







**CHILDREN AND FAMILIES COMMISSION  
for San Bernardino County  
AGENDA: September 13, 2023**

**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	N/A	N/A	N/A	N/A
2	Loma Linda University Children's Hospital - Help Me Grow Inland Empire	Peter Baker Senior Vice President and Administrator  Megan Daly Director HMGIE	N/A	N/A
3	N/A	N/A	N/A	N/A
4	Riverside County Children and Families Commission	Tammi Graham Executive Director	N/A	N/A
5	Health Management Associates, Inc.	Kelly Johnson Chief Administrative Officer	N/A	N/A
6	N/A	N/A	N/A	N/A
7	N/A	N/A	N/A	N/A



## Minutes: Children and Families Commission Meeting

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**Date, time, location** August 2, 2023  
3:36 p.m.  
First 5 San Bernardino Commission Conference Center

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**Pledge of Allegiance** Pledge of Allegiance by Chair Weinstein

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**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.

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**Special Presentation** Reach Out and Read Inland Empire presented by Delesa Barnes, Program Coordinator.

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- Attendees**
- Commissioners**
- Ted Alejandre
  - Diana Alexander
  - Supervisor Baca, Jr.
  - Dr. Gwen Dowdy-Rodgers
  - Joshua Dugas
  - Gary Ovitt
  - Elliot Weinstein, M.D.

- Staff**
- Wendy Lee, Section Manager, Evaluation & Impact
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**Changes to the agenda** None

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**Advisory  
Committee  
Report**

Dr. Gwen Dowdy-Rodgers, Advisory Committee Vice Chair reported the following:

The Advisory members met on July 20 where James Moses was re-elected as Vice-Chair and the committee welcomed four new members. Members also discussed and made recommendations on First 5's outreach efforts for Parent, Family and Community Engagement efforts to help guide First 5's work.

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**Executive  
Director's  
Report**

**NACo Awards and Partnership**

San Bernardino County received a record 160 NACo Achievement Awards for 2023. Although, First 5 San Bernardino (F5SB) is ineligible to be considered for an achievement award on our own, F5SB is included in partnership projects such as with the Department of Public Health's "Smile SBC campaign and was recognized in the health category for the "[Little Teeth, Big Responsibility](#)" campaign, a bilingual (English/Spanish) oral health advertising campaign designed to raise awareness about the importance of and need for proper oral hygiene and twice-yearly dental visits for children five years of age and younger. A second goal of the campaign was to increase traffic to the SmileSBC.org "[Find a Dentist](#)" webpage that connects the public to nearby dentists for care appointments. A noticeable uptick representing 3,000 new users to the website was a direct result of the campaign's impact. F5SB will have a featured piece on this collaboration and award in the August 25<sup>th</sup> edition of the SBC Update where our Commissioners Baca, Jr., and Dugas are mentioned.

**Communications Update**

Some of our scheduled campaigns for this month include:

- A car seat find link, (hosted by the Highway Traffic Safety Administration), run on August 1<sup>st</sup> and on August 9<sup>th</sup>, resources for proper installation of car seats.
- August is National Breastfeeding Month.
- Celebration of International Youth Day is August 12<sup>th</sup>.
- "Kids Safe Summer" tips and resources for parents to ensure children are hydrated, wear sunscreen, use proper fitting helmets for activities and are safe while in and around water.

Posted on our website is information on the CalKIDS program which automatically provides babies born on or after July 1, 2022, a savings account of \$100 to help families begin saving for their child's postsecondary education, whether it be for college or career training. Parents can learn more by visiting our website accessing the registration link.

In our next Milestones newsletter, F5SB will feature our Employee Spotlight, shining brightly on our own Business Support Manager, Kim Browder. Don't miss that edition on 8/22.

Please do not hesitate to contact our office if you have any questions about what's currently being communicated to support our mission in service to children ages 0-5 or what might be on the horizon.

**Imagination Library**

The Imagination Library of California gifts high quality, age-appropriate books every month to children from birth until the child turns five. There is no cost to families and books are available in English or in bilingual English/Spanish.

In October 2022, Governor Newsom signed legislation, made possible by bipartisan legislation for SB 1183 (Grove) to bring Dolly Parton's Imagination Library program to all of California with an expected launch of mid-2023. The budget allocation was \$68 million over five years. The statewide non-profit overseeing the program named CA Imagination and Strong Reader Partnership has a Board but no employees.

On July 28, 2023, several F5's met with staff and consultants from the State Librarian's office to figure out how to implement this. The goal is to get books to all 2 million children aged 0-5 in California. In other states already implementing the Imagination Library, it is reported that an estimated 65% of eligible children are participating, meaning receiving a high-quality, age-appropriate book through direct mail each month. California is the first state to provide a bilingual option where children and their families can select to receive bilingual English/Spanish books for every book.

Information is still not totally clear but it was explained that in order to participate, a County would need to develop a local partnership that included a non-profit agency (and an agency willing to take on 50% of the costs for book delivery for children ages 0-5, naturally, that would be First 5 and reportedly, the contract is entered into with the Dollywood Foundation, not the state librarian.

The cost is \$2.60 for each book which I believe includes the cost of mailing. For San Bernardino County with 200,000 kids in the eligible age range, the cost would be a quite prohibitive \$6,240,000 per year. Even at 50% of the cost F5SB, as well as others on the call, could not afford this investment.

Members shared some ideas on other approaches that could be attainable and that ensure our children don't miss out on any opportunity like concentrating on serving zip codes with the lowest 3<sup>rd</sup> grade reading scores, identifying other partners to help share in the cost such as hospitals/foundations, health plans, offices of education, Cal-Works and exploring libraries and library foundations.

Locally San Bernardino County would like to know how this can be offered to:

- Highly transient families, foster children, and homeless children (maybe establishing a pickup site at Family Resource Centers (FRC's);
- Connecting with other non-profit entities that regularly serve families, whereby they can be encouraged to sign up for the program including CAPS SBC, United Way 2-1-1 and others;
- Engaging in our own library systems with 32 County branch libraries and with SB City's Friends of the Library Foundation, whom F5SB might be able to collaborate with; and
- No evaluation outcomes are expected for F5s and others to contract with the Dollywood Foundation and participate in the Imagination Library Initiative, F5SB would certainly want to know that any investment was making a difference in improving literacy competence for our children as measured routinely in 3<sup>rd</sup> grade.

F5SB is looking closely at other literacy improvement supports in San Bernardino county that have either funded or partnered with such as Footsteps to Brilliance, Reach Out and Read, Raising a Reader, 1,000 Books Before Kindergarten, etc. to ensure F5SB is

aligned with the Countywide Vision - "Vision to Read," and identify any major gaps where F5SB could provide support that is manageable and will make a difference. More information to come over the next year as it is developed.

Ms. Scott informed Commissioner Alejandre that our office did explore a bookmark similar to the one Ms. Barnes had; it is a national model but there is a fidelity issue with Reach Out and Read, so F5SB is looking at different avenues to increase literacy.

Item No.	CONSENT
1	<p>Approve Minutes from July 12, 2023 Commission Meeting.</p> <p>Motion by Commissioner Baca, Jr. and seconded by Commissioner Dugas to approve the Consent Items.</p> <p>Without further comment or objection, motion carried by unanimous vote.</p>
2	<p>Approve the following contract amendments for implementation of Quality Start San Bernardino for Fiscal Year 2023-2024:</p> <ul style="list-style-type: none"> <li>a. San Bernardino County Superintendent of Schools, Amendment A2 for Contract EC038 for \$221,721 resulting in a cumulative total of \$988,575 for administrative services; and</li> <li>b. University Enterprises Corporation/California State University, San Bernardino, Amendment A2 for Contract EC039 for \$401,839 resulting in a cumulative total of \$1,785,994 to enhance higher education opportunities in early care and education and conduct site assessments.</li> </ul> <p>(Presenter: Erika Willhite, Staff Analyst II, 252-4262)</p> <p><b><u>Abstentions</u></b>                      Commissioner Alejandre abstained to Item 2a due to his position as the Superintendent of Schools. Commissioner Dowdy-Rodgers abstained to Item 2a due to her position as a Board member for San Bernardino County Board of Education that serves the San Bernardino County Superintendent of Schools.</p>

Item No.	DISCUSSION
3	<p>Approve SA-23-02 with a one-time allocation in the amount not to exceed \$48,655 for the 2023 the California Association for Mental Health Conference in Ontario, CA.                      (Presenter: Scott McGrath, Deputy Director, Systems and Impact, 252-4259)</p> <p><b><u>Discussion</u></b>                      None</p> <p><b><u>Public Comment</u></b>                      None</p> <p>Motion by Commissioner Alexander and seconded by Commissioner Baca, Jr. to approve Item 3.</p> <p>Without further comment or objection and with no public comments noted, motion carried by unanimous vote.</p>

**Public  
Comment**

None

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**Commissioner  
Roundtable**

Children should be exposed to using their imagination to take them places and to let them realize what's possible, according to Commissioner Alexander, who stated that whatever we can do to encourage children to read should be done. In addition to thanking LuCretia Dowdy and Rudy Hernandez for a wonderful job at National Night Out, Commissioner Dowdy-Rodgers praised First 5 personnel for consistently serving the community despite the intense heat. Commissioner Ovitt thanked First 5 staff for a great job on the literacy campaigns. Chair Weinstein thanked Reach Out and Read for the great job they do and said, children in the poorest population have access to only one to three age-appropriate books, compared to 300 books for the wealthiest population.

The next Commission meeting will be held on the second Wednesday of the month, September 13, at 735 E. Carnegie Drive, Suite 150, San Bernardino.

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**Adjourned**

The meeting adjourned at 4:12 p.m.

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**Next Meeting**

***Wednesday, September 13, 2023  
3:30 p.m.***

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**Attest**

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Elliot Weinstein, M.D., Chair

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Traci L. Homan, Commission Clerk

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**AGENDA ITEM 2**  
**September 13, 2023**

<b>Subject</b>	Contract SI041 with Loma Linda University Children’s Hospital for Help Me Grow Inland Empire initiative.
<b>Recommendations</b>	Approve Contract SI041 with Loma Linda University Children’s Hospital in the amount of \$1,128,762 retroactive to July 1, 2023 for Fiscal Years 2023-2025 for the Help Me Grow Inland Empire initiative. (Presenter: Iffat Quazi, Staff Analyst II, 252-4275)
<b>Financial Impact</b>	\$1,128,762 for FY 2023–2025.
<b>Background Information</b>	<p>Help Me Grow Inland Empire (HMGIE) is an Inland Empire approach between San Bernardino and Riverside County led by Loma Linda University Children’s Hospital (LLUCH) to build a strong, aligned early intervention system to best support children and families. HMGIE promotes the involvement of pediatric primary care practices, early care and education professionals and families and community providers at the grass roots level. The model of HMG reflects a national set of best practices for designing and implementing a system that can optimally meet the needs of young children and families.</p> <p>Early childhood is the most important period of mental and physical development. It is also a time when concerns may arise, and parents and caregivers may wonder if what they observe in their child is typical development. In fact, as many as 25% of children ages 0-5 are at risk for developmental delays. However, when delays are identified and addressed early, it can have a life-changing impact for children and families. Appropriate support in the early years can set children on track to succeed in school and beyond.</p> <p>In August of 2019, the Commission approved contract SI031 with LLUCH to pilot the HMGIE service system. In May 2020, the Commission approved Amendment No. 1 to Contract SI031 with LLUCH to develop goals and strategies to help policymakers and other key stakeholders fill the gaps in support and services using the HMGIE system. Additionally, ensuring that available programs are cultivated to meet the needs of children and their families in San Bernardino. LLUCH has successfully completed development of the HMGIE Strategic Plan and hosted community summits. Furthermore, LLUCH continues to implement strategic plan objectives and build sustainable relationships in support of the HMGIE system.</p> <p>In September 2021, the Commission approved Amendment No. 2 to Contract SI031 to include an updated software solution to replace previous data management structures that were Excel-based, inefficient, and limited in scalability. LLUCH required a care management tool solution to assist with data management and reporting related to daily encounters with families engaged with the Access Center. The new platform enables HMGIE’s Access Center staff to efficiently document client care coordination and run analytics against the data for reporting and quality assurance purposes.</p> <p>Pending Commission approval, LLUCH is poised to implement the HMGIE screening system. Over the next two years, LLUCH plans to recruit as many early child education and clinic sites as possible, to increase the number of children registered for screening. The primary aim is to improve care coordination and provider linkages to community support while providing Access Center parent support services. Additionally, the program aims to enhance the Access Center service delivery model, family, and community outcomes, and become a best practice, Help Me Grow program. LLUCH will ensure that the program adheres to national standards and collaborates regionally, making it a leading model at the state and national level.</p> <p>Furthermore, LLUCH will prioritize three critical program development strategies:</p> <ul style="list-style-type: none"><li>• Embark on a Sustainability &amp; Feasibility Review</li><li>• Conduct robust Marketing &amp; Outreach to Increase Regional Awareness</li></ul>

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- Continue System Building & Regional Integration and Collaboration of Providers, Agencies and Systems

Approval of this item supports the following Strategic Priority Areas in the Commission's 2023-2028 Strategic Plan:

- **Child Health:**
  - Children are screened and connected to appropriate developmental services.
  - Early care providers are aware of and able to connect children and families to existing mental and behavioral supports and services.
- **Family Supports:**
  - Families are connected to services that support children's development and parent/caregiver resiliency.
  - Families and providers are aware of and know how to access existing county resources and supports.
  - 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 20000092	<b>SC</b>	Dept. 903	<b>A</b>
Organization Children and Families Commission				Contract Number <b>SI041</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>\$1,128,762</b>
If not encumbered or revenue contract type, provide reason: _____				
Commodity Code 95200	Contract Start Date July 1, 2023	Contract End Date June 30, 2025	Original Amount	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1000734	Amount \$555,093
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use Help Me Grow Inland Empire Loma Linda University	FY 23-24 24-25	Estimated Payment Amount \$555,093 \$573,669	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)  
 Loma Linda University Children's Hospital  
 Department/Division  
 Ambulatory Services  
 Address  
 11234 Anderson Street, Suite CH 1816  
 Loma Linda, CA 92354  
 Phone  
 (909) 558-4747  
 Federal ID No.  
 33-0565591

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

<b>Auditor-Controller/Treasurer Tax Collector Use Only</b>	
<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. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
- A. Indemnification
    - 1. Contractor shall defend, indemnify and hold Commission, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, employees, and agents.
    - 2. Commission shall indemnify and hold Contractor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of Commission, its officers, employees and agents.
    - 3. In the event that Contractor or Commission is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the Contractor and/or Commission shall indemnify the other to the extent of its comparative fault.
    - 4. The parties' indemnification obligations set forth above are conditioned on the following: (a) the indemnified party must provide the indemnifying party with: (i) prompt written notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; except that the indemnified party may participate in such defense at its own cost; and (iii) all reasonable necessary cooperation at the indemnifying party's expense in defending the claim; and (b) the indemnifying party will not settle any indemnifiable claim without the indemnified party's prior written consent to the extent such settlement requires the indemnified party to admit any liability or pay any amount not reimbursed by the indemnifying party. The parties' indemnification obligations provided herein survive expiration or termination of this Agreement.
  - B. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions, Cyber Liability, General Liability and Professional Liability policies, shall contain additional endorsements naming the Commission and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the 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 2010.1185.
  - C. 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 subcontractor. 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.
  - D. 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.

- E. 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.
- F. 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. The Contractor will make available for inspection in its Office of Risk Management complete certified copies of the policies and endorsements immediately upon request.
- G. 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”. Alternatively, Contractor may satisfy its insurance obligations under section IV.S herein through participation in a program of self-insurance.
- H. 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.
- I. 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 upon prior notice 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.
- J. 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.
- K. 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.
- L. 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.

- 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

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

- f. Reserved

- g. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.
- h. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance, which shall be included under the Commercial General Liability policy required herein, 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

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.

BB. Pro-Children Act of 1994

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

CC. Debarment, Suspension, and Other Responsibility Matters

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

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

EE. Environmental Requirements

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

FF. 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 \$1,128,762 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2023-24	<u>\$ 555,093</u>	July 1, 2023 through June 30, 2024
Fiscal Year 2024-25	<u>\$ 573,669</u>	July 1, 2024 through June 30, 2025

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##### B. Payment Provisions

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

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

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

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

##### C. EFT Payments

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

##### D. Allowable Costs

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

Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the Commission. Contractor agrees Commission may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary

or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

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

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

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

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

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#### E. Supplanting of Funds

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

#### F. Payment of Taxes

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

#### G. Budget Line Item Changes

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

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

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

#### H. Budget Line Item Variance

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

Annual variances of up to 10% of individual line items within Section B: Services and Supplies are allowable provided that the variance shall not result in a change to the total Contract amount or an

increase to the administrative cost allocation of the approved budget. Annual variances in excess of 10% of line item cannot be made by the Contractor without prior approval of a Budget Revision Request by the Commission in accordance with Section V, Paragraph G of this Contract.

I. Procurement

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

J. Fixed Assets

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

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

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

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

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**VI. RIGHT TO MONITOR AND AUDIT**

A. Right to Monitor and Audit

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

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

B. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the Commission, and State representatives for a period

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

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

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E. Recovery of Investigation and Audit Costs

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

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

## VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
- Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
- Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;
- Withhold funds pending duration of the breach; and/or
- Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
- 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 commencing July 1, 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
- 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, 2025 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:** Loma Linda University Children's Hospital  
 11234 Anderson Street, Suite CH 1816  
 Loma Linda, CA 92354

**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 23 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

LOMA LINDA UNIVERSITY CHILDREN'S  
HOSPITAL  
Legal Entity

▶ \_\_\_\_\_  
Authorized Signature

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

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

\_\_\_\_\_  
Dated

▶ \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Peter Baker  
Printed Name

\_\_\_\_\_  
Senior Vice President and Administrator  
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>	Loma Linda University Children’s Hospital	<b>Service Area/s:</b>	Inland Empire
<b>Program Name:</b>	Help Me Grow Inland Empire	<b>Period:</b>	July 1, 2023 – June 30, 2025

<b>Expectations</b>	The primary goal of the HMGIE program in FY 24-25 is to implement the HMGIE system, to recruit Early Child Education & some clinic sites to increase screening, link providers, provide Access Center parent support services, inform care coordination & provider linkages to community supports, & support regional system building. The secondary goal of the program is to improve upon the Access Center service delivery model & family & community outcomes to deliver a best practice, Help Me Grow program, as guided by national standards that assist in HMGIE to be a state & national best model for regional collaboration.
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<b>Outcomes</b>	Over the next two years, HMGIE will register at least 10,000 total new children (with equal populations as possible between SB & Riverside Counties) into HMGIE Portal by FY June 30, 2025, while continuing to serve the children referred to Access Center for a total service delivery goal of serving 15,000 children between San Bernardino & Riverside Counties by the end-of FY June 30, 2025).
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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
1.1 Implementation of the HMGIE Platform to ensure the LLUH EPIC-hosted health system’s screening efforts & community screening efforts are aligned with clear data reporting.	<ul style="list-style-type: none"> <li>Enroll ECE centers providers &amp; home-based care providers onto the HMGIE Platform.</li> <li>Enroll independent pediatric physician practice providers onto the HMGIE Platform.</li> </ul>	Daily, ongoing, & summarized in the dashboard.	Quarterly	Aggregated Count of providers onboard the platform.	Upload HMGIE Quarterly Dashboards Report (Dashboards will be standardized & data fields finalized in July/Aug with both First 5’s approval) See 4.1
1.2 Reach at least 80% of the child population registered & screened for developmental delay, social-emotional developmental delay & SDOH needs. <i>(Population of Children Under 5 in both counties is N=306,243 per 2020 Census)</i>	<ul style="list-style-type: none"> <li>Register &amp; conduct screening for developmental delay, social-emotional developmental delay &amp; SDOH needs for children ages 0-5.</li> <li>Linking children with concerns with appropriate providers on the HMGIE system ensures a developmental safety net.</li> <li>FY 24: At least 5,000 new children have been registered in the portal, or approximately 4.9% of children ages 0-5*</li> <li>FY 25: At least 5,000 new children have been registered in the platform or 9.8% of children ages 0-5*</li> </ul>	Ongoing	Quarterly	Screening Aggregated data count of children (age 0-5)	Upload HMGIE Quarterly Dashboards Report
1.3 Increase system-building & care coordination & standardize referral pathways in the region.	<ul style="list-style-type: none"> <li>Establish referral triage coordination.</li> <li>Create regional referral protocols &amp; bi-directional communication for developmental screening.</li> <li>Identify gaps or duplication between providers.</li> </ul>	Ongoing	Quarterly	N/A	Upload Program Progress Report with the following sections: Accomplishments, Challenges, Identified Gaps in Care Learning/ Advising to First 5’s on partner/provider system issues & collaborations; Feasibility/ Sustainability Discussions

1.4 Through the HMGIE portal secure family access support by connecting families to providers for appropriate interventions & community resources.	<ul style="list-style-type: none"> <li>Refer &amp; connect families to appropriate providers.</li> <li>Refer &amp; connect families to appropriate community resources.</li> <li>Reach HMG National benchmark of measure resourcing trends &amp; report on a 75% baseline of 2022 family success rates at accessing resources for cases of known outcomes.</li> </ul>	Ongoing. Summarized in the dashboard	Quarterly	Access Aggregated data count of Family = Parents on Persimmony	<ul style="list-style-type: none"> <li>Complete the Quarterly Narrative Reporting in the Monitoring Section.</li> <li>Upload HMGIE Quarterly Dashboards Report</li> </ul>
1.5 Embark on a sustainability & feasibility review to continue to evolve the model.	<ul style="list-style-type: none"> <li>Investigate the needs of the health system &amp; other county partners.</li> <li>Study the scale, cost, &amp; service projections &amp; inform subscription or partner investment models for sustainability with the First 5 consultants.</li> </ul>	Ongoing	Quarterly	N/A	Upload HMGIE Quarterly Dashboards Report
2.1 Build on Access Center operations to create a regional “best practice” model of navigational support & system of care for families.	<ul style="list-style-type: none"> <li>Define &amp; outline the unique expertise of the HMGIE Access Center</li> <li>Provide developmental education &amp; screening results.</li> <li>Refine the model with clear expectations with providers to streamline referral, resources &amp; close-loop communication through the HMGIE Platform.</li> </ul>	Ongoing. Summarized in the dashboard.	Quarterly	N/A	Upload HMGIE Quarterly Dashboards Report
2.2 Increase the number of referrals or calls to the Access Center. <i>(Baseline of 2,458 unique children in the calendar year 2022 &amp; determine a screening-to-referral ratio for future modeling).</i>	<ul style="list-style-type: none"> <li>Track new referrals per day/month for data trending to determine the percentage of completed screenings that result in referrals to Access Center.</li> <li>Maintain Access Center phone line &amp; website.</li> </ul>	Ongoing services provided to families Mon-Fri, 8 am-5 pm, summarized in dashboard.	Quarterly	Access Aggregated count of children (age 0-5)	Upload HMGIE Quarterly Dashboards Report
3.1 To raise awareness of HMGIE.	<ul style="list-style-type: none"> <li>Design &amp; implement an effective regional, advertising &amp; social media campaign.</li> <li>Provide HMGIE marketing materials to the F5SB on resource, parent education &amp; outreach.</li> <li>Engagement on social media with HMGIE developmental screening information.</li> </ul>	Ongoing	Semi-Annually	N/A	Upload HMGIE Quarterly Dashboards Report
3.2 Community Outreach	<ul style="list-style-type: none"> <li>Provide community outreach &amp; networking with “HMGIE comes to you.”</li> </ul>	Developmental screening education/in-services at 6/month.	Quarterly	N/A	Upload Written Program Progress Report
4.1 Achieve the First 5 approval of dashboard & data fields reports by August 15 <sup>th</sup> , 2023, for FY 24 & August, 15 <sup>th</sup> 2024 for FY 25	<ul style="list-style-type: none"> <li>Utilize &amp; streamline data to guide system implementation.</li> </ul>	Ongoing	Quarterly	N/A	Upload HMGIE Quarterly Dashboards Report

<p>4.2 Standardize the HMGIE data reporting &amp; ensure timely submission of the HMG National Fidelity Report.</p>	<ul style="list-style-type: none"> <li>• Provide the First 5 standardized quarterly &amp; annual data reports with a data definition methodology that reports aggregate population registered, demographics (based on Fidelity report), &amp; screening data.</li> <li>• Track activity by sites using HMGIE &amp; provide data governance/advising to First 5 on attributing to partners.</li> <li>• Submission of the HMG National Fidelity Report.</li> </ul>	Ongoing	Annually	N/A	<ul style="list-style-type: none"> <li>• Upload Digital Annual Report by September 15<sup>th</sup> of every fiscal year.</li> <li>• Final Dashboards of the Full Fiscal Year published by August 15<sup>th</sup>.</li> <li>• HMG National Reports data due: March – 12 month of Calendar Year; August – 6 month “mini”</li> <li>• Complete the Annual Narrative Reporting in the Monitoring Section</li> </ul>
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Agency Rep Name:		Data Type:	Quantitative & qualitative		
Agency Signature:		Reporting Period:	Quarterly, Semi-annually & Annually	Due: By the 15 <sup>th</sup> of the following month	
Date Signed		Fiscal Year:	2023-2025		



FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR:

2023-2024 (FY24)

<b>ORGANIZATION:</b>	Loma Linda University Children's Hospital	<b>DIRECTOR:</b>	Brett Walls, Assistant Vice President Ambulatory	<b>PROGRAM YEAR:</b>	2023-2024 (FY24)
<b>PROGRAM TITLE:</b>	Help Me Grow Inland Empire	<b>PROGRAM DIRECTOR:</b>	Megan Daly, Director HMGIE	<b>TOTAL BUDGET:</b>	555,093
<b>INITIATIVE:</b>	First 5: Children's Health/Whole Child	<b>FINANCE OFFICER:</b>		<b>RFP/CONTRACT #:</b>	51041

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
	Name: Position:										
1	SALARIES & BENEFITS HMGIE Physician Lead- Provider Outreach & Service Delivery	0.13	197.00	260	35%	51,220	17,927	69,147	553,176	13%	HMGIE Physician lead; works in collaboration to grow program. Provides pediatric expertise on HMGIE platform development, services, and care coordination. Primary liaison to clinic providers and for screening advocacy at local/state/national levels.
2	SALARIES & BENEFITS Assistant Vice President Ambulatory Care (LLUCH)	0.05	111.60	104	35%	11,606	4,062	15,669	313,373	5%	Senior Assistant Vice President over the program; works in collaboration with the physician and Director, assists with strategic planning for growth, development/sustainability, finance management, and program implementation to goal.
3	SALARIES & BENEFITS HMGIE Director	0.50	87.05	1040	35%	90,532	31,686	122,218	244,436	50%	Reports to AVP and directs full HMGIE program, day-to-day operations, and contract implementation: budget, accounting, personnel, audits, outcomes, platform implementation, reporting, data, and program enhancement and modeling for sustainability.
4	SALARIES & BENEFITS Program Manager	0.50	50.00	1040	35%	52,000	18,200	70,200	140,400	50%	Reports to Director: responsible for engagement, onboarding, and mentoring long-term site adoption of the HMGIE platform. Provides outreach, education, training, workflow mentoring, platform go-live, long-term adoption & reporting for all community sites.
5	SALARIES & BENEFITS Sr. Coordinator Access Center	0.50	32.53	1040	35%	33,891	11,841	45,732	91,344	50%	Reports to Director: Responsible for productive, efficient Access Center workflows: Manages referral assignments to team, oversees call center productivity, ensures center performance goals.
6	SALARIES & BENEFITS Program Coordinator	0.50	30.94	1040	35%	32,178	11,262	43,440	86,880	50%	Reports to Director: responsible for engagement, onboarding, and mentoring long-term site adoption of the HMGIE platform. Provides education, training, workflow mentoring, platform go-live, long-term adoption and reporting for clinics and provider sites.
7	SALARIES & BENEFITS Program Coordinator	0.50	31.72	1040	35%	32,989	11,546	44,535	89,070	50%	Reports to Director: Provides parent and user support for any calls to the Access Center regarding the platform and parent portal; acts as liaison to Information Services Team and manages platform troubleshooting/update projects.
8	SALARIES & BENEFITS Program Coordinator	0.50	28.73	1040	35%	29,879	10,458	40,337	80,674	50%	Reports to Director: Provides parent and user support for any calls to the Access Center regarding the platform and parent portal; acts as liaison to Information Services Team and manages platform troubleshooting/update projects.
<b>Total Salaries &amp; Benefits</b>						\$ 334,235	\$ 116,982	\$ 451,218	\$ 1,599,353		



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET 2023-2024 (FY24)  
FISCAL YEAR:**

<b>ORGANIZATION:</b>	Loma Linda University Children's Hospital	<b>DIRECTOR:</b>	Brett Walls, Assistant Vice President Ambulatory	<b>PROGRAM YEAR:</b>	2023-2024 (FY24)
<b>PROGRAM TITLE:</b>	Help Me Grow Inland Empire	<b>PROGRAM DIRECTOR:</b>	Megan Daly, Director HMGIE	<b>TOTAL BUDGET:</b>	555,093
<b>INITIATIVE:</b>	First 5: Children's Health/Whole Child	<b>FINANCE OFFICER:</b>	0	<b>RFP/CONTRACT #:</b>	SI041

II. SERVICES & SUPPLIES				
Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1 Printing	0%	\$ 2,500	Printing costs of program materials and promotional give-away items: parent informing materials provided to ECE and clinic sites and items given at public events.	
2 Office Supplies	0%	\$ 500	Basic office supplies to support team day-to-day work: desk supplies, computer supplies, and small office supply ordering needs.	
3 Office Equipment	1%	\$ 3,000	Cost of the Access Center call system per user/per month and the lease of computers per month from LLUH IS department.	
4 Rent/Lease/Building	2%	\$ 10,662	Full office suite rent for normal business hours. Rent increase this year to reflect growing team full use of suite in FY 24-25.	
5 Utilities	1%	\$ 4,250	Utilities directly associated with HMGIE office (gas, electric, cleaning)	
6 IT/Software/Hardware	5%	\$ 25,000	Software costs: Cost of HMGE Platform annual fees (website applications, EPIC Care Link) and Cost of Brookes licensing/user agreement for developmental surveys sent via the platform.	
7 Professional Services (Marketing/Outreach)	1%	\$ 5,000	HMGIE outreach to families and digital advertising regionally; parent and provider social media posts , annual report layout; Summit advertising.	
<b>Total Services &amp; Supplies</b>		<b>\$ 50,912</b>		

III. FOOD			
Event(s):		TOTAL F5SB BUDGET	Description/Justification:
1			
<b>Total Food</b>		<b>\$ -</b>	

IV. TRAVEL			
Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:
1 Local	Employee Travel/Mileage	2,500	Reimbursement for employee use of personal vehicle to attend HMGIE or First 5 related meetings.
<b>Total Travel</b>		<b>2,500</b>	



**FIRST 5 SAN BERNARDINO**  
**PROGRAM BUDGET**  
**FISCAL YEAR: 2024-2025 (FY25)**

<b>ORGANIZATION:</b>	Loma Linda University Children's Hospital	<b>DIRECTOR:</b>	Brett Walls, Assistant Vice President Ambulatory	<b>PROGRAM YEAR:</b>	2024-2025 (FY25)
<b>PROGRAM TITLE:</b>	Help Me Grow Inland Empire	<b>PROGRAM DIRECTOR:</b>	Megan Daly, Director HMGIE	<b>TOTAL BUDGET:</b>	573,669
<b>INITIATIVE:</b>	First 5: Children's Health/Whole Child	<b>FINANCE OFFICER:</b>		<b>RFP/CONTRACT #:</b>	5041

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:										
1	SALARIES & BENEFITS HMGIE Physician Lead- Provider Outreach & Service Delivery	0.13	197.00	260	35%	51,220	17,927	69,147	553,176	13%	HMGIE Physician lead; works in collaboration to grow program. Provides pediatric expertise on HMGIE platform development, services, and care coordination. Primary liaison to clinic providers and for screening advocacy at local/state/national levels.
2	SALARIES & BENEFITS Assistant Vice President Ambulatory Care (LNUCH)	0.05	117.18	104	35%	12,187	4,265	16,452	329,041	5%	Senior Assistant Vice President over the program; works in collaboration with the physician and Director, assists with strategic planning for growth, development/sustainability, finance management, and program implementation to goal.
3	SALARIES & BENEFITS HMGIE Director	0.50	91.40	1040	35%	95,056	33,270	128,326	256,651	50%	Reports to AVP and directs full HMGIE program, day-to-day operations, and contract implementation: budget, accounting, personnel, audits, outcomes, platform implementation, reporting, data, and program enhancement and modeling for sustainability.
4	SALARIES & BENEFITS Program Manager	0.50	52.50	1040	35%	54,600	19,110	73,710	147,420	50%	Reports to Director: responsible for engagement, onboarding, and mentoring long-term site adoption of the HMGIE platform. Provides outreach, education, training, workflow mentoring, platform go-live, long-term adoption & reporting for all community sites.
5	SALARIES & BENEFITS Sr. Coordinator Access Center	0.50	34.16	1040	35%	35,526	12,434	47,961	95,921	50%	Reports to Director: Responsible for productive, efficient Access Center workflows: Manages referral assignments to team, oversees call center productivity, ensures center performance goals.
6	SALARIES & BENEFITS Program Coordinator	0.50	32.49	1040	35%	33,790	11,826	45,616	91,232	50%	Reports to Director: responsible for engagement, onboarding, and mentoring long-term site adoption of the HMGIE platform. Provides education, training, workflow mentoring, platform go-live, long-term adoption and reporting for clinics and provider sites.
7	SALARIES & BENEFITS Program Coordinator	0.50	31.72	1040	35%	32,989	11,546	44,535	89,070	50%	Reports to Director: Provides parent and user support for any calls to the Access Center regarding the platform and parent portal; acts as liaison to Information Services Team and manages platform troubleshooting/update projects.
8	SALARIES & BENEFITS Program Coordinator	0.50	30.17	1040	35%	31,377	10,982	42,359	84,717	50%	Reports to Director: Provides parent and user support for any calls to the Access Center regarding the platform and parent portal; acts as liaison to Information Services Team and manages platform troubleshooting/update projects.
<b>Total Salaries &amp; Benefits</b>						<b>\$ 346,744</b>	<b>\$ 121,361</b>	<b>\$ 468,105</b>	<b>\$ 1,647,229</b>		



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

<b>ORGANIZATION:</b> Loma Linda University Children's Hospital		<b>DIRECTOR:</b> Brett Walls, Assistant Vice President Ambulatory		<b>PROGRAM YEAR:</b> 2024-2025 (FY25)	
<b>PROGRAM TITLE:</b> Help Me Grow Inland Empire		<b>PROGRAM DIRECTOR:</b> Megan Daly, Director HMGE		<b>TOTAL BUDGET:</b> 573,669	
<b>INITIATIVE:</b> First 5: Children's Health/Whole Child		<b>FINANCE OFFICER:</b> 0		<b>RFP/CONTRACT #:</b> SI041	
<b>II. SERVICES &amp; SUPPLIES</b>					
Expense:		% of Allocation:	TOTAL FSSB BUDGET (\$)	Description/Justification:	
1	Printing	0%	\$ 2,500	Printing costs of program materials and promotional give-away items: parent informing materials provided to ECE and clinic sites and items given at public events.	
2	Office Supplies	0%	\$ 500	Basic office supplies to support team day-to-day work: desk supplies, computer supplies, and small office supply ordering needs.	
3	Office Equipment	1%	\$ 3,000	Cost of the Access Center call system per user/per month and the lease of computers per month from LLUH IS department.	
4	Rent/Lease/Building	2%	\$ 10,662	Full office suite rent for normal business hours. Rent increase this year to reflect growing team full use of suite in FY 24-25.	
5	Utilities	1%	\$ 4,250	Utilities directly associated with HMGE office (gas, electric, cleaning)	
6	IT/Software/Hardware	4%	\$ 25,000	Software costs: Cost of HMGE Platform annual fees (website applications, EPIC Care Link) and Cost of Brookes licensing/user agreement for developmental surveys sent via the platform.	
7	Professional Services (Marketing/Outreach)	1%	\$ 5,000	HMGE outreach to families and digital advertising regionally; parent and provider social media posts; annual report layout; Summit advertising.	
Total Services & Supplies			\$ 50,912		
<b>III. FOOD</b>					
Event(s):		TOTAL FSSB BUDGET	Description/Justification:		
1					
Total Food		\$ -			
<b>IV. TRAVEL</b>					
Destination:		Purpose:		TOTAL FSSB BUDGET	Description/Justification:
1	Employee Mileage/Travel	0%	\$ 2,500	Reimbursement for employee use of personal vehicle to attend HMGE or First 5 related meetings.	
Total Travel			\$ 2,500		
<b>V. SUBCONTRACTORS</b>					
Organization Name:		TOTAL FSSB BUDGET	Description/Justification:		
1					
Total Subcontractors		\$ -			
<b>VI. INDIRECT COSTS</b>					
Percent:	10%	52,152			
Basis:					
Total Indirect Costs		\$ 52,152			
<b>TOTAL FIRST 5 BUDGET</b>			\$ 573,669		



# 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 members of the Commission or Commission employees for purposes of influencing the Commission's decision in a matter.

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

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

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

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

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

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

1. Name of Contractor: Loma Linda University Children's Hospital

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

\_\_\_\_\_

3. Name of agent of Contractor:

Company Name	Agent(s)

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact

5. 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):

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

Yes

No

7. Name of any known individuals/companies who are not listed in Questions 1-5, 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

8. 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. 1-7?

No  If **no**, please skip Question No. 9 and sign and date this form.

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

9. 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. 1-7 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 2023-2025

**AGENCY INFORMATION**

**Contract #:** SI041

**Legal Entity:** Loma Linda University Children’s Hospital

**Dept./Division:** Ambulatory Services

**Project Name:** Help me Grow Inland Empire

**Program Site Address:** 11234 Anderson Street, Suite CH 1816  
Loma Linda, CA 92354      **Client Referral Phone #:** (909) 558-7496

**CONTACT INFORMATION**

**SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE**

**Name:** Peter Baker      **Title:** Senior Vice President and Administrator

**Address:** 11234 Anderson Street, Suite CH 1816  
Loma Linda, CA 92354      **Direct Phone #:** (909) 558-4747

**E- Mail:** [jpbaker@llu.edu](mailto:jpbaker@llu.edu)      **Fax #:** (909) 558-0223

**CONTRACT REPRESENTATIVE**

**Name:** Brett Walls      **Title:** Assistant Vice President

**Address:** 11234 Anderson Street, Suite CH 1816  
Loma Linda, CA 92354      **Direct Phone #:** (909) 558-7496

**E- Mail:** [bwalls@llu.edu](mailto:bwalls@llu.edu)      **Fax #:** (909) 558-0223

**PROGRAM CONTACT**

**Name:** Megan Daly, MHA      **Title:** Director

**Address:** 11215 Mountain View Plaza, Suite 179  
Loma Linda, CA 92354      **Direct Phone #:** (951) 833-0319

**E- Mail:** [mdaly@llu.edu](mailto:mdaly@llu.edu)      **Fax #:** (909) 558-0223

**FISCAL CONTACT**

**Name:** Aleta Savage      **Title:** Executive Director Pre-Post Award

**Address:** 24887 Taylor Street, Suite 202  
Loma Linda, CA 92354      **Direct Phone #:** (909) 558-4589

**E-Mail:** [rapostaward@llu.edu](mailto:rapostaward@llu.edu)      **Fax #:** (909) 558-0199

**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:** Non Profit

**PROGRAM DESCRIPTION**

Help Me Grow Inland Empire is a cross-county approach to build a strong, aligned early intervention system to best support children and families. The primary goal of HMGIE program in FY 24-25 is to implement the HMGIE platform and to recruit as many Early Child Education and clinic sites as possible over three years with aggressive targets of children registered to increase screening, link providers, provide Access Center parent support services, and to inform care coordination and provider linkages to community supports, and support regional system building.

The secondary goal of the program is to improve upon the Access Center service delivery model and family and community outcomes to deliver a best practice, best-in-class Help Me Grow program, guided by national standards that assists in HMGIE being a state and national best model for regional collaboration.

**REGION**  
Inland Empire  
San Bernardino County

**STRATEGIC PRIORITY AREA & OBJECTIVES**

<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 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 type="checkbox"/> Families are connected to resources that support their caregiving skills and social/family engagement.
<input type="checkbox"/> Maternal health is promoted in the county through trainings and education for providers and families	<input type="checkbox"/> School readiness is promoted through increasing access to early literacy supports and materials.	<input checked="" type="checkbox"/> Families and providers are aware of and know how to access existing county resources and supports.
<input checked="" type="checkbox"/> Early care providers are aware of and able to connect children and families to existing mental and behavioral supports and services		<input checked="" type="checkbox"/> First 5 San Bernardino partners with agencies throughout the county to promote prevention and early identification of child abuse and neglect

**ASSIGNED ANALYST:** Iffat Quazi

**ASSIGNED ACCOUNTANT:** Hope Loewenstein

**ASSIGNED EVALUATOR:** Ray Salamat

**PROCUREMENT TYPE:**

Competitive

Non-Competitive Selected

**CONTRACT AMOUNT**

<b>Fiscal Year</b>	<b>Original Amount</b>	<b>Amendment Amount</b>	<b>Total</b>
<b>2023-2024</b>	\$555,093		\$555,093
<b>2024-2025</b>	\$573,669		\$573,669
<b>Total</b>			<b>\$1,128,762</b>



**AGENDA ITEM 3**  
**September 13, 2023**

<b>Subject</b>	Subrecipient Monitoring Policy for Federal Grant Awards.
<b>Recommendations</b>	Approve Subrecipient Monitoring Policy 23-01 for Federal Grant Awards (Presenter: Peiyong Yang, Section Manager, Accountant III, (909) 252-4278)
<b>Financial Impact</b>	None
<b>Background Information</b>	<p>On December 7, 2022, the annual audit was presented to the Commission during a required public hearing. The auditing firm EideBailly conducted an additional single audit of the First 5 San Bernardino (F5SB) Commission encapsulating all fiscal activity including receipt of federal funding by the Commission for Fiscal Year 2021-2022. The audit resulted in a finding related to the absence of a written policy in accordance with Title 2 Code of Federal Regulations section 200.302(b)(7) of the Uniform Guidance requiring all non-federal entities establish written procedures to implement the requirements for determining the allowability of costs in accordance with Subpart E-Cost Principles and the conditions of the Federal Award.</p> <p>To cure the finding, F5SB Staff recommends the adoption of the Subrecipient Monitoring Policy for Federal grants to bring the Commission in compliance.</p> <p>Pending Commission approval, these policies set forth standards for monitoring subrecipients for Federal grants and will be implemented immediately upon approval.</p>
<b>Review</b>	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>



Number	23-01
Effective	9-13-2023
Page	<u>1</u> of <u>2</u>
Approved:	
<hr/> <b>Dr. Elliot Weinstein, Chair</b>	

**SUBRECIPIENT MONITORING POLICY FOR FEDERAL AWARDS**

<p><b>PURPOSE</b></p>	<p>Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (“Uniform Guidance”), specifically §200.332, requires pass-through entities to evaluate each subrecipient's risk of noncompliance in order to determine the appropriate monitoring level, monitor the activities of subrecipient organizations to ensure that the subaward is in compliance with applicable Federal statutes and regulations and terms of the subaward, and verify that subrecipients are audited as required by Subpart F of the Uniform Guidance.</p>
<p><b>POLICY STATEMENT</b></p>	<p>First 5 San Bernardino, as a recipient of Federal Awards, is responsible for monitoring the programmatic and financial activities of its subrecipients to ensure proper stewardship of funds. The following policy applies to all subawards issued under sponsored programs. This policy addresses institutional responsibilities and assists Program and Fiscal Staff to ensure that, in addition to achieving performance goals, subrecipients comply with applicable federal laws and regulations and with the provisions of each subaward agreement.</p> <p>Procedures have been created to implement the policy and are intended for use by Program and Fiscal Staff Administrators at First 5 San Bernardino to define their respective roles and responsibilities for subrecipient monitoring.</p>
<p><b>ACCOUNTABILITY</b></p>	<p>It is the responsibility of First 5 San Bernardino, as the pass-through entity, to ensure the good stewardship of all funding.</p> <p>Failure to adhere to these Federal regulations in connection with a specific subrecipient monitoring may result in the withholding of new awards and could result in the reputational damage to First 5 San Bernardino.</p> <p>Additional consequences for non-compliance include possible individual discipline for failure to follow applicable First 5 San Bernardino policies and requirements.</p>
<p><b>DEFINITIONS</b></p>	<p><u>Contractor (Vendor)</u>          Organization that provides goods and services within normal business operations. Contractors (vendors) provide similar goods and services to many different purchasers, operate in a competitive environment, and provide goods or services that are ancillary to the operation of the sponsored program.</p> <p><u>Federal Audit Clearinghouse</u>          Division of the Office of Management and Budget (OMB) that collects information on Single Audit (formerly A-133) results.</p> <p><u>Pass-through entity</u>          Non-federal entity that provides a federal award to a subrecipient to carry out a federal program; sometimes referred to as the “prime” or “lead” organization.</p>



**DEFINITIONS**

Recipient

Non-federal entity that receives a Federal Award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients.

Subaward

Enforceable agreement, issued under a prime sponsored project, between a pass-through entity and a subrecipient for the performance of a substantive portion of the program; these terms do NOT apply to the procurement of goods or services from a contractor (vendor).

Subrecipient (subcontractor or sub awardee)

Organization eligible to receive a financial award. A subrecipient's performance is measured against whether the objectives of the sponsored program are met; subrecipients have responsibility for programmatic decision-making and for adherence to applicable program compliance responsibilities. Subrecipients are responsible for performing a substantive portion of the program, as opposed to providing goods and services.

Uniform Guidance

OMB publication entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (2 CFR 200).



**AGENDA ITEM 4**  
**September 13, 2023**

<b>Subject</b>	First 5 California IMPACT Legacy Agreements with First 5 Riverside.
<b>Recommendations</b>	<ol style="list-style-type: none"><li>1. Approve the following Agreements with Riverside County Children and Families Commission:<ol style="list-style-type: none"><li>a. Agreement No. CF24130 for the provision of services in the amount of \$1,684,067 retroactive to August 1, 2023, for Fiscal Years 2023-2025, awarded through First 5 California for the IMPACT Legacy RFA to support Quality Start San Bernardino.</li><li>b. Agreement No. CF24134 for Professional Services for \$196,000 retroactive to August 1, 2023, for Fiscal Years 2023-2025 to support the Quality Start San Bernardino data system through the Region 9 Hub for the First 5 California IMPACT Legacy Initiative.</li></ol></li><li>2. Authorize the Executive Director to execute Agreement Nos. CF24130 and CF24134 with Riverside County Children and Families Commission subject to any non-substantive changes and review by County Counsel. (Presenter: Erika Willhite, Staff Analyst II, 252-4262)</li></ol>
<b>Financial Impact</b>	Revenue of \$1,880,067 for 2023-2025.
<b>Background Information</b>	<p>In July of 2020, First 5 San Bernardino (F5SB) was awarded the Quality Counts California (QCC) Local Consortia and Partnerships Grants which represents a unified application process and funding for First 5 California (F5CA) IMPACT 2020, the California Department of Education (CDE) QCC California State Preschool Program (CSPP), the CDE QCC Block Grant and the federal Preschool Development Grant Birth through Five Renewal (PDG-R). This unified Request for Applications (RFA) supports lead agencies, as part of a local or multi-county consortium, to administer quality improvement supports to early learning and care (ELC) programs under the QCC framework. Applicants were required to develop a single, unified, plan to implement QCC and support a broad spectrum of providers in a mixed delivery system.</p> <p>As a result of QCC and IMPACT 2020 funding Quality Start San Bernardino (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 QRIS system.</li><li>• Operational leads implemented process improvements to the QSSB system, refined the data collection system, and implemented a communications plan.</li><li>• Developed an entry/enrollment process outlined by Steering Committee members and placed 209 participating sites in the QSSB system.</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>F5CA announced the release of the IMPACT Legacy RFA in May of 2023. IMPACT Legacy is a comprehensive, statewide effort to enhance the quality of ELC environments, with a focus on addressing the needs of the whole child, including health, child development, and family strengthening. Implementation for IMPACT Legacy will take place primarily at the county level, with some fiscal, training, infrastructure standards, and data reporting activities at the regional level.</p> <p>First 5 Riverside will serve as the fiscal lead to receive the IMPACT Legacy grant award on behalf of the regional Hub, which consists of San Bernardino, Riverside, Orange, and Imperial counties, and local county lead agencies and will distribute funds via sub-contract/grant to the Hub and counties.</p>

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The IMPACT Legacy funding will allow Quality Start San Bernardino (QSSB) to meet the goals and objectives of this grant including:

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

With input from the QSSB Operating Partners and Steering Committee, F5SB submitted the IMPACT Legacy local county application on June 11, 2023. First 5 Riverside was notified that the regional grant award was signed by F5CA with an effective date of August 1, 2023.

Commission approval will authorize the receipt of \$1,880,067 grant funds and provide such additional revenue for Fiscal Years 2023-2025 to support QSSB and the Early Learning and Care system for San Bernardino County through approval of these two agreements with First 5 Riverside. Additionally, the Director is authorized to execute these agreements subject to any non-substantive changes and approval by County Counsel.

Approval of this item supports the following Strategic Priority Areas in the Commission's 2023-2028 Strategic Plan:

- **Early Learning:**
  - Quality early learning can be accessed and utilized by families.
  - Early learning providers receive training and supports to provide high quality learning opportunities to children.
- **Family Supports:**
  - Families are connected to services that support children's development and parent/caregiver resiliency.
  - Families and providers are aware of and know how to access existing county resources and supports.

**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>

**CONTRACT FOR PROFESSIONAL SERVICES**  
**Contract No. CF24134**

Riverside County Children and Families Commission  
on behalf of the Region 9 Administrative HUB  
and  
Children and Families Commission for San Bernardino County

This Contract for Professional Services is made and entered into by and between the Riverside County Children and Families Commission ("RCCFC") aka First 5 Riverside County, on behalf of the Region 9 Administrative HUB, hereinafter referred to as "REGION 9 HUB," and Children and Families Commission for San Bernardino County hereinafter referred to as "CONTRACTOR". The parties hereto mutually agree as provided herein, including Exhibits "A and B" attached hereto and incorporated herein by reference.

1. **PROJECT:** CONTRACTOR shall perform services for RCCFC on behalf of the REGION 9 HUB as stated in Exhibits A and B and incorporated into this contract. CONTRACTOR shall perform these services in a complete, skillful, and professional manner. CONTRACTOR shall not provide any services which shall cause RCCFC to incur additional costs beyond those stated in this Contract without the proper advance written consent of RCCFC.
2. **TIME FOR PERFORMANCE:** The project shall begin on **August 1, 2023**, and shall be completed on or before **June 30, 2025**, or at such other time as is mutually agreed upon in writing by RCCFC and CONTRACTOR as provided herein.
3. **COMPENSATION:** The total amount of compensation to be paid to CONTRACTOR for the services to be provided pursuant to this contract (including any and all costs incurred by CONTRACTOR) shall not exceed **ONE HUNDRED NINETY-SIX THOUSAND DOLLARS (\$196,000)** for this contract.
4. **FUNDING ALLOCATION:** First 5 California IMPACT Legacy Grant Award Notice for Grant Agreement Number (GAN) LEGACY 2023-09 funds shall be expended only for the purposes expressed in RCCFC's approved application and may be used only to supplement existing levels of service. CONTRACTOR understands and agrees that HUB funds must not supplant existing local, state, or federal funding; only supplemental costs may be charged. No monies from the First 5 accounts shall be used to supplant state or local general funds money for any purpose.

It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the project, this Contract shall be of no further force and effect. In this event, RCCFC shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this project, RCCFC shall have the option to either cancel this Contract with no liability occurring to RCCFC or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

4. **TERMINATION:** This contract may be terminated by CONTRACTOR or RCCFC, for no cause, with thirty (30) days written notice to the other party, as provided herein. In addition, it is mutually agreed and understood that the obligation of RCCFC is limited and contingent upon the availability of IMPACT Legacy funding under the Grant Award Notice for Grant Agreement Number (GAN) LEGACY 2023-09 funds for payment to CONTRACTOR; and that this contract may be immediately terminated by RCCFC if funds are no longer available. In the event RCCFC abandons or postpones the project, or terminates the project for lack of funds, then RCCFC shall make payment for all services provided by CONTRACTOR to the date of written notice of termination.
5. **LICENSES: COMPLIANCE WITH LAWS:** CONTRACTOR, including its employees and agents, shall maintain all licenses required by law or regulation while performing services under this contract. CONTRACTOR shall at all times comply with all laws and regulations applicable to the services provided pursuant to this contract.
6. **CONFIDENTIALITY:** CONTRACTOR shall maintain the confidentiality of information, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any individual person and which shall be used only for carrying out the obligation of CONTRACTOR under this contract. CONTRACTOR shall not disclose any information, except as specifically permitted by this contract. CONTRACTOR shall observe all Federal, State, County and RCCFC regulations concerning confidentiality of records.
7. **CONFLICT OF INTEREST:** The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
8. **WORK PRODUCT:** All reports, preliminary findings or data assembled or compiled by CONTRACTOR under this Agreement shall become the property of RCCFC. RCCFC reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without the prior, written authorization from the RCCFC.
9. **ADMINISTRATION:** The Executive Director of RCCFC (or designee) shall administer this contract on behalf of RCCFC.
10. **RECORDS AND REPORTS:** Contractor shall maintain accurate and complete financial and performance records for a minimum of two (2) years from the date of final payment under this contract, or until any relative County, State, and/or Federal audits of which Contractor is made aware of are completed, whichever is later, and shall maintain such records locally, to be made available for inspection by Contractor upon reasonable request.
11. **INSURANCE:** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Contract. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONTRACTOR shall furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such

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

- 4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
  - 5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
  - 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
  - 7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
  - 8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.
12. **INDEPENDENT CONTRACTOR:** CONTRACTOR and its employees and agents shall act at all times in an independent capacity with regard to performance of services rendered pursuant to this contract; and CONTRACTOR shall not act as, shall not be, and shall not in any manner be construed to be, agents, officers or employees of RCCFC and/or of the County of Riverside. There shall be no employer-employee relationship between RCCFC and CONTRACTOR, or between the County of Riverside and CONTRACTOR, and CONTRACTOR and its employees and agents shall not be entitled to any benefits payable to the RCCFC employees. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR's behalf and for CONTRACTOR's employees, including but not limited

to all federal and state income taxes and withholdings. RCCFC shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify RCCFC, and/or County of Riverside against any and all claims that may be made against RCCFC, and/or County of Riverside based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and CONTRACTOR shall indemnify RCCFC for any and all federal or state withholding or retirement payments which RCCFC may be required to make pursuant to federal or state law.

13. **INDEMNIFICATION AND HOLD HARMLESS:** CONTRACTOR shall indemnify and hold harmless RCCFC, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives (individually and collectively hereinafter referred to as "Indemnitees" or "COUNTY") from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

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

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

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

- A. Where CONTRACTOR is a public entity, as defined by applicable law, the Commission and CONTRACTOR, to the extent that liability may be imposed on the Commission by the provisions of Government Code Section 895.2, shall be liable for their own acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the Commission or CONTRACTOR, their employees or representatives, performance or



omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the Commission and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause their insurers to do likewise.

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

14. **NONDISCRIMINATION**: The CONTRACTOR shall not discriminate in the provision of its services, recruiting, hiring, promotion, demotion or termination practices on the basis of ethnic group identification, race, religious creed, color, ancestry, national origin, sexual preference, sex, marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action.
15. **NOTICES**: All correspondence and notices required or produced by this contract shall be delivered to the respective parties at the addresses set forth below, and are deemed submitted one (1) day after their deposit in the United States mail, postage prepaid:

**CONTRACTOR**  
First 5 San Bernardino  
Karen E. Scott, Executive Director  
735 E. Carnegie Drive, Suite 150  
San Bernardino, CA 92408

**RCCFC**  
First 5 Riverside County  
Tammi Graham, Executive Director  
585 Technology Court  
Riverside, California 92507

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

16. **GOVERNING LAW AND VENUE**: This contract is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted. The provisions of the Government Claims Act (Government Code section 900, et seq.) must be followed first for any disputes under this contract.
17. **ASSIGNMENT**: Neither this contract nor any part thereof shall be assigned by CONTRACTOR without the prior written consent of RCCFC.
18. **WAIVER**: Any waiver by RCCFC of any one or more of the terms of this contract shall not be construed to be a waiver of any subsequent breach of the same or of any other term of this contract.
19. **ALTERATION AND/OR AMENDMENT**: No alteration or variation in the terms of this contract shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein by specific reference shall be

binding on the parties. The terms contained in this contract shall represent the entire contract between the parties with respect to the services to be provided by CONTRACTOR.

20. **SEVERABILITY**: In the event any provision in this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
21. **DISALLOWANCE**: In the event CONTRACTOR receives payment for services under this contract which are later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to RCCFC upon written request. RCCFC retains the option to offset the amount disallowed from any payment due to CONTRACTOR under this contract, or under any other contract or agreement between CONTRACTOR and RCCFC.
22. **CERTIFICATION OF AUTHORITY TO EXECUTE CONTRACT**: CONTRACTOR certifies that the individual signing below has authority to execute this contract on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this contract, including Exhibits A and B.

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

San Bernardino County Children and Families Commission

Riverside County Children and Families Commission

By: \_\_\_\_\_  
Karen E. Scott, Executive Director

By: \_\_\_\_\_  
Tammi Graham, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Lynn M. Stephens, Executive Assistant IV

Date: \_\_\_\_\_

Approved as to Form Signature:

By: \_\_\_\_\_  
Kristine Bell-Valdez, Supervising Deputy County Counsel

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICE**

First 5 San Bernardino  
August 1, 2023 - June 30, 2025

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

### **BACKGROUND**

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

IMPACT Legacy will build upon these prior investments in QCC and expand the breadth and depth of serving priority populations identified in this RFA. IMPACT Legacy is a comprehensive, statewide effort to enhance the quality of early learning and care (ELC) environments, with a focus on addressing the needs of the whole child, including health, child development, and family strengthening. Implementation for IMPACT Legacy will take place primarily at the county level, with some fiscal, training, infrastructure standards, and data reporting activities at the regional level. IMPACT Legacy is designed to strengthen and advance the ELC system and engage programs and early educators in Quality Counts California (QCC), the state's quality improvement system. IMPACT Legacy aligns with funding from the California Department of Education (CDE) and the California Department of Social Services (CDSS) Block Grants, including ongoing policy collaboration with CDE, CDSS, and other partners. As the state's system is refined and functions shift toward sustainability, IMPACT Legacy fosters a sound infrastructure to leverage other funding sources and take QCC into the future.

### **PROJECT**

CONTRACTOR understands and agrees that Region 9 Hub Funds will be used to assist CONTRACTOR in developing and refining cost-effective, efficient, and impactful resources and systems that address local needs and priorities while developing shared efficiencies. The vision is that all children 0-5 in Region 9 counties thrive in high-quality early learning programs. CONTRACTOR shall provide the following services:

## EXHIBIT A (CONTINUED)

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

**EXHIBIT B  
PAYMENT PROVISIONS**

CONTRACTOR shall be compensated for services rendered pursuant to this contract as follows. Total payments shall not exceed **ONE HUNDRED NINETY-SIX THOUSAND DOLLARS (\$196,000)** for this contract.

- A. **Fee:** RCCFC shall reimburse CONTRACTOR, upon submission by CONTRACTOR of an acceptable invoice for actual expenses incurred under the terms of this contract and approved according to First 5 California IMPACT Legacy Grant Award Notice for Grant Agreement Number (GAN) LEGACY 2023-09.
- B. Payment shall be due to CONTRACTOR within thirty (30) days from RCCFC receiving payment from First 5 California to issue approved payment to the CONTRACTOR.
  - 1. Payment shall be made in accordance with satisfactory completion of the Milestones and upon receipt of an acceptable invoice to include:
    - a. Contractor’s name, address, contract number, an assigned invoice number, supporting documentation (if applicable), and payment amount due.
  - 2. CONTRACTOR shall submit invoices to the Riverside County Children and Families Commission, Accounts Payable, 585 Technology Court, Riverside, CA 92507 or via email to [RCCFC-accountspayable@RIVCO.ORG](mailto:RCCFC-accountspayable@RIVCO.ORG).

Details	Rate	Period	Total
VerticalChange: Up to 50 Administrator user accounts	\$3,750 per month	12 months	\$45,000
VerticalChange Site user accounts: Up to 500 Sites	\$2,500 per month	12 months	\$30,000
Premium Support: 420 hours (35 hours per month)	\$4,375 per month	12 months	\$52,500
Development: 240 hours (20 hours per month)	\$3,500 per month	12 months	\$42,000
<b>Not to Exceed</b>			<b>\$169,500</b>



**AGENDA ITEM 5**  
**September 13, 2023**

<b>Subject</b>	Contract IC053 with Health Management Associates, Inc.
<b>Recommendation</b>	Approve Contract IC053 with Health Management Associates, Inc. in the amount of \$143,870 for September 13, 2023 through March 31, 2024 to provide an assessment of current pediatric health conditions and synthesizing available Medi-Cal, public health, and other data to inform identification of gaps and barriers in access to care. (Presenter: Ronnie Robinson, Section Manager: Systems & Communication, 252-4255)
<b>Financial Impact</b>	\$143,870 for 2023-24.
<b>Background Information</b>	<p>Health Management Associates, Inc (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 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.</p> <p>The mission of HMA is to improve the health and well-being of individuals and communities by making publicly funded healthcare, and the social services that support healthcare, more accessible, equitable, and effective.</p> <p>HMA has successfully tackled a wide variety of healthcare issues, working directly with federal, state, and local government agencies, health systems, health plans, providers, foundations, investors, community organizations, and associations to effect change. HMA has successfully supported multiple First 5 county commissions throughout California.</p> <p>HMA seeks to develop a strategy that advances the following objectives:</p> <ul style="list-style-type: none"><li>• Increase rates of engagement in prevention and early intervention services aligned with the American Academy of Pediatricians Bright Futures Guidelines.</li><li>• Assess and address barriers to care, particularly given challenges in remote or isolated communities in San Bernardino.</li><li>• Identify how barriers to care are leading to disparities in outcomes for underserved communities as defined by race, ethnicity, geography and other factors.</li><li>• Promote connection to the child’s health home and engagement with ongoing care management.</li><li>• Maximize the revenue recovery from Medi-Cal system for all eligible services.</li></ul> <p>This work will result in a prioritized set of recommended strategies for First 5 San Bernardino (F5SB) intended to impact and improve the quality of pediatric care for Medi-Cal beneficiaries that includes a high-level plan for implementation. Pending</p>

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Commission approval, HMA will assist F5SB in developing a comprehensive strategy to improve the quality of pediatric care in San Bernardino County.

Approval of this item supports the following Strategic Priority Areas in the Commission's 2023-2028 Strategic Plan:

- **Child Health:**
  - Children are screened and connected to appropriate developmental services.
  - Maternal health is promoted in the county through trainings and education for providers and families.
  - Children's health is promoted through community education about local health issues.
  - Early 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 checked="" type="checkbox"/> New <input 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
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 \$143,870
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date September 13, 2023	Contract End Date March 31, 2024	Original Amount	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No.	Amount \$143,870
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use Data Informed System Building	FY	Estimated Payment Amount	Total by Fiscal Year	
	FY23-24	\$143,870	I/D	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)

Health Management Associates, Inc.

Department/Division

Address

120 North Washington Square, Suite 705

Lansing, MI 48933

Phone

(517) 482-9236

Federal ID No.

38-2599727

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

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

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

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

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

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

## II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor, Health Management Associates, hereafter referred to as the "Contractor," shall provide all program services identified in this Contract, including Attachment A – Program Scope of Work and Attachment B – Program Budget . Pursuant to Section II, paragraph E and Section III, paragraph Z, 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.

\_\_\_\_\_  
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### III. CONTRACTOR'S GENERAL RESPONSIBILITIES

#### A. Participants

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

#### B. Contractor Capacity

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

#### C. Contract Assignability

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

#### D. Conflict of Interest

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

#### E. Former Commission Administrative Officials

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

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

#### F. Subcontracting

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

#### G. Recordkeeping

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

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

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

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

#### H. Change of Address

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

#### I. Staffing and Notification

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

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

#### J. Contractor Primary Contact

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

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

#### K. Responsiveness

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

#### L. Grievance Policy

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

#### M. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission's Policy 18-01 Non-public Personally Identifiable Information specified at <http://first5sanbernardino.org/CommissionPolicies.aspx> prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://first5sanbernardino.org/CommissionPolicies.aspx> are hereby incorporated by this reference.
- Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for

any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

- Contractor shall comply with all applicable provisions of the [Health Insurance Portability and Accountability Act of 1996](#) (HIPAA), as applicable.

#### N. 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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#### O. 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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#### P. 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.

#### Q. 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.

#### R. 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.

S. Licenses and Permits

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

T. 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.

U. 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.

V. 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.

W. 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.

X. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines [http://first5sanbernardino.org/Portals/39/pdf/media\\_guidelines.pdf](http://first5sanbernardino.org/Portals/39/pdf/media_guidelines.pdf) .

Y. 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.

Z. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: [first5sanbernardino.org](http://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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AA. Pro-Children Act of 1994

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

BB. Debarment, Suspension, and Other Responsibility Matters

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

- a. The Contractor certifies that it and any potential subcontractors:

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

#### CC. Conflict Resolution

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

#### DD. Environmental Requirements

The Commission has adopted a recycled product purchasing standards policy (San Bernardino County Policy 11-10), 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 \$143,870 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2023-24 \$143,870 September 13, 2023 through March 31, 2024

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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 Medi-Cal, 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.

Initial Here

**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.

Initial Here

E. Recovery of Investigation and Audit Costs

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

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

## VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:
- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
  - Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
  - Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;
  - Withhold funds pending duration of the breach; and/or
  - Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
  - Provide a 30-day notice to terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- B. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.
- C. The Executive Director of the Commission is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.
- D. The Director of the Contractor is authorized to exercise Contractor's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.



## VIII. TERM

A. This Contract is effective as of September 13, 2023 and expires March 31, 2024, 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 March 31, 2024 is contingent on a Program Scope of Work 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:** Health Management Associates, Inc  
120 North Washington Square, Suite 705  
Lansing, MI 48933

**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:

#### **I. Equal Employment Opportunity Program**

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

#### **II. Civil Rights Compliance**

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion,

marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.

#### D. Sexual Harassment

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

### **XI. IMPROPER CONSIDERATION**

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

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

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

### **XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

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

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

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

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

**XIII. CONCLUSION**

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

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

**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

<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>	Health Management Associates, Inc.	<b>Service Area:</b>	Countywide
<b>Program Name:</b>	Data Informed Systems Building	<b>Period:</b>	Sept 13, 2023 – March 31, 2024

<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>	Phase I: Landscape Scan and Analysis Phase II: Prioritization and Strategy Development				
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
Phase I: Landscape Scan and Analysis	<b>Task 1:</b> Review and analyze publicly available data on pediatric health conditions, utilization of pediatric care in San Bernardino, and social determinants of health that act as facilitators or barriers to engagement in care <b>Task 2:</b> Conduct stakeholder interviews and focus groups <b>Task 3:</b> Synthesize results and identify gaps and opportunities	Sept 2023 – Dec 2023	Monthly	N/A	Upload PDF documents of progress for each task (detail referred to supplemental work plan)
Phase II: Prioritization and Strategy Development	<b>Task 4:</b> Facilitate strategy sessions with F5SB and its key partners to review findings and develop recommendations <b>Task 5:</b> Develop prioritized strategies and high-level implementation plan	Dec. 2023 – March 2024		N/A	Upload PDF documents of progress for each task (detail referred to supplemental work plan)

Agency Rep Name:	Christina Altmayer	Data Type:	Qualitative		
Agency Signature:		Reporting Period:	Monthly	Due: By the 15 <sup>th</sup> of the following month	
Date Signed		Fiscal Year:	2023-2024		

## HEALTH MANAGEMENT ASSOCIATES, INC.

### BUDGET

The table below provides an estimate of hours and fees for the proposed project workplan. As indicated in our project fees section below, this estimate is excluding travel costs which will be billed based on actual costs incurred and not expected to exceed \$5,000.

Task	Deliverable	Estimated Hours	Estimated Fees
	<b>Project Management</b>		
	Monthly status reports Biweekly project check-ins	28	\$10,290
1.	<b>Review and analyze publicly available data on pediatric health conditions, utilization of pediatric care in San Bernardino</b>	Summary analysis of data review	64 \$24,040
2.	<b>Conduct stakeholder interviews and focus groups to complement the quantitative data</b>	Interview/Focus group plan protocols and results	80 \$29,280
3.	<b>Synthesize results and identify gaps and opportunities</b>	Summary assessment executive-oriented briefing that synthesizes the findings from the data review and stakeholder input	52 \$19,020
4.	<b>Facilitate strategy sessions with F5SB and its key partners to review findings and develop recommendations</b>	Background materials to guide strategy discussions Strategy session results	96 \$35,760
5.	<b>Develop prioritized strategies and high-level implementation plan</b>	Strategy Recommendations captured in executive-briefing document and implementation plan	56 \$20,480
<b>Total</b>		<b>376</b>	<b>\$138,870</b>
<b>Estimated Expenses</b>			<b>\$5,000</b>
<b>Total not to Exceed</b>			<b>\$143,870</b>

## HEALTH MANAGEMENT ASSOCIATES, INC.

### 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. We will establish a limit on professional fees and travel time of \$143,870 including expenses. Travel will be billed based on actual costs incurred related to mileage reimbursement and on-site travel, as necessary, for the proposed consulting team and are not expected to exceed \$5,000. 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.

Title	2023 Professional Hourly	
	Rates	2023 Travel Time Rates
Physician Principal	\$470	\$280
Managing Principal/Director	\$410	\$245
Principal	\$405	\$240
Associate Principal	\$365	\$215
Senior Consultant	\$325	\$195
Consultant	\$230	\$135
Research Associate	\$175	\$105
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 2023 professional fees for 2024 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 members of the Commission or Commission employees for purposes of influencing the Commission's decision in a matter.

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

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

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

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

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

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



1. Name of Contractor: Health Management Associates, Inc.

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

N/A

3. Name of agent of Contractor:

Company Name	Agent(s)
Health Management Associates, Inc.	Kelly Johnson, Chief Administrative Officer

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	

5. 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>		

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

Yes

No

7. Name of any known individuals/companies who are not listed in Questions 1-5, 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	

8. 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. 1-7?

No  If **no**, please skip Question No. 9 and sign and date this form.

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

9. 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. 1-7 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 2023-2024

### AGENCY INFORMATION

**Contract #:** IC053

**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:** 120 North Washington Square, Suite 705 **Direct Phone #:** (517) 482-9236  
Lansing, MI 48933

**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 **Direct Phone #:** (517) 318-4817  
Lansing, MI 48933

**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 **Direct Phone #:** (213) 314-9104  
Lansing, MI 48933

**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 **Direct Phone #:** (517) 318-4826  
Lansing, MI 48933

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

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

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Direct Phone #:** \_\_\_\_\_  
**E-Mail:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**PROGRAM INFORMATION**

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

**PROGRAM DESCRIPTION**

The project engages representatives from multiple sectors and focuses on improving quality standards required by the Medi-Cal system and informed by the American Academy of Pediatricians Bright Futures Guidelines. The review considers existing initiatives, such as home visiting, family resource centers, and Help Me Grow supported by the F5SB Commissions to improve engagement in care, and address challenges due to environmental and social/economic impacts such as child obesity and asthma. A key objective of this analysis is to identify strategies for ongoing sustainability by leveraging new benefits available in the Medi-Cal arena including those available through CalAIM (California Advancing and Innovating Medi-Cal).

**REGION**  
San Bernardino County

**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 supports 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 supports and materials.	<input type="checkbox"/> Families and providers are aware of and know how to access existing county resources and supports.
<input checked="" type="checkbox"/> Early care providers are aware of and able to connect children and families to existing mental and behavioral supports and services		<input 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:** Hope Lowenstein

**ASSIGNED EVALUATOR:** Wendy Lee

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

**CONTRACT AMOUNT**

Fiscal Year	Original Amount	Amendment Amount	Total
2023-2024	\$143,870	\$	
<b>Total</b>	<b>\$143,870</b>		



**AGENDA ITEM 6**  
**September 13, 2023**

<b>Subject</b>	Approval to establish and recruit for an Administrative Supervisor I.
<b>Recommendations</b>	Authorize the Executive Director to coordinate with San Bernardino County Human Resources Department and assigned Human Resources Officer to recruit an Administrative Supervisor I position to better meet the business needs of First 5 San Bernardino. (Presenter: Karen E. Scott, Executive Director, 252-4252)
<b>Financial Impact</b>	None – Funds allocated in current budget
<b>Background Information</b>	<p>During the First 5 San Bernardino (F5SB) Commission Budget and Planning Workshop held on May 10, 2023, staff recommended that the current organizational structure adopted in 2019 needed to be reviewed and restructured to ensure that current business needs are being met, and that the daily operations are as efficient as possible.</p> <p>In support of that proposed restructuring, additional funds were allocated towards more staff and/or new positions and were included in the proposed budget for 2023-2024.</p> <p>At the June 7, 2023, Commission meeting, the 2023-2024 budget was approved authorizing additional funds for staffing. Additional analysis is taking place as a comprehensive, internal evaluation of current staffing roles, expertise, and business needs, ensuring the highest levels of efficiencies and responsiveness to the Commission’s budget, Strategic Plan, and measurable outcomes in service to the communities that F5SB serves.</p> <p>In consultation with the HRO, recruitment of an Administrative Supervisor I, is a definitive step to help meet the current business needs of the organization.</p> <p>Pending Commission approval, a recruitment for an Administrative Supervisor I will begin.</p>
<b>Review</b>	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>	



**AGENDA ITEM 7**  
**September 13, 2023**

<b>Subject</b>	Employment Contracts: Robert Mente, Staff Analyst II and Arminda Lowenstein, Accountant III.
<b>Recommendations</b>	Receive information on approval of employment contracts entered into by San Bernardino County upon request of the Children and Families Commission for San Bernardino County with the following individuals: a. Robert Mente as Staff Analyst II b. Arminda Lowenstein as Accountant III (Presenter: Karen E. Scott, Executive Director, 252-4252)
<b>Financial Impact</b>	This item does not impact Discretionary General Funding (Net County Cost). The estimated annual cost of the employment contracts is \$210,218 and will be reimbursed by the Children and Families Commission's (Commission) Trust Fund. Adequate appropriation and revenue have been included in the 2022-23 Commission budget and will be included in future recommended budgets.
<b>Background Information</b>	<p>On July 25, 2023, (Item No. 30), the San Bernardino Board of Supervisors approved Contract No. 23-795 between the Commission and Robert Mente, Staff Analyst II, for an estimated annual cost of \$104,977 (\$74,984 Salary, \$29,993 Benefits) for the period of July 29, 2023 through July 28, 2026, with the option to extend the contract a maximum of three consecutive one-year periods. In addition, this item authorized the Assistant Executive Officer of Human Services (currently titled Assistant Executive Officer of Department Services) to execute the extension options on behalf of the County, subject to review by County Counsel.</p> <p>The Staff Analyst II position performs various duties including the establishment of contract forms and procedures, bid proposals and agreements, and interprets contract terms and monitors adherence to same. In addition, this position researches methods necessary for specific grant proposals, prepares grant applications and subsequent follow-up, recommends and monitors procedures for grant implementation and develops and recommends various policies and procedures upon request. The incumbent shall also work cooperatively with First 5 staff and perform related duties as required. employment contract will be effective July 29, 2023 through July 28, 2026, subject to the termination provisions of the contract.</p> <p>On August 22, 2023, (Item No. 36), the Board approved Contract No. 23-862 between the Commission and Arminda Loewenstein, Accountant III, for an estimated annual cost of \$96,241 (\$66,373 Salary, \$29,868 Benefits) for the period of August 26, 2023 through August 25, 2026, with the option to extend the contract a maximum of three consecutive one-year periods. In addition, this item authorized the Assistant Executive Officer of Human Services (currently listed as Assistant Executive Officer of Department Services) to execute the extension options on behalf of the County, subject to review by County Counsel.</p> <p>The Accountant III position prepares a variety of detailed accounting and financial statements; analyzes fiscal documents; makes complex or difficult adjusting entries; assists in preparation of budgets and establishes budgetary controls. The recommended employment contract will be effective August 26, 2023 through August 25, 2026, subject to the termination provisions of the contract.</p> <p>The Commission uses California's tax on cigarettes and tobacco products to provide services for the State's youngest residents and their families. The Commission collaborates with the community and child-serving agencies to fulfill their mission of promoting, supporting, and enhancing the health and early development of children prenatal through age five, and their families.</p> <p>On January 23, 2001 (Item No. 59), the Board of Supervisors (Board) approved Contract No. 01-50 with the Commission to maintain a cooperative working relationship to effectively and</p>

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efficiently implement the Commission’s mission. The terms and conditions of the contract require Human Services to provide the Commission with support for the administration of staff benefits, review and act on Board agenda items and personnel-related issues, and provide employment contract administration services. The contract has been amended several times to revise language regarding services or to add services provided by the County. The Commission fully reimburses the County for the cost of these services.

The Commission currently has 18 staff which are all contracted positions. The Staff Analyst II and the Accountant III positions are being filled due to prior staff accepting other employment.

At the request of the Commission, Human Resources provided a certification list of 9 eligible candidates for the Staff Analyst II position. Three candidates were interviewed between March 29, 2023, and April 5 2023. Based on her experience, the Commission recommends employment contract with Robert Mente as a Staff Analyst II at a starting salary of \$36.05 per hour contingent upon Board approval.

Arminda Loewenstein is currently employed as an Accountant II within First 5 in a contract position under Contract No. 21-128. Due to her relevant experience, the Commission asked for and received the Human Resources Department’s approval to offer the Accountant III vacant position to Arminda Loewenstein.

**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>