be provided to accommodate families living in remote areas or due to their work schedules. Classes will be offered in Spanish and English. Targeted case management and child enrichment will be provided. Walden propose to graduate a total of 220 families annually, 100 in Central, 60 in the Eastern region and 60 in the Western Region.

**REGION:**  
East, Central, West

**STRATEGIC PRIORITY AREA & OBJECTIVES**

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

Defined by the Strategic Plan

**ASSIGNED ANALYST:** Iffat Quazi

**ASSIGNED ACCOUNTANT:** Wilmar Gultom

**ASSIGNED EVALUATOR:** TBD

**PROCUREMENT TYPE:**

Competitive

Non-Competitive

Choose an item.

**CONTRACT AMOUNT**

Fiscal Year	Original Amount	Amendment Amount	Total
2024-2025	\$917,840	\$0	\$917,840
2025-2026	\$917,840	\$0	\$917,840
2026-2027	\$917,840	\$0	\$917,840
<b>Total</b>			<b>\$2,753,520</b>

**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	<b>SC</b>	Dept. 903	<b>A</b>
Organization Children and Families Commission				Contract Number <b>FS091</b>
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706	Contractor's License No.
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				Total Contract Amount <b>\$1,234,441</b>
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date July 1, 2024	Contract End Date June 30, 2027	Original Amount	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1006513	Amount \$400,114
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use	Estimated Payment Total by Fiscal Year			
	FY	Amount	I/D	FY Amount I/D
Family Support	24-25	\$400,114		
	25-26	\$409,683		
	26-27	\$424,644		

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)

Hearts & Lives

Department/Division

Address

P.O. Box 4644

Blue Jay, CA 92317

Phone

909-338-3222

Federal ID No.

20-0867845

Program Address (if different from legal address):

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

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

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

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

**Auditor-Controller/Treasurer Tax Collector Use Only**

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



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## I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Uninsured:** Individuals not covered by health insurance.

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

## II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan and Attachment B – Program Budget. Pursuant to Section II, paragraph E, Section III, paragraph AA and Section VIII, paragraph D of the Contract, Attachment A will be amended to list the specific quantitative targets for the respective year.

\_\_\_\_\_  
Initial Here

B. Contractor shall coordinate with appropriate agencies to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.

C. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.

D. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.

E. Contractor's Program Work Plan (Attachment A) and other program specific data collection information requested by the Commission will be placed in the Commission's web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the Contractor's Program Work Plan (Attachment A) and the data collection system, the information in the system will take precedence over the Program Work Plan and will be used to evaluate Contractor's performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to the Performance Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section VIII.

\_\_\_\_\_  
Initial Here

## III. CONTRACTOR'S GENERAL RESPONSIBILITIES

### A. Participants

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

### B. Contractor Capacity

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

### C. Contract Assignability

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

### D. Conflict of Interest

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

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

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

#### K. Responsiveness

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

#### L. Grievance Policy

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

#### M. Governing Board

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

#### N. Confidentiality

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

#### O. Child Abuse Reporting

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

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

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

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

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P. Department of Justice Clearance

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

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

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Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

or

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

or

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

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

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

#### T. Licenses and Permits

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

#### U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Attorney's Fees and Costs

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

X. Ownership Rights

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

Y. Attribution

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

[https://www.sbcounty.gov/uploads/First5/docs/main/media\\_guidelines.pdf](https://www.sbcounty.gov/uploads/First5/docs/main/media_guidelines.pdf).

Z. Incongruous Activities

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

AA. Reports

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

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

▪ Program Reports

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

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

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▪ Fiscal Reports

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

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

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

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▪ Asset Report

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

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

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BB. Pro-Children Act of 1994

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

CC. Debarment, Suspension, and Other Responsibility Matters

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

- a. The Contractor certifies that neither it, its principals, nor any potential subcontractors:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at [45 C.F.R. section 76.200](#)) by any federal department or agency;
  - 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
  - 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

- 5) Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

**DD.Environmental Requirements**

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

**EE. Campaign Contribution Disclosure (SB 1439)**

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

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

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

**IV. COMMISSION RESPONSIBILITIES**

- A. Commission shall verify performance results of Contractor according to the Program Work Plan and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.
- B. Commission shall compensate Contractor for approved expenses in accordance with Section V of this Contract.
- C. Commission shall specify all reports and deliverables required from the Contractor.
- D. Commission shall provide technical assistance as deemed necessary.
- E. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within fifteen (15) days of the Contract approval date.

**V. FISCAL PROVISIONS**

**A. Contract Amount**

The maximum amount of reimbursement under this Contract shall not exceed \$1,234,441 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2024-25	<u>\$ 400,114</u>	July 1, 2024 through June 30, 2025
Fiscal Year 2025-26	<u>\$ 409,683</u>	July 1, 2025 through June 30, 2026
Fiscal Year 2026-27	<u>\$ 424,644</u>	July 1, 2026 through June 30, 2027

## 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.

## E. Supplanting of Funds

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

of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining from finds another revenue source without prior written approval of the Commission.

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

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

H. Budget Line Item Variance

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

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

I. Procurement

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

J. Fixed Assets

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

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

Contractor shall maintain insurance against the loss, theft, or damage to any item with a single unit cost of \$500 or more, including tax, purchased with Commission funds for the full replacement value

thereof in accordance with the provisions of Section III, subdivision S (Indemnification and Insurance Requirements).

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

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**VI. RIGHT TO MONITOR AND AUDIT**

A. Right to Monitor and Audit

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

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

B. Availability of Records

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

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E. Recovery of Investigation and Audit Costs

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

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

**VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION**

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

**VIII. TERM**

- A. This Contract is effective as of July 1, 2024, and expires June 30, 2027, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.
- 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, 2027 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

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## 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:** Hearts & Lives  
P.O. Box 4644  
Blue Jay, CA 92317

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

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

## X. NONDISCRIMINATION

### A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability

pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

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

**B. Americans with Disabilities Act/Individuals with Disabilities**

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

**C. Employment and Civil Rights**

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

**1. Equal Employment Opportunity Program**

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

**2. Civil Rights Compliance**

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

**D. Sexual Harassment**

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

**XI. IMPROPER CONSIDERATION**

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

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

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

## **XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

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

The Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the 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.

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continued on next page

**XIII. CONCLUSION**

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

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

**HEARTS & LIVES**  
Legal Entity

▶ \_\_\_\_\_  
Authorized Signature

Elliot Weinstein M.D.  
Printed Name

Commission Chair  
Title

\_\_\_\_\_  
Dated

▶ \_\_\_\_\_  
Authorized Signature

Luvia Rodriguez  
Printed Name

Executive Director  
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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<b>Agency Name:</b> Hearts and Lives	<b>Contract #</b> FS091	<b>Service Area:</b> Rim Mountains Community
<b>Program Name:</b> Family Supports Initiative		<b>Period:</b> July 1, 2024 – June 30, 2024

<b>Expectations</b>	To strengthen families through resources & opportunities that support them in nurturing, caring & providing for their children’s well-being & desire conditions for children 0-5 & their families.
<b>Outcomes</b>	200 unduplicated parents & caregivers enrolled in the program participating in parenting sessions, while their children 0-5 participate in socialization childcare groups. In addition, parents/caregivers will receive case management assessment & follow-up. 25 parents/caregivers & children receive intensive services up to 12 sessions of Parent-Child Interaction Therapy sessions.

Objective Goal/Measure	Activity/Description	Activity Dosage/Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
1. Enhance parenting knowledge & skills	<ul style="list-style-type: none"> <li>Strengthening Families curriculum (0-3 &amp; 3-5) with 14 weekly parenting sessions</li> <li>Socialization groups 2x/month</li> </ul>	Ongoing	Monthly	1. Aggregated count of parents with (language, ethnicity & race) 2. Aggregate count of children with demographics (break down age group 0-3 & 3-5yr, language, ethnicity & race)	1. Upload data in Excel sheet format with identification of parenting curriculum evaluation.
2. Family engaged in successful case management intervention & access to essential resources & increased family resilience	<ul style="list-style-type: none"> <li>CM assessment</li> <li>Develop empowerment plans for parents/caregivers.</li> <li>Obtain increased knowledge of resources available &amp; community support.</li> <li>Access to essential resources</li> </ul>	Every 2 weeks during & 1 month after completion of parenting program	Monthly	1. Aggregated count of parents with (language, ethnicity & race)	1. Upload data in Excel sheet format with Social Determinants of Health (SDOH) identification. 2. Upload data in Excel sheet format with Identification of pre & post-Family Needs Assessment.
3. Intensive parent intervention	<ul style="list-style-type: none"> <li>Parent-Child Interaction Therapy up to 12 sessions</li> </ul>	Provide 4~24 CM session	Quarterly	1. Aggregated count of parents with (language, ethnicity & race) 2. Aggregate count of children with demographics (break down age group 0-3 & 3-5yr, language, ethnicity & race)	1. Upload data in Excel sheet format with identification of parenting curriculum evaluation.
4. Community engagement outreach	<ul style="list-style-type: none"> <li>Attending community outreach events.</li> <li>Develop outreach materials</li> </ul>	Ongoing	Quarterly & Annually	N/A	1. Upload PDF of outreach materials. 2. Complete the Quarterly & Annual Narrative Reporting in the Monitoring Section

Data Type: Quantitative & Qualitative	Reporting Period: monthly, quarterly, annually	Due: By the 15 <sup>th</sup> of the following month
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FIRST 5 SAN BERNARDINO  
 PROGRAM BUDGET  
 FISCAL YEAR: 2024-2025

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 400,114
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Luvia Rodriguez	Executive Director	0.17	57.69	347	20%	20,018	4,004	24,022	143,994	17%	Will perform the Program and financial oversight of all authorized signatures and staffing decisions. FTE 0.17
2	Amalia Moreno-Ortiz	Program Manager	0.50	46.15	1040	15%	48,000	7,200	55,200	110,399	50%	Will ensure contract compliance, allocate program resources as needed, and effectively engage with all involved agencies. Included in her duties, she will be able to conduct the program evaluation, perform quality management activities with emphasis in program requirements, quality control measures, overall staff supervision; and policy and procedure implementation ensuring program compliance. Responsible for clinical assessments when needed and to perform the Parent Child Interaction Therapy sessions. Supervisor of all non-fiscal program dealings, as well as case management. FTE 0.5
3		Case Manager	1.00	20.00	2080	15%	41,600	6,240	47,840	47,840	100%	This will be a full time position. Will be responsible after initial intake and assessment, to maintain client follow-through as well as assess the needs associated with high risk levels as identified in required intake. Responsible for client-re-evaluation and client number maintenance, as well as resource and support disbursement, develops the road map for services, link clients with needed resources, follow ups and communication post-transition.



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

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 400,114
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
4	Parent Educators	0.50	21.00	1040	15%	21,840	3,276	25,116	50,232	50%	Servicing the caregivers and children of the participating families, will be responsible for implementing the Strengthening Families curriculum, socialization groups, coordinating activities, outreach. Will facilitate and provide all Strengthening Families parent materials as required by program level. Will be responsible for resource and support disbursement along with the case manager. There will be 4 part time Parent Educators.
5	Parent Educators	0.50	21.00	1040	15%	21,840	3,276	25,116	50,232	50%	Servicing the caregivers and children of the participating families, will be responsible for implementing the Strengthening Families curriculum, socialization groups, coordinating activities, outreach. Will facilitate and provide all Strengthening Families parent materials as required by program level. Will be responsible for resource and support disbursement along with the case manager. There will be 4 part time Parent Educators.
6	Parent Educators	0.50	21.00	1040	15%	21,840	3,276	25,116	50,232	50%	Servicing the caregivers and children of the participating families, will be responsible for implementing the Strengthening Families curriculum, socialization groups, coordinating activities, outreach. Will facilitate and provide all Strengthening Families parent materials as required by program level. Will be responsible for resource and support disbursement along with the case manager. There will be 4 part time Parent Educators.



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

**2024-2025**

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 400,114
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LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
7	Parent Educators	0.50	21.00	1040	15%	21,840	3,276	25,116	50,232	50%	Servicing the caregivers and children of the participating families, will be responsible for implementing the Strengthening Families curriculum, socialization groups, coordinating activities, outreach. Will facilitate and provide all Strengthening Families parent materials as required by program level. Will be responsible for resource and support disbursement along with the case manager. There will be 4 part time Parent Educators.
8	Data Entry Specialist	0.25	18.00	520	15%	9,360	1,404	10,764	43,056	25%	Responsible for data input and client number records.
9	Childcare Specialist 1	0.25	18.00	520	15%	9,360	1,404	10,764	43,056	25%	Responsible for taking care of siblings of enrolled participants and caregivers as well as maintenance.
10	Childcare Specialist 2	0.25	18.00	520	15%	9,360	1,404	10,764	43,056	25%	Responsible for taking care of siblings of enrolled participants and caregivers as well as maintenance.
11	Nathan Rosado Finance Specialist	0.21	33.00	441.2	15%	14,560	2,184	16,744	78,936	21%	Working under the Executive Director supervision, this position will provide fiscal oversight; manage all program billing, ensure, and maintain compliance with Program guidelines, assist with building capacity to leverage the Program.
Total Salaries & Benefits						\$ 239,618	\$ 36,944	\$ 276,561	\$ 711,265		





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

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 400,114
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Outreach	2%	7,000	Outreach will include all printing of ad and outreach materials (flyers, brochures, training directions, etc.). Advertising is also included, and this can be with local advertisers or in the form of articles and flyers, website development, and fees associated with the website through Weebly web developers. Postage will be included if materials are being mailed directly to clients or advertisers. Any materials used for events (i.e. giveaways, items with organization and/or the First 5 logos) will be included as long as they are through an outreach-oriented event. Examples include festivals, health fairs, and other community events.
2	Program materials & supplies	3%	13,000	Strengthening families parent materials, binders for program, educational materials such as behavior books and activities, all printing costs associated with reproduction of these items. Skills development activity supplies will be included, this can include but is not limited to, craft supplies, and any office materials directly given to the client involving the program.
3	Dues & Subscriptions	0%	1,500	Software, Chamber of Commerce dues, subscriptions to and needed services.
4	Training	2%	10,000	Initial training for the Strengthening Families program only for the first year and the other two years other trainings beneficial for the development and growing of the staff.
5	Legal Services	0%	500	Needed services related to compliance/program
6	Office Supplies	1%	5,000	Supplies need to perform office duties at maximum efficiency, as well as provide employees with the tools they need to complete their tasks. Supplies will include, writing materials, paper, and various other office essentials.
7	Office Equipment and Furniture	1%	5,000	Computers and printers needed for program.



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

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 400,114
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

8	Client Support	2%	8,000	Incentives will be aimed at the goal of alleviating any financial or educational boundaries, these can include computer time at designated Hearts & Lives computer areas for English Mastery, educational research or job searches, the payment of a utility in order to provide temporary relief while participating in the Strengthening Families parent program, providing essential baby needs as determined by the case workers and program manager, sundry items not provided by state assistance such as toilet
9	Utilities	1%	5,000	Internet & Phone through Spectrum Services, Electricity, Gas, Xerox (Rent-to-own), print meter not covered by other line items. (Utility guidelines have been based on projected utility amounts for the next three years) Assigned based on space occupied by staff members and daily client activities.
10	Rent	6%	25,000	Assigned percentage of building rent for current offices locations.
11	Insurance/taxes/licenses	2%	8,000	General liability insurance for program employees, umbrella, unforeseen tax expense, needed license renewals
12	Accounting Services	1%	5,500	Independent annual audit performed by BPM
	<b>Total Services &amp; Supplies</b>		<b>\$ 93,500</b>	

**III. FOOD**

Event(s):	TOTAL F5SB BUDGET (\$)	Description/Justification:
1 Food for meeting with parents	6,000	To provide a food to parents and children during the 100 meetings that we will be providing. Budgeting \$50 of food spend per meeting.
<b>Total Food</b>	<b>\$ 6,000</b>	

**IV. TRAVEL**

Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Employee Mileage	\$ 5,000.00	Employee mileage to training courses, community partners, as well as client residences will be included. This will also include any mileage to contract meetings or locations directly related to the contract. Current mileage reimbursement rate is \$0.67.



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

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 400,114
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091
	Total Travel		\$ 5,000.00		
<b>V.</b>	<b>SUBCONTRACTORS</b>				
	Organization Name:		<b>TOTAL F5SB BUDGET (\$)</b>	<b>Description/Justification:</b>	
1					
	Total Subcontractors		\$ -		
<b>VI.</b>	<b>INDIRECT COSTS</b>				
	Percent:	5%	19,053		
	Basis:				
	Total Indirect Costs		\$ 19,053.00		
<b>TOTAL FIRST 5 BUDGET</b>			\$ 400,114		



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

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 409,683
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Luvia Rodriguez	Executive Director	0.17	57.69	347	20%	20,018	4,004	24,022	143,994	17%	Will perform the Program and financial oversight of all authorized signatures and staffing decisions.
2	Amalia Moreno-Ortiz	Program Manager	0.50	47.58	1040	15%	49,483	7,422	56,906	113,811	50%	Will ensure contract compliance, allocate program resources as needed, and effectively engage with all involved agencies. Included in her duties, she will be able to conduct the program evaluation, perform quality management activities with emphasis in program requirements, quality control measures, overall staff supervision; and policy and procedure implementation ensuring program compliance. Responsible for clinical assessments when needed and to perform the Parent Child Interaction Therapy sessions. Supervisor of all non-fiscal program dealings, as well as case management.
3		Case Manager	1.00	21.00	2080	15%	43,680	6,552	50,232	50,232	100%	This will be a part time position. Will be responsible after initial intake and assessment, to maintain client follow-through as well as assess the needs associated with high risk levels as identified in required intake. Responsible for client-re-evaluation and client number maintenance, as well as resource and support disbursement, develops the road map for services, link clients with needed resources, follow ups and communication post-transition.



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

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 409,683
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
4	Parent Educators	0.50	22.00	1040	15%	22,880	3,432	26,312	52,624	50%	Servicing the caregivers and children of the participating families, will be responsible for implementing the Strengthening Families curriculum, socialization groups, coordinating activities, outreach. Will facilitate and provide all Strengthening Families parent materials as required by program level. Will be responsible for resource and support disbursement along with the case manager. There will be 4 part time Parent Educators.
5	Parent Educators	0.50	22.00	1040	15%	22,880	3,432	26,312	52,624	50%	Servicing the caregivers and children of the participating families, will be responsible for implementing the Strengthening Families curriculum, socialization groups, coordinating activities, outreach. Will facilitate and provide all Strengthening Families parent materials as required by program level. Will be responsible for resource and support disbursement along with the case manager. There will be 4 part time Parent Educators.



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

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 409,683
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
6	Parent Educators	0.50	22.00	1040	15%	22,880	3,432	26,312	52,624	50%	Servicing the caregivers and children of the participating families, will be responsible for implementing the Strengthening Families curriculum, socialization groups, coordinating activities, outreach. Will facilitate and provide all Strengthening Families parent materials as required by program level. Will be responsible for resource and support disbursement along with the case manager. There will be 4 part time Parent Educators. FTE 0.5
7	Parent Educators	0.50	22.00	1040	15%	22,880	3,432	26,312	52,624	50%	Servicing the caregivers and children of the participating families, will be responsible for implementing the Strengthening Families curriculum, socialization groups, coordinating activities, outreach. Will facilitate and provide all Strengthening Families parent materials as required by program level. Will be responsible for resource and support disbursement along with the case manager. There will be 4 part time Parent Educators
8	Data Entry Specialist	0.25	19.00	520	15%	9,880	1,482	11,362	45,448	25%	Responsible for data input and client number records.
9	Childcare Specialist 1	0.25	19.00	520	15%	9,880	1,482	11,362	45,448	25%	Responsible for taking care of siblings of enrolled participants and caregivers as well as maintenance.
10	Childcare Specialist 2	0.25	19.00	520	15%	9,880	1,482	11,362	45,448	25%	Responsible for taking care of siblings of enrolled participants and caregivers as well as maintenance.



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

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 409,683
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
11	Nathan Rosado Finance Specialist	0.21	34.00	441.2	15%	15,001	2,250	17,251	81,328	21%	Working under the Executive Director supervision, this position will provide fiscal oversight; manage all program billing, ensure, and maintain compliance with Program guidelines, assist with building capacity to leverage the Program.
Total Salaries & Benefits						\$ 249,342	\$ 38,402	\$ 287,745	\$ 736,206		



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

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 409,683
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Outreach	2%	7,217	Outreach will include all printing of ad and outreach materials (flyers, brochures, training directions, etc.). Advertising is also included, and this can be with local advertisers or in the form of articles and flyers, website development, and fees associated with the website through Weebly web developers. Postage will be included if materials are being mailed directly to clients or advertisers. Any materials used for events (i.e. giveaways, items with organization and/or the First 5 logos) will be included as long as they are through an outreach-oriented event. Examples include festivals, health fairs, and other community events.
2	Program Materials and Supplies	3%	13,402	Strengthening families parent materials, binders for program, educational materials such as behavior books and activities, all printing costs associated with reproduction of these items. Skills development activity supplies will be included, this can include but is not limited to, craft supplies, and any office materials directly given to the client involving the program.
3	Dues and Subscriptions	0%	1,500	Software, Chamber of Commerce dues, subscriptions to and needed services.
4	Training	1%	5,000	Initial training for the Strengthening Families program only for the first year and the other two years other trainings beneficial for the development and growing of the staff.
5	Legal services	0%	516	Needed services related to compliance/program





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

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 409,683
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

6	Office supplies	2%	6,309	Supplies need to perform office duties at maximum efficiency, as well as provide employees with the tools they need to complete their tasks. writing materials, paper, and various other office essentials.
7	Client Support	3%	10,247	Incentives will be aimed at the goal of alleviating any financial or educational boundaries, these can include computer time at designated Hearts & Lives computer areas for English Mastery, educational research or job searches, the payment of a utility in order to provide temporary relief while participating in the Strengthening Families parent program, providing essential baby needs as determined by the case workers and program manager, sundry items not provided by state assistance such as toilet
8	Utilities	1%	5,155	Internet & Phone through Spectrum Services, Electricity, Gas, Xerox (Rent-to-own), print meter not covered by other line items. (Utility guidelines have been based on projected utility amounts for the next three years) Assigned based on space occupied by staff members and daily client activities.
9	Rent	6%	25,773	Assigned percentage of building rent for current offices locations.
10	Insurance/taxes/licenses	2%	8,248	General liability insurance for program employees, umbrella, unforeseen tax expense, needed license renewals
11	Accounting services	1%	5,722	Independent annual audit performed by BPM
	<b>Total Services &amp; Supplies</b>		<b>\$ 89,089</b>	

III. FOOD				
	Event(s):		<b>TOTAL F5SB BUDGET (\$)</b>	Description/Justification:



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

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 409,683
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

1	Food for meeting with parents	8,186	To provide a food to parents and children during the 100 meetings that we will be providing. Budgeting \$50 of food spend per meeting.
	<b>Total Food</b>	\$ 8,186	

**IV. TRAVEL**

	Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1		Employee mileage	5,155	Employee mileage to training courses, community partners, as well as client residences will be included. This will also include any mileage to contract meetings or locations directly related to the contract. Current mileage reimbursement rate is \$0.67.
	<b>Total Travel</b>		\$ 5,155	

**V. SUBCONTRACTORS**

	Organization Name:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	N/A		
2			
	<b>Total Subcontractors</b>	\$ -	

**VI. INDIRECT COSTS**

	Percent:	5%	19,508	
	Basis:			
	<b>Total Indirect Costs</b>		\$ 19,508	

<b>TOTAL FIRST 5 BUDGET</b>			\$ 409,683	
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FIRST 5 SAN BERNARDINO  
 PROGRAM BUDGET  
 FISCAL YEAR: 2026-2027

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 424,644
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Luvia Rodriguez	Executive Director	0.17	57.69	347	20%	20,018	4,004	24,022	143,994	17%	Working under the Executive Director supervision, this position will provide fiscal oversight; manage all program billing, ensure, and maintain compliance with Program guidelines, assist with building capacity to leverage the Program.
2	Amalia Moreno-Ortiz	Program Manager	0.50	49.05	1040	15%	51,012	7,652	58,664	117,328	50%	Will ensure contract compliance, allocate program resources as needed, and effectively engage with all involved agencies. Included in her duties, she will be able to conduct the program evaluation, perform quality management activities with emphasis in program requirements, quality control measures, overall staff supervision; and policy and procedure implementation ensuring program compliance. Responsible for clinical assessments when needed and to perform the Parent Child Interaction Therapy sessions. Supervisor of all non-fiscal program dealings, as well as case management. FTE 0.5



FIRST 5 SAN BERNARDINO  
 PROGRAM BUDGET  
 FISCAL YEAR:

2026-2027

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 424,644
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
3	Case Manager	1.00	22.00	2080	15%	45,760	6,864	52,624	52,624	100%	This will be a full time position. Will be responsible after initial intake and assessment, to maintain client follow-through as well as assess the needs associated with high risk levels as identified in required intake. Responsible for client-re-evaluation and client number maintenance, as well as resource and support disbursement, develops the road map for services, link clients with needed resources, follow ups and communication post-transition.
4	Parent Educators	0.50	23.00	1040	15%	23,920	3,588	27,508	55,016	50%	Servicing the caregivers and children of the participating families, will be responsible for implementing the Strengthening Families curriculum, socialization groups, coordinating activities, outreach. Will facilitate and provide all Strengthening Families parent materials as required by program level. Will be responsible for resource and support disbursement along with the case manager.



FIRST 5 SAN BERNARDINO  
 PROGRAM BUDGET  
 FISCAL YEAR:

2026-2027

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 424,644
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
5	Parent Educators	0.50	23.00	1040	15%	23,920	3,588	27,508	55,016	50%	Servicing the caregivers and children of the participating families, will be responsible for implementing the Strengthening Families curriculum, socialization groups, coordinating activities, outreach. Will facilitate and provide all Strengthening Families parent materials as required by program level. Will be responsible for resource and support disbursement along with the case manager.
6	Parent Educators	0.50	23.00	1040	15%	23,920	3,588	27,508	55,016	50%	Servicing the caregivers and children of the participating families, will be responsible for implementing the Strengthening Families curriculum, socialization groups, coordinating activities, outreach. Will facilitate and provide all Strengthening Families parent materials as required by program level. Will be responsible for resource and support disbursement along with the case manager.
7	Parent Educators	0.50	23.00	1040	15%	23,920	3,588	27,508	55,016	50%	Servicing the caregivers and children of the participating families, will be responsible for implementing the Strengthening Families curriculum, socialization groups, coordinating activities, outreach. Will facilitate and provide all Strengthening Families parent materials as required by program level. Will be responsible for resource and support disbursement along with the case manager.



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

**2026-2027**

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 424,644
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
8	Data Entry Specialist	0.25	20.00	520	15%	10,400	1,560	11,960	47,840	25%	Responsible for data input and client number records.
9	Childcare Specialist 1	0.25	20.00	520	15%	10,400	1,560	11,960	47,840	25%	Responsible for taking care of siblings of enrolled participants and caregivers as well as maintenance.
10	Childcare Specialist 2	0.25	20.00	520	15%	10,400	1,560	11,960	47,840	25%	Responsible for taking care of siblings of enrolled participants and caregivers as well as maintenance.
11	Nathan Rosado Finance Specialist	0.21	35.00	441.2	15%	15,442	2,316	17,758	83,720	21%	Working under the Executive Director supervision, this position will provide fiscal oversight; manage all program billing, ensure, and maintain compliance with Program guidelines, assist with building capacity to leverage the Program.
Total Salaries & Benefits						\$ 259,112	\$ 39,868	\$ 298,980	\$ 761,250		



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

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 424,644
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Outreach	2%	7,440	Outreach will include all printing of ad and outreach materials (flyers, brochures, training directions, etc.). Advertising is also included, and this can be with local advertisers or in the form of articles and flyers, website development, and fees associated with the website though Weebly web developers. Postage will be included if materials are being mailed directly to clients or advertisers. Any materials used for events (i.e. giveaways, items with organization and/or the First 5 logos) will be included as long as they are through an outreach-oriented event. Examples include festivals, health fairs, and other community events.
2	Program materials & supplies	3%	13,817	Strengthening families parent materials, binders for program, educational materials such as behavior books and activities, all printing costs associated with reproduction of these items. Skills development activity supplies will be included, this can include but is not limited to, craft supplies, and any office materials directly given to the client involving the program.
3	Dues & Subscriptions	0%	1,546	Software, Chamber of Commerce dues, subscriptions to and needed services.
4	Training	1%	5,000	Initial training for the Strengthening Families program only for the first year and the other two years other trainings beneficial for the development and growing of the staff.
5	Legal Services	0%	532	Needed services related to compliance/program



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

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 424,644
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

6	Office Supplies	2%	6,628	Supplies need to perform office duties at maximum efficiency, as well as provide employees with the tools they need to complete their tasks. Supplies will include writing materials, paper, and various other office essentials.
7	Client Support	2%	10,502	Incentives will be aimed at the goal of alleviating any financial or educational boundaries, these can include computer time at designated Hearts & Lives computer areas for English Mastery, educational research or job searches, the payment of a utility in order to provide temporary relief while participating in the Strengthening Families parent program, providing essential baby needs as determined by the case workers and program manager, sundry items not provided by state assistance such as toilet
8	Utilities	1%	5,315	Internet & Phone through Spectrum Services, Electricity, Gas, Xerox (Rent-to-own), print meter not covered by other line items. (Utility guidelines have been based on projected utility amounts for the next three years) Assigned based on space occupied by staff members and daily client activities.
9	Rent	6%	26,570	Assigned percentage of building rent for current offices locations.
10	Insurance/taxes/licenses	2%	8,503	General liability insurance for program employees, umbrella, unforeseen tax expense, needed license renewals
11	Accounting Services	1%	5,899	Independent annual audit performed by BPM
	<b>Total Services &amp; Supplies</b>		<b>\$ 91,752</b>	

**III. FOOD**

Event(s):	<b>TOTAL F5SB BUDGET (\$)</b>	Description/Justification:
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**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2026-2027**

<b>ORGANIZATION:</b>	Hearts & Lives	<b>DIRECTOR:</b>	Luvia Rodriguez	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Support	<b>PROGRAM DIRECTOR:</b>	Amalia Moreno-Ortiz	<b>TOTAL BUDGET:</b>	\$ 424,644
<b>INITIATIVE:</b>	Family Support Initiative	<b>FINANCE OFFICER:</b>	Nathan Rosado	<b>RFP/CONTRACT #:</b>	FS091

1	Food for meeting with parents	8,377	To provide a food to parents and children during the 100 meetings that we will be providing. Budgeting \$50 of food spend per meeting.
2			
	Total Food	\$ 8,377	

<b>IV. TRAVEL</b>				
	Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Employee mileage		5,314	Employee mileage to training courses, community partners, as well as client residences will be included. This will also include any mileage to contract meetings or locations directly related to the contract. Current mileage reimbursement rate is \$0.67.
	Total Travel		\$ 5,314	

<b>V. SUBCONTRACTORS</b>				
	Organization Name:		TOTAL F5SB BUDGET (\$)	Description/Justification:
1	N/A			
	Total Subcontractors		\$ -	

<b>VI. INDIRECT COSTS</b>				
	Percent:	5%	20,221	
	Basis:			
	Total Indirect Costs		\$ 20,221	

<b>TOTAL FIRST 5 BUDGET</b>			\$ 424,644
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# ATTACHMENT C

## Campaign Contribution Disclosure (SB 1439)

### DEFINITIONS

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

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

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

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

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

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

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

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

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Hearts & Lives	Luvia Rodriguez	

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

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

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

Company Name	Individual(s) Name
N/A	

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

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

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

10. Name of Commission member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

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



## Program Outline Document 2024-2027

### AGENCY INFORMATION

**Contract #:** FS091

**Legal Entity:** Hearts & Lives

**Dept./Division:** \_\_\_\_\_

**Project Name:** Family Support Initiative

**Program Site Address:** P.O. Box 4644  
Blue Jay, CA 92317

**Client Referral Phone #:** 909-338-322

### CONTACT INFORMATION

#### SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

**Name:** Luvia Rodriguez **Title:** Executive Director

**Address:** P.O. Box 4644, Blue Jay, CA 92317 **Direct Phone #:** 909-338-3222

**E-Mail:** lrodriguez@heartsandlives.org **Fax #:** 909-338-3221

#### CONTRACT REPRESENTATIVE

**Name:** Luvia Rodriguez **Title:** Executive Director

**Address:** P.O. Box 4644, Blue Jay, CA 92317 **Direct Phone #:** 909-338-3222

**E-Mail:** lrodriguez@heartsandlives.org **Fax #:** 909-338-3221

#### PROGRAM CONTACT

**Name:** Amalia Moreno-Ortiz **Title:** Program Manager

**Address:** P.O. Box 4644, Blue Jay, CA 92317 **Direct Phone #:** 909-3383222

**E-Mail:** Amoreno-ortiz@heartsandlives.org **Fax #:** 909-338-3221

#### FISCAL CONTACT

**Name:** Nathan Rosado **Title:** Fiscal Specialist

**Address:** P.O. Box 4644, Blue Jay, CA 92317 **Direct Phone #:** 909-338-3222

**E-Mail:** nrosado@heartsandlives.org **Fax#:** 909-338-3221

#### ADDITIONAL CONTACT (Describe): Program

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

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

**E-Mail:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**PROGRAM INFORMATION**

**TYPE OF AGENCY** Private Entity/Institution

**Describe:** Non Profit

**PROGRAM DESCRIPTION:** Program will be providing parenting sessions and connecting families with needed resources. After evaluation, if needed, families will receive 12 sessions of PCIT.

**REGION**

San Bernardino Rim Mountains

**STRATEGIC PRIORITY AREA & OBJECTIVES**

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

Defined by the Strategic Plan

**ASSIGNED ANALYST:** Iffat Quazi

**ASSIGNED ACCOUNTANT:** Wilmar Gultom

**ASSIGNED EVALUATOR:** TBD

**PROCUREMENT TYPE:**

Competitive

Non-Competitive

Choose an item.

**CONTRACT AMOUNT**

<b>Fiscal Year</b>	<b>Original Amount</b>	<b>Amendment Amount</b>	<b>Total</b>
<b>2024-2025</b>	\$400,114	\$0	\$400,114
<b>2025-2026</b>	\$409,683	\$0	\$409,683
<b>2026-2027</b>	\$424,644	\$0	\$424,644
<b>Total</b>			\$1,234,441

**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 50000119	<b>SC</b>	Dept. 903	<b>A</b>
Organization Children and Families Commission				Contract Number <b>FS092</b>
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706	Contractor's License No.
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				Total Contract Amount <b>\$2,110,043</b>
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date July 1, 2024	Contract End Date June 30, 2027	Original Amount	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1006513	Amount \$691,422
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use <u>Big Bear Family Support Center</u> <u>The Mom &amp; Dad Project</u>	Estimated Payment Total by Fiscal Year			
	FY	Amount	I/D	FY      Amount      I/D
	24-25	\$691,422		_____
	25-26	\$698,825		_____
	26-27	\$719,796		_____

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)

The Mom & Dad Project

Department/Division \_\_\_\_\_

Address \_\_\_\_\_

P.O. Box 6609

Big Bear Lake Ca 92315

Phone \_\_\_\_\_

909-878-2326

Federal ID No. \_\_\_\_\_

84-1959282

Program Address (if different from legal address):

41820 Garstin Drive

Big Bear Lake Ca 92315

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

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

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

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

**Auditor-Controller/Treasurer Tax Collector Use Only**

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



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## I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Uninsured:** Individuals not covered by health insurance.

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

## II. CONTRACTOR'S SERVICE RESPONSIBILITIES

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

## III. CONTRACTOR'S GENERAL RESPONSIBILITIES

### A. Participants

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

### B. Contractor Capacity

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

### C. Contract Assignability

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

### D. Conflict of Interest

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

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

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

N. Confidentiality

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

O. Child Abuse Reporting

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

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

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

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

\_\_\_\_\_  
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P. Department of Justice Clearance

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

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

\_\_\_\_\_  
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Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

or

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

or

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

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- g. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

#### T. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations and agrees to pay all fees and other charges required thereby. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

#### U. Health and Safety

Contractor shall comply with all applicable local, state and federal to safety and health ordinances and statutes, including fire clearances, for each site where program services are provided under the terms of the Contract.

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Attorney's Fees and Costs

Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

X. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the Commission as the funding agency and Contractor as the creator of the publication.

Y. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines

[https://www.sbcounty.gov/uploads/First5/docs/main/media\\_guidelines.pdf](https://www.sbcounty.gov/uploads/First5/docs/main/media_guidelines.pdf).

Z. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this Contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this Contract.

AA. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: [www.first5sanbernardino.org](http://www.first5sanbernardino.org). FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

Report requirements include, but are not limited to, the following and may be subject to change.

▪ Program Reports

Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

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▪ Fiscal Reports

For each calendar month, Contractor shall provide the Commission with a Monthly Fiscal Request for Reimbursement/Invoice within fifteen (15) calendar days from the end of the reporting period.

Contractor shall submit any and all Final/Revised Fiscal Reports by July 31 for the previous fiscal year period or part thereof during the Contract term. All reports submitted by July 31 will be considered final and no additional reports will be accepted after this date.

Contractor will fulfill evaluation and other reporting requirements as mandated by the Commission and the California Children and Families Commission.

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▪ Asset Report

Contractor shall report all assets worth \$500 or more purchased with First 5 funds utilizing tools provided by the Commission for that purpose. The Straight Line method of depreciation will be applied to determine value. Closing Asset reports shall be submitted to the Commission staff no less than thirty (30) days prior to the normal conclusion of a Contract. If the Contract is terminated early under any fiscal provision or due to correction of performance deficiencies, Contractor shall submit the Closing Asset report within ten (10) business days of receiving notice of Contract termination.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

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BB. Pro-Children Act of 1994

Contractor will comply with the Environmental Tobacco Smoke Act, also known as the Pro-Children Act of 1994 (<https://www.ecfr.gov/current/title-48/section-352.237-70>)

CC. Debarment, Suspension, and Other Responsibility Matters

As required by [Executive Order 12549 \[51 Fed. Reg. 6370\]](#) (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters ([45 C.F.R., section 76](#)):

- a. The Contractor certifies that neither it, its principals, nor any potential subcontractors:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at [45 C.F.R. section 76.200](#)) by any federal department or agency;
  - 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
  - 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

- 5) Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

**DD.Environmental Requirements**

The Commission has adopted a recycled product purchasing standards policy ([San Bernardino County Policy 11-08](#)), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the Commission. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the Commission whenever practicable.

**EE. Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the Commission using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Commission within the earlier of: (1) the date of the submission of Contractor's proposal to the Commission, or (2) 12 months before the date this Contract was approved by the Commission. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Commission for 12 months after the Commission's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the Commission a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Commission within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

**IV. COMMISSION RESPONSIBILITIES**

- A. Commission shall verify performance results of Contractor according to the Program Work Plan and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.
- B. Commission shall compensate Contractor for approved expenses in accordance with Section V of this Contract.
- C. Commission shall specify all reports and deliverables required from the Contractor.
- D. Commission shall provide technical assistance as deemed necessary.
- E. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within fifteen (15) days of the Contract approval date.

**V. FISCAL PROVISIONS**

**A. Contract Amount**

The maximum amount of reimbursement under this Contract shall not exceed \$ 2,110,043 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2024-25	<u>\$ 691,422</u>	July 1, 2024 through June 30, 2025
Fiscal Year 2025-26	<u>\$ 698,825</u>	July 1, 2025 through June 30, 2026
Fiscal Year 2026-27	<u>\$ 719,796</u>	July 1, 2026 through June 30, 2027

## 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.

## E. Supplanting of Funds

In accordance with the Commission's Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source

of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining from finds another revenue source without prior written approval of the Commission.

F. Payment of Taxes

Commission is not liable for the payments of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless Commission would otherwise be liable for the payment of such taxes in the course of its normal business operations.

G. Budget Line Item Changes

A Budget Revision Request may be submitted by the Contractor to the Commission to modify a line or lines of the approved budget. The request must indicate the proposed line item changes, the budget as amended applying the requested changes and a written justification for each requested change. The request cannot result in any alteration or degradation to the program services and performance target as specified in this Contract.

The Executive Director, on behalf of the Commission, has the authority to approve (or deny) the request, provided that the modification does not deviate from the original intent of the contract or increase the total Contract amount. Contractor is limited to two (2) Budget Revision Requests per fiscal year.

The Contractor must submit any Budget Revision Requests to the Commission no later than **February 28th** of the fiscal year. Budget Revision Requests may be submitted in hard copy form with original signatures or electronically in a PDF format. Postmarked envelopes received after **February 28th** will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Variances to the individual line items of Section A: Salaries and Benefits may be allowed if deemed reasonable and does not increase the total budgeted amount of Section A: Salaries and Benefits.

Annual variances of up to 10% of individual line items within Section B: Services and Supplies are allowable provided that the variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Annual variances in excess of 10% of line item cannot be made by the Contractor without prior approval of a Budget Revision Request by the Commission in accordance with Section V, Paragraph G of this Contract.

I. Procurement

Contractor shall procure services or goods required under this Contract on a competitive basis, unless otherwise provided by law, and make selections based on obtaining the best value possible. When a non-competitive procurement is used, a written justification must be maintained and be made available upon request.

J. Fixed Assets

The purchase of any equipment, materials, supplies or property of any kind, including items such as publications and copyrights, which have a single unit cost of \$5000 or more, including tax, and was not included in Contractor's approved budget, shall require the prior written approval of the Executive Director of the Commission. Any such purchase shall directly relate to Contractor's services or activities under the terms of the Contract.

Any item with a single unit cost of \$500 or more, including tax, purchased with funds received under the terms of this Contract must undergo a 3-bid process. Items not fully consumed during the Contract term shall revert to be the property of the Commission, unless otherwise specified by the Commission. The disposition of such equipment or property must be approved by the Executive Director of the Commission upon Contract termination. If the reversion of any asset is demanded and not made to First 5 San Bernardino, the Commission reserves the right to reduce or withhold the value of the asset from any payments due to the Contractor for non-compliance.

Contractor shall maintain insurance against the loss, theft, or damage to any item with a single unit cost of \$500 or more, including tax, purchased with Commission funds for the full replacement value

thereof in accordance with the provisions of Section III, subdivision S (Indemnification and Insurance Requirements).

K. Payor of Last Resort

Contractor shall attain funding through other sources than the Commission to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as MediCal, Healthy Families, federal or state funded programs, personal insurance, etc.), costs relating to services provided to that participant should be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. Written verification shall be provided upon request.

L. Fiscal Record Keeping

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditures.

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**VI. RIGHT TO MONITOR AND AUDIT**

A. Right to Monitor and Audit

The Commission or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to monitor and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation during any auditing or monitoring conducted.

Contractor shall cooperate with Commission in the implementation and evaluation of this Contract and comply with any and all reporting requirements established by Commission.

B. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the Commission, and State representatives for a period of five (5) years after final payment under the Contract or until all pending Commission and State audits are completed, whichever is later. Records, should include, but are not limited to participant files, monthly summary sheets, sign-in sheets, and other primary source documents. Contractor will have available for Commission review, all relevant financial records for the fiscal year being audited including documentation to verify shared costs or costs allocated to various funding sources as well as the basis for which the shared cost was allocated.

Program data shall be retained locally in San Bernardino County and made available upon request or turned over to Commission. If said records are not made available at the scheduled monitoring visit, Contractor may, at Commission's option, be required to reimburse Commission for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the invoiced monthly payment.

C. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of Commission's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

D. Independent Audit Provisions

On an annual basis, Contractor is required to hire an independent licensed Certified Public Accountant (CPA), who shall prepare and file with the Commission, an Independent Auditor's Report for the term of the Contract.

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E. Recovery of Investigation and Audit Costs

Contractor shall reimburse the Commission for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to Contractor.

When additional information (receipts, paperwork, etc.) is requested of the Contractor as a result of any audit or monitoring, Contractor must provide all information requested by the deadline specified by the Commission. A failure to provide the information by the specified deadline, will subject the Contractor to the provisions of Section VII (Correction of Performance Deficiencies and Termination).

**VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION**

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:
  - Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
  - Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
  - Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;
  - Withhold funds pending duration of the breach; and/or
  - Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
  - Immediately terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- B. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.
- C. The Executive Director of the Commission is authorized to exercise Commission’s rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

**VIII. TERM**

- A. This Contract is effective as of July 1, 2024, and expires June 30, 2027, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.
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- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for two (2) additional one (1)-year periods by mutual agreement of the parties.
- D. Continuation of this Contract for each fiscal year after June 30, 2027 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.



## IX. GENERAL PROVISIONS

### A. Notices

When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

**Contractor:** The Mom & Dad Project  
P.O. Box 6609  
Big Bear Lake, CA 92315

**Commission:** First 5 San Bernardino  
735 E. Carnegie Drive, Suite 150  
San Bernardino, CA 92408

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- D. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and Commission.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
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- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
- G. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

## X. NONDISCRIMINATION

### A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability

pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

Contractor shall not engage in any unlawful discriminatory practices in providing services, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

**B. Americans with Disabilities Act/Individuals with Disabilities**

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable Commission Staff if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

**C. Employment and Civil Rights**

Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

**1. Equal Employment Opportunity Program**

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of San Bernardino County and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

**2. Civil Rights Compliance**

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.

**D. Sexual Harassment**

Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

**XI. IMPROPER CONSIDERATION**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the Commission in an attempt to secure favorable treatment regarding this Contract.

The Commission, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Commission with respect to this Contract. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a Commission officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the Commission. In the event of a termination under this provision, the Commission is entitled to pursue any available legal remedies.

## **XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

The Commission reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in termination of the Contract. The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in termination of the Contract.

The Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the Commission. "Key employees" do not include clerical personnel providing service at the Contractor's offices or locations.

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continued on next page

**XIII. CONCLUSION**

- A. This Contract, consisting of 21 pages, Attachments A, B and C inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A, B and C are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

CHILDREN AND FAMILIES COMMISSION FOR  
SAN BERNARDINO COUNTY

THE MOM & DAD PROJECT  
Legal Entity

▶ \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Elliot Weinstein M.D.  
Printed Name

\_\_\_\_\_  
Commission Chair  
Title

\_\_\_\_\_  
Dated

▶ \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Megan Meadors  
Printed Name

\_\_\_\_\_  
Executive Director  
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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<b>Agency Name:</b> Bear Valley Community Healthcare District	<b>Contract #:</b> FS092	<b>Service Area:</b> Mountain Region - Big Bear Valley
<b>Program Name:</b> Mom & Dad Project (BVCHD)		<b>Period:</b> July 1, 2024 – June 30, 20227

<b>Expectations</b>	Through the Mom & Dad Project’s Family Resource Center, families will have access to basic needs for concrete support, improved health education, parental resilience, enhanced social support/connection, & development of parenting/child development & social/emotional competence. The Mom & Dad project aims to reduce health disparities, empower, & build resilient families, and reduce child abuse and neglect.
<b>Outcomes</b>	Serve 550 parents/caregivers and 1,350 children annually (1,900 unduplicated) through five programs: Nurturing Prenatal/Parenting program, Structured Case Management (CM), Medical/Dental Home, Help Me Grow CM, and Health Steps.

Objective Goal/ Measure	Activity/Description	Activity Dosage/ Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
1. Enhance parenting knowledge & skills	<ul style="list-style-type: none"> <li>• Triple P</li> <li>• Motivational Interviewing</li> <li>• Nurturing Families</li> <li>• Nurturing Prenatal</li> <li>• Nurturing Fathers</li> </ul>	Ongoing	Monthly	1. Aggregated count of parents with (language, ethnicity & race) 2. Aggregate count of children with demographics (break down age group 0-3 & 3-5yr, language, ethnicity & race)	1. Upload data in Excel sheet format with identification of parenting curriculum evaluation.
2. Family engaged in successful case management intervention & access to essential resources & build resilience & empowerment.	<ul style="list-style-type: none"> <li>• CM assessment</li> <li>• Develop empowerment plans for parents/caregivers.</li> <li>• Obtain increased knowledge of resources available &amp; community support.</li> <li>• Access to essential resources</li> </ul>	Identify needs, follow-up & resolve CM	Monthly	1. Aggregated count of parents with (language, ethnicity & race)	1. Upload data in Excel sheet format with SDOH identification. 2. Upload data in Excel sheet format with identification of pre & post-empowerment plan progress.
3. Positive health & developmental outcomes for children & parents	<ul style="list-style-type: none"> <li>• HealthySteps activities</li> <li>• Assist in connecting families with health/dental providers.</li> <li>• Community Health Worker ensures family remains consistent in preventive care services.</li> <li>• ASQ through HMGIE &amp; case management</li> </ul>	Ongoing	Quarterly	1. Aggregated count of parents with (language, ethnicity & race) 2. Aggregate count of children with demographics (break down age group 0-3 & 3-5yr, language, ethnicity & race)	1. Upload data in Excel sheet format with identification of linkages outcomes with health, dental & developmental CM.

4. Community engagement outreach	<ul style="list-style-type: none"> <li>• Attending community outreach events &amp; workshops.</li> <li>• Collaborate with local organizations, service providers &amp; partners.</li> <li>• Conduct community feedback &amp; satisfaction surveys.</li> </ul>	Ongoing	Quarterly & Annually	N/A	<ol style="list-style-type: none"> <li>1. Upload data in Excel sheet format with identification of parent satisfaction survey &amp; parent leadership outcome.</li> <li>2. Complete the Quarterly &amp; Annual Narrative Reporting in the Monitoring Section</li> </ol>
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Data Type: Quantitative & Qualitative	
Reporting Period:	Due: By the 15 <sup>th</sup> of the following month



FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2024-2025

<b>ORGANIZATION:</b>	The Mom & Dad Project	<b>DIRECTOR:</b>	Megan Meadors	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Big Bear Family Support Center	<b>PROGRAM DIRECTOR:</b>	Jeff Tunnell	<b>TOTAL BUDGET:</b>	\$ 691,422
<b>INITIATIVE:</b>	Family Support Initiative RFP 23-01	<b>FINANCE OFFICER:</b>	Nichole McGivney	<b>RFP/CONTRACT #:</b>	FS092

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name: _____ Position: _____										
1	Megan Meadors Executive Director	0.67	75.02	1400	25%	105,028	26,257	131,285	195,052	67%	Oversees and coordinates all aspects of the Family Resource Center. Responsible for all reporting to funders, and Boards and attends all applicable Functions. Acts as liaison between BVCHD Business Board/ Foundation Board and Staff, as well as between First 5 and the Board (s). Responsible for implementation/planning and coordinating all classes, workshops, etc. Responsible for oversight of staff. Responsible for all marketing and outreach efforts. Responsible for training and goal setting aspects for staff.
2	Jeffry Tunnell Father Engagement Coordinator	0.50	34.30	1040	25%	35,672	8,918	44,590	89,180	50%	Responsible for recruitment and retention of clients. Responsible for implementing outreach coordination ,including facilitation of Parenting Programs, linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of program clients. Responsible for all Case Management activities. Responsible for basic oversight of the parenting curriculums at The Mom & Dad Project. Responsible to attend and represent The Mom & Dad Project at all outreach
3	Nichole McGivney Maternal Health Coordinator Fiscal Manager	0.75	27.53	1550	25%	42,672	10,668	53,339	71,578	75%	(CHW)Responsible for facilitation of the Nurturing Prenatal Program and well as other parenting programs. Responsible for recruitment and retention of participants. Responsible for working with the family health clinic and prenatal women that are seen in the facility. Responsible for implementing outreach coordination, including facilitation of Family Resource Center programs, linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of program clients. Responsible for (CHW)responsible for facilitation of the Family Resource Center programs in
4	Tania Vara Latino Outreach Coordinator	0.66	23.75	1365	25%	32,419	8,105	40,523	61,750	66%	Spanish. Responsible for recruitment and retention of participants. Responsible for working with the Spanish Speaking community to provide education in a manner that is culturally appropriate for the Spanish Speaking Community in Big Bear. Responsible for implementing outreach coordination ,including facilitation of programs, linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of program clients. Responsible for (CHW)responsible for facilitation of the Family Resource Center programs in
5	Desting Craig Data Analyst	0.66	30.46	1365	25%	41,578	10,394	51,972	79,196	66%	Responsible to ensure that all programmatic record keeping is accurate. Responsible for all ordering or program materials, curriculum, office supplies, etc. Responsible for day-to- day functioning of the overall office. Responsible for timely reporting to Community Educators and Case Managers on assessments, case management sessions, ASQ's, class make ups, and additional information needed to successfully move participants through their respective program. Responsible to run reports to make sure that Data is accurate and clean. Responsible for communicating with First (CHW) responsible for facilitation of the Healthy Steps program. Responsible for
6	Johanna Weirsbicki Commnuty Educator/ Healthy Steps Coordinator	1.00	26.75	2080	25%	55,640	13,910	69,550	69,550	100%	Teaching Parenting as well as Case Management services Responsible for recruitment and retention of participants. Responsible for working with the family health clinic and parents that are seen in the facility. Responsible for implementing outreach coordination ,including facilitation of all parenting programs, linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care



FIRST 5 SAN BERNARDINO  
 PROGRAM BUDGET  
 FISCAL YEAR: 2024-2025

<b>ORGANIZATION:</b>	The Mom & Dad Project	<b>DIRECTOR:</b>	Megan Meadors	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Big Bear Family Support Center	<b>PROGRAM DIRECTOR:</b>	Jeff Tunnell	<b>TOTAL BUDGET:</b>	\$ 691,422
<b>INITIATIVE:</b>	Family Support Initiative RFP 23-01	<b>FINANCE OFFICER:</b>	Nichole McGivney	<b>RFP/CONTRACT #:</b>	FS092

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
7	Fredy Diaz Latino Father Engagement Coordinator	0.75	23.75	1560	25%	37,050	9,263	46,313	61,750	75%	Responsible for recruitment and retention of participants. Responsible for working with the family health clinic and parents that are seen in the facility. Responsible for implementing outreach coordination ,including facilitation of all parenting programs, linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of program clients. Well Child Visits coordinator- responsible to coordinate with the FHC to ensure that CHW's are attending all well child visits, giving accurate information, assessments, and referrals.
8	Sandy Flores Structured Childcare Supervisor	0.75	21.75	1560	25%	33,930	8,483	42,413	56,550	75%	(CHW) Responsible for providing Structured childcare while classes are being taught that require a child care provider to be present. Responsible for facilitating Nurturing Parent Child Enrichment sessions. Responsible for children's curriculum, oversees weekly activities, responsible for scheduling structured childcare for the organization. Runs special needs support group- getting trained Stepping Stones-Triple P curriculum for parents with children who are experiencing special needs. ROAR supervisor. Attends well child visits
9	Angelica Rodriguez Structured Childcare Provider	0.50	21.75	1040	25%	22,620	5,655	28,275	56,550	50%	child care provider to be present. Responsible for facilitating Nurturing Parent Child Enrichment sessions. Attends well child vi(CHW) Responsible for providing Structured childcare while classes are being taught that require a childcare provider to be present. Responsible for facilitating Nurturing Parent Child Enrichment sessions. Responsible for all Car Seat safety classes, helps teach ESL and will act as the representative for All Children Thrive (ACT 2.0). In charge of the diaper ordering and distribution- Attends well child visits (HOUSEKEEPING) The Family Resource Center experiences high traffic, and usage.
10	Maria Rodriguez Structured Childcare Provider	0.50	21.75	1040	25%	22,620	5,655	28,275	56,550	50%	Responsible for providing childcare while classes are being taught that require a child care provider to be present. Responsible for facilitating Nurturing Parent Child Enrichment sessions. Attends well child visits. (HOUSEKEEPING) The Parenting Education Center experiences high traffic, and usage. Housekeeping services are needed to clean and sanitize toys and various areas throughout the center after each class to maintain OSHA standards of cleanliness.
<b>Total Salaries &amp; Benefits</b>						\$ 429,228	\$ 107,307	\$ 536,535	\$ 797,706		





**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2024-2025**

<b>ORGANIZATION:</b>	The Mom & Dad Project	<b>DIRECTOR:</b>	Megan Meadors	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Big Bear Family Support Center	<b>PROGRAM DIRECTOR:</b>	Jeff Tunnell	<b>TOTAL BUDGET:</b>	\$ 691,422
<b>INITIATIVE:</b>	Family Support Initiative RFP 23-0	<b>FINANCE OFFICER:</b>	Nichole McGivney	<b>RFP/CONTRACT #:</b>	FS092

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Program Materials and Supplies	1%	7,000	Program Supplies: Supplies such as books, educational toys, learning aids, and other materials for children's programs or parenting workshops. Materials for counseling sessions such as tissues, art supplies for therapeutic activities, and educational resources for mental health support. Tablets, internet access, or technology equipment to help families bridge the digital divide and access online resources and services. Games, sports equipment, and recreational activities for children and families to enjoy together, promoting bonding and stress relief. Books, language learning materials, and literacy programs for families where English is a second language or literacy levels are low. Training manuals, videos, and resources to support the professional development of staff and volunteers working at the center. Surveys, assessment forms, and data collection tools to evaluate the effectiveness of programs and gather feedback from clients. Uniforms for well-child and outreach events.
2	Program Support/Incentives	0%	3,000	Incentives: Implementing incentive programs where clients earn points or rewards for attending workshops, completing educational programs, or achieving personal goals. These rewards could be redeemed for goods or services provided by the center or local businesses. Providing free books, educational toys, or learning materials for children as incentives for parents to attend parenting workshops or literacy programs. Offering personal care items such as toiletries, diapers, or hygiene products as incentives or giveaways for attending health and wellness workshops or appointments. Distributing clothing vouchers, household goods, or furniture vouchers to families in need as incentives for participating in financial literacy programs or job training workshops. Organizing community events,
3	Training- Healthy Steps/ Tripple P, Nutring Families, Nurturing Father rel	4%	30,000	Staff Training: Providing regular training sessions to equip staff with the necessary skills and knowledge to effectively serve the needs of families. This training can cover topics such as counseling techniques, conflict resolution, cultural competence, trauma-informed care, and program-specific skills. Trainings will need to take place in the NCTI curriculum. Offering opportunities for staff to attend conferences, workshops, seminars, and online courses related to their field of work. This allows them to stay updated on best practices, emerging trends, and new research in areas relevant to family support and social services. Identifying and nurturing emerging leaders within the organization through mentorship programs, leadership training, and opportunities for increased responsibility and decision-making. Developing strong leadership skills among staff members ensures effective management and continuity of services. Providing staff with training and resources to enhance their cultural competence and sensitivity when working with families from diverse backgrounds. This includes understanding and respecting cultural differences, addressing implicit biases, and adapting services to meet the unique needs of each family. Keeping staff updated on the latest technology tools and platforms used in their



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2024-2025**

<b>ORGANIZATION:</b> The Mom & Dad Project		<b>DIRECTOR:</b> Megan Meadors		<b>PROGRAM YEAR:</b> 2024-2025	
<b>PROGRAM TITLE:</b> Big Bear Family Support Center		<b>PROGRAM DIRECTOR:</b> Jeff Tunnell		<b>TOTAL BUDGET:</b> \$ 691,422	
<b>INITIATIVE:</b> Family Support Initiative RFP 23-0		<b>FINANCE OFFICER:</b> Nichole McGivney		<b>RFP/CONTRACT #:</b> FS092	
4	Adversitsing	1%	10,000	Advertising/Outreach Materials :Develop a strong visual identity for the FRC, including a logo and brand colors, that reflects the center's values and mission. Consistency in branding helps establish recognition and credibility. Design informative brochures and flyers that highlight the FRC's services, programs, and contact information. Use concise language, bullet points, and compelling imagery to capture attention and convey key messages. Create eye-catching posters and banners to promote specific events,	
5	Printing	0%	1,500	Design/Printing: Paying for design and printing for a Family Resource Center's advertising and outreach materials is an essential investment in promoting the center's services and reaching the community effectively. Budget for printing expenses, including the cost of printing materials such as brochures, flyers, posters, banners, and business cards. Consider factors such as paper quality, quantity, size, color options, and finishing options (e.g., matte or glossy finish, laminating) Allocate funds for hiring graphic	
6	Office Supplies	0%	2,500	Office Supplies and materials: Procuring office supplies and materials is essential for the smooth operation of a Family Resource Center (FRC) to support administrative tasks, client services, and program implementation. Here's a comprehensive list of typical office supplies and materials needed for an FRC. Paper Products, writing instruments, filing and Organization system, desk accessories,furniture and cabinets to lock important documents, Office Equipment, communication tools, presentation supplies, storage solution, office furniture, cleaning and maintenance, safety and	
7	Equipment	0%	2,500	Copier, computers and other technological equipment needed to run the FRC and associated programs. This would include work phones and carriers in order for CHWs, Facilitators, Childcare workers to communicate with clients as a part of their outreach, recruitment, retention and case management done with clients. Also included would be programs and software needed for the FRC to move the mission, vision, work and contract requirements forward.	
8	Peer Parent Support	0%	1,500	Incentive money used to engage parent advocates to work with parents through the FRC programs.	
9	Rent	3%	20,000	Rent at FRC: Renting a space provides the FRC with access to facilities such as offices, meeting rooms, counseling rooms, and common areas. These spaces are essential for delivering services, conducting programs, and facilitating client interactions. Renting a space allows the FRC to choose a location that is convenient and accessible to the community it serves. Being located in a central or easily reachable area increases the center's visibility and ensures that families can easily access its services. Renting a dedicated space helps create a professional and welcoming environment for clients and staff. A well-maintained facility with appropriate amenities enhances the credibility and reputation of the FRC within the community. Rent typically covers expenses related to infrastructure and utilities, such as electricity, heating, cooling, water, and maintenance. These basic amenities are necessary for the smooth functioning of the center and ensuring a comfortable environment for clients and staff. Renting a space within a commercial or residential area fosters integration and engagement with the local community.	
Total Services & Supplies			\$ 78,000		
III.	FOOD				



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2024-2025**

<b>ORGANIZATION:</b>	The Mom & Dad Project	<b>DIRECTOR:</b>	Megan Meadors	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Big Bear Family Support Center	<b>PROGRAM DIRECTOR:</b>	Jeff Tunnell	<b>TOTAL BUDGET:</b>	\$ 691,422
<b>INITIATIVE:</b>	Family Support Initiative RFP 23-0	<b>FINANCE OFFICER:</b>	Nichole McGivney	<b>RFP/CONTRACT #:</b>	FS092

Event(s):	TOTAL F5SB BUDGET (\$)	Description/Justification:
1 Food	11,500	Used to incentivize families to attend classes, activities and workshops. Used for staff meeting and trainings related to the family support initiative.
Total Food	\$ 11,500	

IV. TRAVEL			
Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Travel	\$ 2,500.00	travel expenses related to trainings, workshops and funder meetings. Used for gas on The Mom & Dad Project car when used for activities specific to this contract.
Total Travel		\$ 2,500.00	

V. SUBCONTRACTORS			
Organization Name:		TOTAL F5SB BUDGET (\$)	Description/Justification:
1 BVCHD LVN		17,940	LVN for Healthy Steps- going to be through BVCHD- Parent Company-Staff Share
Total Subcontractors		\$ 17,940.00	

VI. INDIRECT COSTS			
Percent:			
8%%		44,947	
Basis:			
Total Indirect Costs		\$ 44,947.00	

<b>TOTAL FIRST 5 BUDGET</b>	<b>\$ 691,422</b>	
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FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2025-2026

<b>ORGANIZATION:</b>	The Mom & Dad Project	<b>DIRECTOR:</b>	Megan Meadors	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Big Bear Family Support Center	<b>PROGRAM DIRECTOR:</b>	Jeff Tunnell	<b>TOTAL BUDGET:</b>	\$ 698,825
<b>INITIATIVE:</b>	Family Support Initiative RFP 23-01	<b>FINANCE OFFICER:</b>	Nichole McGivney	<b>RFP/CONTRACT #:</b>	FS092

LINE	BUDGET CATEGORY		FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS		A	B	C	D	E	F	G	H	I	J
	Name:	Position:										
1	Megan Meadors	Executive Director	0.68	78.05	1420	25%	110,831	27,708	138,539	202,930	68%	Oversees and coordinates all aspects of the Family Resource Center. Responsible for all reporting to funders, and Boards and attends all applicable Functions. Acts as liaison between BVCHD Business Board/ Foundation Board and Staff, as well as between First 5 and the Board (s). Responsible for implementation/planning and coordinating all classes, workshops, etc. Responsible for oversight of staff. Responsible for all marketing and outreach efforts. Responsible for training and goal setting aspects for staff.
2	Jeffry Tunnell	Father Engagement Coordinator	0.52	35.70	1100	25%	39,270	9,818	49,088	92,820	52%	the County, and implementing father friendly practices into our program. Responsible for recruitment and retention of clients. Responsible for implementing outreach coordination ,including facilitation of Parenting Programs, linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of program clients. Responsible for all Case Management activities. Responsible for basic oversight of the parenting curriculums at The Mom & Dad Project. Responsible to attend and represent The Mom & Dad Project at all outreach events and meeting.
3	Nichole McGivney	Maternal Health Coordinator Fiscal Manager	0.75	29.36	1550	25%	45,508	11,377	56,885	76,336	75%	(CHW)Responsible for facilitation of the Nurturing Prenatal Program and well as other parenting programs. Responsible for recruitment and retention of participants. Responsible for working with the family health clinic and prenatal women that are seen in the facility. Responsible for implementing outreach coordination, including facilitation of Family Resource Center programs, linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of program clients. Responsible for all client's case management activities. Responsible for all fiscal aspects and fiscal reporting of the program.
4	Tania Vara	Latino Outreach Coordinator	0.66	24.68	1365	25%	33,688	8,422	42,110	64,168	66%	(CHW)Responsible for facilitation of the Family Resource Center Programs in Spanish. Responsible for recruitment and retention of participants. Responsible for working with the Spanish Speaking community to provide education in a manner that is culturally appropriate for the Spanish Speaking Community in Big Bear. Responsible for implementing outreach coordination ,including facilitation of programs, linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of program clients. Responsible for all clients FDM's and Case Management activities. Responsible for implementation of Healthy Steps in Spanish. Additionally responsible for monthly newsletter, social media and website developments.



FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2025-2026

<b>ORGANIZATION:</b>	The Mom & Dad Project	<b>DIRECTOR:</b>	Megan Meadors	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Big Bear Family Support Center	<b>PROGRAM DIRECTOR:</b>	Jeff Tunnell	<b>TOTAL BUDGET:</b>	\$ 698,825
<b>INITIATIVE:</b>	Family Support Initiative RFP 23-01	<b>FINANCE OFFICER:</b>	Nichole McGivney	<b>RFP/CONTRACT #:</b>	FS092

LINE	BUDGET CATEGORY		FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS		A	B	C	D	E	F	G	H	I	J
5	Destiny Craig	Data Analyst	0.66	31.68	1365	25%	43,243	10,811	54,054	82,368	66%	Responsible for all program reporting to funders, as overseen by the Director. Responsible to ensure that all programmatic record keeping is accurate. Responsible for all ordering or program materials, curriculum, office supplies, etc. Responsible for day-to-day functioning of the overall office. Responsible for timely reporting to Community Educators and Case Managers on assessments, case management sessions, ASQ's, class make ups, and additional information needed to successfully move participants through their respective program. Responsible to run reports to make sure that Data is accurate and clean. Responsible for communicating with First 5 San Bernardino's data team regarding questions, concerns or additional information.
6	Johanna Weirsbicki	Community Educator/ Healthy Steps Coordinator	1.00	27.82	2080	25%	57,866	14,466	72,332	72,332	100%	(CHW) Responsible for facilitation of the Healthy Steps Program. Responsible for Teaching Parenting as well as Case Management services Responsible for recruitment and retention of participants. Responsible for working with the family health clinic and parents that are seen in the facility. Responsible for implementing outreach coordination ,including facilitation of all parenting programs, linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of program clients. Well Child Visits coordinator- responsible to coordinate with the FHC to ensure that CHW's are attending all well child visits, giving accurate information, assessments, and referrals.
7	Fredy Diaz	Latino Father Engagement Coordinator	0.75	24.70	1560	25%	38,532	9,633	48,165	64,220	75%	(CHW) Responsible for Teaching Parenting as well as Case Management services Responsible for recruitment and retention of participants. Responsible for working with the family health clinic and parents that are seen in the facility. Responsible for implementing outreach coordination ,including facilitation of all parenting programs, linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of program clients. Well Child Visits coordinator- responsible to coordinate with the FHC to ensure that CHW's are attending all well child visits, giving accurate information, assessments, and referrals.
8	Sandy Flores	Structured Childcare Supervisor	0.75	22.62	1560	25%	35,287	8,822	44,109	58,812	75%	(CHW) Responsible for providing Structured childcare while classes are being taught that require a child care provider to be present. Responsible for facilitating Nurturing Parent Child Enrichment sessions. Responsible for children's curriculum, oversees weekly activities, responsible for scheduling structured childcare for the organization. Runs special needs support group- getting trained Stepping Stones- Triple P curriculum for parents with children who are experiencing special needs. ROAR supervisor. Attends well child visits



FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2025-2026

<b>ORGANIZATION:</b>	The Mom & Dad Project	<b>DIRECTOR:</b>	Megan Meadors	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Big Bear Family Support Center	<b>PROGRAM DIRECTOR:</b>	Jeff Tunnell	<b>TOTAL BUDGET:</b>	\$ 698,825
<b>INITIATIVE:</b>	Family Support Initiative RFP 23-01	<b>FINANCE OFFICER:</b>	Nichole McGivney	<b>RFP/CONTRACT #:</b>	FS092

LINE	BUDGET CATEGORY		FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS		A	B	C	D	E	F	G	H	I	J
9	Angelica Rodriguez	Structured Childcare Provider	0.50	22.62	1040	25%	23,525	5,881	29,406	58,812	50%	Responsible for providing childcare while classes are being taught that require a child care provider to be present. Responsible for facilitating Nurturing Parent Child Enrichment sessions. Attends well child vi(CHW) Responsible for providing Structured childcare while classes are being taught that require a childcare provider to be present. Responsible for facilitating Nurturing Parent Child Enrichment sessions. Responsible for all Car Seat safety classes, helps teach ESL and will act as the representative for All Children Thrive (ACT 2.0). In charge of the diaper ordering and distribution- Attends well child visits (HOUSEKEEPING) The Family Resource Center experiences high traffic, and usage. Housekeeping services are needed to clean and sanitize toys and various areas throughout the center after each class to maintain OSHA standards of cleanliness. Angie over sees this process. sits. (HOUSEKEEPING) The Parenting Education Center experiences high traffic, and usage. Housekeeping services are needed to clean and sanitize toys and various areas throughout the center after each class to maintain OSHA standards of cleanliness.
10	Maria Rodriguez	Structured Childcare Provider	0.50	22.62	1040	25%	23,525	5,881	29,406	58,812	50%	Responsible for providing childcare while classes are being taught that require a child care provider to be present. Responsible for facilitating Nurturing Parent Child Enrichment sessions. Attends well child visits. (HOUSEKEEPING) The Parenting Education Center experiences high traffic, and usage. Housekeeping services are needed to clean and sanitize toys and various areas throughout the center after each class to maintain OSHA standards of cleanliness.
Total Salaries & Benefits							\$ 451,275	\$ 112,819	\$ 564,094	\$ 831,610		



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET**

**FISCAL YEAR:** 2025-2026

<b>ORGANIZATION:</b> The Mom & Dad Project	<b>DIRECTOR:</b> Megan Meadors	<b>PROGRAM YEAR:</b> 2025-2026
<b>PROGRAM TITLE:</b> Big Bear Family Support Center	<b>PROGRAM DIRECTOR:</b> Jeff Tunnell	<b>TOTAL BUDGET:</b> \$ 698,825
<b>INITIATIVE:</b> Family Support Initiative RFP 23-0	<b>FINANCE OFFICER:</b> Nichole McGivney	<b>RFP/CONTRACT #:</b> FS092

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1 Program Supplies/Material	1%	7,000	Program Supplies: Supplies such as books, educational toys, learning aids, and other materials for children's programs or parenting workshops. Materials for counseling sessions such as tissues, art supplies for therapeutic activities, and educational resources for mental health support. Tablets, internet access, or technology equipment to help families bridge the digital divide and access online resources and services. Games, sports equipment, and recreational activities for children and families to enjoy together, promoting bonding and stress relief. Books, language learning materials, and literacy programs for families where English is a second language or literacy levels are low. Training manuals, videos, and resources to support the professional development of staff and volunteers working at the center. Surveys, assessment forms, and data collection tools to evaluate the effectiveness	
2 Program Support/Incentives	0%	3,000	Incentives: Implementing incentive programs where clients earn points or rewards for attending workshops, completing educational programs, or achieving personal goals. These rewards could be redeemed for goods or services provided by the center or local businesses. Providing free books, educational toys, or learning materials for children as incentives for parents to attend parenting workshops or literacy programs. Offering personal care items such as toiletries, diapers, or hygiene products as incentives or giveaways for attending health and wellness workshops or appointments. Distributing clothing vouchers, household goods, or furniture vouchers to families in need as incentives for participating in financial literacy programs or job training workshops. Organizing community events, outings, or recreational activities such as picnics,	
3 Training (updated to what has already been established)	0%	2,500	Staff Training: Providing regular training sessions to equip staff with the necessary skills and knowledge to effectively serve the needs of families. This training can cover topics such as counseling techniques, conflict resolution, cultural competence, trauma-informed care, and program-specific skills. Trainings will need to take place in the NCTI curriculum.	



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET**

**FISCAL YEAR:** 2025-2026

<b>ORGANIZATION:</b> The Mom & Dad Project	<b>DIRECTOR:</b> Megan Meadors	<b>PROGRAM YEAR:</b> 2025-2026
<b>PROGRAM TITLE:</b> Big Bear Family Support Center	<b>PROGRAM DIRECTOR:</b> Jeff Tunnell	<b>TOTAL BUDGET:</b> \$ 698,825
<b>INITIATIVE:</b> Family Support Initiative RFP 23-0	<b>FINANCE OFFICER:</b> Nichole McGivney	<b>RFP/CONTRACT #:</b> FS092

4	Advertising	1%	10,000	Advertising/Outreach Materials :Develop a strong visual identity for the FRC, including a logo and brand colors, that reflects the center's values and mission. Consistency in branding helps establish recognition and credibility. Design informative brochures and flyers that highlight the FRC's services, programs, and contact information. Use concise language, bullet points, and compelling imagery to capture attention and convey key messages. Create eye-catching posters and banners to promote specific events, workshops, or campaigns hosted by the FRC. Include event details, dates, and calls to action to encourage participation.
5	Printing	0%	1,500	Design/Printing: Paying for design and printing for a Family Resource Center's advertising and outreach materials is an essential investment in promoting the center's services and reaching the community effectively. Budget for printing expenses, including the cost of printing materials such as brochures, flyers, posters, banners, and business cards. Consider factors such as paper quality, quantity, size, color options, and finishing options (e.g., matte or glossy finish, laminating) Allocate funds for hiring graphic designers or design agencies to create professional, visually appealing materials that reflect the FRC's brand and messaging. Design costs may vary depending on the complexity of the project, the
6	Office Supplies	0%	2,500	Office Supplies and materials: Procuring office supplies and materials is essential for the smooth operation of a Family Resource Center (FRC) to support administrative tasks, client services, and program implementation. Here's a comprehensive list of typical office supplies and materials needed for an FRC. Paper Products, writing instruments, filing and Organization system, desk accessories,furniture and cabinets to lock important documents, Office Equipment, communication tools,
7	Equipment	0%	2,500	Copier, computers and other technological equipment needed to run the FRC and associated programs. This would include work phones and carriers in order for CHWs, Facilitators, Childcare workers to communicate with clients as a part of their outreach, recruitment, retention and case management done with clients. Also included would be programs and software needed for the FRC to move the mission,
8	Peer Parent Support	0%	1,500	Incentive money used to engage parent advocates to work with parents through the FRC programs.





**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2025-2026**

<b>ORGANIZATION:</b> The Mom & Dad Project	<b>DIRECTOR:</b> Megan Meadors	<b>PROGRAM YEAR:</b> 2025-2026
<b>PROGRAM TITLE:</b> Big Bear Family Support Center	<b>PROGRAM DIRECTOR:</b> Jeff Tunnell	<b>TOTAL BUDGET:</b> \$ 698,825
<b>INITIATIVE:</b> Family Support Initiative RFP 23-0	<b>FINANCE OFFICER:</b> Nichole McGivney	<b>RFP/CONTRACT #:</b> FS092

9	Rent	3%	20,000	Rent at FRC: Renting a space provides the FRC with access to facilities such as offices, meeting rooms, counseling rooms, and common areas. These spaces are essential for delivering services, conducting programs, and facilitating client interactions. Renting a space allows the FRC to choose a location that is convenient and accessible to the community it serves. Being located in a central or easily reachable area increases the center's visibility and ensures that families can easily access its services. Renting a dedicated space helps create a professional and welcoming environment for clients and staff. A well-maintained facility with appropriate amenities enhances the credibility and reputation of the FRC within the community. Rent typically covers expenses related to infrastructure and utilities, such as electricity, heating, cooling, water, and maintenance. These basic amenities are necessary for the smooth functioning of the center and ensuring a comfortable environment for clients and staff. Renting a space within a commercial or residential area fosters integration and engagement with the local community. The FRC becomes a part of the neighborhood fabric, allowing for collaboration with other organizations, businesses, and residents to address community needs.
Total Services & Supplies			\$ 50,500	
<b>III. FOOD</b>				
	Event(s):		<b>TOTAL F5SB BUDGET (\$)</b>	<b>Description/Justification:</b>
1	Food		11,500	Used to incentivize families to attend classes, activities and workshops. Used for staff meeting and trainings related to the family support initiative.
Total Food			\$ 11,500	
<b>IV. TRAVEL</b>				
	Destination:	Purpose:	<b>TOTAL F5SB BUDGET (\$)</b>	<b>Description/Justification:</b>
1		Travel/ Gas	\$ 2,500.00	travel expenses related to trainings, workshops and funder meetings. Used for gas on The Mom & Dad Project car when used for activities specific to this contract.
Total Travel			\$ 2,500.00	
<b>V. SUBCONTRACTORS</b>				



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET**

**FISCAL YEAR:** 2025-2026

<b>ORGANIZATION:</b>	The Mom & Dad Project	<b>DIRECTOR:</b>	Megan Meadors	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Big Bear Family Support Center	<b>PROGRAM DIRECTOR:</b>	Jeff Tunnell	<b>TOTAL BUDGET:</b>	\$ 698,825
<b>INITIATIVE:</b>	Family Support Initiative RFP 23-0	<b>FINANCE OFFICER:</b>	Nichole McGivney	<b>RFP/CONTRACT #:</b>	FS092

	Organization Name:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	BVCHD- LVN	18,657	LVN for Healthy Steps- going to be through BVCHD- Parent Company- Staff Share
	Total Subcontractors	\$ 18,657.00	
<b>VI.</b>	<b>INDIRECT COSTS</b>		
	Percent: 8%%	51,574	
	Basis:		
	Total Indirect Costs	\$ 51,574.00	
<b>TOTAL FIRST 5 BUDGET</b>		\$ 698,825	



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2026-2027**

<b>ORGANIZATION:</b>	The Mom & Dad Project	<b>DIRECTOR:</b>	Megan Meadors	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Big Bear Family Support Center	<b>PROGRAM DIRECTOR:</b>	Jeff Tunnell	<b>TOTAL BUDGET:</b>	\$ 719,796
<b>INITIATIVE:</b>	Family Support Initiative RFP 23-01	<b>FINANCE OFFICER:</b>	Nichole McGivney	<b>RFP/CONTRACT #:</b>	FS092

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:											
	Position:											
1	Megan Meadors	Executive Director	0.67	81.92	1400	25%	114,688	28,672	143,360	212,992	67%	Center. Responsible for all reporting to funders, and Boards and attends all applicable Functions. Acts as liaison between BVCHD Business Board/ Foundation Board and Staff, as well as between First 5 and the Board (s). Responsible for implementation/planning and coordinating all classes, workshops, etc. Responsible for oversight of staff. Responsible for all marketing and outreach efforts. Responsible for training
2	Jeff Tunnell	Father Engagement Coordinator	0.53	37.12	1100	25%	40,832	10,208	51,040	96,512	53%	the County, and implementing father friendly practices into our program. Responsible for recruitment and retention of clients. Responsible for implementing outreach coordination ,including facilitation of Parenting Programs, linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of program clients. Responsible for all Case Management activities. Responsible for basic oversite of the parenting curriculums at The Mom & Dad Project. Responsible to attend and represent The Mom & Dad Project at all outreach events and meeting.
3	Nichole McGivney	Maternal Health Coordinator	0.75	30.24	1550	25%	46,872	11,718	58,590	78,624	75%	Center. Responsible for all reporting to funders, and Boards and attends all applicable Functions. Acts as liaison between BVCHD Business Board/ Foundation Board and Staff, as well as between First 5 and the Board (s). Responsible for implementation/planning and coordinating all classes, workshops, etc. Responsible for oversight of staff. Responsible for all marketing and outreach efforts. Responsible for training
4	Tania Vara	Latino Outreach Coordinator	0.66	25.66	1365	25%	35,026	8,756	43,782	66,716	66%	(CHW)Responsible for facilitation of the Nurturing Prenatal Program and well as other parenting programs. Responsible for recruitment and retention of participants. Responsible for working with the family health clinic and prenatal women that are seen in the facility. Responsible for implementing outreach coordination, including facilitation of Family Resource Center programs, linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of program clients. Responsible for all client's



FIRST 5 SAN BERNARDINO  
 PROGRAM BUDGET  
 FISCAL YEAR: 2026-2027

<b>ORGANIZATION:</b>	The Mom & Dad Project	<b>DIRECTOR:</b>	Megan Meadors	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Big Bear Family Support Center	<b>PROGRAM DIRECTOR:</b>	Jeff Tunnell	<b>TOTAL BUDGET:</b>	\$ 719,796
<b>INITIATIVE:</b>	Family Support Initiative RFP 23-01	<b>FINANCE OFFICER:</b>	Nichole McGivney	<b>RFP/CONTRACT #:</b>	FS092

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
5	Destiny Craig Data Analyst	0.66	32.98	1365	25%	45,018	11,254	56,272	85,748	66%	the Director. Responsible to ensure that all programmatic record keeping is accurate. Responsible for all ordering or program materials, curriculum, office supplies, etc. Responsible for day-to-day functioning of the overall office. Responsible for timely reporting to Community Educators and Case Managers on assessments, case management sessions, ASQ's, class make ups, and additional information needed to successfully move participants through their respective program. Responsible to run reports to make sure that Data is accurate and clean. Responsible for communicating with First 5 San Bernardino's data team regarding questions, concerns or additional information.
6	Johanna Weirsbicki Community Educator/ Healthy Steps Coordinator	1.00	28.93	2080	25%	60,174	15,044	75,218	75,218	100%	Responsible for Teaching Parenting as well as Case Management services Responsible for recruitment and retention of participants. Responsible for working with the family health clinic and parents that are seen in the facility. Responsible for implementing outreach coordination ,including facilitation of all parenting programs, linkage and referrals to all classes, medical, dental, basic needs, insurance, and all other care coordination of
7	Fredy Diaz Latino Father Engagement Coordinator	0.75	25.68	1560	25%	40,061	10,015	50,076	66,768	75%	(CHW) Responsible for providing Structured childcare while classes are being taught that require a child care provider to be present. Responsible for facilitating Nurturing Parent Child Enrichment sessions. Responsible for children's curriculum, oversees weekly activities, responsible for scheduling structured childcare for the organization. Runs special needs support group- getting trained Stepping Stones- Triple P curriculum for parents with children who are experiencing special needs. ROAR



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2026-2027**

<b>ORGANIZATION:</b>	The Mom & Dad Project	<b>DIRECTOR:</b>	Megan Meadors	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Big Bear Family Support Center	<b>PROGRAM DIRECTOR:</b>	Jeff Tunnell	<b>TOTAL BUDGET:</b>	\$ 719,796
<b>INITIATIVE:</b>	Family Support Initiative RFP 23-01	<b>FINANCE OFFICER:</b>	Nichole McGivney	<b>RFP/CONTRACT #:</b>	FS092

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
8	Sandy Flores Structured Childcare Supervisor	0.75	23.52	1560	25%	36,691	9,173	45,864	61,152	75%	(CHW) Responsible for providing Structured childcare while classes are being taught that require a child care provider to be present. Responsible for facilitating Nurturing Parent Child Enrichment sessions. Responsible for children's curriculum, oversees weekly activities, responsible for scheduling structured childcare for the organization. Runs special needs support group-getting trained Stepping Stones- Triple P curriculum for parents with children who are experiencing special needs. ROAR supervisor. Attends well child visits
9	Angela Rodriguez Structured Child Care	0.50	23.52	1040	25%	24,461	6,115	30,576	61,152	50%	(CHW) Responsible for providing Structured childcare while classes are being taught that require a child care provider to be present. Responsible for facilitating Nurturing Parent Child Enrichment sessions. Responsible for children's curriculum, oversees weekly activities, responsible for scheduling structured childcare for the organization. Runs special needs support group-getting trained Stepping Stones- Triple P curriculum for parents with children who are experiencing special needs. ROAR supervisor. Attends well child visits
10	Maria Rodriguez Structured Childcare	0.50	23.52	1040	25%	24,461	6,115	30,576	61,152	50%	(CHW) Responsible for providing Structured childcare while classes are being taught that require a child care provider to be present. Responsible for facilitating Nurturing Parent Child Enrichment sessions. Responsible for children's curriculum, oversees weekly activities, responsible for scheduling structured childcare for the organization. Runs special needs support group-getting trained Stepping Stones- Triple P curriculum for parents with children who are experiencing special needs. ROAR supervisor. Attends well child visits
<b>Total Salaries &amp; Benefits</b>						\$ 468,284	\$ 117,071	\$ 585,355	\$ 866,034		



FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: **2026-2027**

<b>ORGANIZATION:</b> The Mom & Dad Project	<b>DIRECTOR:</b> Megan Meadors	<b>PROGRAM YEAR:</b> 2026-2027
<b>PROGRAM TITLE:</b> Big Bear Family Support Center	<b>PROGRAM DIRECTOR:</b> Jeff Tunnell	<b>TOTAL BUDGET:</b> \$ 719,796
<b>INITIATIVE:</b> Family Support Initiative RFP 23-01	<b>FINANCE OFFICER:</b> Nichole McGivney	<b>RFP/CONTRACT #:</b> FS092

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1 Program Materials and Supplies	1%	7,000	Program Supplies: Supplies such as books, educational toys, learning aids, and other materials for children's programs or parenting workshops. Materials for counseling sessions such as tissues, art supplies for therapeutic activities, and educational resources for mental health support. Tablets, internet access, or technology equipment to help families bridge the digital divide and access online resources and services. Games, sports equipment, and recreational activities for children and families to enjoy together, promoting bonding and stress relief. Books, language learning materials, and literacy programs for families where English is a second language or literacy levels are low. Training manuals, videos, and resources to support the professional development of staff and volunteers working at the center. Surveys, assessment forms, and data collection tools to evaluate the effectiveness of programs and gather feedback from clients. Uniforms for well-child	
2 Program Support and Incentives	0%	3,000	Incentives: Implementing incentive programs where clients earn points or rewards for attending workshops, completing educational programs, or achieving personal goals. These rewards could be redeemed for goods or services provided by the center or local businesses. Providing free books, educational toys, or learning materials for children as incentives for parents to attend parenting workshops or literacy programs. Offering personal care items such as toiletries, diapers, or hygiene products as incentives or giveaways for attending health and wellness workshops or appointments. Distributing clothing vouchers, household goods, or furniture vouchers to families in need as incentives for participating in financial literacy programs or job training workshops. Organizing community events, outings, or recreational activities such as picnics, movie nights, or field trips as incentives for families to engage with the center and each other. Offering incentives such as baby care products, parenting books, or child development resources for attending parenting classes or	
3 Training- Healthy Steps/ Tripple P, Nutring Families, Nurturing Father related	0%	2,500	Staff Training: Providing regular training sessions to equip staff with the necessary skills and knowledge to effectively serve the needs of families. This training can cover topics such as counseling techniques, conflict resolution, cultural competence, trauma-informed care, and program-specific skills. Trainings will need to take place in the NCTI curriculum. Offering opportunities for staff to attend conferences, workshops, seminars, and online courses related to their field of work. This allows them to stay updated on best practices, emerging trends, and new research in areas relevant to family support and social services. Identifying and nurturing emerging leaders within the organization through mentorship programs, leadership training, and opportunities for increased responsibility and decision-making. Developing strong leadership skills among staff members ensures effective management and continuity of services. Providing staff with training and resources to enhance their cultural competence and sensitivity when working with families from diverse backgrounds. This includes understanding and respecting cultural differences, addressing implicit biases, and adapting services to meet the unique needs of each family. Keeping staff updated on the latest technology tools and platforms used in their work, such as client management systems, telehealth platforms, and online communication tools. This ensures	



FIRST 5 SAN BERNARDINO  
 PROGRAM BUDGET  
 FISCAL YEAR: 2026-2027

<b>ORGANIZATION:</b>	The Mom & Dad Project	<b>DIRECTOR:</b>	Megan Meadors	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Big Bear Family Support Center	<b>PROGRAM DIRECTOR:</b>	Jeff Tunnell	<b>TOTAL BUDGET:</b>	\$ 719,796
<b>INITIATIVE:</b>	Family Support Initiative RFP 23-01	<b>FINANCE OFFICER:</b>	Nichole McGivney	<b>RFP/CONTRACT #:</b>	FS092

4	Adversiting	1%	10,000	Advertising/Outreach Materials :Develop a strong visual identity for the FRC, including a logo and brand colors, that reflects the center's values and mission. Consistency in branding helps establish recognition and credibility. Design informative brochures and flyers that highlight the FRC's services, programs, and contact information. Use concise language, bullet points, and compelling imagery to capture attention and convey key messages. Create eye-catching posters and banners to promote specific events, workshops, or campaigns hosted by the FRC. Include event details, dates, and calls to action to encourage participation. Establish active profiles on popular social media platforms such as Facebook, Twitter, and Instagram to engage with the community, share updates, and promote events. Utilize multimedia content, including photos, videos, and infographics, to enhance visibility and engagement. Collaborate with local businesses, schools, churches, healthcare providers, and other community organizations to expand outreach efforts and reach a broader audience. Distribute materials through partner networks and leverage their platforms for promotion. Ensure that advertising and outreach materials are available in multiple languages to accommodate diverse language preferences within the community. Translate key information into commonly spoken languages to improve accessibility and inclusivity.
5	Printing	0%	1,500	Designing and Office Supplies and materials: Procuring office supplies and materials is essential for the smooth operation of a Family Resource Center (FRC) to support administrative tasks, client services, and program implementation. Here's a comprehensive list of typical office supplies and materials needed for an FRC. Paper Products, writing instruments, filing and Organization system, desk accessories,furniture and cabinets to lock important documents, Office Equipment, communication tools, presentation supplies, storage solution, office furniture, cleaning and maintenance, safety and security.
6	office supplies	0%	2,500	Copier, computers and other technological equipment needed to run the FRC and associated programs. This would include work phones and carriers in order for CHWs, Facilitators, Childcare workers to communicate with clients as a part of their outreach, recruitment, retention and case management done with clients. Also included would be programs and software needed for the FRC to move the mission, vision, work and contract requirements forward.
7	Equipment	0%	2,500	Copier, computers and other technological equipment needed to run the FRC and associated programs. This would include work phones and carriers in order for CHWs, Facilitators, Childcare workers to communicate with clients as a part of their outreach, recruitment, retention and case management done with clients. Also included would be programs and software needed for the FRC to move the mission, vision, work and contract requirements forward.
8	Peer Parent Support	0%	1,500	Incentive money used to engage parent advocates to work with parents throught the FRC programs.



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2026-2027**

<b>ORGANIZATION:</b> The Mom & Dad Project	<b>DIRECTOR:</b> Megan Meadors	<b>PROGRAM YEAR:</b> 2026-2027
<b>PROGRAM TITLE:</b> Big Bear Family Support Center	<b>PROGRAM DIRECTOR:</b> Jeff Tunnell	<b>TOTAL BUDGET:</b> \$ 719,796
<b>INITIATIVE:</b> Family Support Initiative RFP 23-01	<b>FINANCE OFFICER:</b> Nichole McGivney	<b>RFP/CONTRACT #:</b> FS092

9	Rent	3%	20,000	rooms, counseling rooms, and common areas. These spaces are essential for delivering services, conducting programs, and facilitating client interactions. Renting a space allows the FRC to choose a location that is convenient and accessible to the community it serves. Being located in a central or easily reachable area increases the center's visibility and ensures that families can easily access its services. Renting a dedicated space helps create a professional and welcoming environment for clients and staff. A well-maintained facility with appropriate amenities enhances the credibility and reputation of the FRC within the community. Rent typically covers expenses related to infrastructure and utilities, such as electricity, heating, cooling, water, and maintenance. These basic amenities are necessary for the smooth functioning of the center and ensuring a comfortable environment for clients and staff. Renting a space within a commercial or residential area fosters integration and engagement with the local community. The FRC becomes a part of the
Total Services & Supplies			\$ 50,500	

**III. FOOD**

	Event(s):	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Food	11,500	Used to incentivize families to attend classes, activities and workshops. Used for staff meeting and trainings related to the family support initiative.
2			
Total Food		\$ 11,500	

**IV. TRAVEL**

	Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1				
Total Travel			\$ -	

**V. SUBCONTRACTORS**

	Organization Name:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	BVCHD LVN	19,217	LVN for Healthy Steps- going to be through BVCHD- Parent Company-Staff Share
Total Subcontractors		\$ 19,217	

**VI. INDIRECT COSTS**

Percent:	8% Indirect Cost	53,224	
Basis:			
Total Indirect Costs		\$ 53,224	

<b>TOTAL FIRST 5 BUDGET</b>			\$ 719,796
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# ATTACHMENT C

## Campaign Contribution Disclosure

### (SB 1439)

#### DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Commission for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the Commission in a proceeding on the matter for the purpose of influencing the Commission's decision on the matter; or (c) communicates with Commission employees, for the purpose of influencing the Commission's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Commission for purposes of influencing the Commission's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Commission. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: The Mom & Dad Project

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5  
 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: \_\_\_\_\_

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): \_\_\_\_\_

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Bear Valley Community Healthcare District	In-Kind Parent Company * No Voting Power

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
The Mom & Dad Project	None	
BDO	None	

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the Commission.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Commission and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$250, made to any member of the Commission on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

No  If **no**, please skip Question No. 10.

Yes  If **yes**, please continue to complete this form.

10. Name of Commission member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Commission members to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Commission while award of this Contract is being considered and for 12 months after a final decision by the Commission.



## Program Outline Document 2024-2027

### AGENCY INFORMATION

**Contract #:** FS092

**Legal Entity:** The Mom & Dad Project

**Dept./Division:** \_\_\_\_\_

**Project Name:** Big Bear Family Support Center

**Program Site** 41820 Garstin Drive **Client Referral**

**Address:** PO Box 6609 **Phone #** 909-878-2326

Big Bear Lake Ca 92315

### CONTACT INFORMATION

#### SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

**Name:** Megan Meadors **Title:** Executive Director

**Address:** 41820 Garstin Drive **Direct Phone #:** 909-878-2326

PO Box 6609

Big Bear Lake Ca 92315

**E-Mail:** megmeadors@hotmail.com **Fax #:** 909-878-8279

#### CONTRACT REPRESENTATIVE

**Name:** Megan Meadors **Title:** \_\_\_\_\_

**Address:** 41820 Garstin Drive **Direct Phone #:** 909-878-2326

PO Box 6609

Big Bear Lake Ca 92315

**E-Mail:** megmeadors@hotmail.com **Fax #:** 909-878-8279

#### PROGRAM CONTACT

**Name:** Jeff Tunnell **Title:** Program Supervisor

**Address:** 41820 Garstin Drive PO Box 6609 **Direct Phone #:** 909-878-2326

Big Bear Lake Ca 92315

**E-Mail:** megmeadors@hotmail.com **Fax #:** 909-878-8279

#### FISCAL CONTACT

**Name:** Nichole McGivney **Title:** Fiscal Coordinator

**Address:** 41820 Garstin Drive PO Box 6609 **Direct Phone #:** 909-878-2326

Big Bear Lake Ca 92315

909-878-8279

**E-Mail:** megmeadors@hotmail.com **Fax#:** \_\_\_\_\_

#### ADDITIONAL CONTACT (Describe): Program

**Name:** Johanna Weirsbicki **Title:** Healthy Steps Coordinator

**Address:** 41820 Garstin Drive PO Box 6609 **Direct Phone #:** 909-878-2326

Big Bear Lake Ca 92315

**E-Mail**

megmeadors@hotmail.com

**Fax #:**

909-878-8279

**PROGRAM INFORMATION**

**TYPE OF AGENCY**

Private Entity/Institution

**Describe:**

Non Profit

**PROGRAM DESCRIPTION**

**REGION**

Big Bear

**STRATEGIC PRIORITY AREA & OBJECTIVES**

<input type="checkbox"/> <b>Child Health</b>	<input type="checkbox"/> <b>Early Learning</b>	<input checked="" type="checkbox"/> <b>Family Supports</b>
<input type="checkbox"/> Children are screened and connected to appropriate developmental services	<input type="checkbox"/> Quality early learning can be accessed and utilized by families	<input checked="" type="checkbox"/> Families are connected to services that support children’s development and parent/caregiver resiliency
<input type="checkbox"/> Children’s health is promoted through community education about local health issues	<input type="checkbox"/> Early learning providers receive training and supports to provide high quality learning opportunities to children.	<input checked="" type="checkbox"/> Families are connected to resources that support their caregiving skills and social/family engagement.
<input type="checkbox"/> Maternal health is promoted in the county through trainings and education for providers and families	<input type="checkbox"/> School readiness is promoted through increasing access to early literacy supports and materials.	<input checked="" type="checkbox"/> Families and providers are aware of and know how to access existing county resources and supports.
<input type="checkbox"/> Health care providers are aware of and able to connect children and families to existing mental and behavioral supports and services		<input checked="" type="checkbox"/> First 5 San Bernardino partners with agencies throughout the county to promote prevention and early identification of child abuse and neglect

Defined by the Strategic Plan

**ASSIGNED ANALYST:**

Iffat Quazi

**ASSIGNED ACCOUNTANT:**

Wilmar Gultom

**ASSIGNED EVALUATOR:**

TBD

**PROCUREMENT TYPE:**

Competitive

Non-Competitive

Choose an item.

**CONTRACT AMOUNT**

<b>Fiscal Year</b>	<b>Original Amount</b>	<b>Amendment Amount</b>	<b>Total</b>
Choose an item.	\$691,422	\$0	\$691,422
Choose an item.	\$698,824	\$0	\$698,824
Choose an item.	\$719,796	\$0	\$719,796
<b>Total</b>			<b>\$2,110,042</b>

**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 10002590	<b>SC</b>	Dept. 903	<b>A</b>
Organization Children and Families Commission				Contract Number <b>FS093</b>
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706	Contractor's License No.
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				Total Contract Amount <b>\$900,000</b>
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date July 1, 2024	Contract End Date June 30, 2027	Original Amount	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1006513	Amount \$300,000.
Cost Center ,		GL Account ,	Internal Order No.	
Cost Center ,		GL Account ,	Internal Order No.	Amount
Abbreviated Use Family Supports	FY	Estimated Payment Amount	I/D	Total by Fiscal Year FY Amount I/D
	24-25	\$300,000		
	25-26	\$300,000		
	26-27	\$300,000		

THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

Legal Name (hereinafter called the Contractor)

Moses House Ministries

Department/Division

Address

14281 7th Street

Victorville, CA 92395

Phone

(760) 955-1895 ext. 150

Federal ID No.

33-0568537

Program Address (if different from legal address):

**WHEREAS**, the Commission has been authorized by the State of California under Section 130100 -130155 of the Health and Safety Code and Section 30131.2 of the Revenue and Taxation Code, in accordance with the Children and Families Act of 1998, to promote, support and improve the early development of children prenatal through age five, and

**WHEREAS**, the Commission has been authorized by these cited references and by San Bernardino County Code under Sections 12.2901 – 12.2907 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

**WHEREAS**, the Commission desires that such services be provided by Contractor and Contractor agrees to provide the services as set forth in this Contract,

**NOW THEREFORE**, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

Auditor-Controller/Treasurer Tax Collector Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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## I. DEFINITIONS

**Capital Expenses:** Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.

**Direct Costs:** Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

**Full Time Equivalent (FTE):** A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

**Indirect Costs:** Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefiting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities based on a Board approved cost allocation plan.

**Outcome:** The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

**Participant Support:** Budget line item category for items purchased to remove barriers or to provide motivation to participants upon completion of the program. Items purchased should be relative to the program objectives. Gift cards are not an allowable expense.

**Participant Transportation:** Budget line item category for costs involved with transporting participants to needed services and/or appointments.

**Performance Target:** The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a measurable change in the participant of a program.

**Professional Services/Consultants:** Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.

**Program Materials/Supplies:** Budget line item category for items directly related to service delivery such as course curriculum, children's books, journals used by participants, child development toys, etc.

**Program Work Plan:** A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

**Staff Development/Training:** Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

**Staff Mileage/Travel:** Budget line item category for employee mileage and travel costs (including lodging and food) for travel related to the program, based on the current IRS allowable rate.

**Subcontractor:** Agencies contracted by the primary Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.

**Unduplicated Clients:** Clients who are counted as receiving service for the first time.

**Uninsured:** Individuals not covered by health insurance.

**Verification:** Validates that something represented to happen does in fact take place. The verification tools must be approved by the Commission.

## II. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan and Attachment B – Program Budget. Pursuant to Section II, paragraph E, Section III, paragraph AA, and Section VIII, paragraph D of the Contract, Attachment A will be amended to list the specific quantitative targets for the respective year.
- B. Contractor shall coordinate with appropriate agencies to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available. \_\_\_\_\_  
Initial Here
- C. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.
- D. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.
- E. Contractor's Program Work Plan (Attachment A) and other program specific data collection information requested by the Commission will be placed in the Commission's web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the Contractor's Program Work Plan (Attachment A) and the data collection system, the information in the system will take precedence over the Program Work Plan and will be used to evaluate Contractor's performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to the Performance Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section VIII.

## III. CONTRACTOR'S GENERAL RESPONSIBILITIES

### A. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

### B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

### C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

### D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any

increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "Commission Administrative Official" is defined as a member of the Commission or such Administrative Staff.

If during the course of the administration of this Contract, the Commission determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the Commission is entitled to pursue any available legal remedies.

F. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under this Contract without first obtaining written approval from the Commission. Any subcontractor shall be subject to the same provisions as the Contractor. Contractor shall be ultimately responsible for the performance of any subcontractor.

G. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

The Commission shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

H. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five (5) days of the address change. Change of address shall not interrupt service deliverables outlined in Attachment A.

I. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies beyond thirty (30) days and any positions that become vacant during the term of this Contract that may result in reduction of services to be provided under this Contract. Upon notices of vacancies, the Contractor shall apprise Commission of the steps being taken to provide the services without interruption and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the Commission on each periodically required report for the duration of said vacancies and/or problems.

In the event of a problem or potential problem that will severely impact the quality or quantity of service delivery, or the level of performance under this Contract, Contractor will notify the Commission within one (1) working day, in writing and by telephone.

J. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the

Commission of these designees within fifteen (15) days after Contract approval. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two (2) weeks or more or if there is any change in either the primary or alternate contact.

K. Responsiveness

Contractor or a designee must respond to Commission inquiries within five (5) business days.

L. Grievance Policy

Contractor shall provide a system, approved by the Commission, through which participants of services shall have an opportunity to express their views and complaints regarding the delivery of service. Grievance procedure must be posted prominently in English and Spanish at service sites for participants to review.

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

N. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission's Policy 18-01 Non-public Personally Identifiable Information specified at <https://www.sbcounty.gov/uploads/First5/CommissionPolicies/CURRENT-CFC18-01Non-PublicPersonallyIdentifiableInformation.pdf> prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <https://www.sbcounty.gov/uploads/First5/CommissionPolicies/CURRENT-CFC18-01Non-PublicPersonallyIdentifiableInformation.pdf> are hereby incorporated by this reference.
- Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- Contractor shall comply with all applicable provisions of the [Health Insurance Portability and Accountability Act of 1996](#) (HIPAA), as applicable.

O. Child Abuse Reporting

Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

- Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by [Penal Code Sections 11164 et seq.](#) to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them;
- Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any

observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

- Provision of or arrangement of training in child abuse reporting laws ([Penal Code, Sections 11164 et seq.](#)) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

\_\_\_\_\_  
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P. Department of Justice Clearance

Contractor shall obtain from the Department of Justice, records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in [Penal Code Section 11105.3](#). This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

Contractor must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

\_\_\_\_\_  
Initial Here

Q. Conditions of Employment

Contractor shall notify the Commission of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, or intern or volunteer has been arrested and/or convicted for any crime listed in [Penal Code Section 11105.3](#) and shall notify the Commission. In the Commission's discretion, the Commission may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship or volunteer services.

R. Meeting Attendance

Contractor will be required to attend meetings, workshops and training sessions around issues related to Contractor's particular region or directly related to the type of services being provided by Contractor as determined by the Commission. Notifications of such meetings will be provided to Contractor at least ten (10) business days prior to the meeting.

S. Indemnification and Insurance Requirements

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided

by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Commission to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Commission.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Commission's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations, fixed assets and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- g. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

#### T. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations and agrees to pay all fees and other charges required thereby. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

#### U. Health and Safety

Contractor shall comply with all applicable local, state and federal to safety and health ordinances and statutes, including fire clearances, for each site where program services are provided under the terms of the Contract.



V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Attorney's Fees and Costs

Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

X. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the Commission as the funding agency and Contractor as the creator of the publication.

Y. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines

[https://www.sbcounty.gov/uploads/First5/docs/main/media\\_guidelines.pdf](https://www.sbcounty.gov/uploads/First5/docs/main/media_guidelines.pdf).

Z. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this Contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this Contract.

AA. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: [www.first5sanbernardino.org](http://www.first5sanbernardino.org). FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

Report requirements include, but are not limited to, the following and may be subject to change.

▪ Program Reports

Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

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▪ Fiscal Reports

For each calendar month, Contractor shall provide the Commission with a Monthly Fiscal Request for Reimbursement/Invoice within fifteen (15) calendar days from the end of the reporting period.

Contractor shall submit any and all Final/Revised Fiscal Reports by July 31 for the previous fiscal year period or part thereof during the Contract term. All reports submitted by July 31 will be considered final and no additional reports will be accepted after this date.

Contractor will fulfill evaluation and other reporting requirements as mandated by the Commission and the California Children and Families Commission.

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▪ Asset Report

Contractor shall report all assets worth \$500 or more purchased with First 5 funds utilizing tools provided by the Commission for that purpose. The Straight Line method of depreciation will be applied to determine value. Closing Asset reports shall be submitted to the Commission staff no less than thirty (30) days prior to the normal conclusion of a Contract. If the Contract is terminated early under any fiscal provision or due to correction of performance deficiencies, Contractor shall submit the Closing Asset report within ten (10) business days of receiving notice of Contract termination.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

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BB. Pro-Children Act of 1994

Contractor will comply with the Environmental Tobacco Smoke Act, also known as the Pro-Children Act of 1994 (<https://www.ecfr.gov/current/title-48/section-352.237-70>)

CC. Debarment, Suspension, and Other Responsibility Matters

As required by [Executive Order 12549 \[51 Fed. Reg. 6370\]](#) (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters ([45 C.F.R., section 76](#)):

- a. The Contractor certifies that neither it, its principals, nor any potential subcontractors:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at [45 C.F.R. section 76.200](#)) by any federal department or agency;
  - 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
  - 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

- 5) Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

**DD.Environmental Requirements**

The Commission has adopted a recycled product purchasing standards policy ([San Bernardino County Policy 11-08](#)), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the Commission. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the Commission whenever practicable.

**EE. Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the Commission using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Commission within the earlier of: (1) the date of the submission of Contractor's proposal to the Commission, or (2) 12 months before the date this Contract was approved by the Commission. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Commission for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the Commission a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Commission within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

**IV. COMMISSION RESPONSIBILITIES**

- A. Commission shall verify performance results of Contractor according to the Program Work Plan and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.
- B. Commission shall compensate Contractor for approved expenses in accordance with Section V of this Contract.
- C. Commission shall specify all reports and deliverables required from the Contractor.
- D. Commission shall provide technical assistance as deemed necessary.
- E. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within fifteen (15) days of the Contract approval date.

**V. FISCAL PROVISIONS**

**A. Contract Amount**

The maximum amount of reimbursement under this Contract shall not exceed \$900,000 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2024-25	\$ <u>300,000</u>	July 1, 2024 through June 30, 2025
Fiscal Year 2025-26	\$ <u>300,000</u>	July 1, 2025 through June 30, 2026
Fiscal Year 2026-27	\$ <u>300,000</u>	July 1, 2026 through June 30, 2027

## 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.

## 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



## 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:** Moses House Ministries  
14281 7th Street  
Victorville, CA 92395

**Commission:** First 5 San Bernardino  
735 E. Carnegie Drive, Suite 150  
San Bernardino, CA 92408

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- D. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and Commission.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
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- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
- G. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

## X. NONDISCRIMINATION

### A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability



pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

Contractor shall not engage in any unlawful discriminatory practices in providing services, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

**B. Americans with Disabilities Act/Individuals with Disabilities**

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable Commission Staff if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

**C. Employment and Civil Rights**

Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

**1. Equal Employment Opportunity Program**

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of San Bernardino County and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

**2. Civil Rights Compliance**

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.

**D. Sexual Harassment**

Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

**XI. IMPROPER CONSIDERATION**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the Commission in an attempt to secure favorable treatment regarding this Contract.

The Commission, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Commission with respect to this Contract. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a Commission officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the Commission. In the event of a termination under this provision, the Commission is entitled to pursue any available legal remedies.

## **XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

The Commission reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in termination of the Contract. The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in termination of the Contract.

The Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the Commission. "Key employees" do not include clerical personnel providing service at the Contractor's offices or locations.

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continued on next page

**XIII. CONCLUSION**

- A. This Contract, consisting of 21 pages, Attachments A, B and C inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A, B and C are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**CHILDREN AND FAMILIES COMMISSION FOR  
SAN BERNARDINO COUNTY**

**MOSES HOUSE MINISTRIES**  
Legal Entity

▶  
\_\_\_\_\_  
Authorized Signature  
  
Elliot Weinstein M.D.  
\_\_\_\_\_  
Printed Name  
  
Commission Chair  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Dated

▶  
\_\_\_\_\_  
Authorized Signature  
  
Matthew Coughlin  
\_\_\_\_\_  
Printed Name  
  
Executive Director  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Dated

Official Stamp

<p>Reviewed for Processing</p> <p>▶ _____ Cindy Faulkner Assistant Director  _____ Date</p>	<p>Approved as to Legal Form</p> <p>▶ _____ Dawn Martin Commission Counsel  _____ Date</p>	<p>Presented to Commission for Signature</p> <p>▶ _____ Karen E. Scott Executive Director  _____ Date</p>
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<b>Agency Name:</b> Moses House Ministries	<b>Contract #</b> FS093	<b>Service Area:</b> High Desert
<b>Program Name:</b> Family Supports		<b>Period:</b> July 1, 2024 – June 30, 2027

**Expectations** Families are supported through case management services, access to resources, and addressing their basic needs for concrete support. In addition, parenting support is offered to increase parenting competencies to support children ages 0-5 and ensure children are free from abuse and neglect.

**Outcomes** The Family Support program will engage 40 parents/caregivers with children ages 0-5 in Case Management (CM) services, and 20 parents within the CM services will receive group-based parenting support programs, annually.

Objective Goal/Measure	Activity/Description	Activity Dosage/Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
1. Case Management Assistance	<ul style="list-style-type: none"> <li>CM assessment</li> <li>Develop empowerment plans for parents/ caregivers.</li> </ul>	Identify needs, follow up & resolve CM.	Monthly	1. Aggregated count of parents with (language, ethnicity & race) 2. Aggregate count of children with demographics (break down age group 0-3 & 3-5yr, language, ethnicity & race)	Upload data in Excel sheet format with identification of pre & post-Family Stability Plan Assessment progress.
2. Enhance parenting knowledge & skills	Nurturing Families	Ongoing	Monthly	1. Aggregated count of parents with (language, ethnicity & race) 2. Aggregate count of children with demographics (break down age group 0-3 & 3-5yr, language, ethnicity & race)	1. Upload data in Excel sheet format with SDOH identification. 2. Upload data in Excel sheet format with identification of pre & post-empowerment plan progress.
3. Quarterly & Annual Report to F5SB	Enter report into Persimmony	Quarterly & Annual	Quarterly & Annual	N/A	Complete the Quarterly & Annual Narrative Reporting in the Monitoring Section

Data Type: Quantitative & Qualitative	Reporting Period: monthly, quarterly, annually	Due: By the 15 <sup>th</sup> of the following month
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FIRST 5 SAN BERNARDINO  
 PROGRAM BUDGET  
 FISCAL YEAR: 2024-2025

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Supports	<b>PROGRAM DIRECTOR:</b>	Matthew Coughlin	<b>TOTAL BUDGET:</b>	\$ 300,000
<b>INITIATIVE:</b>	Family Supports Initiative	<b>FINANCE OFFICER:</b>	Amanda Baxley	<b>RFP/CONTRACT #:</b>	FS093

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Matthew Coughlin	Executive Director	0.40	36.00	832	19%	29,952	5,691	35,643	89,107	40%	Executive Director oversees program activities and personnel, responsible for program design and modification, reports to First 5, maintains program compliance, monitors all fiscal reporting. Responsible for all sustainability and expansion plans of project including development and maintenance of community partner site relationships.
2	Amanda Baxley	Bookkeeper	0.30	25.00	624	19%	15,600	2,964	18,564	61,880	30%	Bookkeeper maintains financial records, posts receipts and information to binders for review, responsible for fiscal reporting to First 5 through persimmony, responsible for payroll reporting and maintains human resource compliance.
3	Samantha Cruz	Intake/Reception	0.50	20.00	1040	19%	20,800	3,952	24,752	49,504	50%	Intake/ Receptionist is responsible for collecting intake documents for potential participants. Responsible for ensuring participant records are created and maintained in agency database. Responsible for all front-office reception tasks.



FIRST 5 SAN BERNARDINO  
 PROGRAM BUDGET  
 FISCAL YEAR: 2024-2025

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Supports	<b>PROGRAM DIRECTOR:</b>	Matthew Coughlin	<b>TOTAL BUDGET:</b>	\$ 300,000
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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
4	Jamie Wright Case Manager 1	0.50	22.00	1040	19%	22,880	4,347	27,227	54,454	50%	Case Manager 1 is responsible for conducting initial intake and assessment for participants utilizing TCM. Works closely with Parent Facilitators to ensure participants are grouped according to like assessment scores for group sessions. Conducts regular Case Management sessions with participants and develops Family Empowerment Plan. Responsible for all documentation utilized for outcomes and management reporting. Provides referral linkage and tracking for participants.
5	Alma Mendez Case Manager 2	0.50	22.00	1040	19%	22,880	4,347	27,227	54,454	50%	Case Manager 2 is responsible for conducting initial intake and assessment for participants utilizing TCM. Works closely with Parent Facilitators to ensure participants are grouped according to like assessment scores for group sessions. Conducts regular Case Management sessions with participants and develops Family Empowerment Plan. Responsible for all documentation utilized for outcomes and management reporting. Provides referral linkage and tracking for participants.



FIRST 5 SAN BERNARDINO  
 PROGRAM BUDGET  
 FISCAL YEAR: 2024-2025

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Supports	<b>PROGRAM DIRECTOR:</b>	Matthew Coughlin	<b>TOTAL BUDGET:</b>	\$ 300,000
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I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
6	Erin Quezada Parenting Facilitator	0.50	22.00	1040	19%	22,880	4,347	27,227	54,454	50%	Parenting Facilitator leads multiple Parenting Education group sessions for participants, coordinates classes with Childcare Facilitator. Coordinates and prepares printed materials for classes. Is responsible for recruiting, enrolling, and coordinating follow-up and one-on-one sessions as appropriate. Responsible for all documentation utilized for outcomes and management reporting. Purchases and prepares supplies for meals/snacks during group sessions.
7	Laura Delgado Childcare Facilitator	0.50	22.00	1040	19%	22,880	4,347	27,227	54,454	50%	Childcare Facilitator will teach children the same concepts that parents learn in their sessions as provided within the Parenting Education Curriculum for Child Enrichment Sessions. Is responsible for developing and coordinating parent/child interactive activities. Is responsible for conducting ASQ's for children participating in Parenting Education Programs and coordinating with Case Managers for referrals for children with developmental delays. Will be responsible for caring for children while participants receive Case Management sessions.
<b>Total Salaries &amp; Benefits</b>						<b>\$ 157,872</b>	<b>\$ 29,996</b>	<b>\$ 187,868</b>	<b>\$ 418,309</b>		



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2024-2025**

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Supports	<b>PROGRAM DIRECTOR:</b>	Matthew Coughlin	<b>TOTAL BUDGET:</b>	\$ 300,000
<b>INITIATIVE:</b>	Family Supports Initiative	<b>FINANCE OFFICER:</b>	Amanda Baxley	<b>RFP/CONTRACT #:</b>	FS093

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1 Program Materials/ Supplies	1%	2,500	Parenting Education curriculum requires materials for participants, including certificates, facilitator manuals, student manuals and books. Designated for participant materials and classroom supplies. This will cover materials for all Parenting Education Curriculum and Case Management services offered.	
2 Staff Development/ Training	1%	1,500	Staff Development and training is available to ensure staff remain current in areas relevant to their position and this project, including Child Development, Case Management training, facilitator training for cross-training staff as necessary, team development, etc.	
3 Advertisement	1%	1,500	Advertisements for participant recruitment, including event materials, brochures, posters, and other print and marketing materials.	
4 Printing	1%	2,400	In-house and outsourced printing/copying of materials for Parenting Education Programs and Case Management materials and other program related work. Participants compile notebooks of activities and nutritious snacks for home-practice with their children.	
5 Office Supplies	1%	1,500	Costs based on office supplies utilized for Parenting Sessions, Case Management, preparing fiscal required documents for First 5 and supportive services.	
6 Office Equipment	2%	5,200	Office equipment reflects a portion of the lease cost for printer/copier, reflecting percentage of use for Parenting Education, Case Management, and fiscal department for reporting.	





**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2024-2025**

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Supports	<b>PROGRAM DIRECTOR:</b>	Matthew Coughlin	<b>TOTAL BUDGET:</b>	\$ 300,000
<b>INITIATIVE:</b>	Family Supports Initiative	<b>FINANCE OFFICER:</b>	Amanda Baxley	<b>RFP/CONTRACT #:</b>	FS093

7	Rent/Lease Building	11%	33,000	3000 square foot office building will be utilized for Case Management appointments, and Childcare, as well as provide office space for program staff and small group parent engagement sessions. Rent may also include portions for community based partner site agreements as necessary to provide services throughout the community.
8	Utilities	5%	14,975	Utilities include: electricity, gas, water/waste, telephone, internet, and cellular plan for program phones utilized for community-based sessions, home-visits and communication with program participants.
9	Insurance	3%	9,000	Insurance includes: property, umbrella, vehicle, and Directors and Officers, Cyber and Sexual Misconduct insurance.
10	Professional Services	3%	9,280	Professional services include Annual Audit, DOJ fingerprinting, and Payroll processing fees.
Total Services & Supplies			\$ 80,855	

**III. FOOD**

Event(s):	TOTAL F5SB BUDGET (\$)	Description/Justification:
1 Food for Classes/ Sessions	1,500	Parents learn simple, yet healthy snack and meal ideas during parenting programs.
2		
Total Food	\$ 1,500	

**IV. TRAVEL**

Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Employee Mileage/Travel	\$ 2,500	Parenting Facilitators provide community-based Parenting Education groups and Case Managers will offer community-based and home-based
Total Travel		\$ 2,500	

**V. SUBCONTRACTORS**

Organization Name:	TOTAL F5SB BUDGET (\$)	Description/Justification:



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2024-2025**

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Supports	<b>PROGRAM DIRECTOR:</b>	Matthew Coughlin	<b>TOTAL BUDGET:</b>	\$ 300,000
<b>INITIATIVE:</b>	Family Supports Initiative	<b>FINANCE OFFICER:</b>	Amanda Baxley	<b>RFP/CONTRACT #:</b>	FS093
1					
	Total Subcontractors		\$ -		
VI.	INDIRECT COSTS				
	Percent: 10%		27,277		
	Basis:				
	Total Indirect Costs		\$ 27,277.00		
<b>TOTAL FIRST 5 BUDGET</b>			\$ 300,000		



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2025-2026**

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Supports	<b>PROGRAM DIRECTOR:</b>	Matthew Coughlin	<b>TOTAL BUDGET:</b>	\$ 300,000
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**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2025-2026**

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2025-2026
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**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2025-2026**

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Supports	<b>PROGRAM DIRECTOR:</b>	Matthew Coughlin	<b>TOTAL BUDGET:</b>	\$ 300,000
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7	Laura Delgado Childcare Facilitator	0.50	22.00	1040	19%	22,880	4,347	27,227	54,454	50%	Childcare Facilitator will teach children the same concepts that parents learn in their sessions as provided within the Parenting Education Curriculum for Child Enrichment Sessions. Is responsible for developing and coordinating parent/child interactive activities. Is responsible for conducting ASQ's for children participating in Parenting Education Programs and coordinating with Case Managers for referrals for children with developmental delays. Will be responsible for caring for children while participants receive Case Management sessions.
Total Salaries & Benefits						\$ 157,872	\$ 29,996	\$ 187,868	\$ 418,309		



**FIRST 5 SAN BERNARDINO**  
**PROGRAM BUDGET**  
**FISCAL YEAR: 2025-2026**

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Supports	<b>PROGRAM DIRECTOR:</b>	Matthew Coughlin	<b>TOTAL BUDGET:</b>	\$ 300,000
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II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
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2	Staff Development/ Training	1%	1,500	Staff Development and training is available to ensure staff remain current in areas relevant to their position and this project, including Child Development, Case Management training, facilitator training for cross-training staff as necessary, team development, etc.
3	Advertisement	1%	1,500	Advertisements for participant recruitment, including event materials, brochures, posters, and other print and marketing materials.
4	Printing	1%	2,400	In-house and outsourced printing/copying of materials for Parenting Education Programs and Case Management materials and other program related work. Participants compile notebooks of activities and nutritious snacks for home-practice with their children.
5	Office Supplies	1%	1,500	Costs based on office supplies utilized for Parenting Sessions, Case Management, preparing fiscal required documents for First 5 and supportive services.
6	Office Equipment	2%	5,200	Office equipment reflects a portion of the lease cost for printer/copier, reflecting percentage of use for Parenting Education, Case Management, and fiscal department for reporting.



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2025-2026**

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Supports	<b>PROGRAM DIRECTOR:</b>	Matthew Coughlin	<b>TOTAL BUDGET:</b>	\$ 300,000
<b>INITIATIVE:</b>	Family Supports Initiative	<b>FINANCE OFFICER:</b>	Amanda Baxley	<b>RFP/CONTRACT #:</b>	FS093

7	Rent/Lease Building	11%	33,000	3000 square foot office building will be utilized for Case Management appointments, and Childcare, as well as provide office space for program staff and small group parent engagement sessions. Rent may also include portions for community based partner site agreements as necessary to provide services throughout the community.
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9	Insurance	3%	9,000	Insurance includes: property, umbrella, vehicle, and Directors and Officers, Cyber and Sexual Misconduct insurance.
10	Professional Services	3%	9,280	Professional services include Annual Audit, DOJ fingerprinting, and Payroll processing fees.
	Total Services & Supplies		\$ 80,855	

**III. FOOD**

Event(s):	TOTAL F5SB BUDGET (\$)	Description/Justification:
1 Food for Classes/ Sessions	1,500	Parents learn simple, yet healthy snack and meal ideas during parenting programs.
Total Food	\$ 1,500	

**IV. TRAVEL**

Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
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**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2025-2026**

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Supports	<b>PROGRAM DIRECTOR:</b>	Matthew Coughlin	<b>TOTAL BUDGET:</b>	\$ 300,000
<b>INITIATIVE:</b>	Family Supports Initiative	<b>FINANCE OFFICER:</b>	Amanda Baxley	<b>RFP/CONTRACT #:</b>	FS093

1	Employee Mileage/Travel		\$ 2,500	Parenting Facilitators provide community-based Parenting Education groups and Case Managers will offer community-based and home-based follow-up Case Management to participants requiring additional support. Additional mileage provided for other travel requirements of the project including banking, shopping for classes, training, outreach, etc.
	Total Travel		\$ 2,500	
<b>V. SUBCONTRACTORS</b>				
	Organization Name:		<b>TOTAL F5SB BUDGET (\$)</b>	Description/Justification:
1				
	Total Subcontractors		\$ -	
<b>VI. INDIRECT COSTS</b>				
	Percent:	10%	27,277	administrative functions, infrastructure, technology, compliance,
	Basis:			
	Total Indirect Costs		\$ 27,277	
<b>TOTAL FIRST 5 BUDGET</b>			\$ 300,000	





**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2026-2027**

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Supports	<b>PROGRAM DIRECTOR:</b>	Matthew Coughlin	<b>TOTAL BUDGET:</b>	\$ 300,000
<b>INITIATIVE:</b>	Family Supports Initiative	<b>FINANCE OFFICER:</b>	Amanda Baxley	<b>RFP/CONTRACT #:</b>	FS093

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	Name:	Position:										
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2	Amanda Baxley	Bookkeeper	0.30	25.00	624	19%	15,600	2,964	18,564	61,880	30%	Bookkeeper maintains financial records, posts receipts and information to binders for review, responsible for fiscal reporting to First 5 through persimmony, responsible for payroll reporting and maintains human resource compliance.
3	Samantha Cruz	Intake/Reception	0.50	20.00	1040	19%	20,800	3,952	24,752	49,504	50%	Intake/ Receptionist is responsible for collecting intake documents for potential participants. Responsible for ensuring participant records are created and maintained in agency database. Responsible for all front-office reception tasks.
4	Jamie Wright	Case Manager 1	0.50	22.00	1040	19%	22,880	4,347	27,227	54,454	50%	Case Manager 1 is responsible for conducting initial intake and assessment for participants utilizing TCM. Works closely with Parent Facilitators to ensure participants are grouped according to like assessment scores for group sessions. Conducts regular Case Management sessions



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR:**

**2026-2027**

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Supports	<b>PROGRAM DIRECTOR:</b>	Matthew Coughlin	<b>TOTAL BUDGET:</b>	\$ 300,000
<b>INITIATIVE:</b>	Family Supports Initiative	<b>FINANCE OFFICER:</b>	Amanda Baxley	<b>RFP/CONTRACT #:</b>	FS093

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
5	Alma Mendez Case Manager 2	0.50	22.00	1040	19%	22,880	4,347	27,227	54,454	50%	Case Manager 2 is responsible for conducting initial intake and assessment for participants utilizing TCM. Works closely with Parent Facilitators to ensure participants are grouped according to like assessment scores for group sessions. Conducts regular Case Management sessions with participants and develops Family Empowerment Plan. Responsible for all documentation utilized for outcomes and management reporting. Provides referral linkage and tracking for participants.
6	Erin Quezada Parenting Facilitator	0.50	22.00	1040	19%	22,880	4,347	27,227	54,454	50%	Parenting Facilitator leads multiple Parenting Education group sessions for participants, coordinates classes with Childcare Facilitator. Coordinates and prepares printed materials for classes. Is responsible for recruiting, enrolling, and coordinating follow-up and one-on-one sessions as appropriate. Responsible for all documentation utilized for outcomes and management reporting. Purchases and prepares supplies for meals/snacks during group sessions.



FIRST 5 SAN BERNARDINO  
 PROGRAM BUDGET  
 FISCAL YEAR: 2026-2027

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Supports	<b>PROGRAM DIRECTOR:</b>	Matthew Coughlin	<b>TOTAL BUDGET:</b>	\$ 300,000
<b>INITIATIVE:</b>	Family Supports Initiative	<b>FINANCE OFFICER:</b>	Amanda Baxley	<b>RFP/CONTRACT #:</b>	FS093

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
7	Laura Delgado Childcare Facilitator	0.50	22.00	1040	19%	22,880	4,347	27,227	54,454	50%	Childcare Facilitator will teach children the same concepts that parents learn in their sessions as provided within the Parenting Education Curriculum for Child Enrichment Sessions. Is responsible for developing and coordinating parent/child interactive activities. Is responsible for conducting ASQ's for children participating in Parenting Education Programs and coordinating with Case Managers for referrals for children with developmental delays. Will be responsible for caring for children while participants receive Case Management sessions.
Total Salaries & Benefits						\$ 157,872	\$ 29,996	\$ 187,868	\$ 418,309		



FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

FISCAL YEAR: **2026-2027**

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Supports	<b>PROGRAM DIRECTOR:</b>	Matthew Coughlin	<b>TOTAL BUDGET:</b>	\$ 300,000
<b>INITIATIVE:</b>	Family Supports Initiative	<b>FINANCE OFFICER:</b>	Amanda Baxley	<b>RFP/CONTRACT #:</b>	FS093

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Program Materials/ Supplies	1%	2,500	Parenting Education curriculum requires materials for participants, including certificates, facilitator manuals, student manuals and books. Designated for participant materials and classroom supplies. This will cover materials for all Parenting Education Curriculum and Case Management services offered.
2	Staff Development/ Training	1%	1,500	Staff Development and training is available to ensure staff remain current in areas relevant to their position and this project, including Child Development, Case Management training, facilitator training for cross-training staff as necessary, team development, etc.
3	Advertisement	1%	1,500	Advertisements for participant recruitment, including event materials, brochures, posters, and other print and marketing materials.
4	Printing	1%	2,400	In-house and outsourced printing/copying of materials for Parenting Education Programs and Case Management materials and other program related work. Participants compile notebooks of activities and nutritious snacks for home-practice with their children.
5	Office Supplies	1%	1,500	Costs based on office supplies utilized for Parenting Sessions, Case Management, preparing fiscal required documents for First 5 and supportive services.
6	Office Equipment	2%	5,200	Office equipment reflects a portion of the lease cost for printer/copier, reflecting percentage of use for Parenting Education, Case Management, and fiscal department for reporting.



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2026-2027**

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Supports	<b>PROGRAM DIRECTOR:</b>	Matthew Coughlin	<b>TOTAL BUDGET:</b>	\$ 300,000
<b>INITIATIVE:</b>	Family Supports Initiative	<b>FINANCE OFFICER:</b>	Amanda Baxley	<b>RFP/CONTRACT #:</b>	FS093

7	Rent/Lease Building	11%	33,000	3000 square foot office building will be utilized for Case Management appointments, and Childcare, as well as provide office space for program staff and small group parent engagement sessions. Rent may also include portions for community based partner site agreements as necessary to provide services throughout the community.
8	Utilities	5%	14,975	Utilities include: electricity, gas, water/waste, telephone, internet, and cellular plan for program phones utilized for community-based sessions, home-visits and communication with program participants.
9	Insurance	3%	9,000	Insurance includes: property, umbrella, vehicle, and Directors and Officers, Cyber and Sexual Misconduct insurance.
10	Professional Services	3%	9,280	Professional services include Annual Audit, DOJ fingerprinting, and Payroll processing fees.
	<b>Total Services &amp; Supplies</b>		<b>\$ 80,855</b>	

**III. FOOD**

Event(s):	TOTAL F5SB BUDGET (\$)	Description/Justification:
1 Food for Classes/ Sessions	1,500	Parents learn simple, yet healthy snack and meal ideas during parenting programs.
2		
<b>Total Food</b>	<b>\$ 1,500</b>	

**IV. TRAVEL**

Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Employee Mileage/Travel	\$ 2,500.00	Education groups and Case Managers will offer community-based and home-based follow-up Case Management to
<b>Total Travel</b>		<b>\$ 2,500</b>	



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2026-2027**

<b>ORGANIZATION:</b>	Moses House Ministries	<b>DIRECTOR:</b>	Matthew Coughlin	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Supports	<b>PROGRAM DIRECTOR:</b>	Matthew Coughlin	<b>TOTAL BUDGET:</b>	\$ 300,000
<b>INITIATIVE:</b>	Family Supports Initiative	<b>FINANCE OFFICER:</b>	Amanda Baxley	<b>RFP/CONTRACT #:</b>	FS093

<b>V. SUBCONTRACTORS</b>			
	Organization Name:	<b>TOTAL F5SB BUDGET (\$)</b>	Description/Justification:
1			
	Total Subcontractors	\$ -	
<b>VI. INDIRECT COSTS</b>			
	Percent: 10%	27,277	administrative functions, infrastructure, technology, compliance,
	Basis:		
	Total Indirect Costs	\$ 27,277	
<b>TOTAL FIRST 5 BUDGET</b>		\$ 300,000	

# ATTACHMENT C

## Campaign Contribution Disclosure (SB 1439)

### DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Commission for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the Commission in a proceeding on the matter for the purpose of influencing the Commission's decision on the matter; or (c) communicates with Commission employees, for the purpose of influencing the Commission's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Commission for purposes of influencing the Commission's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Commission. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Moses House Ministries
  
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5  
 No
  
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: \_\_\_\_\_
  
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): \_\_\_\_\_
  
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the Commission.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Commission and (2) have a financial interest in the outcome of the decision:



Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the Commission on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

No  If **no**, please skip Question No. 10.

Yes  If **yes**, please continue to complete this form.

10. Name of Commission member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Commission members to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Commission while award of this Contract is being considered and for 12 months after a final decision by the Commission.



# Program Outline Document 2024-2025

## AGENCY INFORMATION

Contract #: FS093

Legal Entity: Moses House Ministries

Dept./Division: \_\_\_\_\_

Project Name: Family Supports

Program Site Address: 14281 7<sup>th</sup> Street  
Victorville, CA 92395

Client Referral Phone #: (760) 955-1895

## CONTACT INFORMATION

### SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Matthew Coughlin Title: Executive Director

Address: 14281 7<sup>th</sup> Street  
Victorville, CA 92395 Direct Phone #: (760) 955-1895 ext. 150

E-Mail: [matt@moseshouse.org](mailto:matt@moseshouse.org) Fax #: \_\_\_\_\_

### CONTRACT REPRESENTATIVE

Name: Matthew Coughlin Title: Executive Director

Address: 14281 7<sup>th</sup> Street  
Victorville, CA 92395 Direct Phone #: (760) 955-1895 ext. 150

E-Mail: [matt@moseshouse.org](mailto:matt@moseshouse.org) Fax #: \_\_\_\_\_

### PROGRAM CONTACT

Name: Matthew Coughlin Title: Executive Director

Address: 14281 7<sup>th</sup> Street  
Victorville, CA 92395 Direct Phone #: (760) 955-1895 ext. 150

E-Mail: [matt@moseshouse.org](mailto:matt@moseshouse.org) Fax #: \_\_\_\_\_

### FISCAL CONTACT

Name: Amanda Baxley Title: Bookkeeper

Address: 14281 7<sup>th</sup> Street  
Victorville, CA 92395 Direct Phone #: (760) 955-1895 ext. 150

E-Mail: [matt@moseshouse.org](mailto:matt@moseshouse.org) Fax#: \_\_\_\_\_

### ADDITIONAL CONTACT (Describe): Program

Name: N/A Title: \_\_\_\_\_

Address: \_\_\_\_\_ Direct Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax #: \_\_\_\_\_

**PROGRAM INFORMATION**

**TYPE OF AGENCY** Community-Based

**Describe:** Non Profit

**PROGRAM DESCRIPTION**

Moses House Ministries will provide family supports to High Desert parents and caregivers with children ages 0-5. Case Management services coupled with group-based parenting support programs will be provided for qualifying participants.

**REGION**  
High Desert

**STRATEGIC PRIORITY AREA & OBJECTIVES**

<input type="checkbox"/> <b>Child Health</b>	<input type="checkbox"/> <b>Early Learning</b>	<input checked="" type="checkbox"/> <b>Family Supports</b>
<input type="checkbox"/> Children are screened and connected to appropriate developmental services	<input type="checkbox"/> Quality early learning can be accessed and utilized by families	<input checked="" type="checkbox"/> Families are connected to services that support children’s development and parent/caregiver resiliency
<input type="checkbox"/> Children’s health is promoted through community education about local health issues	<input type="checkbox"/> Early learning providers receive training and support to provide high quality learning opportunities to children.	<input checked="" type="checkbox"/> Families are connected to resources that support their caregiving skills and social/family engagement.
<input type="checkbox"/> Maternal health is promoted in the county through trainings and education for providers and families	<input type="checkbox"/> School readiness is promoted through increasing access to early literacy support and materials.	<input checked="" type="checkbox"/> Families and providers are aware of and know how to access existing county support and resources.
<input type="checkbox"/> Health care providers are aware of and able to connect children and families to existing mental and behavioral supports and services		<input checked="" type="checkbox"/> First 5 San Bernardino partners with agencies throughout the county to promote prevention and early identification of child abuse and neglect

Defined by the Strategic Plan

**ASSIGNED ANALYST:** Iffat Quazi

**ASSIGNED ACCOUNTANT:** Wilmar Gultom

**ASSIGNED EVALUATOR:** TBD

**PROCUREMENT TYPE:**  Competitive  Non-Competitive  
Choose an item.

**CONTRACT AMOUNT**

Fiscal Year	Original Amount	Amendment Amount	Total
2024-2025	\$300,000	\$0	\$300,000
2025-2026	\$300,000	\$0	\$300,000
2026-2027	\$300,000	\$0	\$300,000
<b>Total</b>			<b>\$900,000</b>

**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 10008595	<b>SC</b>	Dept. 903	<b>A</b>
Organization Children and Families Commission				Contract Number <b>FS094</b>
Commission Representative Cindy Faulkner, Assistant Director				Telephone 909-386-7706
Contractor's License No.				Total Contract Amount <b>\$1,387,435</b>
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date July 1, 2024	Contract End Date June 30, 2027	Original Amount	Amendment Amount
Cost Center 9033009900	GL Account 53003357	Internal Order No. 1006513	Amount \$453,795	
Cost Center	GL Account	Internal Order No.		
Cost Center	GL Account	Internal Order No.	Amount	
Abbreviated Use	FY	Estimated Payment Amount	Total by Fiscal Year FY Amount I/D	
Family Support	24-25	\$453,795		
	25-26	\$461,350		
	26-27	\$472,290		

THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

Legal Name (hereinafter called the Contractor)

Child Care Resource Center, Inc.

Department/Division

Resource and Referral

Address

20001 Prairie Street

Chatsworth, CA 91311

Phone

1-818-717-1010

Federal ID No.

95-3081695

Program Address (if different from legal address):

**WHEREAS**, the Commission has been authorized by the State of California under Section 130100 -130155 of the Health and Safety Code and Section 30131.2 of the Revenue and Taxation Code, in accordance with the Children and Families Act of 1998, to promote, support and improve the early development of children prenatal through age five, and

**WHEREAS**, the Commission has been authorized by these cited references and by San Bernardino County Code under Sections 12.2901 – 12.2907 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

**WHEREAS**, the Commission desires that such services be provided by Contractor and Contractor agrees to provide the services as set forth in this Contract,

**NOW THEREFORE**, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

**Auditor-Controller/Treasurer Tax Collector Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

I.	DEFINITIONS.....	3
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III.	CONTRACTOR'S GENERAL RESPONSIBILITIES .....	4
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## I. DEFINITIONS

**Capital Expenses:** Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.

**Direct Costs:** Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

**Full Time Equivalent (FTE):** A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

**Indirect Costs:** Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefiting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities based on a Board approved cost allocation plan.

**Outcome:** The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

**Participant Support:** Budget line item category for items purchased to remove barriers or to provide motivation to participants upon completion of the program. Items purchased should be relative to the program objectives. Gift cards are not an allowable expense.

**Participant Transportation:** Budget line item category for costs involved with transporting participants to needed services and/or appointments.

**Performance Target:** The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a measurable change in the participant of a program.

**Professional Services/Consultants:** Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.

**Program Materials/Supplies:** Budget line item category for items directly related to service delivery such as course curriculum, children's books, journals used by participants, child development toys, etc.

**Program Work Plan:** A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

**Staff Development/Training:** Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

**Staff Mileage/Travel:** Budget line item category for employee mileage and travel costs (including lodging and food) for travel related to the program, based on the current IRS allowable rate.

**Subcontractor:** Agencies contracted by the primary Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.

**Unduplicated Clients:** Clients who are counted as receiving service for the first time.

**Uninsured:** Individuals not covered by health insurance.

**Verification:** Validates that something represented to happen does in fact take place. The verification tools must be approved by the Commission.

## II. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan and Attachment B – Program Budget. Pursuant to Section II, paragraph E and Section III, paragraph AA and Section VIII, paragraph D of the Contract, Attachment A will be amended to list the specific quantitative targets for the respective year.
- B. Contractor shall coordinate with appropriate agencies to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available. \_\_\_\_\_  
Initial Here
- C. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.
- D. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.
- E. Contractor's Program Work Plan (Attachment A) and other program specific data collection information requested by the Commission will be placed in the Commission's web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the Contractor's Program Work Plan (Attachment A) and the data collection system, the information in the system will take precedence over the Program Work Plan and will be used to evaluate Contractor's performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to the Performance Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section VIII.

## III. CONTRACTOR'S GENERAL RESPONSIBILITIES

### A. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

### B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

### C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

### D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any

increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "Commission Administrative Official" is defined as a member of the Commission or such Administrative Staff.

If during the course of the administration of this Contract, the Commission determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the Commission is entitled to pursue any available legal remedies.

F. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under this Contract without first obtaining written approval from the Commission. Any subcontractor shall be subject to the same provisions as the Contractor. Contractor shall be ultimately responsible for the performance of any subcontractor.

G. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

The Commission shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

H. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five (5) days of the address change. Change of address shall not interrupt service deliverables outlined in Attachment A.

I. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies beyond thirty (30) days and any positions that become vacant during the term of this Contract that may result in reduction of services to be provided under this Contract. Upon notices of vacancies, the Contractor shall apprise Commission of the steps being taken to provide the services without interruption and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the Commission on each periodically required report for the duration of said vacancies and/or problems.

In the event of a problem or potential problem that will severely impact the quality or quantity of service delivery, or the level of performance under this Contract, Contractor will notify the Commission within one (1) working day, in writing and by telephone.

J. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the



Commission of these designees within fifteen (15) days after Contract approval. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two (2) weeks or more or if there is any change in either the primary or alternate contact.

K. Responsiveness

Contractor or a designee must respond to Commission inquiries within five (5) business days.

L. Grievance Policy

Contractor shall provide a system, approved by the Commission, through which participants of services shall have an opportunity to express their views and complaints regarding the delivery of service. Grievance procedure must be posted prominently in English and Spanish at service sites for participants to review.

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

N. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission's Policy 18-01 Non-public Personally Identifiable Information specified at <https://www.sbcounty.gov/uploads/First5/CommissionPolicies/CURRENT-CFC18-01Non-PublicPersonallyIdentifiableInformation.pdf> prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <https://www.sbcounty.gov/uploads/First5/CommissionPolicies/CURRENT-CFC18-01Non-PublicPersonallyIdentifiableInformation.pdf> are hereby incorporated by this reference.
- Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- Contractor shall comply with all applicable provisions of the [Health Insurance Portability and Accountability Act of 1996](#) (HIPAA), as applicable.

O. Child Abuse Reporting

Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

- Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by [Penal Code Sections 11164 et seq.](#) to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them;
- Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any

observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

- Provision of or arrangement of training in child abuse reporting laws ([Penal Code, Sections 11164 et seq.](#)) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

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P. Department of Justice Clearance

Contractor shall obtain from the Department of Justice, records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in [Penal Code Section 11105.3](#). This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

Contractor must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

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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.

#### U. Health and Safety

Contractor shall comply with all applicable local, state and federal to safety and health ordinances and statutes, including fire clearances, for each site where program services are provided under the terms of the Contract.

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Attorney's Fees and Costs

Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

X. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the Commission as the funding agency and Contractor as the creator of the publication.

Y. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines

[https://www.sbcounty.gov/uploads/First5/docs/main/media\\_guidelines.pdf](https://www.sbcounty.gov/uploads/First5/docs/main/media_guidelines.pdf).

Z. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this Contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this Contract.

AA. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: [www.first5sanbernardino.org](http://www.first5sanbernardino.org). FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

Report requirements include, but are not limited to, the following and may be subject to change.

▪ Program Reports

Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

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▪ Fiscal Reports

For each calendar month, Contractor shall provide the Commission with a Monthly Fiscal Request for Reimbursement/Invoice within fifteen (15) calendar days from the end of the reporting period.

Contractor shall submit any and all Final/Revised Fiscal Reports by July 31 for the previous fiscal year period or part thereof during the Contract term. All reports submitted by July 31 will be considered final and no additional reports will be accepted after this date.

Contractor will fulfill evaluation and other reporting requirements as mandated by the Commission and the California Children and Families Commission.

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▪ Asset Report

Contractor shall report all assets worth \$500 or more purchased with First 5 funds utilizing tools provided by the Commission for that purpose. The Straight Line method of depreciation will be applied to determine value. Closing Asset reports shall be submitted to the Commission staff no less than thirty (30) days prior to the normal conclusion of a Contract. If the Contract is terminated early under any fiscal provision or due to correction of performance deficiencies, Contractor shall submit the Closing Asset report within ten (10) business days of receiving notice of Contract termination.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

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BB. Pro-Children Act of 1994

Contractor will comply with the Environmental Tobacco Smoke Act, also known as the Pro-Children Act of 1994 (<https://www.ecfr.gov/current/title-48/section-352.237-70>)

CC. Debarment, Suspension, and Other Responsibility Matters

As required by [Executive Order 12549 \[51 Fed. Reg. 6370\]](#) (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters ([45 C.F.R., section 76](#)):

- a. The Contractor certifies that neither it, its principals, nor any potential subcontractors:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at [45 C.F.R. section 76.200](#)) by any federal department or agency;
  - 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
  - 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

- 5) Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

**DD.Environmental Requirements**

The Commission has adopted a recycled product purchasing standards policy ([San Bernardino County Policy 11-08](#)), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the Commission. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the Commission whenever practicable.

**EE. Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the Commission using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Commission within the earlier of: (1) the date of the submission of Contractor's proposal to the Commission, or (2) 12 months before the date this Contract was approved by the Commission. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Commission for 12 months after the Commission's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the Commission a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Commission within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

**IV. COMMISSION RESPONSIBILITIES**

- A. Commission shall verify performance results of Contractor according to the Program Work Plan and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.
- B. Commission shall compensate Contractor for approved expenses in accordance with Section V of this Contract.
- C. Commission shall specify all reports and deliverables required from the Contractor.
- D. Commission shall provide technical assistance as deemed necessary.
- E. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within fifteen (15) days of the Contract approval date.

**V. FISCAL PROVISIONS**

**A. Contract Amount**

The maximum amount of reimbursement under this Contract shall not exceed \$ 1,387,435 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2024-25	\$ <u>453,795</u>	July 1, 2024 through June 30, 2025
Fiscal Year 2025-26	\$ <u>461,350</u>	July 1, 2025 through June 30, 2026
Fiscal Year 2026-27	\$ <u>472,290</u>	July 1, 2026 through June 30, 2027



## 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.

## E. Supplanting of Funds

In accordance with the Commission's Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source

of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining from finds another revenue source without prior written approval of the Commission.

F. Payment of Taxes

Commission is not liable for the payments of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless Commission would otherwise be liable for the payment of such taxes in the course of its normal business operations.

G. Budget Line Item Changes

A Budget Revision Request may be submitted by the Contractor to the Commission to modify a line or lines of the approved budget. The request must indicate the proposed line item changes, the budget as amended applying the requested changes and a written justification for each requested change. The request cannot result in any alteration or degradation to the program services and performance target as specified in this Contract.

The Executive Director, on behalf of the Commission, has the authority to approve (or deny) the request, provided that the modification does not deviate from the original intent of the contract or increase the total Contract amount. Contractor is limited to two (2) Budget Revision Requests per fiscal year.

The Contractor must submit any Budget Revision Requests to the Commission no later than **February 28th** of the fiscal year. Budget Revision Requests may be submitted in hard copy form with original signatures or electronically in a PDF format. Postmarked envelopes received after **February 28th** will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Variances to the individual line items of Section A: Salaries and Benefits may be allowed if deemed reasonable and does not increase the total budgeted amount of Section A: Salaries and Benefits.

Annual variances of up to 10% of individual line items within Section B: Services and Supplies are allowable provided that the variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Annual variances in excess of 10% of line item cannot be made by the Contractor without prior approval of a Budget Revision Request by the Commission in accordance with Section V, Paragraph G of this Contract.

I. Procurement

Contractor shall procure services or goods required under this Contract on a competitive basis, unless otherwise provided by law, and make selections based on obtaining the best value possible. When a non-competitive procurement is used, a written justification must be maintained and be made available upon request.

J. Fixed Assets

The purchase of any equipment, materials, supplies or property of any kind, including items such as publications and copyrights, which have a single unit cost of \$5000 or more, including tax, and was not included in Contractor's approved budget, shall require the prior written approval of the Executive Director of the Commission. Any such purchase shall directly relate to Contractor's services or activities under the terms of the Contract.

Any item with a single unit cost of \$500 or more, including tax, purchased with funds received under the terms of this Contract must undergo a 3-bid process. Items not fully consumed during the Contract term shall revert to be the property of the Commission, unless otherwise specified by the Commission. The disposition of such equipment or property must be approved by the Executive Director of the Commission upon Contract termination. If the reversion of any asset is demanded and not made to First 5 San Bernardino, the Commission reserves the right to reduce or withhold the value of the asset from any payments due to the Contractor for non-compliance.

Contractor shall maintain insurance against the loss, theft, or damage to any item with a single unit cost of \$500 or more, including tax, purchased with Commission funds for the full replacement value

thereof in accordance with the provisions of Section III, subdivision S (Indemnification and Insurance Requirements).

K. Payor of Last Resort

Contractor shall attain funding through other sources than the Commission to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as MediCal, Healthy Families, federal or state funded programs, personal insurance, etc.), costs relating to services provided to that participant should be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. Written verification shall be provided upon request.

L. Fiscal Record Keeping

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditures.

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**VI. RIGHT TO MONITOR AND AUDIT**

A. Right to Monitor and Audit

The Commission or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to monitor and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation during any auditing or monitoring conducted.

Contractor shall cooperate with Commission in the implementation and evaluation of this Contract and comply with any and all reporting requirements established by Commission.

B. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the Commission, and State representatives for a period of five (5) years after final payment under the Contract or until all pending Commission and State audits are completed, whichever is later. Records, should include, but are not limited to participant files, monthly summary sheets, sign-in sheets, and other primary source documents. Contractor will have available for Commission review, all relevant financial records for the fiscal year being audited including documentation to verify shared costs or costs allocated to various funding sources as well as the basis for which the shared cost was allocated.

Program data shall be retained locally in San Bernardino County and made available upon request or turned over to Commission. If said records are not made available at the scheduled monitoring visit, Contractor may, at Commission's option, be required to reimburse Commission for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the invoiced monthly payment.

C. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of Commission's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

D. Independent Audit Provisions

On an annual basis, Contractor is required to hire an independent licensed Certified Public Accountant (CPA), who shall prepare and file with the Commission, an Independent Auditor's Report for the term of the Contract.

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E. Recovery of Investigation and Audit Costs

Contractor shall reimburse the Commission for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to Contractor.

When additional information (receipts, paperwork, etc.) is requested of the Contractor as a result of any audit or monitoring, Contractor must provide all information requested by the deadline specified by the Commission. A failure to provide the information by the specified deadline, will subject the Contractor to the provisions of Section VII (Correction of Performance Deficiencies and Termination).

## **VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION**

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:
- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
  - Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
  - Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;
  - Withhold funds pending duration of the breach; and/or
  - Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
  - Immediately terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- B. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.
- C. The Executive Director of the Commission is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

## **VIII. TERM**

- A. This Contract is effective as of July 1, 2024 and expires June 30, 2027, 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, 2027 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

## IX. GENERAL PROVISIONS

### A. Notices

When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

**Contractor:** Child Care Resource Center, Inc.  
20001 Prairie Street,  
Chatsworth, CA 91311

**Commission:** First 5 San Bernardino  
735 E. Carnegie Drive, Suite 150  
San Bernardino, CA 92408

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- D. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and Commission.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- Initial Here
- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
- G. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

## X. NONDISCRIMINATION

### A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability

pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

Contractor shall not engage in any unlawful discriminatory practices in providing services, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

**B. Americans with Disabilities Act/Individuals with Disabilities**

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable Commission Staff if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

**C. Employment and Civil Rights**

Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

**1. Equal Employment Opportunity Program**

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of San Bernardino County and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

**2. Civil Rights Compliance**

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.

**D. Sexual Harassment**

Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

**XI. IMPROPER CONSIDERATION**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the Commission in an attempt to secure favorable treatment regarding this Contract.

The Commission, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Commission with respect to this Contract. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a Commission officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the Commission. In the event of a termination under this provision, the Commission is entitled to pursue any available legal remedies.

## **XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

The Commission reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in termination of the Contract. The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in termination of the Contract.

The Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the 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.

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continued on next page

**XIII. CONCLUSION**

- A. This Contract, consisting of 21 pages, Attachments A, B and C inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A, B and C are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**CHILDREN AND FAMILIES COMMISSION FOR  
SAN BERNARDINO COUNTY**

**CHILD CARE RESOURCE CENTER, INC.**  
Legal Entity

▶ \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Elliot Weinstein M.D.  
Printed Name

\_\_\_\_\_  
Commission Chair  
Title

\_\_\_\_\_  
Dated

▶ \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Michael Olenick, Ph.D.  
Printed Name

\_\_\_\_\_  
President & CEO  
Title

\_\_\_\_\_  
Dated

Official Stamp

<p>Reviewed for Processing</p> <p>▶ _____ Cindy Faulkner Assistant Director</p> <p>_____ Date</p>	<p>Approved as to Legal Form</p> <p>▶ _____ Dawn Martin Commission Counsel</p> <p>_____ Date</p>	<p>Presented to Commission for Signature</p> <p>▶ _____ Karen E. Scott Executive Director</p> <p>_____ Date</p>
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<b>Agency Name:</b> Child Care Resource Center, Inc.	<b>Contract #</b> FS094	<b>Service Area:</b> Victor Valley Community College District
<b>Program Name:</b> Family Resource Center		<b>Period:</b> July 1, 2024 – June 30, 2027

<b>Expectations</b>	Family Resource Center (FRC), located in Victor Valley Community College, provides strengths-based, trauma-informed case navigation to families based on their needs and supports parent and caregiver child-rearing skills, social connections, and knowledge through Needs Assessment, basic health screenings (vision, dental, immunization), Parent Cafes, and a parenting program for families with children ages 0-5.
<b>Outcomes</b>	FRC is expected to serve 400 unduplicated families with children ages 0-5 annually through case navigation services.

Objective Goal/Measure	Activity/Description	Activity Dosage/Frequency	Persimmony Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
1. Family engaged in successful case navigation intervention & access to essential resources & build resilience & empowerment.	<ul style="list-style-type: none"> <li>Case Navigation</li> <li>Develop Needs Assessment plans for parents/caregivers.</li> <li>Obtain increased knowledge of resources available &amp; community support.</li> <li>Access to essential resources</li> </ul>	Identify needs & follow up monthly for the first six months.	Monthly	1. Aggregated count of parents (with language, ethnicity & race) 2. Aggregate count of children with demographics (break down age group 0-3 & 3-5yr, language, ethnicity & race)	1. Upload data in Excel sheet format with SDOH identification. 2. Upload data in Excel sheet format with identification of pre & post-Need Assessment progress.
2. Families engaged in Parent-Oriented programs to enhance healthy interpersonal & parenting skills	<ul style="list-style-type: none"> <li>Parent Café</li> <li>Nurturing Father's Program</li> </ul>	Ongoing	Monthly	1. Aggregated count of parents with (language, ethnicity & race) 2. Aggregate count of children with demographics (break down age group 0-3 & 3-5yr, language, ethnicity & race)	1. Upload data in Excel sheet format with identification of parenting curriculum evaluation.
3. Basic health screenings (vision, dental, immunization)	VCC Campus Health services	Ongoing	Quarterly	1. Aggregate count of children with demographics (break down age group 0-3 & 3-5yr, language, ethnicity & race)	1. Upload data in Excel sheet format with identification of linkages outcomes with health screening
4. Complete reports to F5SB	Complete reports in Persimmony	Quarterly & Annually	Quarterly & Annually	N/A	Complete the Quarterly & Annual Narrative Reporting in the Monitoring Section

Data Type: Quantitative & Qualitative
Reporting Period: monthly, quarterly, annually
Due: By the 15 <sup>th</sup> of the following month



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2024-2025**

<b>ORGANIZATION:</b>	Child Care Resource Center, Inc.	<b>DIRECTOR:</b>	Jose A. Ramos, Jr.	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Support Initiative	<b>PROGRAM DIRECTOR:</b>	Eileen Friscia	<b>TOTAL BUDGET:</b>	\$ 453,795
<b>INITIATIVE:</b>	San Bernardino FSI	<b>FINANCE OFFICER:</b>	Aileen Krikorian	<b>RFP/CONTRACT #:</b>	FS094

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION		
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J		
	Name:	Position:											
1	TBD	Early Childhood Education Community Trainer	1.00	31.48	2080	37%	65,476	23,964	89,441	89,441	100%	Develops, coordinates, and facilitates trainings for parents participating in Family Support Initiative. Trains with focus on parent education, child development, and/or health and safety for children and families. Assists parents and the community by providing and information on, and when appropriate referrals to Family Support Case Navigator to support family needs. Attends designated training (as designated by supervisor).	
2	Priscilla Adams	Early Childhood Education Community Trainer	0.50	31.48	1040	37%	32,738	11,982	44,720	89,441	50%	Develops, coordinates, and facilitates trainings for parents participating in Family Support Initiative. Trains with focus on parent education, child development, and/or health and safety for children and families. Assists parents and the community by providing and information on, and when appropriate referrals to Family Support Case Navigator to support family needs. Attends designated training (as designated by supervisor).	
3	Niki VonHundley	Program Manager	0.05	43.84	104	37%	4,559	1,669	6,228	124,561	5%	Supervises staff and monitors work. Provides support to team members. Observes and monitors program activities such as one on one with participants, trainings, story times, etc. Develops relationships with Community Partners effectively to meet the needs of parents, providers, and community. Serves as a member of the department Leadership team to ensure compliance of agency policies and procedures.	
4	Charlene Street	Program Supervisor	0.15	42.68	312	37%	13,316	4,873	18,189	121,260	15%	Supervises staff and monitors work. Provides support to team members. Observes and monitors program activities such as one on one with participants, trainings, story times, etc. Develops relationships with Community Partners effectively to meet the needs of parents, providers, and community. Serves as a member of the department Leadership team to ensure compliance of agency policies and procedures.	
5	Lizbet Meza	GM Bookkeeper	0.25	31.48	520	37%	16,370	5,991	22,361	89,443	25%	Will manage subcontractor MOU payments and reconcile subcontract invoices by collecting receipts and backup necessary in compliance with FSSB reimbursement policies.	
Total Salaries & Benefits									\$ 132,459	\$ 48,480	\$ 180,939	\$ 514,145	



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2024-2025**

<b>ORGANIZATION:</b>	Child Care Resource Center, Inc.	<b>DIRECTOR:</b>	Jose A. Ramos, Jr.	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Support Initiative	<b>PROGRAM DIRECTOR:</b>	Eileen Friscia	<b>TOTAL BUDGET:</b>	\$ 453,795
<b>INITIATIVE:</b>	San Bernardino FSI	<b>FINANCE OFFICER:</b>	Aileen Krikorian	<b>RFP/CONTRACT #:</b>	FS094

II. SERVICES & SUPPLIES					
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1	Supplies	1%	3,300	Office supplies such as, but not limited to paper, Toner, Pens, pencils, and miscellaneous office supplies.	
2	Childcare	2%	10,800	Cost is for childcare during cafes. 24 cafes per year at \$450 cost per café.	
3	Rent	6%	27,919	Rent cost calculated by square footage occupied by each division as a percentage of total occupied square footage.	
Total Services & Supplies			\$ 42,019		
III. FOOD					
	Event(s):		TOTAL F5SB BUDGET (\$)	Description/Justification:	
1	Food for the program		11,667	Cost is for meals provided to participants or attendees of cafes. 24 cafes per year at \$233 cost per café.	
2					
Total Food			\$ 11,667		
IV. TRAVEL					
	Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1	Various	Travel Expenses	3,920	per mile cost. Staff would be traveling to monthly cross office meetings, division trainings.	
Total Travel			\$ 3,920		
V. SUBCONTRACTORS					
	Organization Name:		TOTAL F5SB BUDGET (\$)	Description/Justification:	
1	Victor Valley Community College		190,778	The subcontractor Victor Valley Community College District will be given the amount of \$190,778 per year for 3 years to help implement, deliver and coordinate FRC services out of the college.	
Total Subcontractors			\$ 190,778		



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2024-2025**

<b>ORGANIZATION:</b>	Child Care Resource Center, Inc.	<b>DIRECTOR:</b>	Jose A. Ramos, Jr.	<b>PROGRAM YEAR:</b>	2024-2025
<b>PROGRAM TITLE:</b>	Family Support Initiative	<b>PROGRAM DIRECTOR:</b>	Eileen Friscia	<b>TOTAL BUDGET:</b>	\$ 453,795
<b>INITIATIVE:</b>	San Bernardino FSI	<b>FINANCE OFFICER:</b>	Aileen Krikorian	<b>RFP/CONTRACT #:</b>	FS094

VI. INDIRECT COSTS					
	Percent:	10%	24,472	10% of Modified Total Direct Cost (MTDC) is based on expenses listed excluding rent and subcontract in the MTDC calculation. We charge 10% indirect on the first \$25,000 of subcontract amount in according with 2CFR § 200.68.	
	Basis:				
	Total Indirect Costs		\$ 24,472		
<b>TOTAL FIRST 5 BUDGET</b>			\$ 453,795		



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR:**

**2025-2026**

<b>ORGANIZATION:</b>	Child Care Resource Center, Inc.	<b>DIRECTOR:</b>	Jose A. Ramos, Jr.	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Support Initiative	<b>PROGRAM DIRECTOR:</b>	Eileen Friscia	<b>TOTAL BUDGET:</b>	\$ 461,350
<b>INITIATIVE:</b>	San Bernardino FSI	<b>FINANCE OFFICER:</b>	Aileen Krikorian	<b>RFP/CONTRACT #:</b>	FS094

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name:										
1	TBD Early Childhood Education Community Trainer	1.00	32.99	2080	37%	68,620	25,115	93,735	93,735	100%	Develops, coordinates, and facilitates trainings for parents participating in Family Support Initiative. Trains with focus on parent education, child development, and/or health and safety for children and families. Assists parents and the community by providing and information on, and when appropriate referrals to Family Support Case Navigator to support family needs. Attends designated training (as designated by supervisor).
2	Priscilla Adams Early Childhood Education Community Trainer	0.50	32.99	1040	37%	34,310	12,557	46,867	93,734	50%	Develops, coordinates, and facilitates trainings for parents participating in Family Support Initiative. Trains with focus on parent education, child development, and/or health and safety for children and families. Assists parents and the community by providing and information on, and when appropriate referrals to Family Support Case Navigator to support family needs. Attends designated training (as designated by supervisor).
3	Niki VonHundley Program Manager	0.05	45.95	104	37%	4,779	1,749	6,528	130,560	5%	Supervises staff and monitors work. Provides support to team members. Observes and monitors program activities such as one on one with participants, trainings, story times, etc. Develops relationships with Community Partners effectively to meet the needs of parents, providers, and community. Serves as a member of the department Leadership team to ensure compliance of agency policies and procedures.
4	Charlene Street Program Supervisor	0.15	44.72	312	37%	13,954	5,107	19,061	127,073	15%	Supervises staff and monitors work. Provides support to team members. Observes and monitors program activities such as one on one with participants, trainings, story times, etc. Develops relationships with Community Partners effectively to meet the needs of parents, providers, and community. Serves as a member of the department Leadership team to ensure compliance of agency policies and procedures.
5	Lizbet Meza GM Bookkeeper	0.25	32.99	520	37%	17,155	6,279	23,434	93,736	25%	Will manage subcontractor MOU payments and reconcile subcontract invoices by collecting receipts and backup necessary in compliance with F5SB reimbursement policies.
Total Salaries & Benefits						\$ 138,818	\$ 50,807	\$ 189,625	\$ 538,838		



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2025-2026**

<b>ORGANIZATION:</b>	Child Care Resource Center, Inc.	<b>DIRECTOR:</b>	Jose A. Ramos, Jr.	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Support Initiative	<b>PROGRAM DIRECTOR:</b>	Eileen Friscia	<b>TOTAL BUDGET:</b>	\$ 461,350
<b>INITIATIVE:</b>	San Bernardino FSI	<b>FINANCE OFFICER:</b>	Aileen Krikorian	<b>RFP/CONTRACT #:</b>	FS094

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Supplies	1%	2,500	Office supplies such as, but not limited to paper, Toner, Pens, pencils, and miscellaneous office supplies.
2	Childcare	2%	10,800	Cost is for childcare during cafes. 24 cafes per year at \$450 cost per café.
3	Rent	6%	29,256	Rent cost calculated by square footage occupied by each division as a percentage of total occupied square footage ..
Total Services & Supplies			\$ 42,556	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Food		11,667	Cost is for meals provided to participants or attendees of cafes. 24 cafes per year at \$233 cost per café.
2				
Total Food			\$ 11,667	
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Various	Travel Expenses	3,920	Mileage cost for 1.95 Program FTE traveling 250 miles per month at \$0.67 per mile cost. Staff would be traveling to monthly cross office meetings, division trainings.
Total Travel			\$ 3,920	
V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET (\$)	Description/Justification:



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2025-2026**

<b>ORGANIZATION:</b>	Child Care Resource Center, Inc.	<b>DIRECTOR:</b>	Jose A. Ramos, Jr.	<b>PROGRAM YEAR:</b>	2025-2026
<b>PROGRAM TITLE:</b>	Family Support Initiative	<b>PROGRAM DIRECTOR:</b>	Eileen Friscia	<b>TOTAL BUDGET:</b>	\$ 461,350
<b>INITIATIVE:</b>	San Bernardino FSI	<b>FINANCE OFFICER:</b>	Aileen Krikorian	<b>RFP/CONTRACT #:</b>	FS094

1	Victor Valley Community College	190,778	The subcontractor Victor Valley Community College District will be given the amount of \$190,778 per year for 3 years to help implement, deliver and coordinate FRC services out of the college.
2			
	Total Subcontractors	\$ 190,778	
<b>VI. INDIRECT COSTS</b>			
	Percent: 10%	22,804	10% of Modified Total Direct Cost (MTDC) is based on expenses listed excluding rent and subcontract in the MTDC calculation. We charge 10% indirect on the first \$25,000 of subcontract amount in according with 2CFR § 200.68.
	Basis:		
	Total Indirect Costs	\$ 22,804	
<b>TOTAL FIRST 5 BUDGET</b>		\$ 461,350	



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2026-2027**

<b>ORGANIZATION:</b>	Child Care Resource Center, Inc.	<b>DIRECTOR:</b>	Jose A. Ramos, Jr.	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Support Initiative	<b>PROGRAM DIRECTOR:</b>	Eileen Friscia	<b>TOTAL BUDGET:</b>	\$ 472,290
<b>INITIATIVE:</b>	San Bernardino FSI	<b>FINANCE OFFICER:</b>	Aileen Krikorian	<b>RFP/CONTRACT #:</b>	FS094

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION		
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J		
	Name:	Position:											
1	TBD	Early Childhood Education Community Trainer	1.00	34.50	2080	37%	71,762	26,265	98,027	98,027	100%	Develops, coordinates, and facilitates trainings for parents participating in Family Support Initiative. Trains with focus on parent education, child development, and/or health and safety for children and families. Assists parents and the community by providing and information on, and when appropriate referrals to Family Support Case Navigator to support family needs. Attends designated training (as designated by supervisor).	
2	Priscilla Adams	Early Childhood Education Community Trainer	0.50	34.50	1040	37%	35,881	13,132	49,013	98,026	50%	Develops, coordinates, and facilitates trainings for parents participating in Family Support Initiative. Trains with focus on parent education, child development, and/or health and safety for children and families. Assists parents and the community by providing and information on, and when appropriate referrals to Family Support Case Navigator to support family needs. Attends designated training (as designated by supervisor).	
3	Niki VonHundley	Program Manager	0.05	48.05	104	37%	4,997	1,829	6,826	136,520	5%	Supervises staff and monitors work. Provides support to team members. Observes and monitors program activities such as one on one with participants, trainings, story times, etc. Develops relationships with Community Partners effectively to meet the needs of parents, providers, and community. Serves as a member of the department Leadership team to ensure compliance of agency policies and procedures.	
4	Charlene Street	Program Supervisor	0.15	46.77	312	37%	14,594	5,341	19,935	132,900	15%	Supervises staff and monitors work. Provides support to team members. Observes and monitors program activities such as one on one with participants, trainings, story times, etc. Develops relationships with Community Partners effectively to meet the needs of parents, providers, and community. Serves as a member of the department Leadership team to ensure compliance of agency policies and procedures.	
5	Lizbet Meza	GM Bookkeeper	0.25	34.50	520	37%	17,941	6,566	24,507	98,028	25%	Will manage subcontractor MOU payments and reconcile subcontract invoices by collecting receipts and backup necessary in compliance with F5SB reimbursement policies.	
<b>Total Salaries &amp; Benefits</b>									\$ 145,174	\$ 53,134	\$ 198,308	\$ 563,501	





**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2026-2027**

<b>ORGANIZATION:</b>	Child Care Resource Center, Inc.	<b>DIRECTOR:</b>	Jose A. Ramos, Jr.	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Support Initiative	<b>PROGRAM DIRECTOR:</b>	Eileen Friscia	<b>TOTAL BUDGET:</b>	\$ 472,290
<b>INITIATIVE:</b>	San Bernardino FSI	<b>FINANCE OFFICER:</b>	Aileen Krikorian	<b>RFP/CONTRACT #:</b>	FS094

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Supplies	1%	2,500	Office supplies such as, but not limited to paper, Toner, Pens, pencils, and miscellaneous office supplies.
2	Childcare	2%	10,800	Cost is for childcare during cafes. 24 cafes per year at \$450 cost per café.
3	Rent	6%	30,600	Rent cost calculated by square footage occupied by each division as a percentage of total occupied square footage.
Total Services & Supplies			\$ 43,900	
III. FOOD				
	Event(s):		TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Food		11,667	Cost is for meals provided to participants or attendees of cafes. 24 cafes per year at about \$233 cost per café.
2				
Total Food			\$ 11,667	
IV. TRAVEL				
	Destination:	Purpose:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Various	Travel Expenses	3,920	Mileage cost for 1.95 Program FTE traveling 250 miles per month at \$0.67 per mile cost. Staff would be traveling to monthly cross office meetings, division trainings.
Total Travel			\$ 3,920	
V. SUBCONTRACTORS				
	Organization Name:		TOTAL F5SB BUDGET (\$)	Description/Justification:



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2026-2027**

<b>ORGANIZATION:</b>	Child Care Resource Center, Inc.	<b>DIRECTOR:</b>	Jose A. Ramos, Jr.	<b>PROGRAM YEAR:</b>	2026-2027
<b>PROGRAM TITLE:</b>	Family Support Initiative	<b>PROGRAM DIRECTOR:</b>	Eileen Friscia	<b>TOTAL BUDGET:</b>	\$ 472,290
<b>INITIATIVE:</b>	San Bernardino FSI	<b>FINANCE OFFICER:</b>	Aileen Krikorian	<b>RFP/CONTRACT #:</b>	FS094

1	Victor Valley Community College	190,778	The subcontractor Victor Valley Community College District will be given the amount of \$190,778 per year for 3 years to help implement, deliver and coordinate FRC services out of the college.
2			
	Total Subcontractors	\$ 190,778	
VI.	<b>INDIRECT COSTS</b>		
	Percent: 10%	23,717	10% of Modified Total Direct Cost (MTDC) is based on expenses listed excluding rent and subcontract in the MTDC calculation. We charge 10% indirect on the first \$25,000 of subcontract amount in according with 2CFR § 200.68.
	Basis:		
	Total Indirect Costs	\$ 23,717	
<b>TOTAL FIRST 5 BUDGET</b>		\$ 472,290	



## Program Outline Document 2024-2027

### AGENCY INFORMATION

**Contract #:** FS094

**Legal Entity:** Child Care Resource Center, Inc.

**Dept./Division:** Resource and Referral

**Project Name:** Family Resource Center Network

**Program Site Address:** 15456 W. Sage St Victorville, CA 92392      **Client Referral Phone #** TBD

### CONTACT INFORMATION

#### SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

**Name:** Michael Olenick, Ph.D.      **Title:** President & CEO

**Address:** 20001 Prairie Street, Chatsworth, CA 91311      **Direct Phone #:** 1-818-717-1010

**E-Mail:** molenick@ccrcca.org      **Fax #:** \_\_\_\_\_

#### CONTRACT REPRESENTATIVE

**Name:** Jose Ramos Jr      **Title:** Vice President & Chief Operating Officer

**Address:** 20001 Prairie Street, Chatsworth, CA 91311      **Direct Phone #:** 1-818-717-1060

**E-Mail:** jramos@ccrcca.org      **Fax #:** \_\_\_\_\_

#### PROGRAM CONTACT

**Name:** Niki VonHundley      **Title:** R&R Manager

**Address:** 1111 E. Mill Street, San Bernardino, CA 92408      **Direct Phone #:** 909-384-8034

**E-Mail:** nvonhundley@ccrcca.org      **Fax #:** \_\_\_\_\_

#### FISCAL CONTACT

**Name:** Aileen Krikorian      **Title:** Supervisor Grants Management

**Address:** 20001 Prairie Street, Chatsworth, CA 91311      **Direct Phone #:** 1-818-700-4403

**E-Mail:** akrikorian@ccrcca.org      **Fax#:** \_\_\_\_\_

#### ADDITIONAL CONTACT (Describe): Program

**Name:** James Moses      **Title:** Regional Director

**Address:** 1111 E. Mill Street, San Bernardino, CA 92408      **Direct Phone #:** 909-384-8031

E-Mail jmoses@ccrcca.org

Fax #: \_\_\_\_\_

**PROGRAM INFORMATION**

**TYPE OF AGENCY** Community-Based

**Describe:** Non Profit

**PROGRAM DESCRIPTION:**

CCRC, in partnership with First 5 San Bernardino and Victor Valley College (VVC) will establish a Family Resource Center offering services to families with children 0-5, with a specific focus on VVC students with children 0-5. Services include but are not limited to: Family needs assessment, child developmental screening, case navigation, parent and family engagement/educational activities, father connection groups, and linkages services to community partners.

**REGION:**

Victorville

**STRATEGIC PRIORITY AREA & OBJECTIVES**

<input type="checkbox"/> <b>Child Health</b>	<input type="checkbox"/> <b>Early Learning</b>	<input checked="" type="checkbox"/> <b>Family Supports</b>
<input type="checkbox"/> Children are screened and connected to appropriate developmental services	<input type="checkbox"/> Quality early learning can be accessed and utilized by families	<input checked="" type="checkbox"/> Families are connected to services that support children’s development and parent/caregiver resiliency
<input type="checkbox"/> Children’s health is promoted through community education about local health issues	<input type="checkbox"/> Early learning providers receive training and supports to provide high quality learning opportunities to children.	<input checked="" type="checkbox"/> Families are connected to resources that support their caregiving skills and social/family engagement.
<input type="checkbox"/> Maternal health is promoted in the county through trainings and education for providers and families	<input type="checkbox"/> School readiness is promoted through increasing access to early literacy supports and materials.	<input checked="" type="checkbox"/> Families and providers are aware of and know how to access existing county resources and supports.
<input type="checkbox"/> Early care providers are aware of and able to connect children and families to existing mental and behavioral supports and services		<input checked="" type="checkbox"/> First 5 San Bernardino partners with agencies throughout the county to promote prevention and early identification of child abuse and neglect

Defined by the Strategic Plan

**ASSIGNED ANALYST:** Iffat Quazi

**ASSIGNED ACCOUNTANT:** Wilmar Gultom

**ASSIGNED EVALUATOR:** TBD

**PROCUREMENT TYPE:**

Competitive

Non-Competitive

Choose an item.

**CONTRACT AMOUNT**

<b>Fiscal Year</b>	<b>Original Amount</b>	<b>Amendment Amount</b>	<b>Total</b>
<b>2024-2025</b>	\$453,795	\$0	\$453,795
<b>2025-2026</b>	\$461,350	\$0	\$461,350
<b>2026-2027</b>	\$472,290	\$0	\$472,290
<b>Total</b>			\$1,387,435



**AGENDA ITEM 7**  
**June 5, 2024**

<b>Subject</b>	Budget for 2024-2025 and Five-Year Financial Plan.
<b>Recommendations</b>	Approve Budget for 2024-2025 and updates to the Five-Year Financial Plan. (Presenter: Debora Dickerson-Sims, Chief Financial Officer, 252-4269)
<b>Financial Impact</b>	Anticipated revenue of \$19,248,396 and allocations of \$26,324,432 for budget year 2024-2025.
<b>Background Information</b>	<p>In accordance with the California Children and Families Act of 1998 and County section Code 12.2906, the Children and Families Commission for San Bernardino County, also known as First 5 San Bernardino (F5SB) is required to adopt a budget on an annual basis in support of its Strategic Plan.</p> <p>Under the guidance of the Commission, and in collaboration with the community and agencies that serve children ages 0-5 and their families, F5SB promotes, supports, and enhances the early development of children prenatal to age five. The proposed budget serves as the financial plan for the upcoming program year.</p> <p>Under the Strategic Plan, investment areas are defined as Strategic Priority Areas (SPAs) and funding goals will be directed to each SPA:</p> <ul style="list-style-type: none"><li>• Child Health</li><li>• Quality Early Learning</li><li>• Family Supports</li></ul> <p>The budget amount for contracted programs in the program Strategic Priority Areas is \$17,531,026.</p> <p>The budget supporting Program Services in the amount of \$1,472,190 will continue to enhance participant services and reporting. Resources are allocated for the integration of the supporting database, as well as technical assistance, evaluation, training and other resources for contracted service providers.</p> <p>Community Engagement Support promotes outreach, community education and media support. Resources are allocated for marketing items, educational materials, media campaign, and training for community events. An investment of \$1,635,154 for Community Engagement Support is included in the budget.</p> <p>The overall Operations category for this year’s budget of \$3,006,865 results in an administrative cost of 12.90 percent.</p> <p>F5SB has been awarded \$842,034 from First 5 California and \$739,163 from Quality Counts California for 2024-2025 for the Quality Rating Improvement Systems (QRIS) program. The total budget under the QRIS category which includes a F5SB match is \$2,679,197.</p> <p>Pending Commission approval, the proposed budget for budget year 2024–2025</p>

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with expenditures in the amount of \$26,324,432 and anticipated revenue of \$19,248,396 will become effective July 1, 2024.

Lastly, the proposed and legislatively mandated Five Year Financial Plan is updated to reflect revised amounts. This plan is to be adopted and utilized as a long-term guide to allow Commissioners to determine what type of funds are available to support sustainable levels of multi-year contracts as well as ongoing annual community investments. A fund balance in the amount of \$22 million was set aside in Fiscal Year 2016-2017 and remains in place with a policy outlining parameters on use of these funds. The Commission approved this policy on November 2, 2016.

**Review**

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Dawn Martin, Commission Counsel

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<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>



FY 2024-2025 PROPOSED BUDGET

<b>BUDGET CATEGORY/ DESCRIPTION</b>	<b>FY 2022-2023 ACTUALS</b>	<b>FY 2023-2024 APPROVED BUDGET</b>	<b>FY 2023-2024 ESTIMATED ACTUAL</b>	<b>FY 2024-2025 PROPOSED BUDGET</b>
<b>I. Beginning Fund Balance</b>	\$ 103,548,331	\$ 104,137,967	\$ 105,189,074	\$ 107,168,138
<b>II. Revenue</b>				
Annual Disbursement	\$ 17,308,378	\$ 16,039,849	\$ 15,877,381	\$ 14,930,697
Interest	\$ 1,970,796	\$ 400,000	\$ 3,875,120	\$ 2,583,573
IMPACT (QRIS) State	\$ 927,991	\$ 842,033	\$ 935,582	\$ 842,034
Quality Count CA (QRIS)	\$ 679,635	\$ 699,962	\$ 699,962	\$ 739,163
Home Visiting (CA)	\$ 74,437	\$ 142,929	\$ 100,000	\$ 142,929
CA Dept. of Education (PDG-R)	\$ 119,543			
Other revenues (SMIF, etc)	\$ 839,035	\$ 10,000	\$ 459,043	\$ 10,000
<b>Total Revenue</b>	\$ 21,919,815	\$ 18,134,773	\$ 21,947,088	\$ 19,248,396
<b>III. Expenses</b>				
Program Strategic Priority Area (SPA)	\$ 12,998,463	\$ 17,100,000	\$ 12,188,192	\$ 17,031,026
Systems, Network Building & Community Collaboration		\$ 500,000	\$ 138,705	\$ 500,000
Subtotal for Direct Services	\$ 12,998,463	\$ 17,600,000	\$ 12,326,897	\$ 17,531,026
Program Services Support	\$ 1,311,406	\$ 1,614,861	\$ 1,352,091	\$ 1,472,190
Community Engagement Services Support	\$ 903,386	\$ 1,357,511	\$ 1,314,088	\$ 1,635,154
Operations	\$ 2,511,470	\$ 2,751,690	\$ 2,388,826	\$ 3,006,865
QRIS (IMPT)	\$ 2,554,347	\$ 2,604,516	\$ 2,586,122	\$ 2,679,197
<b>Total Expenses</b>	\$ 20,279,072	\$ 25,928,578	\$ 19,968,024	\$ 26,324,432
<b>Excess of Revenues over (under) Expenses</b>	\$ 1,640,743	\$ (7,793,805)	\$ 1,979,064	\$ (7,076,036)
<b>IV. Ending Fund Balance</b>	\$ 105,189,074	\$ 96,344,162	\$ 107,168,138	\$ 100,092,102

Updated 05/06/2024