

Chair
Elliot Weinstein, M.D.

Vice Chair
Diana Alexander

Executive Director
Karen E. Scott



Commissioners

Ted Alejandre

Supervisor Joe Baca, Jr.

Dr. Gwen Dowdy-Rodgers

Joshua Dugas

Gary Ovitt

Agenda: Children and Families Commission 1-2024

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

Meeting date, time, location January 10, 2024
3:30 p.m.
First 5 San Bernardino Commission Conference Room

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

Special Presentations *Inland Empire Breastfeeding Coalition presented by Laurie Haessly, MA, RDN, IBCLC Programs Manager and LeeAnn Contreras, BSN, RN, IBCLC IEBFC Board Member, Corona Regional Medical Center.*

Children’s Cabinet presented by Susan Gomez, Chief Executive Officer of the Inland Empire Community Collaborative.

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

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

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

Item No.	CONSENT
1	Approve Minutes from December 6, 2023 Commission Meeting.
2	Approve Amendment A1 to Contract SI038 with El Sol Neighborhood Educational Center for Home Visitor Apprenticeship to increase contract amount by \$540,042 for a cumulative total not to exceed \$1,573,654 for 2023-2025 to establish the Home Visitation Institute. (Presenter: Wendy Lee, Psy.D., Section Manager Evaluation and Impact, 252-4254)

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

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

Agenda: Children and Families Commission 1-2024

January 10, 2024

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Item No.	DISCUSSION
3	Elect Chair and Vice-Chair for the Children and Families Commission for San Bernardino County. (Presenter: Cindy Faulkner, Assistant Director, 252-4252)
4	Elect Chair for the First 5 San Bernardino Advisory Committee. (Presenter: Cindy Faulkner, Assistant Director, 252-4252)
5	Approve Contract IC054 with Health Management Associates, Inc. in the amount of \$102,950 for January 11, 2024 through June 30, 2024, to advance an integrated system of home visiting services for families in San Bernardino County. (Presenter: Wendy Lee, Pys.D., Section Manager, Evaluation and Impact, 252-4254)

Item No.	INFORMATION
	No information item for this meeting.

Public Comment

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

Commissioner Roundtable

Open to comments by the Commissioners

Next Meeting

Wednesday, February 14, 2024
3:30 p.m. to 5:00 p.m.

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

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First5sanbernardino.org



**CHILDREN AND FAMILIES COMMISSION
for San Bernardino County
AGENDA: January 10, 2024**

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contractor	Principals & Agents	Subcontractors; Principals & Agents	Commissioner Abstentions
1	N/A	N/A	N/A	N/A
2	El Sol Neighborhood Educational Center – Home Visiting Apprenticeship	Alexander Fajardo Executive Director	N/A	N/A
3	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A
5	Health Management Associates, Inc. - Home Visiting System	Kelly Johnson Chief Administrative Officer Christina Altmayer Managing Principal	N/A	N/A



Minutes: Children and Families Commission Meeting

Date, time, location

December 6, 2023
3:30 p.m.
Workforce Development Department, 290 N. "D" Street, Suite 600, San Bernardino

Pledge of Allegiance

Pledge of Allegiance by Chair Weinstein

Conflict of Interest Disclosure

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Special Presentation

Inland Empire Father Involvement Coalition, Strengthening and supporting our fathers, strengthens our communities!

Presented by Juan Solis, Father Engagement Coordinator, Children’s Network

Attendees

Commissioners

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

Absent

- Commissioner Alexander

Staff

- Karen Scott, Executive Director
- Peiyong Yang, Section Manager, Accountant III
- Scott McGrath, Deputy Director of Systems and Impact
- Ronnie Robinson, Section Manager, Systems and Communication
- Ray Salamat, Staff Analyst II
- Traci Homan, Commission Clerk
- Kim Browder, Business Support Manager

Changes to the agenda

None

Executive Director's Report

Awards and Acknowledgement of Commission Achievement

The following certificates of recognition were given to First 5 San Bernardino in honor of achieving a NACo Award for 2023:

From State Assemblymembers:

- Freddie Rodriguez – 53rd District
- Juan Carrillo – 39th District
- Greg Wallis – 47th District

From State Senate:

- Rosilicie Ochoa Bogh – 23rd District

Congratulations to our Commissioners, staff and partners. Your ingenuity and a commitment of service to our young children does not go unnoticed.

Preparing for Statewide Advocacy Day event

Related to Medi-Cal

The Association and its members signed onto a coalition letter last year asking for the inclusion of multiyear continuous Medi-Cal coverage protection for young children in the Governor's January 2024 budget. This helped California adopt continuous Medi-Cal coverage protection for children 0 to 5. Implementation of this policy as currently written is conditional on the Department of Finance (DOF) determining sufficient funding for the policy in 2024.

The Department of Health Care Services (DHCS) has a plan for implementation but needs DOF's approval before it can execute this plan, including seeking federal waiver approval and directing county eligibility system updates. Washington and Oregon have already successfully obtained federal approval for continuous coverage protection policies for young children and are implementing them. California can join their leadership by allowing implementation, including application for federal waiver.

First 5 Association of California, The Children's Partnership, the American Academy of Pediatrics California, Children Now, March of Dimes, Maternal and Children Health Access, the National Health Law Program, and the Western Center on Law and Poverty make up our coalition and have signed on to a letter urging Governor Newsom, to include funding for this continuous Medi-Cal Coverage policy in his January budget and to ask the DOF to explicitly greenlight implementation as soon as possible to ensure this policy will be in place on January 1, 2025, as approved in the 2022-23 Budget Act.

Related to Child Welfare

Commissioner Alexander previously shared information related to the Safety Net

U.S. Poverty rate varies by age groups per the US Census Bureau

The U.S. official poverty rate as measured by the American Community Survey (ACS), was 12.6% in 2022 but the rate was significantly different for the nation's oldest and youngest populations, according to a Census Bureau report released today. The ACS shows that in 2022 the child (people under age 18) poverty rate was 16.3%, 3.7 percentage points higher than the overall rate. But the poverty rate among those age 65 and over was 10.9%, 1.6 percentage points lower than the overall rate. The poverty rate for those ages 18 to 64 was 11.7%.

The First 5 Network has signed on to a letter of support for prioritizing tax policies to reduce child poverty given efforts to pass a bipartisan tax agreement before the end of the year.

First 5 Commissions and other coalition partners are urging Congress to prioritize expanding the Child Tax Credit (CTC), focusing on low-income children. The gist of the letter of support is that there are currently 19 million children excluded from the full credit because of the structure of the CTC. In deliberating a potential year-end or early 2024 tax package, Congress has an opportunity to improve the CTC for the lowest income families currently left out of the full benefit. When Congress expanded the Child Tax Credit in 2021, child poverty fell by 46%, lifting 716,000 Black, 820,000 White, and 1.2 million Hispanic children out of poverty in just one year— a stunning achievement.

Research showed that most low-income families spent the expanded CTC on necessities like food, utilities, and rent or mortgage payments, as well as education. But when the CTC expansion was allowed to expire, the proportion of children in poverty more than doubled, from 5.2 percent to 12.4 percent – much of this because of the CTC. This is an important opportunity to include improvements to the CTC that could help lift many children in the lowest income families in this country out of poverty and provide the maximum credit to those children currently left out.

As a reminder, First 5's Statewide Advocacy Day is taking place at our Capital on February 7, 2024. Please let Traci Homan know if you are interested in participating.

First 5 San Bernardino has released a funding opportunity of \$4M per year, for three years, to support children and families under Agenda Item #5 today. It's been a while since First 5 has been able to make such a substantial investment into our community providers and network, to ensure the best possible supports and services are available to our youngest children. Great job to staff for fast-tracking this procurement. First 5 hopes to have all contracts in place by July 1, 2024, and see incredible results for the next three years.

Commissioners and Counsel, as this the last meeting of the year, First 5 would like to extend a heartfelt thank you for your leadership and support to our team, to our partners, and most of all to our children and families.

Have a wonderful holiday season and the happiest new year.

Item No.	CONSENT
1	<p>Approve Minutes from October 25, 2023 Commission Meeting.</p> <p>Motion by Commissioner Baca, Jr. and seconded by Commissioner Ovitt to approve the Consent Items.</p> <p>Without further comment or objection, motion carried by unanimous vote.</p>
2	<p>Amendment A2 to Contract IC047 with Eide Bailly, LLP to increase contract by \$21,123 for a cumulative total not to exceed \$238,867 for 2021-2026 for additional costs for the extended time needed to complete the 2022-2023 audit as well as consultation to prepare for the remaining contract period. (Presenter: Debora Dickerson-Sims, Chief Financial Officer, 252-4269)</p>

Item No.	DISCUSSION
3	<ol style="list-style-type: none"> 1. Conduct Public Hearing for the Children and Families Commission for San Bernardino County Annual Audit for 2022-2023. 2. Adopt the Children and Families Commission for San Bernardino County's Annual Audit for 2022-2023. <p>(Presenter: Peiyong Yang, Section Manager, Accountant III, 252-4278)</p> <p><u>Discussion</u> Peiyong Yang, Section Manager, Accountant III, introduced Rodger Alfaro, partner with Eide Bailly, LLP to present the audit report.</p> <p>Mr. Rodger Alfaro gave a brief overview of the Annual Audit ending June 30, 2023. Single Audit on Federal compliance findings 2023-1, 2023-2 reported this year were the findings reported last year. During the time of the finding, First 5 developed a corrective action plan, which takes time to implement, and that is why Eide Bailly reported the findings again.</p> <p><u>Public Comment</u> None</p>
4	<ol style="list-style-type: none"> 1. Conduct Public Hearing of the Children and Families Commission for San Bernardino County's Annual Report for 2022-2023. 2. Adopt the Children and Families Commission for San Bernardino County's Annual Report for 2022-2023. <p>(Presenter: Scott McGrath, Deputy Director of Systems and Impact, 252-4259)</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p>
5	<p>Approve the release of the Family Supports Initiative Request for Proposal 23-01 to solicit proposals in response to the goals and objectives within the Family Supports Strategic Priority Area of the Strategic Plan. Allocated funds for successful proposals in an amount not to exceed \$4 million per year for a total of \$12 million for a three-year contract term of July 1, 2024 through June 30, 2027. (Presenter: Ronnie Robinson, Section Manager, Systems and Communication, 252-4254)</p>

	<p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>Motion made by Commissioner Dugas and seconded by Commissioner Alejandro to approve Item 5. With Commissioner Alexander absent and without further comment or objection, motion carried by unanimous vote.</p>
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Item No.	INFORMATION
6	Receive information from EVALCORP for First 5 San Bernardino's Local Outcomes Report 2022-2023. (Presenter: Ray Salamat, Staff Analyst II, 252-4258)
7	Receive information on approval of employment contract entered into by San Bernardino County upon request of the Children and Families Commission for San Bernardino County with Jonathan Savarese as a Staff Analyst II. (Presenter: Karen E. Scott, Executive Director, 252-4252)

Public Comment None

Commissioner Roundtable Commissioners collectively thanked First 5 staff for being out in the community, today's presentations and wished everyone a happy holiday. Commissioner Dugas announced "Love is for Sale" reduced adoption fees at the Devore Animal Shelter; \$10 for cats and kittens and \$20 for dogs and puppies.

Adjourned The meeting adjourned at 4:43 p.m.

Next Meeting *Wednesday, January 10, 2024*
3:30 p.m.

Attest

Elliot Weinstein, M.D., Chair

Traci L. Homan, Commission Clerk



AGENDA ITEM 2
January 10, 2024

Subject	Amend Contract SI038 with El Sol Neighborhood Educational Center.
Recommendations	Approve Amendment A1 to Contract SI038 with El Sol Neighborhood Educational Center for Home Visitor Apprenticeship to increase contract amount by \$540,042 for a cumulative total not to exceed \$1,573,654 for 2023-2025 to establish the Home Visitation Institute. (Presenter: Wendy Lee, Psy.D., Section Manager Evaluation and Impact, 252-4254)
Financial Impact	\$1,177,218 for 2024-2025
Background Information	<p>In September 2022, the Commission approved the release of the Mercedes Logans Community Innovation Initiative Request for Applications (MLCII RFA 22-01). On March 1, 2023, the Commission awarded a contract (SI038) to El Sol Neighborhood Educational Center in the amount of \$1,033,612 for a contract to build capacity of the Home Visitation workforce by developing a competency-based Home Visitor Apprenticeship Program to be approved by the State of California and registered with the U.S. Department of Labor as the official training curriculum for Home Visitors in San Bernardino County. The proposed amendment to Contract SI038 will increase the contract amount by \$540,042 and includes updated contract language.</p> <p>Approval of this item is in alignment with the Family Supports Strategic Priority Area in the Commission’s 2023-2028 Strategic Plan:</p> <ul style="list-style-type: none"> • 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	Dawn Martin, Commission Counsel

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

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

<i>FOR COMMISSION USE ONLY</i>						
<input type="checkbox"/>	New	Vendor Code	SC	Dept.	A	Contract Number
<input checked="" type="checkbox"/>	Change	10004667		903		SI038 A1
<input type="checkbox"/>	Cancel					
Organization					Contractor's License No.	
Children and Families Commission						
Commission Representative				Telephone		Total Contract Amount
Cindy Faulkner, Assistant Director				909-386-7706		\$1,573,654
Contract Type						
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount		
95200	July 1, 2022	June 30, 2025	\$1,033,612	\$540,042		
Cost Center		GL Account	Internal Order No.	Amount		
9033009900		53003357	1006513	\$234,513		
Cost Center		GL Account	Internal Order No.			
Cost Center		GL Account	Internal Order No.	Amount		
Abbreviated Use		Estimated Payment Total by Fiscal Year				
Home Visitor Apprenticeship		FY	Amount	I/D	FY	Amount
		2023-2024	\$234,513	I		
		2024-2025	\$305,529	I		

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

Legal Name (hereinafter called the Contractor)

El Sol Neighborhood Educational Center

Department/Division

Home Visitation

Address

766 N. Waterman Ave San Bernardino, CA 92410

Program Address (if different from legal address):

Phone

(909)562-8666

Federal ID No.

33-0552297

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

1. Paragraph FF of Section III, CONTRACTOR'S GENERAL RESPONSIBILITIES, is added to read as follows:

FF. Campaign Contribution Disclosure (SB 1439)

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

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.

Initial Here

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

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 1,573,654 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 2022-23	\$ <u>84,408</u>	March 1, 2023 through June 30, 2023
Fiscal Year 2023-24	\$ <u>588,609</u>	July 1, 2024 through June 30, 2024
Fiscal Year 2024-25	\$ <u>900,637</u>	July 1, 2024 through June 30, 2025

Initial Here

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

continued on next page

ATTACHMENTS

Attachment A – Amended Work Plan for FY 23-25

Attachment B – Amended Program Budget for FY 23-24 and 24-25

Attachment C – Campaign Contribution Disclosure is hereby added.

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

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

EL SOL NEIGHBORHOOD EDUCATIONAL
CENTER

Legal Entity

▶

Authorized Signature

Elliot Weinstein M.D.
Printed Name

Commission Chair
Title

Dated

▶

Authorized Signature

Alexander Fajardo
Printed Name

Executive Director
Title

Dated

Official Stamp

Reviewed for Processing

▶

Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

▶

Dawn Martin
Commission Counsel

Date

Presented to Commission for
Signature

▶

Karen E. Scott
Executive Director

Date



Agency Name:	El Sol Neighborhood Educational Center	Service Area:	Countywide
Program Name:	Home Visitation Training TA & Apprenticeship/Institute	Period:	January 2023-June 2025
		Contract:	SI038 A1

Expectations	El Sol's Home Visitation Institute will strengthen home visitation services in San Bernardino County through a blend of direct training, both in-person and online, and technical assistance. Additionally, El Sol's Home Visitor Apprenticeship Program expands the home visiting workforce by developing structured competency-based training for home visitors through an approved and registered community-based Home Visitor Apprenticeship program.				
Outcomes	El Sol will be established as Home Visitation Institute (HVI) to implement a Structured Competency-based Training for home visitors through an approved and registered community-based Home Visitor Apprenticeship Program. The HVI also serve as the Regional Home Visitation Technical Assistance to build capacity, enhance competency, leverage collective expertise, supervisor-specific training programs to advance home visitation services in SBC.				
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. Develop, and launch 'Home Visit Pathfinder' & LMS Tool	<ol style="list-style-type: none"> 1. Develop, and launch 'Home Visit Pathfinder' – a Home Visitation Organizational Readiness Tool. <ol style="list-style-type: none"> 1.1 & 2.1 Conduct a needs assessment to inform the tool's development. 1.2 Update the "Home Visit Pathfinder" tool 1.3 Pilot the tool with select organizations. 1.4 Train and support organizations on how to integrate the domains of the tools into their operations. 1.5 Evaluate and update the tool based on feedback. 2. Develop Home visitation Learning Management System (LMS). <ol style="list-style-type: none"> 2.2 Update the LMS tool. 2.3 Pilot the tool with apprenticeship participants. 2.4 Train and support apprenticeship participants to use LMS tool. 	<ol style="list-style-type: none"> 1.1 & 2.1 Jan-June 24 1.2 Jan-June 24 1.3 July 24-June 25 1.4 July 24-June 25 1.5 July 24-June 25) 2.2 Jan-June 24 2.3 July 24-June 25 2.4 July 24-June 25 	Data - Quarterly	<ol style="list-style-type: none"> 1. Report number of Organizations participation 	<ol style="list-style-type: none"> 1. 'Home Visit Pathfinder' – a Home Visitation Organizational Readiness Tool. 2. Home visitation Learning Management System (LMS)
2. Enhance the capacity and quality of services provided by the San Bernardino County Home Visiting System workforce	<ol style="list-style-type: none"> 1. Facilitate regular Workforce Recruitment Subcommittee meetings. <ol style="list-style-type: none"> 1.1 & 2.1 Identify key stakeholders such as chair and vice chair. 1.2 Develop a countywide home visitor recruitment plan. 	<ol style="list-style-type: none"> 1.1 & 2.1 July-Sept 24 1.2 April-June 25 2.2 April-June 25 2.3 April-June 25 3.1 Jan-Dec. 24 	Data - Quarterly	<ol style="list-style-type: none"> 1. Report meeting Monitoring. 2. Report training/presentation Monitoring. 	<ol style="list-style-type: none"> 1. A plan for recruitment efforts, such as job postings, outreach, and networking. 2. A set of standards for home visitor competencies and a plan for training and professional development for

	<p>2. Facilitate regular home visitor competency subcommittee meetings. 2.2 Define home visitor competencies and the development and implementation of a competency-based training program for home visitors. 2.3 Coordinate and align with external Home Visitors certification and/or apprenticeships in San Bernardino.</p> <p>3. Train Supervisors on Recruitment, Supervision, and Mentoring of Home Visitors. 3.1 Develop a supervisor training curriculum. 3.2 Develop a mentorship program for new supervisors' protocol. 3.3 Develop a feedback loop for training improvement procedure. 3.4 Develop procedures for follow-ups on supervisor training implementation.</p> <p>4. Enhance Home Visitor Competencies and Skills. 4.1 Identify key competencies and skills for home visitors. 4.2 Develop a training module for each competency. 4.3 Develop a skills assessment tool for home visitors post-training. 4.4 Develop a continuous education program for ongoing skill development.</p>	<p>3.2 July-Dec. 24 3.3 April-June 25 3.4 Pending FY25-26</p> <p>4.1 Completed 4.2 July 23-April 24 4.3 July-Dec. 24 4.4 Jan-June 25</p>		<p>3. Report number of home visitors/supervisors</p>	<p>home visitors to meet these standards.</p> <p>3. A set of standards for HV management competencies and a plan for training and professional development for supervisors to meet these standards.</p> <p>4. Home visitor training curriculum modules, skills assessment, and ongoing education program.</p>
<p>3. Develop a Home Visitor Registered Apprenticeship program</p>	<p>1. Conduct a content analysis training available in the county to identify gaps and opportunities in training content. 2. Complete the Registration Process for the HV Apprenticeship approved by the US Department of Labor</p>	<p>1. April 23-March 24 2. April-June 24</p>	<p>Data - Quarterly</p>	<p>N/A</p>	<p>1. Quarterly summary (Approval Letter from the US Department of Labor) 2. HV training gaps analysis and Home Visitor Apprenticeship curriculum</p>

<p>4. Develop a partnership with Community-Based Organizations to incorporate Home Visitors into the delivery of services impacting children ages 0-5</p>	<ol style="list-style-type: none"> 1. Formalize agreements with a minimum of 4 Community-based Organizations to support the Home Visitor workforce development and expansion. 2. Provide presentations to CBOs on the importance of home visitation models and how to incorporate this model into their existing services. 	<ol style="list-style-type: none"> 1. July – Sept. 24 2. July – Sept. 24 	<p>Data - Quarterly</p>	<ol style="list-style-type: none"> 1. Report meeting Monitoring. 2. Report training/presentation Monitoring. 	<ol style="list-style-type: none"> 1. Quarterly summary report. 2. Quarterly Summary report.
<p>5. Expand the Home Visitor workforce.</p>	<ol style="list-style-type: none"> 1. Identify and Enroll 12 individuals in the registered HV apprenticeship program. 2. Complete the apprenticeship training program. 3. Home Visitors will engage 12 families with children ages 0-5 for a total of 144 Families. 	<ol style="list-style-type: none"> 1. Oct – Dec. 24 2. Jan - June 25 3. April - June 25 	<p>Data - Quarterly</p>	<ol style="list-style-type: none"> 1. Identify and Enroll 12 individuals in the registered HV apprenticeship program. 2. Complete the apprenticeship training program. 3. Home Visitors will engage 12 families with children ages 0-5 for a total of 144 Families. 	<ol style="list-style-type: none"> 1. Quarterly Summary report & Agreements. 2. Graduation and Completed training topics logs, agenda, and sign-in sheets. 3. Case Management records

<p>Agency Rep Name:</p>		<p>Data Type:</p>	<p>Quantitative and Qualitative Data</p>		
<p>Agency Signature:</p>		<p>Reporting Period:</p>	<p>Monthly & Quarterly</p>	<p>Due: By the 15th of the following month</p>	
<p>Date Signed</p>		<p>Fiscal Year:</p>	<p>2023-2025</p>		



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

ORGANIZATION:	El Sol	DIRECTOR:	Alexander Frajardo	PROGRAM YEAR:	2023-2024
PROGRAM TITLE:	HV Institute Traing, TA, Apprenticship	PROGRAM DIRECTOR:	Tania Martinez	TOTAL BUDGET:	588,609
INITIATIVE:	HVS	FINANCE OFFICER:	Tanya Rivas	RFP/CONTRACT #:	SI038 A1

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	FSSB SALARY	FSSB BENEFITS	FSSB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Alexander Fajardo	Executive Director	0.15	71.15	320	23%	22,768	5,237	28,005	182,030	15%	The Executive Director, in collaboration with the Program Director and the Program Staff, will undertake key duties integral to the project's success. These responsibilities encompass participating in pivotal meetings, drafting and overseeing the preparation of comprehensive monthly and quarterly reports, and ensuring the effective execution of project objectives. Objective A: Task 1 & 2
2	Tania Martinez	Program Director	0.70	43.26	1450	23%	62,727	14,427	77,154	110,676	70%	The Program Director, working in close collaboration with the Executive Director and the Program Analyst and coordinator, will fulfill critical responsibilities for the advancement of the project. This will include participating in key meetings, preparing regular reports to provide comprehensive updates, aiding the expansion of the HVS committees, and driving the development of the communication and branding plan. Above all, they will focus on effectively implementing project objectives and ensuring progress aligns with the project's overarching goals. Provide oversight and effective execution of all objectives & tasks A-F.
3	Raquel Acosta	Sr Program Manager	0.15	33.00	320	23%	10,560	2,429	12,989	84,427	15%	The Sr Program Manager, will actively contribute to the project's vision by participating in crucial meetings, and aiding the expansion of the HV supervisor/manager training. Their role will be fundamental in achieving the project objectives, which include: Capacity Building: Provide knowledge enrichment sessions on home visiting models implementation and best practice management and supervision. Objective B: Task 3 & 4, Objective C: Task 1.

4	Veronica Lopez	Program Analyst	1.00	30.00	2080	23%	62,400	14,352	76,752	76,752	100%	The Program Analyst will actively contribute to the project's vision by participating in crucial meetings, crafting regular reports, and aiding the expansion of the HV training, apprenticeship program and its associated committees. Their role will be fundamental in achieving the project objectives, which include: Capacity Building, The Analyst will provide knowledge enrichment sessions on home visiting models, their efficacy, the benefits they offer to families, and the distinctions between various models, enabling a well-informed approach towards service delivery. Objective A: Task 2, Objective B: Task 1-2 & 4, Objective D-F.
5	Jennifer Houlguin	Sr Project Coordinator (TA)	0.50	28.00	1050	23%	29,400	6,762	36,162	71,635	50%	The Sr. Project Coordinator will take lead in building Learning Management System(LMS). Position will share responsibilities with the other key roles, involving themselves in planning, coordination, and implementation of project activities, attending key meetings, aiding in report preparation, and assisting in the operationalization of the cultural and equity-based framework. The coordinator will further engage in detailed tasks such as ensuring alignment between project objectives and actions, facilitating smooth communication with all collaborative partners, and addressing any project-related issues promptly. Responsible for aggregate reporting and updating participant records to First 5 through persimmony. Objective A: Task 1, Objective B: Task 1-4, Objective C: Task 1.
6	Jose Ayala	Data Analyst	0.50	28.00	1050	23%	29,400	6,762	36,162	71,635	50%	Provides oversight of data entry and outcomes for the project. Takes lead developing organization capacity building tool HV Pathfinder. Responsible for ensuring contract and organizational databases are maintained and accurate. Objective A: Task 1-2, Objective B: Task 1-2 & 4.4, & Objective C: 1.3
7	Alysia D'Aguiar	Research Analyst	1.00	30.28	2080	23%	62,982	14,486	77,468	77,468	100%	Takes lead with completion of registration for the Apprenticeship approved by the US Department of Labor. Conducts in-depth research, analyze and interpret data and information, identify options, and make viable recommendations. Leads creation of Apprenticeship trainee evaluation tool to measure learning outcomes. Objective B: Task 4.3, Objective C: 1.3, Objective D: 1.2, Objective E-F
8	Gerardo Becerra	Learning & Development Specialist	1.00	27.00	2080	23%	56,160	12,917	69,077	69,077	100%	This position will oversee development of Home Visitation Curriculum and training, stay up to date with HV best practices, and ensure that research based Home Visitation principles are maintained. The HV Learning & Development Specialist will advice training module content development, facilitate HV Focus groups, trainings, etc. This position will lead the creation of the training manuals, participants workbooks, create power point presentation and will support the facilitation of the modules. Objective B: Task 1-2 & 4, Objective D-F.
9	TBD	Fiscal support	0.40	22.00	840	23%	18,480	4,250	22,730	56,285	40%	The Fiscal Staff, while overseeing the program's financial documentation, will also be responsible for maintaining an updated and accurate budget, tracking expenditures against budget allocations, preparing financial reports, and ensuring compliance with all fiscal regulations and guidelines. Additionally, they will also contribute to strategic financial planning and work closely with the executive team and Program Analyst to ensure the financial sustainability of the project.

Total Salaries & Benefits					\$ 354,877	\$ 81,622	\$ 436,499	\$ 799,986	
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FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2023-2024

ORGANIZATION: El Sol	DIRECTOR: Alexander Frajardo	PROGRAM YEAR: 2023-2024
PROGRAM TITLE: HV Institute Traing, TA, Aprenticship	PROGRAM DIRECTOR: Tania Martinez	TOTAL BUDGET: 588,609
INITIATIVE: HVS	FINANCE OFFICER: Tanya Rivas	RFP/CONTRACT #: SI038 A1

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Office Supplies	1%	\$ 8,000	The office supplies budget for our program includes the necessary items to support the daily operations of our team and the collaborative meeting supplies.
2	Rent	4%	\$ 21,600	This line item will support the operating rental expense and will be prorated based on number of FTE.
3	Utilities	1%	\$ 5,400	This line item will support operating expenses such a utilities, office maintenance, internet, etc; and will be prorated based on number of FTE.
4	Printing		\$ 4,000	This line item will be used to print flyers, brochures and training participant and facilitator manuals.
5	Professional Development	1%	\$ 3,000	Utilized by program staff to attend relevent on going professional development including; facilitator trainings, local conferences, etc.
6	Equipments	0%	\$ 2,000	Computer equipment for new hires
Total Services & Supplies			\$ 44,000	

III. FOOD				
	Event(s):		BUDGET	Description/Justification:
1	Home Visitation Focus Groups (Aprenticeship)		\$ 3,600	El Sol will provide refreshments for HV focus groups participants. Approximately \$300.00 will be spent per event for an estimated 12 events to be held during the second year of project implementation.
Total Food			\$ 3,600	

IV. TRAVEL				
	Destination:	Purpose:	BUDGET	Description/Justification:
1	San Bernardino County	staff mileage reimbursement	\$ 7,000	Staff will be compensated for travel for program activiites including site to site, meetings, trainings, etc. Travel will be reimbured at te federal mileage rate.

	Total Travel		\$ 7,000	
V.	SUBCONTRACTORS			
	Organization Name:		BUDGET	Description/Justification:
1	Home Visitation Learning Management System		\$ 15,000	Home Visitation Learning Management system (LMS) HUB. LMS HUB website containing a wide range of resources, information, and tools where home visiting staff will have access to support with their learning goals. In addition, it gives registered users the ability to search by topic or the type of tool, ex. printable, visuals, assessment, or digital materials and will receive information on the advancement of the training, activities and assessments requested by the course's requirements.
2	Consultants (Apprenticeship)		\$ 22,500	Consultants will be hired to support the creation of the specific training manuals for the different topics.
3	Outlawd Designs (Apprenticeship)		\$ 6,500	Project Designer and artist will create all media for the project, including; flyers, brochures, media posting, etc.
	Total Subcontractors		\$ 44,000	
VI.	INDIRECT COSTS			
	Percent:	10%	\$ 53,510	
	Basis:			
	Total Indirect Costs		\$ 53,510	
TOTAL FIRST 5 BUDGET			\$ 588,609	



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

ORGANIZATION:	El Sol	DIRECTOR:	Alexander Frajardo	PROGRAM YEAR:	2024-2025
PROGRAM TITLE:	HV Institute Training, TA, Apprenticeship	PROGRAM DIRECTOR:	Tania Martinez	TOTAL BUDGET:	900,637
INITIATIVE:	HVS	FINANCE OFFICER:	Tanya Rivas	RFP/CONTRACT #:	SI038 A1

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Alexander Fajardo	Executive Director	0.15	71.15	320	23%	22,768	5,237	28,005	182,030	15%	The Executive Director, in collaboration with the Program Director and the Program Staff, will undertake key duties integral to the project's success. These responsibilities encompass participating in pivotal meetings, drafting and overseeing the preparation of comprehensive monthly and quarterly reports, and ensuring the effective execution of project objectives. Objective A: Task 1 & 2
2	Tania Martinez	Program Director	0.60	43.26	1250	23%	54,075	12,437	66,512	110,676	60%	The Program Director, working in close collaboration with the Executive Director and the Program Analyst and coordinator, will fulfill critical responsibilities for the advancement of the project. This will include participating in key meetings, preparing regular reports to provide comprehensive updates, aiding the expansion of the HVS committees, and driving the development of the communication and branding plan. Above all, they will focus on effectively implementing project objectives and ensuring progress aligns with the project's overarching goals. Provide oversight and effective execution of all objectives & tasks A-F.
3	Raquel Acosta	Sr Program Manager	0.15	33.00	310	23%	10,230	2,353	12,583	84,427	15%	The Sr Program Manager, will actively contribute to the project's vision by participating in crucial meetings, and aiding the expansion of the HV supervisor/manager training. Their role will be fundamental in achieving the project objectives, which include: Capacity Building: Provide knowledge enrichment sessions on home visiting models implementation and best practice management and supervision. Objective B: Task 3 & 4, Objective C: Task 1.
4	Veronica Lopez	Program Analyst	1.00	30.00	2080	23%	62,400	14,352	76,752	76,752	100%	The Program Analyst will actively contribute to the project's vision by participating in crucial meetings, crafting regular reports, and aiding the expansion of the HV training, apprenticeship program and its associated committees. Their role will be fundamental in achieving the project objectives, which include: Capacity Building, The Analyst will provide knowledge enrichment sessions on home visiting models, their efficacy, the benefits they offer to families, and the distinctions between various models, enabling a well-informed approach towards service delivery. Objective A: Task 2, Objective B: Task 1-2 & 4, Objective D-F.

													The Sr. Project Coordinator will take lead in building Learning Management System(LMS). Position will share responsibilities with the other key roles, involving themselves in planning, coordination, and implementation of project activities, attending key meetings, aiding in report preparation, and assisting in the operationalization of the cultural and equity-based framework. The coordinator will further engage in detailed tasks such as ensuring alignment between project objectives and actions, facilitating smooth communication with all collaborative partners, and addressing any project-related issues promptly. Responsible for aggregate reporting and updating participant records to First 5 through persimmony. Objective A: Task 1, Objective B: Task 1-4, Objective C: Task 1.
5	Jennifer Houlguin	Sr Project Coordinator (TA)	1.00	28.00	2080	23%	58,240	13,395	71,635	71,635	100%		
6	Jose Ayala	Data Analyst	0.20	28.00	420	23%	11,760	2,705	14,465	71,635	20%		Provides oversight of data entry and outcomes for the project. Takes lead developing organization capacity building tool HV Pathfinder. Responsible for ensuring contract and organizational databases are maintained and accurate. Objective A: Task 1-2, Objective B: Task 1-2 & 4.4, & Objective C: 1.3
7	Alysia D'Aguiar	Research Analyst	1.00	30.28	2080	23%	62,982	14,486	77,468	77,468	100%		Takes lead with completion of registration for the Apprenticeship approved by the US Department of Labor. Conducts in-depth research, analyze and interpret data and information, identify options, and make viable recommendations. Leads creation of Apprenticeship trainee evaluation tool to measure learning outcomes. Objective B: Task 4.3, Objective C: 1.3, Objective D: 1.2, Objective E-F
8	Gerardo Becerra	Learning & Development Specialist	1.00	27.00	2080	23%	56,160	12,917	69,077	69,077	100%		This position will oversee development of Home Visitation Apprenticeship Curriculum and training, stay up to date with HV best practices, and ensure that research based Home Visitation principles are maintained. The HV Learning & Development Specialist will advice training module content development, facilitate HV Focus groups, trainings, etc. This position will lead the creation of the training manuals, participants workbooks, create power point presentation and will support the facilitation of the modules. Objective B: Task 1-2 & 4, Objective D-F.
9	TBD	Training & Tech Specialist	0.91	27.00	1900	23%	51,300	11,799	63,099	69,077	91%		Committee Facilitation: Taking a lead role facilitation of the Workforce and Home Visitor Competency Committees, ensuring these committees are robust and equipped to fulfill their respective roles effectively. This position will stay up to date with HV best practices, and ensure that research based Home Visitation principles are maintained. Facilitate HV Focus groups, trainings, etc. Advice the creation of the training manuals, participants workbooks, create power point presentation and will support the facilitation of the modules. Objective A: Task 1, Objective B: Task 1-4, Objective C: Task 1.
10	TBD	Fiscal support	0.20	22.00	420	23%	9,240	2,125	11,365	56,285	20%		The Fiscal Staff, while overseeing the program's financial documentation, will also be responsible for maintaining an updated and accurate budget, tracking expenditures against budget allocations, preparing financial reports, and ensuring compliance with all fiscal regulations and guidelines. Additionally, they will also contribute to strategic financial planning and work closely with the executive team and Program Analyst to ensure the financial sustainability of the project.
Total Salaries & Benefits							\$ 399,155	\$ 91,806	\$ 490,961	\$ 869,063			



2024-2025

ORGANIZATION:	El Sol		PROGRAM YEAR:	2024-2025
PROGRAM TITLE:	HV Institute Training, TA, Apprenticeship	Tania Martinez	TOTAL BUDGET:	900,637
INITIATIVE:	HVS	Tanya Rivas	RFP/CONTRACT #:	SI038 A1

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Office Supplies	1%	\$ 7,000	The office supplies budget for our program includes the necessary items to support the daily operations of our team and the collaborative meeting supplies.
2	Rent	3%	\$ 28,900	This line item will support the operating rental expense and will be prorated based on number of FTE.
3	Utilities	1%	\$ 6,200	This line item will support operating expenses such a utilities, office maintenance, internet, etc; and will be prorated based on number of FTE.
4	Printing	1%	\$ 10,000	This line item will be used to print flyers, brochures and training participant and facilitator manuals.
5	Professional Development	1%	\$ 5,000	Fees For: National Home Visiting Summit resgistration, held in person in Washington, D.C. Additionally, line item funds will be utilized by program staff to attend relevent on going professional development including; facilitator trainings, local conferences, etc.
6	Apprenticeship Participant Incentives	24%	\$ 216,000	Participants or CBOs will receive 18,000.00 for participating and completing the apprenticeship. Apprx 1000 hrs
	Total Services & Supplies		\$ 273,100	
III. FOOD				
	Event(s):		BUDGET	Description/Justification:

1	In person trainings, meetings, focus groups, subcommittees	\$ 4,200.00	El Sol will provide refreshments for in person trainings, meetings, focus groups, subcommittee meetings
2			
	Total Food	\$ 4,200	
IV. TRAVEL			
	Destination:	Purpose:	BUDGET
	Description/Justification:		
1	Washington DC	National Home Visiting Summit	\$ 7,500.00
	Travel expenses for nation wide home visiting conference for both years.		
2	San Bernardino County	staff mileage reimbursement	\$ 7,000.00
	staff will be compensated for travel for program activities including site to site, meetings, trainings, etc. Travel will be reimbursed at the federal mileage rate.		
	Total Travel	\$ 14,500.00	
V. SUBCONTRACTORS			
	Organization Name:	BUDGET	Description/Justification:
1	Home Visitation Learning Management System	\$ 20,000.00	Home Visitation Learning Management system (LMS) HUB. LMS HUB website containing a wide range of resources, information, and tools where home visiting staff will have access to support with their learning goals. In addition, it gives registered users the ability to search by topic or the type of tool, ex. printable, visuals, assessment, or digital materials and will receive information on the advancement of the training, activities and assessments requested by the course's requirements.
2	Consultants (Apprenticeship)	\$ 11,500.00	Consultants will be hired to support the creation of the specific training manuals for the different topics.
3	Outlawd Designs (Apprenticeship)	\$ 4,500.00	Project Designer and artist will create all media for the project, including; flyers, brochures, media posting, etc.
4			
	Total Subcontractors	\$ 36,000.00	
VI. INDIRECT COSTS			
	Percent:	10%	\$ 81,876
	Basis:		
	Total Indirect Costs	\$ 81,876	
TOTAL FIRST 5 BUDGET		\$ 900,637	

ATTACHMENT C

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

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

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

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

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

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

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

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

1. Name of Contractor: _____

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5
 No

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

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

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

Company Name	Relationship

6. Name of agent(s) of Contractor:

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

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

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

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

Company Name	Individual(s) Name

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

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

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

10. Name of Commission member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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

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



Program Outline Document 2023-2025

AGENCY INFORMATION

Contract #: SI038 A1

Legal Entity: El Sol Neighborhood Educational Center

Dept./Division: Home Visitation

Project Name: Home Visitation Training TA & Apprenticeship/Institute

Program Site Address: 1535 South D Street, San Bernardino Ca 92408 Client Referral Phone #: 909-884-3735

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Alexander Fajardo Title: Executive Director

Address: 1535 South D Street, San Bernardino Ca 92408 Direct Phone #: 909-884-3735

E- Mail: alexfajardo@elsolnec.org Fax #: _____

CONTRACT REPRESENTATIVE

Name: Tania Martinez Title: Program Director

Address: 1535 South D Street, San Bernardino Ca 92408 Direct Phone #: 909-884-3735

E- Mail: taniamartinez@elsolnec.org Fax #: _____

PROGRAM CONTACT

Name: Tania Martinez Title: Program Director

Address: 1535 South D Street, San Bernardino Ca 92408 Direct Phone #: 909-884-3735

E- Mail: taniamartinez@elsolnec.org Fax #: _____

FISCAL CONTACT

Name: Tanya Rivas Title: Director of Finances

Address: 1535 South D Street, San Bernardino Ca 92408 Direct Phone #: 909-884-3735

E-Mail: tanyarivas@elsolnec.org Fax #: _____

ADDITIONAL CONTACT (Describe): Choose an item.

Name: _____ Title: _____

Address: _____ Direct Phone #: _____

E-Mail: _____ Fax #: _____

PROGRAM INFORMATION

TYPE OF AGENCY Community-Based

Describe: Non Profit

PROGRAM DESCRIPTION

El Sol's Home Visitation Institute will strengthen home visitation services in San Bernardino County through a blend of direct training, both in-person and online, and technical assistance. By dispatching trainers to local agencies, the institute will ensure accessible, high-quality training countywide. Its role extends to advising organizations to adopt best practices for superior service delivery.

REGION

San Bernardino County

STRATEGIC PRIORITY AREA & GOAL

<input type="checkbox"/> Child Health	<input type="checkbox"/> Early Learning	<input checked="" type="checkbox"/> Family Supports
<input type="checkbox"/> Children are screened and connected to appropriate developmental services	<input type="checkbox"/> Quality early learning can be accessed and utilized by families	<input 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 type="checkbox"/> Families and providers are aware of and know how to access existing county resources and supports.
<input type="checkbox"/> Early care providers are aware of and able to connect children and families to existing mental and behavioral supports and services		<input type="checkbox"/> First 5 San Bernardino partners with agencies throughout the county to promote prevention and early identification of child abuse and neglect

ASSIGNED ANALYST: Alexandra Gutierrez

ASSIGNED ACCOUNTANT: Ileana Conely

ASSIGNED EVALUATOR: Wendy Lee

PROCUREMENT TYPE: Competitive Non-Competitive
Choose an item.

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2022-2023	\$84,408.00	\$	\$84,408.00
2023-2024	\$354,096.00	\$234,513.00	\$588,609.00
2024-2025	\$595,108.00	\$305,529.00	\$900,637.00
Total	\$1,033,612.00		\$1,573,654.00



AGENDA ITEM 3
January 10, 2024

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

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



AGENDA ITEM 4
January 10, 2024

Subject	Election of Advisory Committee Chair.
Recommendations	Elect Chair for the First 5 San Bernardino Advisory Committee. (Presenter: Cindy Faulkner, Assistant Director, 252-4252)
Financial Impact	None
Background Information	<p>Per Section 130145 of the California Children and Families Act of 1998, each County Commission is required to establish at least one Advisory Committee to provide technical and professional expertise and support for any purposes that will be beneficial in accomplishing the purposes of the Act.</p> <p>Per the First 5 San Bernardino Advisory Committee Policy 04-03, the Commission shall designate a Commissioner to serve as the Chair for the Advisory Committee. This officer presides at all meetings and generally oversees the Advisory Committee.</p> <p>In accordance with First 5 San Bernardino Policy 03-01 A3, Commission Rules of Order, the term of all officers shall be “one year, commencing upon the adjournment of the meeting at which they are elected. All officers shall hold office until their successors are duly elected.”</p> <p>Upon Commission approval, the election of the Advisory Committee Chair shall be conducted at this time.</p>
Review	Dawn Martin, Commission Counsel

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



AGENDA ITEM 5
January 10, 2024

Subject	Contract IC054 with Health Management Associates, Inc.
Recommendation	Approve Contract IC054 with Health Management Associates, Inc. in the amount of \$102,950 for January 11, 2024 through June 30, 2024, to advance an integrated system of home visiting services for families in San Bernardino County. (Presenter: Wendy Lee, Pys.D., Section Manager, Evaluation and Impact, 252-4254)
Financial Impact	\$102,950 for Fiscal Year 2023-2024.
Background Information	On January 3, 2023, First 5 California (F5CA) announced the release of the Regional Technical Assistance for Home Visiting Coordination and Integration Request for Applications (RFA). The purpose of Regional Technical Assistance for Home Visiting Coordination and Integration is to empower counties to continue their work creating a sustainable, unified system that supports families with home visiting services to support family well-being and maximize available funding to serve more families. Health Management Associates, Inc (HMA) was chosen by F5CA to provide Regional Technical Assistance.

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

The First 5 San Bernardino (F5SB) team recommends to contract with HMA to focus on building upon the Home Visiting System work thus far to solidify further the development of the San Bernardino County (SBC) Home Visiting System (HVS) building from lessons learned with other First 5 Commissions, HMA will support F5SB in:

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

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

Approval of this item is in alignment of the Commission's 2023-2028 Strategic Plan:

Strategic Priority Area:

- **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

Dawn Martin, Commission Counsel

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

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

STANDARD CONTRACT

<i>FOR COMMISSION USE ONLY</i>				
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 10013141	SC	Dept. 903	A
Organization Children and Families Commission				Contract Number IC054
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 \$102,950
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date January 11, 2024	Contract End Date June 30, 2024	Original Amount	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No.	Amount \$102,950
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use <u>Data Informed System Building</u>	FY	Estimated Payment Amount	I/D	Total by Fiscal Year FY Amount I/D
	FY23-24	\$102,950		

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.

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.

Initial Here

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.

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.

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 \$102,950 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 \$102,950 January 11, 2024 through June 30, 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.

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VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

B. Availability of Records

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

Program data shall be retained locally in San Bernardino County and made available upon request or turned over to Commission. If said records are not made available at the scheduled monitoring visit, Contractor may, at Commission's option, be required to reimburse Commission for expenses incurred

due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the invoiced monthly payment.

C. Assistance by Contractor

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

D. Independent Audit Provisions

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

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E. Recovery of Investigation and Audit Costs

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

VIII. TERM

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

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B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.

C. The contract term may be extended for two (2) additional one (1)-year periods by mutual agreement of the parties.

D. Continuation of this Contract for each fiscal year after June 30, 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.

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

X. NONDISCRIMINATION

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

I. Equal Employment Opportunity Program

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

II. Civil Rights Compliance

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

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

D. Sexual Harassment

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

XIII. CONCLUSION

- A. This Contract, consisting of 20 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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Agency Name:	Health Management Associates, Inc.	Service Area:	Countywide
Program Name:	Home Visiting System Building	Period:	January 2024 – June 2024

Expectations	Project Management: HMA’s approach to project management emphasizes accountability, frequent contact with the client project manager, early identification of project risks and constraints, and strategies for proactively countering potential obstacles to project progress. The following project plan will be discussed, detailed, and confirmed with the F5SB project team.				
Outcomes	<ul style="list-style-type: none"> Leveraging partners’ investments in home visiting and related early intervention to maximize opportunities for all families to benefit from home visiting services. Increasing families’ access and acceptance to prevention and early intervention services by diversifying and increasing the platforms for engagement. Developing strategies to blend and braid multiple funding sources to create a sustainable system. 				
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
Workstream One: Develop landscape analysis and convene partners around a common vision.	<p>Taks 1: Review prior landscape analysis and analyze available data from First 5 and county public health to understand current services, models, and funding.</p> <p>Task 2: Gather input from F5SB, El Sol, and other key partners.</p> <p>Task 3: Develop landscape report.</p> <p>Task 4: Convene and facilitate four planning sessions with partners, including:</p> <ul style="list-style-type: none"> Scheduling and preparation Facilitation Follow-up <p>Sessions will focus on identifying current challenges of the system, setting a vision for the system, and setting year one priorities and long-term goals</p>	Jan – March 24	Monthly	1. Report meeting Monitoring.	Upload PDF documents of Landscape report and meeting materials (agendas, PowerPoint decks, and associated tools) for each session.
Workstream Two: Evaluate data needs and resources.	<p>Task 1: Assess current data collection resources.</p> <p>Task 2: Summarize findings and recommendations for expanding data infrastructure</p>	Feb – May 24	Monthly	N/A	Upload PDF Summary of data collection resources
Workstream Three: Evaluate potential resources to provide the backbone system infrastructure.	<p>Task 1: Define backbone functions options and recommendations.</p> <p>Task 2: Develop implementation strategy and timeline.</p> <p>Task 3: Provide coaching and technical assistance to support organization stepping into this role</p>	Feb – June 24	Monthly	1. Report meeting Monitoring of Facilitated sessions.	<p>1. Upload PDF Summary of recommendations and options.</p> <p>2. Upload PDF of the Infrastructure workplan and timeline</p> <p>3. Submit progress report</p>

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

HEALTH MANAGEMENT ASSOCIATES

PROPOSED TIMELINE

The proposed timeline assumes a January 11, 2024, start date and a six-month project timeline as outlined below. The proposed hours and costs presented below represent tasks to be completed June 30, 2024. Regular progress on the timeline will be shared with F5SB during regular check-in meetings, anticipated to be biweekly. If requested, HMA is available to provide additional implementation support in fiscal year 2023/24.

Task	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024
Project Management						
Workstream One						
Workstream Two						
Workstream Three						

PROPOSED HOURS

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

Workstream One: Develop landscape analysis and convene partners around a common vision			
Task	Deliverables	Total Hours	Professional Fees
Review prior landscape analysis and analyze available data from First 5 and county public health to understand current services, models, and funding	Landscape report	14	
Gather input from F5SB, El Sol, and other key partners	Landscape report	16	
Develop landscape report	Landscape report	22	
Convene and facilitate four planning sessions with partners, including: <ul style="list-style-type: none"> Scheduling and preparation Facilitation Follow-up 	Meeting materials (agendas, PowerPoint decks, and associated tools) for each session	60	

Sessions will focus on identifying current challenges of the system, setting a vision for the system, and setting year one priorities and long-term goals.			
Subtotal:		112	\$40,080
Workstream Two: Evaluate data needs and resources.			
Task	Deliverable	Hours	Professional Fees
Assess current data collection resources	Summary of data collection resources	28	
Summarize findings and recommendations for expanding data infrastructure	Summary of data collection resources	16	
Subtotal		44	\$15,540
Workstream Three: Evaluate potential resources to provide the backbone system infrastructure			
Task	Deliverable	Hours	Professional Fees
Define backbone functions options and recommendations	Summary of recommendations and options Facilitated sessions	52	
Develop implementation strategy and timeline	Infrastructure workplan and timeline	20	
Provide coaching and technical assistance to support organization stepping into this role	TBD based on identified technical assistance needs	26	
Subtotal:		98	\$34,710
Project Management	N/A	20	\$7,620
Total Hours & Fees		274	\$97,950
Estimated Expenses (not to exceed)			\$5,000
Total			\$102,950

STAFFING

Christina Altmayer will serve as the project director and will ensure timely completion of deliverables and provide consistent communication with the F5SB project lead. Megan Beers will serve as the project manager and will coordinate day-to-day team activities. Kaya Tith, Christina Altmayer, and Megan Beers will serve as the primary staff on this project, with other team members brought in if additional needs are identified.

Short biographies for the individuals who will work on this project, along with an overview of HMA, are provided at the end of this letter.

TERM OF AGREEMENT

This Agreement will begin on January 11, 2024, and shall continue in effect until June 30, 2024, unless terminated earlier by either party giving the other party thirty (30) days written notice of termination. If this Agreement is terminated by a party's written notice of termination, you agree to compensate HMA for all services rendered prior to HMA's actual knowledge of termination and for all out-of-pocket expenses incurred to date. The staffing arrangements and the scope of work stated in this letter apply to this project only.

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 \$102,950, 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	\$495	\$295
Managing Principal/Director	\$435	\$255
Principal	\$425	\$250
Associate Principal	\$385	\$225
Senior Consultant	\$345	\$205
Consultant	\$240	\$140
Research Associate	\$185	\$110
Administrative, Clerical, and Support Staff	\$120	N/A

HMA billing rates increase on January 1 of each calendar year unless agreed otherwise in writing.

Questions can be directed to me at caltmayer@healthmanagement.com or at (626) 399-5917.

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 #: IC054

Legal Entity: Health Management Associates, Inc.

Dept./Division: _____

Project Name: Home Visiting 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
Lansing, MI 48933

Direct Phone #: (517) 482-9236

E-Mail: contracts@healthmanagement.com

Fax #: _____

CONTRACT REPRESENTATIVE

Name: Jeffrey M. DeVries

Title: Contracts Senior Director

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

Direct Phone #: (517) 318-4817

E-Mail: jdevries@healthmanagement.com

Fax #: (517) 482-0920

PROGRAM CONTACT

Name: Christina Altmayer

Title: Managing Principal

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

Direct Phone #: (213) 314-9104

E-Mail: caltmayer@healthmanagement.com

Fax #: _____

FISCAL CONTACT

Name: Becky Reffitt

Title: Revenue Director

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

Direct Phone #: _____

E-Mail: brefitt@healthmanagement.com

Fax #: _____

ADDITIONAL CONTACT (Describe): Choose an item.

Name: _____

Title: _____

Address: For Staff Analyst use only.

Direct Phone #: _____

E-Mail: _____

Fax #: _____

PROGRAM INFORMATION

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

PROGRAM DESCRIPTION

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

REGION
San Bernardino County

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

ASSIGNED ANALYST: Wendy Lee

ASSIGNED ACCOUNTANT: Hope Lowenstein

ASSIGNED EVALUATOR: Wendy Lee

PROCUREMENT TYPE: Competitive Non-Competitive Sole Source

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2023-2024	\$102,950	\$	
Total	\$102,950		