

**FIRST 5 YUBA COUNTY
CHILDREN AND FAMILIES COMMISSION**

**Regular Meeting Agenda (Hybrid)
Thursday, June 25, 2026
3:30p.m. – 5:00p.m.**

This meeting will be held in compliance with the requirements of AB 2449(Government Code 54953(e)) - and will include in person public attendance at **1128 Yuba Street, Wheatland Room (Ground floor), Marysville, CA 95901**.

The meeting will be live-cast via [Zoom](#) where members of the public shall have the right to observe and offer public comment.

Join Zoom Meeting

<https://us02web.zoom.us/j/84914031108?pwd=GYAYhQGZRXLfWjpdxsvF7Wyc5hoJiF.1>

Meeting ID: 849 1403 1108 Passcode: 862241

One tap mobile +16699009128,,84914031108#,,,,*862241# US (San Jose)

ITEM	SUBJECT
	Call to order, roll call and the Pledge of Allegiance
	Opportunity for Public Comments Items not on the Agenda – Limit five minutes per speaker.
1 Discussion/Action	Approval of Minutes of the April 23, 2026, Regular Commission Meeting
<i>Commissioner Reminder</i>	<i>All Commissioners are reminded to recuse themselves of abstain from voting on any agenda item with that has a real or perceived conflict of interest.</i>
2 Discussion/Action	Contract Amendment: The commission will consider contract amendment with Applied Survey Research to ensure annual reports and annual local evaluation activities through December of 2026 are completed in accordance with Health and Safety Code § 130140
3 Discussion	AB 2561: Public agencies specified job-related information & vacancies: Commission will hear an update on the status of job vacancies and recruitment and retention efforts prior to adoption of the Annual Budget.
4 Discussion/Action	Contract for Consulting Services: The Commission will review and consider a contract with Kimberly McReynolds R.N. to provide licensed clinical oversight CHW and ECM benefits as required by DHCS (APL-24-006)
5 Discussion/Action	Contract for Consulting Services: The Commission will review and consider a contract with First 5 Association and subcontract Oscar Flores; Respond Mindfully LLC to provide support, technical assistance and guidance in ensuring the sustainability of Yuba County's early childhood systems of care.
6 Discussion/Action	Supplemental Funding Opportunities- The Commission will receive updates and be asked to review supplemental funding opportunities and review necessary contracts to carry out functions related to the SOW (i.e., California Office of Traffic Safety, District Priority Funds, MOU).

<p style="text-align: center;">7 Discussion/Action</p>	<p>End of Year Fund Balance: The Commission will review current position and be asked to consider transfer in from Children's Trust Fund.</p>
<p style="text-align: center;">8 Discussion/Action</p>	<p>Final Reading of the DRAFT 26-27 Annual Budget and Long Range Financial Plan - The Commission will review the final budget for the 2026-2027 fiscal year and long-range financial plan pursuant to Health and Safety Code Section 130140(d)(3), Commission Policies and Procedures.</p>
<p style="text-align: center;">9 Discussion</p>	<p>Executive Director Monthly Activity Report The Commission will receive information on committees and operational and program activities.</p>
<p style="text-align: center;">Adjourn</p>	

If you are planning to attend and need special accommodations, please contact us at (530) 749-4877 at least three days in advance of the meeting. The schedule of future meetings is posted on the Commission's website, www.first5yuba.org.

The next regular Commission meeting will be on August 27, 2026

Agendas, minutes and supporting material are available for public review at 1114 Yuba Street, Suite 141, Marysville CA. Agendas are posted at the Yuba County Government Center, 915 8th Street, Marysville CA 95901. Please email first5@yuba.gov to be added to the email distribution list.

MEETING MINUTES

Call to Order, Roll Call, and Pledge of Allegiance

Meeting called to order at 3:29 p.m.

Commissioners Present: Chair- Melissa Shaw, Vice-Chair- Jamie Bartolome, Sally Sokoloski, Rob Gregor, Matt Ricardy & Jon Messick (via zoom)

Commissioners Excused: Melinda Staples

***In person quorum was met.*

The Pledge of Allegiance was not recited due to the absence of a flag

PUBLIC COMMENT: *No public comments were received.*

Consent Agenda:

1. Approval of Minutes from the March 18, 2026 Special Commission Meeting
Motion by Commissioner Bartolome to approve the Consent Agenda.
Second by Commissioner Ricardy

Vote:

Ayes: Commissioner Shaw, Bartolome, Ricardy, Sokoloski, and Gregor

Nay/Abstain: None

Motion approved.

2. Contract Amendment

First 5 staff: Bring back the proposed contract amendment with Applied Survey Research (including updated scope and cost) to the Commission in June.

No action taken.

3. Draft 26/27 Budget Review

The Commission reviewed the draft FY 2026–27 budget, which included a projected deficit to be covered by trust funds. The Executive Director discussed conservative budget assumptions, maintaining current staffing levels, ongoing sustainability efforts, and additional funding opportunities, including a potential Office of Traffic Safety grant. The commission discussed recent discussions with strategic partners about program adjustments and sustainability, with partners showing understanding and collaborative spirit regarding reduced funding. Updates were also provided regarding CalAIM efforts. Staff will return in June with a more refined budget reflecting updated grant information and funding opportunities

4. Discussion: Executive Director Monthly Activity Report

Summary of report on committee, program, operational, and ongoing projects.

THE MEETING ADJOURNED AT 4:03 PM

The next Regular Commission Meeting is scheduled for June 25, 2026

AGENDA ITEM 2
June 25, 2026

Subject	Evaluation Consultant Contract Extension: July 2026- December 2026
Supporting Document(s)	<ol style="list-style-type: none">1. Amended Contract / Extension (includes Scope of Work)2. Draft Contract Amendment
Overview	In alignment with First 5 Yuba local annual report and First 5 CA annual Report for fiscal year 2025-2026 we would like to amend and extend a current contract with Applied Survey research for six months.
Recommendation	
Fiscal Impact	Services will not exceed a budgeted amount of \$ 17,000
Action Requested	Motion to approve the contract extension for Applied Survey Research beginning July 1, 2026- December 31, 2026

**FIRST FIVE YUBA COMMISSION
AMENDMENT NO. 1 TO
CONTRACT NO: EVAL22-101
BY AND BETWEEN
FIRST FIVE YUBA COMMISSION AND APPLIED SURVEY RESEARCH**

This First Amendment (“Amendment”) to the original Agreement of July 1 2021 made this 25th day of June, 2026 by and between the First Five Yuba Commission (“Commission”) and Applied Survey Research, a nonprofit firm with its principal place of business at 5440 Park Drive, Suite 104 Rocklin, CA 95765 (“Provider”), individually referred to herein as a “party” and collectively as the “parties.”

RECITALS

WHEREAS, the Commission is authorized by Health and Safety Code Section 130140.1 to make contracts as necessary to implement its strategic plan; and

WHEREAS, the Commission on June 24, 2021, awarded the original Agreement of July 1, 2021, to provide evaluation activities to measure the strategies implemented by the Commission; and

WHEREAS, this amendment will provide continuity to evaluate and close out the 2025 – 2026 program year including the First Five California Annual Report and the local Evaluation Report to the Commission.

NOW, THEREFORE, the Commission and Provider agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.
2. **CONTRACT TERM.** With this Amendment, the contract shall terminate on December 31, 2026.
3. **TOTAL PRICE CEILING.** With this Amendment, in no event shall the cost to Commission for the work to be provided herein exceed the maximum sum of ONE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$142,500.00).
4. **SCOPE OF SERVICES:** The Services for the period of July 1, 2026, through December 31, 2026 (**Exhibit A**) which is attached hereto is amended to include additional activities associated with this amendment.
5. **BUDGET:** The budget for the period of July 1, 2026, through December 31, 2026 (**Exhibit A**) which is attached hereto is amended to include the extended time frame and associated expenses.
5. **CONTINUATION OF TERMS OF AGREEMENT:** Except as expressly modified herein by this First Amendment, all terms and conditions of the Agreement shall remain in full force and

effect

[Remainder of page intentionally left blank.]

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written.

FIRST FIVE YUBA COMMISSION

Commission Chair

Date

APPLIED SURVEY RESEARCH

Vice-president

Date

DRAFT

EXHIBIT A

First 5 Yuba July 2021 through December 2026 Evaluation

Applied Survey Research Combined Scope of Services and Budget

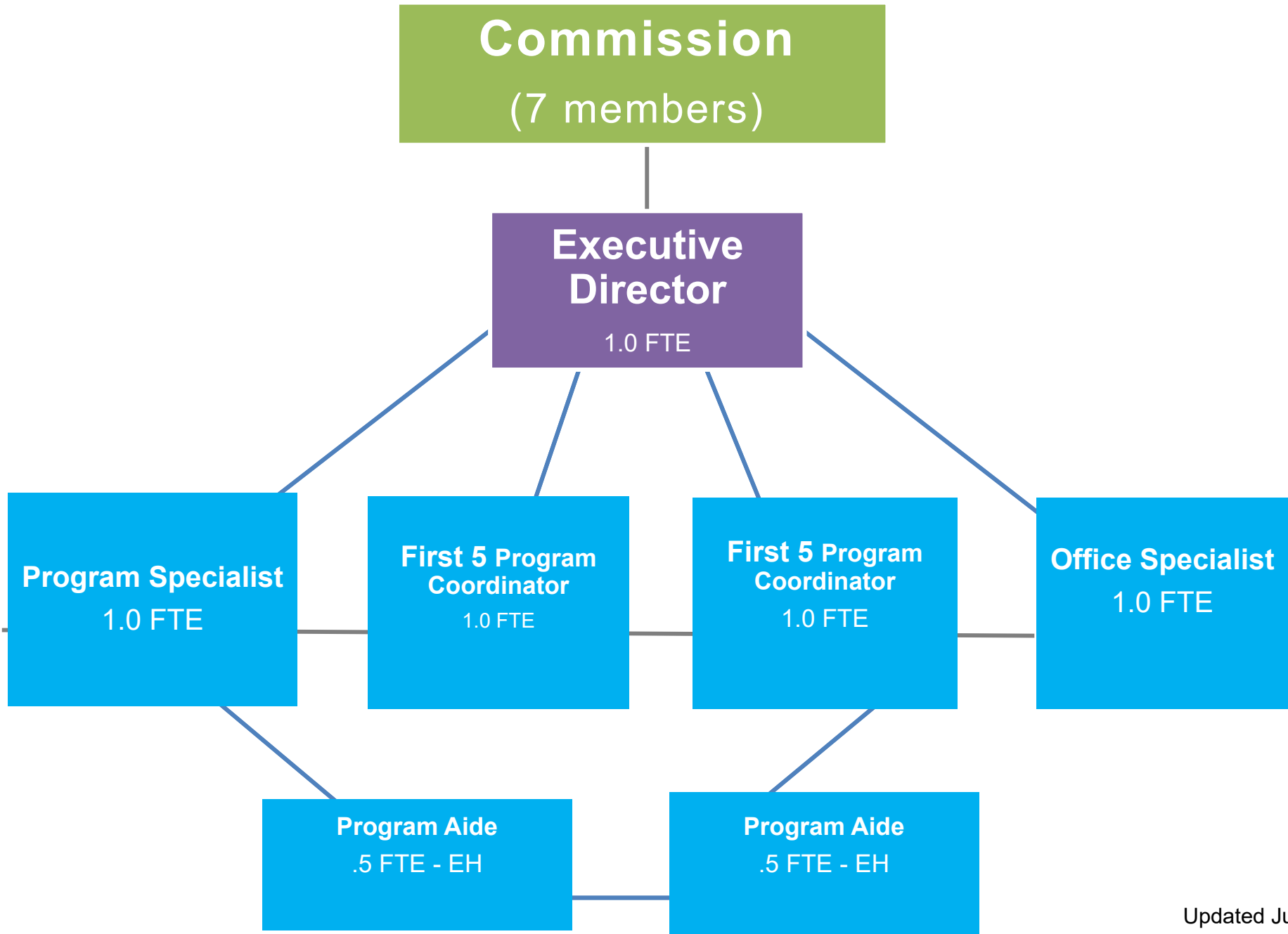
	July 1 - Dec 31, 2026	Hours	Annual Cost \$
Project Management		12	\$2,100.00
Monthly coordination meetings with First 5 Yuba	Monthly	12	
Annual Evaluation Report		88	\$ 15,400
Update annual data tracker with 2025-26 FY data	July - Aug	32	
Prepare Client Counts for AR-1 and AR-2 and narrative for A-3 and County Highlights	September	8	
Update Data Book (F5Yuba programs only)	September	14	
Update Impact Snapshot Report (F5 Yuba programs only)	October	30	
Present Impact Snapshot to Commission	December	4	
TOTAL		100	\$ 17,500

AGENDA ITEM 3

June 25, 2026

Subject	AB 2561: Public agencies specified job-related information & vacancies
Supporting Document(s)	<ul style="list-style-type: none">• Staffing Org Chart
Overview	<p>AB 2561 now requires public agencies to annually present the status of job vacancies and recruitment and retention efforts at a public meeting before adoption of the final budget for the fiscal year, and to provide specified, additional information, if requested by a recognized employee organization. The bill also permits recognized employee organizations to make a presentation at the meeting, and to request the aforementioned specified information when the number of vacancies reaches 20 percent of total jobs within a bargaining unit.</p>
Recommendation	<p>that First 5 has contracted with Yuba County for necessary personnel to carry out and effect its functions and responsibilities.</p> <p>In accordance with Assembly Bill No. 2561 Brown Act the following items are presented:</p> <ol style="list-style-type: none">1. All positions at First 5 in coordination with Yuba County are filled, there are no vacancies2. First 5 Yuba does not perform recruitment and retention activities because it does not recruit personnel or have control over the retention of specific personnel. First 5 personnel are paid by and receive benefits from Yuba County.3. First 5 Yuba does not have hiring processes since it contracts with Yuba County for personnel, so there are no changes to policies, procedures, and recruitment activities that may lead to obstacles in the First 5 Yuba's hiring process.4. First 5 Yuba does not have recognized bargaining units.
Fiscal Impact	NA
Action Requested	NA

First 5 Yuba Organizational Chart - 2026



AGENDA ITEM 4
June 25, 2026

Subject	Contract for Consulting services: July 1, 2026- June 30, 2027
Supporting Document(s)	<ol style="list-style-type: none"> 1. Amended Contract / Extension (includes Scope of Work) 2. Draft Contract Amendment
Overview	<p>Through this contract Provider will provide clinical oversight, quality assurance support, and professional guidance in alignment with Scope of services, intended to assist the Commission in maintaining compliance with the Department of Health Care Services of the State of California (DHCS) and contracted Medi-Cal managed care plan(s) standards, and that participants receive high-quality, coordinated, and person-centered care for billable CHW and ECM MediCal Services.</p>
Recommendation	Approve Contract.
Fiscal Impact	Services will not exceed a budgeted amount of \$ 7,000
Action Requested	Motion to approve the contract extension for Kimberly McRyndolds R.N. to provide clinical oversight of CHW and ECM benefit as required by DHCS beginning July 1, 2026- June 31,2026.

**FIRST FIVE YUBA COMMISSION
CONTRACT NO: A26-###**

THIS AGREEMENT (“Agreement”) is made this June 25, 2026, by and between the FIRST FIVE YUBA COUNTY, CHILDREN & FAMILIES COMMISSION (“Commission”), and KIMBERLY MCREYNOLDS, REGISTERED NURSE (“Provider”), each individually referred to herein as “party” and collectively as the “parties.”

RECITALS

WHEREAS, the Commission is authorized by Health and Safety Code Section 130140.1 to make contracts as necessary to implement its strategic plan; and

WHEREAS, the Commission is authorized by those provisions to contract with persons specially trained, experienced, expert and competent to perform special services in Yuba County; and

WHEREAS, Provider warrants that it is qualified and agreeable to render the work proposed for Clinical Oversight, Quality Assurance, and Professional Guidance which is described in this Agreement; and

WHEREAS, WHEREAS, Provider has over 28 years of experience as a Registered Nurse, including experience supporting quality assurance activities, clinical consultation, and professional guidance related to healthcare services and Medi-Cal programs; and

WHEREAS, through the term of this Agreement Provider will provide clinical oversight, quality assurance support, and professional guidance intended to assist the Commission in maintaining compliance with the Department of Health Care Services of the State of California (DHCS) and contracted Medi-Cal managed care plan(s) standards, and to ensure that participants receive high-quality, coordinated, and person-centered care.

NOW, THEREFORE, the Commission and Provider agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS.

The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.

2. TYPE OF AGREEMENT.

A. Provider agrees to use the funds under this Agreement to provide clinical oversight, quality assurance and professional guidance and technical assistance related to Medi-Cal benefits. These services may include:

- i) Provide clinical oversight of Community Health Worker (CHW) care plans in accordance with applicable Medi-Cal, DHCS, and managed care plan requirements.

- ii) Review ECM care plans, participant records, assessments, referrals, and service documentation to support quality service delivery and participant-centered care.
- iii) Provide recommendations and professional guidance regarding client needs, interventions, referrals, care coordination activities, and service planning.
- iv) Participate in case consultation and quality improvement activities with the Commission as appropriate or as needed.
- v) Maintain documentation of all individual reviews and provide a quarterly summary of clinical oversight activities, or upon request.

B. Commission shall provide Provider with reasonable access to participant records and documentation necessary to perform services under this Agreement.

C. Provider shall provide all equipment, personnel, labor, and materials necessary to provide the foregoing services in accord with this Agreement. Provider warrants that it and all its employees have all necessary licenses and/or permits required both by law and all appropriate agencies and agrees to maintain such licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by Commission. In the event of any conflict between any of the provisions of this Agreement (including Exhibits) the provision that requires the highest level of performance from Provider for the Commission's benefit shall prevail.

D. Provider shall maintain an active and unrestricted California Registered Nurse license throughout the term of this Agreement and shall notify the Commission of any suspension, restriction, investigation, or disciplinary action affecting such license

3. AGREEMENT TERM.

A. Length. This Agreement shall have a 12-month term beginning on the date written above and shall terminate on June 30, 2027 or when the Maximum Amount of budgeted funds, as defined in Section 4, have been exhausted..

B. Renewal. This Agreement may renew for additional 12-month terms for up to an additional two years. The Commission must first confirm the program continues in its strategic plan, contractual requirements have been met, and funding is available. Commission discussion and approval is required for all renewals.

4. TOTAL PRICE CEILING.

Notwithstanding any other provision of this Agreement, in no event shall the cost to Commission for the services to be provided herein exceed the maximum sum of Sixty Five Dollars (\$65.00) per hour and/or a total price ceiling of Eight Thousand Dollars (\$8,000.00) the ("Maximum Amount") for the term of the Agreement. Provider agrees to accept payment in accordance herewith in full satisfaction for such services.

5. METHOD OF PAYMENT.

A. Provider shall invoice the Commission not more frequently than monthly but no less than quarterly for its services provided under this Agreement to provide the services

described herein. Invoices will reflect services for the period billed, indicating the dates of service, provider of service, and the number of hours incurred at a rate of Sixty Five Dollars (\$65.00) per hour. The rate is based on approximately ten (10) hours of support each month over the term of the Agreement, however, because of program launch and onboarding, it is expected that Provider may work additional hours in the first few months of service to ensure compliance.

B. Invoices may be submitted electronically to:

First5@yuba.gov

Or by mail to:

First 5 Yuba
Attn: Finance
1114 Yuba Street, 141
Marysville, CA 95901

C. Provider assumes full financial liability for services provided outside the scope of this Agreement.

6. INSURANCE.

A. General Liability. Provider shall maintain and provide the Commission with proof of a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate.

B. Professional Liability insurance of not less than one million dollars (\$1,000,000) as appropriate to the service being rendered, including coverage for medical malpractice, error, and/or omissions.

C. Worker's Compensation. If required by California law, Provider shall also maintain worker's compensation insurance in accordance with California law, and employer's liability insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence.

D. Said policies shall remain in force through the life of this Agreement and shall be payable on a claims made basis. Additionally, First Five Yuba, its Commission, officers, and employees shall be named as additional insured on the policies required by sections 6.A. above. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement.

E. During the term of this Agreement, Provider shall furnish the Executive Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Provider shall provide upon request complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

7. ASSIGNMENT AND SUBCONTRACTS.

A. Assignment. Provider shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement, without the prior express written consent of Commission. Any assignment without such approval shall be void and, at Commission's option, shall terminate this Agreement. Any change in the corporate structure of the Provider, the governing body of Provider, the management of Provider or the transfer of assets in excess of 10 percent of the total assets of Provider shall be deemed an assignment of benefits under the terms of this Agreement requiring Commission approval.

B. Subcontracting. Provider shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of Commission. If Commission consents to Provider's hiring of subcontractors, all subcontractors shall be deemed to be employees of Provider, and Provider agrees to be responsible for their performance. Provider shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. Provider shall cause all of the provisions of this Agreement, in its entirety, to be included in and made a part of any subcontract executed in the performance of this Agreement.

C. All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to Commission within thirty (30) days of execution of the subcontract.

8. OWNERSHIP OF DOCUMENTS, WORK PRODUCTS, AND DURABLE GOODS.

A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the Commission, and Provider agrees to deliver and assign the foregoing to the Commission, upon completion of the services hereunder or upon any earlier termination of this Agreement. Provider assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the Commission without restriction or limitation on their use. No charge will be made for any of the foregoing.

B. During and following the term of this Agreement, Provider shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Provider was compensated by the Commission without the express written permission of the Executive Director or his/her designee.

9. INDEMNIFICATION.

A. For purposes of this Section 9, "Provider" shall include Provider, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Provider or its subcontractors, in the performance of this Agreement. "Commission" shall include Commission, its officers, agents, employees and volunteers.

B. To the fullest extent permitted by law, Provider shall indemnify, hold harmless, and defend Commission from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Provider's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Provider or failure to comply with any provision in this Agreement.

C. Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall

include injury to any personal or real property. Provider shall not be required to indemnify Commission for such loss or damage as is caused by the sole active negligence or willful misconduct of the Commission.

D. Such costs and expenses shall include reasonable attorneys' fees for counsel of Commission's choice, expert fees and all other costs and fees of litigation. Provider shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

E. The obligations of Provider under this Section 9 are not limited by the provisions of any workers' compensation act or similar act. Provider expressly waives its statutory immunity under such statutes or laws as to Commission.

F. Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Provider's behalf.

G. Commission does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Provider's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

10. CONFIDENTIALITY.

A. Provider shall comply with, and will require its officers, employees, agents, sub-Providers and partners to comply with, all applicable Federal and State laws and regulations regarding the confidentiality of applications and records concerning an individual made or kept by the Provider and shall keep such matters confidential and not open to examination for any purpose not directly connected with the administration of this Agreement or the services required by this Agreement.

B. HIPAA Confidentiality. Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), Commission is a covered entity under the Act and therefore Provider is not permitted to use or disclose health information in ways that Commission could not. This protection continues as long as the data is in the hands of the Provider. The Provider shall establish and maintain procedures and controls acceptable to Commission to protect the privacy of members' information in accordance with applicable law and adopted Commission policy. Unless the Provider has the member's written consent as required by and in accordance with applicable law, the Provider shall not use any personally identifiable information obtained for any reason other than that required by this Agreement.

C. Provider shall inform all of its officers, employees, agents, sub-Providers and partners of the above provisions and that any person knowingly and intentionally violating the applicable confidentiality laws and regulations may be guilty of a crime.

11. NONDISCRIMINATION.

A. During the performance of this Agreement, Provider shall not unlawfully discriminate, harass, or allow harassment against any recipient of services, employee, or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, sexual preference, or use of leave authorized by law. Provider shall ensure that its

evaluation and treatment of recipients of services, employees, and applicants for employment are free of such discrimination and harassment. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

B. Provider shall comply with the following: Provisions of Title VI of the Civil Rights Act of 1964 (42 USC § 2000), as amended by the Equal Opportunity Act of March 24, 1972 (P.L. 92-261), Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the Americans with Disabilities Act.

C. Statement of Compliance. By signing this Agreement, Provider hereby certifies under penalty of perjury, as defined in California law, that Provider has, unless exempted, complied with the nondiscrimination requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

12. RELIGIOUS ACTIVITIES. Provider shall not, when conducting work funded by this Agreement: (A) Discriminate against anyone in employment or hiring based on religion; (B) Discriminate against any persons served based on religion; nor (C) Provide any religious instruction, worship, or counseling.

13. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. No funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

14. LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. Provider agrees to administer this Agreement in accordance with all applicable Commission policies, as well as any local, county, state, and federal laws, rules, and regulations applicable to its operations and shall comply with all laws including, but not limited to, those relevant to protected health information, wages and hours of employment, occupational safety, fire, safety, health, and sanitation standards and directives, guidelines, and manuals related to this Agreement. Provider shall keep in effect all licenses, permits, notices, and certificates required by law, and by this Agreement.

15. NOTICES. Notices shall be given to Commission at the following location:

FIRST FIVE YUBA
1114 Yuba Street, Suite 141
Marysville, CA 95901

Notices shall be given to Provider at the following address:

KIMBERLY MCREYNOLDS, R.N.
24 Santos Way
Chico, CA 95973

16. INDEPENDENT PROVIDER.

A. Both parties understand and agree that Provider is an independent contractor and that no relationship of employer-employee exists between the Commission and Provider. Neither Provider nor Provider's assigned personnel shall be entitled to any benefits payable to employees of the Commission.

B. Provider shall serve solely in a consultative capacity and shall not provide direct medical care, diagnosis, treatment, prescribing services, or establish a provider-patient relationship with Commission clients.

17. PUBLIC RECORDS ACT. Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

18. GOVERNING LAW AND CHOICE OF FORUM. This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yuba County. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. TERMINATION.

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within the fifteen-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

B. This Agreement may be terminated for any reason by either party at any time during its term, by giving a thirty-day written notice to the other party.

20. BINDING ON SUCCESSORS; NO THIRD-PARTY BENEFICIARIES. This Agreement shall be binding on the successors and assigns of the parties. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

21. WAIVER. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by Commission or Provider unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by Commission or Provider of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

22. REMEDIES NON-EXCLUSIVE. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights,

powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

23. NO PRESUMPTION AGAINST DRAFTER. Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.

24. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature

25. INTEGRATION. This Agreement, including the language preceding the Agreement and the Agreement itself, represents the entire understanding of Provider and Commission as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may be amended only by written instrument signed by the Commission and Provider.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

26. AUTHORITY. By signing below, the parties to this Agreement represent that they have the authority to enter into this Agreement and that they agree to abide by the terms and conditions specified above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written.

FIRST FIVE YUBA COUNTY CHILDREN & FAMILIES COMMISSION

Ericka Summers, Executive Director

Date

KIMBERLY MCREYNOLDS, R.N.

Kimberly McReynolds, R.N.

Date

APPROVED AS TO FORM:

Gary Bell, Attorney

Date

AGENDA ITEM 5
June 25, 2026

Subject	Contract for Consulting services: July 1, 2026- June 30, 2027
Supporting Document(s)	1. Draft Contract Agreement
Overview	Through this contract the CACFF team will support the commission to provide technical assistance (TA), strategic facilitation, and project management support. The goal is to help First 5 Yuba and its funded partners develop collaborative strategies for leveraging Proposition 10 funding, advancing Medi-Cal and CalAIM opportunities, and promoting long-term sustainability of Yuba County's early childhood system of care.
Recommendation	Approve Contract.
Fiscal Impact	Services will not exceed a budgeted amount of \$10,000
Action Requested	Motion to approve the contract for consulting services with the First 5 Association of CA and allow the executive director to carry out contracting edits and scope of services in alignment with the approved contract.

FIRST FIVE YUBA COMMISSION
CONTRACT NO: A27-10#

THIS AGREEMENT (“Agreement”) is made this July 1, 2026, by and between the FIRST FIVE YUBA COUNTY, CHILDREN & FAMILIES COMMISSION (“Commission”), and California Children and Families Foundation (“CACFF”) individually referred to herein as “party” or “provider” and collectively as the “parties.”

RECITALS

WHEREAS, the Commission is authorized by Health and Safety Code Section 130140.1 to make contracts as necessary to implement its strategic plan; and

WHEREAS, the Commission is authorized by those provisions to contract with persons specially trained, experienced, expert and competent to perform special services in Yuba County; and

WHEREAS, CACFF warrants that it is qualified and agreeable to render the work proposed contract for consulting and Technical Assistance (TA), which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the CACFF team supports the First 5 Network to conduct policy analysis, facilitate group learning opportunities, and provide TA to First 5 Network and implementation partners on relationships and contracts with Medi-Cal managed care plans.

WHEREAS, through this contract the CACFF team will support the commission to provide technical assistance (TA), strategic facilitation, and project management support. The goal is to help First 5 Yuba and its funded partners develop collaborative strategies for leveraging Proposition 10 funding, advancing Medi-Cal and CalAIM opportunities, and promoting long-term sustainability of Yuba County's early childhood system of care.

NOW, THEREFORE, the Commission and CACFF agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS.

The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.

2. TYPE OF AGREEMENT.

A. Provider agrees to use the funds under this Agreement to pay for the services specified in **Exhibit A** categorized as consulting and technical assistance related to Facilitate strategic planning discussions and stakeholder engagement to identify effective uses of Proposition 10 funds and strengthen the local early childhood system. For the purposes of this scope of services, the CACFF team supporting the activities will consist of CACFF employees and sub-contracting partner, Respond Mindfully LLC.

B. Provider shall provide all equipment, personnel, labor, and materials necessary to provide the foregoing services in accord with this Agreement. Provider warrants that it and all

its employees have all necessary licenses and/or permits required both by law and all appropriate agencies and agrees to maintain such licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by Commission. In the event of any conflict between any of the provisions of this Agreement (including Exhibits) the provision that requires the highest level of performance from Provider for the Commission's benefit shall prevail.

3. CONTRACT TERM.

This Agreement shall be a one-year term agreement to begin on the date written above and shall terminate with the completion of the project by June 30, 2027, or when funds have been exhausted. Which means that all work required by this Agreement shall be completed by that date.

4. TOTAL PRICE CEILING.

Notwithstanding any other provision of this Agreement, in no event shall the cost to Commission for the work to be provided herein exceed the maximum sum of \$10,000 for the term of the Agreement or such other sums as are budgeted for Provider's services by the Commission in a fiscal year. Notwithstanding anything to the contrary in **Exhibit A** attached hereto.

5. METHOD OF PAYMENT.

A. Provider shall invoice the Commission not more frequently than monthly but no less than quarterly for its services provided under this Agreement and for reimbursable expenses to provide services attached hereto as **Exhibit A**. Invoices will reflect services for the period billed, indicating the dates of service, provider of service, and the number of hours incurred at a rate of \$240 per hour not to exceed Ten Thousand Dollars (\$10,000). Other expenses shall be supported by vendor invoices or other documentation acceptable in the reasonable discretion of Commission's Executive Director.

C. Provider assumes full financial liability for services provided outside the terms of this Agreement.

6. INSURANCE.

A. General Liability. Provider shall maintain and provide the Commission with proof of a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate.

B. Worker's Compensation. If required by California law, Provider shall also maintain worker's compensation insurance in accordance with California law, and employer's liability insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence.

C. Said policies shall remain in force through the life of this Agreement and shall be payable on a claims made basis. Additionally, Commission shall be named as additional insured on the policies required by sections 6.A. and 6.B. above. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement.

D. During the term of this Agreement, Provider shall furnish the Executive Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Provider shall provide upon request complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

7. ASSIGNMENT AND SUBCONTRACTS.

A. Assignment. Provider shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement, **unless specified in Exhibit A**, without the prior express written consent of Commission. Any assignment without such approval shall be void and, at Commission's option, shall terminate this Agreement. Any change in the corporate structure of the Provider, the governing body of Provider, the management of Provider or the transfer of assets in excess of 10 percent of the total assets of Provider shall be deemed an assignment of benefits under the terms of this Agreement requiring Commission approval.

B. Subcontracting. Provider shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of Commission. If Commission consents to Provider's hiring of subcontractors, all subcontractors shall be deemed to be employees of Provider, and Provider agrees to be responsible for their performance. Provider shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. Provider shall cause all of the provisions of this Agreement, in its entirety, to be included in and made a part of any subcontract executed in the performance of this Agreement.

C. All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to Commission within thirty (30) days of execution of the subcontract.

8. OWNERSHIP OF DOCUMENTS, WORK PRODUCTS, AND DURABLE GOODS.

A. Notwithstanding the foregoing, Provider may keep copies of materials prepared under this Agreement and may make use of those materials in its law practice generally, subject to its duties to protect the Commission's confidences.

9. INDEMNIFICATION. Provider and Commission agree to indemnify, defend, and hold the other party harmless from any and all liabilities and from any and all claims and losses to anyone who may be injured or damaged by reason of willful misconduct or negligent performance of this Agreement. Parties agree to immediately notify the other if any legal action is filed related to work connected with this Agreement.

10. CONFIDENTIALITY.

A. Provider shall comply with, and will require its officers, employees, agents, sub-Providers and partners to comply with, all applicable Federal and State laws and regulations regarding the confidentiality of applications and records concerning an individual made or kept by the Provider and shall keep such matters confidential and not open to examination for any purpose not directly connected with the administration of this Agreement or the services required by this Agreement.

B. Provider shall inform all of its officers, employees, agents, sub-Providers and partners of the above provisions and that any person knowingly and intentionally violating the applicable confidentiality laws and regulations may be guilty of a crime.

11. NONDISCRIMINATION.

A. During the performance of this Agreement, Provider shall not unlawfully discriminate, harass, or allow harassment against any recipient of services, employee, or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, sexual preference, or use of leave authorized by law. Provider shall ensure that its evaluation and treatment of recipients of services, employees, and applicants for employment are free of such discrimination and harassment. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

B. Provider shall comply with the following: Provisions of Title VI of the Civil Rights Act of 1964 (42 USC § 2000), as amended by the Equal Opportunity Act of March 24, 1972 (P.L. 92-261), Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the Americans with Disabilities Act.

C. Statement of Compliance. By signing this Agreement, Provider hereby certifies under penalty of perjury, as defined in California law, that Provider has, unless exempted, complied with the nondiscrimination requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

12. RELIGIOUS ACTIVITIES. Provider shall not, when conducting work funded by this Agreement: (A) Discriminate against anyone in employment or hiring based on religion; (B) Discriminate against any persons served based on religion; nor (C) Provide any religious instruction, worship, or counseling.

13. SMOKE-FREE PREMISES. Provider shall prohibit the use of tobacco, marijuana, and e-cigarette on its premises. "Premises" shall include all property owned, leased, or occupied by Provider, including its offices and day care centers, if applicable.

14. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. No funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

15. NOTICES. Notices shall be given to Commission at the following location:

FIRST FIVE YUBA
1114 Yuba Street, Suite 141
Marysville, CA 95901

Notices shall be given to Provider at the following addresses:

CALIFORNIA CHILDREN AND FAMILIES FOUNDATION
1115 Atlantic Avenue
Alameda, CA 94501

16. **INDEPENDENT PROVIDER.** Both parties understand and agree that Provider is an independent contractor and that no relationship of employer-employee exists between the Commission and Provider. Neither Provider nor Provider's assigned personnel shall be entitled to any benefits payable to employees of the Commission.

17. **PUBLIC RECORDS ACT.** Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

18. **GOVERNING LAW AND CHOICE OF FORUM.** This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yuba County. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. **TERMINATION.**

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within the fifteen-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

B. This Agreement may be terminated for any reason by either party at any time during its term, by giving a thirty-day written notice to the other party.

20. **INTEGRATION.** This Agreement, including the language preceding the Agreement and the Agreement itself, represents the entire understanding of Provider and Commission as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may be amended only by written instrument signed by the Commission and Provider.

21. **AUTHORITY.** By signing below, the parties to this Agreement represent that they have the authority to enter into this Agreement and that they agree to abide by the terms and conditions specified above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written.

FIRST FIVE YUBA COUNTY CHILDREN & FAMILIES COMMISSION

Ericka Summers, Executive Director

Date

CALIFORNIA CHILDREN AND FAMILIES FOUNDATION

Avo Makdessian, Executive Director

Date

DRAFT

EXHIBIT A
Scope of Work

First 5 Yuba seeks to contract with California Children and Families Foundation for Medi-Cal TA, strategic facilitation, and project management. TA will support First 5 Yuba's efforts to engage funded partners in collaborative and strategic facilitated discussions related to leveraging Prop 10 dollars and long-term sustainability. For the purposes of this scope of services, the TA team will consist of CACFF employees and subcontracting partner, Respond Mindfully LLC.

CACFF will provide up to 40 hours of TA through this grant to First 5 Yuba staff. Activities will include:

1. Support with planning and facilitation of strategic discussion and co-development of content with stakeholders to help drive agenda about how to best use Prop 10 funds to leverage and support Yuba County's early childhood system of care.
2. Support Executive Director and other staff with strategic discussions related to leveraging Prop 10 funding, project management, and other related supports.
3. Support First 5 Yuba in analyzing existing funded programs and develop a plan to align them with sustainable solutions, such as CalAIM benefits and other public funding programs. This will help drive conversations with all stakeholders about how to best allocate and be thoughtful stewards of Prop 10 dollars when other public dollars cannot be leveraged or accessed. May include the creation of a guiding document, or concept paper to help promote understanding and collaboration among partners.
4. Provide First 5 partners one-on-one Medi-Cal policy support, including details on the process of becoming a contracted provider with a Medi-Cal managed care plan as a community organization.
5. Exploring how First 5 Yuba's future funded partner contracts could be amended to support additional collaboration, illustrate sustainability and/or accountability for CalAIM implementation.

Total hours not to exceed 40 at an hourly rate of \$240. Total budget not to exceed \$10,000.

AGENDA ITEM 6
June 25, 2026

Subject	Supplemental Funding Opportunities
Supporting Document(s)	<ul style="list-style-type: none"> a. Staff Narrative b. Draft grant application & budget
Overview	The Commission will review and consider additional grant revenue to support the mission of First 5 Yuba, increase access to services and support sustainability in alignment with the 2026-2031 Strategic Plan.
Discussion	Refer to staff narrative
Recommendation	Consider approval for the Executive Director to move forward in accepting and executing all contracts related to the outlined applications in order to timely meet the requirements of external grant contract requirements.
Fiscal Impact	Potential additional secured revenue for FY 26/27 FY in the amount up to \$385,000.
Action Requested	Motion to approve additional revenues sources and authorize the Executive Director to negotiate terms of the agreement including but not limited to, scope of work, budget, etc., and carry out all administrative duties necessary to execute the agreement(s) and implement services.



Agenda Item 6 Supplemental Funding Opportunity

OVERVIEW

As smoking rates continue to drop, Proposition 10 allocations also decline. Since June of 2019, The Executive Director (ED) has been working to secure funding from external revenue sources that align with First 5 vision and mission in order to sustain funding and meet the needs of families serving the 0-5 population.

First 5 staff have been working with local partners to both braid funding and secure additional resources to enhance services, increase access and reduce duplication of services. The following is a list of newly secured revenues expanding services in FY 25/26.

1. **California Office of Traffic Safety-** Occupant Protection Program- Educate parents and guardians on child safety seat laws, child safety seat check-ups, Proper installation, and providing child safety seats to families in need. By 2026, these investments will enable First 5 Yuba to significantly increase our capacity to serve more children and families in Yuba County and enhance injury prevention efforts in alignment with our 2021-2026 Strategic Plan.
 - a. October 2025- September 2026: \$175,000
2. **CARB:** [California Air Resources Board \(CARB\)](#). In collaboration with California Health Collaborative, we submitted a Community Planning and Capacity Building Grant Program to advance clean mobility, safe routes, and community engagement in Linda. This Grant Aligns closely with our Office of Traffic Safety Grant and would provide a platform to enhance our local systems and build relationships with other key partners, CDSA, Sherrif, First Responders etc. Part of the grant would also bring culturally appropriate leadership and advocacy training opportunities to build parent voice. First 5 is a applicant.
 - a. **Sub-applicant** - \$150,000 (18,000 pass through for evaluation)
 - b. July 1, 2026 – January 2028
3. **District Priority Funds- Supervisor Vasquez:** Requested funding will support: General maintenance and minor repairs, such as mechanical upkeep, and interior improvements, to preserve the integrity and reliability of the unit. Investments in enhanced marketing strategies, including radio, social media, print materials, and a newly wrapped mobile clinic, will increase program visibility across Yuba County, helping families better understand available services and how to access them. As well as outreach and intervention tools
 - a. First 5: **\$10,000** – All funds go directly to Toothmobile upgrades
 - b. June 2026- August 2026

4. **Yuba County Probation:** Extend MOU to provide early intervention and education to create a comprehensive and integrated delivery system of information and services to promote early childhood development. Support parenting education, child health and wellness, early childcare and education, and family support services; and educate clients on the importance of early childhood development and smoking cessation. To provide direct services, support and system navigation for Juvenile and Adult clients with young children ages 0-5 and their families for the purposes of reducing adverse childhood experiences, supporting recovery and keeping clients out of the judicial system.
 - a. July 1, 2026 – June 30, 2027
 - b. \$50,000

New potential additional external (non–Prop 10) revenue sources total: **~\$385,000**

PURPOSE

First 5 is seeking approval from the Commission to move forward in accepting external revenues and executing all contracts outlined in this narrative, in order to effectively and efficiently meet the requirements of grant contract. In addition, these external revenues will support First 5 sustainability in alignment with the 2021-2026 Strategic Plan.

OUTCOME

External revenues will assist with offsetting Proposition 10 deficits in the upcoming budget year and:

- Increase family access to early interventions services & behavioral health supports (Help Me Grow, Perinatal support and navigation, home visiting supports)
- Expand outreach and education opportunities
- Expand Community engagement, injury prevention efforts throughout Yuba County
- Target new priority populations

BUDGET

Potential additional secured non- Prop 10 revenue for FY 26/27 **~\$385,000**

Things to consider:

- Limited term funding

1. GRANT TITLE Child Passenger Safety Program	
2. NAME OF AGENCY Yuba County	3. Grant Period From: 10/01/2026 To: 09/30/2027
4. AGENCY UNIT TO ADMINISTER GRANT First 5 Yuba County	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving children under the age of sixteen years old. The funded strategies may include education, child safety seat check-ups, community events, presentations, and training. Other countermeasures may include education on how to install and fit a child safety seat, how to meet the 5-step test, properly fitting child safety seats, providing educational materials, and the distribution of child safety seats. Efforts should be conducted in at-risk communities and coordinated in collaboration with community-based organizations.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$175,000.00 Allocation is contingent upon availability of federal funds.	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*The item shown with an asterisk (*), is hereby incorporated by reference and made a part of this agreement as if attached hereto. This document can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>Use of OTS Grant Agreement template in lieu of the California Model Agreement (CMA) The California Office of Traffic Safety (OTS) utilizes its standardized OTS Grant Agreement template for awards. The format, structure, and uniformity of the OTS Grant Agreement template allows for processing through Grant Electronic Management System (GEMS). OTS's approach to using the OTS Grant Agreement template is consistent with the California Model Agreement (CMA) developed by University of California Office of the President (UCOP) and directed by the Department of General Service (DGS). For more information, please review the OTS Grant Program Manual.</p> <p>Pre-Agreement Work No work shall commence and no costs shall be incurred prior to the grant start date or the grant agreement being fully signed and executed. Any such costs are incurred at the grantee's own risk and may not be reimbursed.</p>	

8. Approval Signatures

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the grant terms and conditions described herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

A. GRANT DIRECTOR NAME: Ericka Summers TITLE: Executive Director EMAIL: esummers@yuba.gov PHONE: (530) 701-7080 ADDRESS: 1114 Yuba Street, Suite 141 Marysville, CA 95901 _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL NAME: Melissa Shaw TITLE: Commission Chair EMAIL: mshaw@yuba.gov PHONE: 530-749-6390 ADDRESS: 5730 Packard Ave, Ste. 100 Marysville CA 95901 _____ (Signature) (Date)
C. FISCAL OFFICIAL NAME: Rich Eberle TITLE: Controller/Auditor EMAIL: rwebb@yuba.gov PHONE: 530-7497810 ADDRESS: 915 8th St. Marysville CA 95901 _____ (Signature) (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Stephanie Dougherty TITLE: Director EMAIL: stephanie.dougherty@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 _____ (Signature) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Jessica Chan ADDRESS: 2208 Kausen Dr. Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: DZE1PNJ7FZE6 REGISTERED ADDRESS: 5730 Packard Ave, Suite 100 CITY: P.O. Box 2320 ZIP+4: Marysville, CA 95901-7117 Marysville CA 95901-7117
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		
				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				\$168,261.00		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above, notwithstanding allocations contingent on availability of federal funds.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				\$ 0.00		
OTS ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE		

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

This grant will serve Yuba County, a rural county in Northern California located approximately 45 miles north of Sacramento, with an estimated population of 89,000 residents in 2025. The grant will primarily benefit families who have or care for children ages 0–12, a population that faces elevated safety risks due to the county's geographic and transportation characteristics.

Yuba County includes two incorporated cities, Marysville and Wheatland, as well as multiple unincorporated and rural communities. While services will be available countywide, targeted efforts will focus on underserved suburban communities such as Linda, Olivehurst, and Arboga, along with geographically isolated foothill communities including Brownsville, Challenge, Dobbins, and Camptonville located at the base of the Sierra Nevada mountains at elevations of approximately 2,800 feet.

The county's transportation network is largely composed of mountainous and winding rural roadways, highways, and agricultural access roads. These roadways often experience higher vehicle speeds, limited safety infrastructure, and extended emergency response times, increasing the likelihood of severe injury during traffic crashes—particularly for child passengers.

These geographic and demographic factors create distinct child passenger safety challenges in Yuba County, including barriers to accessing education, car seat inspections, and proper safety equipment. This opportunity will address these continued needs through equitable and targeted outreach, improved access to child passenger safety education and inspections and community-specific strategies designed to reduce preventable injuries and fatalities among children in rural and underserved areas.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

Fatality crash rates are often disproportionately higher in smaller, rural counties due to factors such as higher travel speeds, limited roadway safety infrastructure, longer emergency response times, and reduced access to prevention and education resources. In 2023, Yuba County was identified as having the fourth highest fatality crash rate in California, according to 2023 SWITRS data from the Caltrans Strategic Highway Safety Plan (SHSP) Dashboard. This alarming ranking demonstrates a critical public safety issue and clearly establishes the need for targeted, evidence-based strategies to reduce traffic-related fatalities and serious injuries.

Within this context, ensuring proper child restraint and correct car seat use is especially critical. Motor vehicle crashes remain a leading cause of injury and death for young children, and the risk of severe injury or fatality increases significantly when children are improperly restrained or not restrained at all. In high-risk, rural environments such as Yuba County, roads also present additional risks, as they tend to be narrower, winding, and less well-maintained, often with limited signage or lighting. Higher speed limits and longer emergency response times increase the severity of crashes, disproportionately affecting vulnerable children.

CPS misuse data collected during Federal Fiscal Year 2025 (October 1, 2024 through September 30, 2025) reveals a critical need: families require hands-on installation support, not just educational materials. Of the over 150 child safety seat inspections conducted by First 5 Yuba during this time frame, the two most common misuses were incorrect installation (too loose, missing tethers, etc.) and incorrect harness use (harness twisted, not tight enough).

These issues are not easily observed during routine traffic stops or emergency response, meaning children may appear properly restrained while still being at increased risk of injury in a crash. This creates an opportunity to strengthen collaboration with law enforcement and first responders as referral sources to connect families with the hands-on, one-on-one support they need.

Poverty and multi-generational socioeconomic factors and families living in rural communities further exacerbate disparities in child passenger safety. In Yuba County 15.4% of families live in poverty and often struggle to meet basic needs such as food, housing, and healthcare, leaving little room in the budget for appropriate car seats (US Census Data). Families living in rural areas also lack access to chain stores like Walmart, Target etc. where families can purchase reliable, federally compliant, child safety seats. As a result, many families in Yuba County obtain child safety seats through informal or secondary sources, including secondhand purchases, pass-downs, or other non-retail channels where safety and compliance cannot be verified. These practices increase the likelihood that children are transported in used, expired, or damaged seats. For children with special healthcare needs, additional safety risks may arise when families attempt to modify or adapt standard child safety seats without appropriate guidance or access to specialty restraint systems.

In Yuba County, families from Hispanic, Hmong, and other foreign born communities, including a growing population of Afghan families, (some who are refugees), face multiple barriers to securing appropriate child passenger safety systems, as language differences and unfamiliarity with California car seat laws limit their ability to understand and access safe options. In California, 46% of children live with at least one foreign-born parent (Kidsdata.org, Urban Institute, 2021). Research also shows that immigrants from countries where car seat laws are less common or non-existent often lack knowledge about proper car seat use and installation, with some believing it's safer to hold a child in their arms than use a car seat (USC Center for Health Journalism). In Yuba County, with a Hispanic or Latino population of 32.5% and a foreign-born population of 12.5% (ACLU of Northern CA, U.S. Census Bureau, 2024), multilingual and culturally responsive car seat education is essential.

Children with autism and other special healthcare needs require specialty restraint systems (such as seats with specialty locks) that have limited availability, high cost and often require pre-authorization from healthcare plans. In California, an estimated 14% of children ages 0-17 have special healthcare needs, meaning they have or are at increased risk for a chronic physical, developmental, behavioral, or emotional condition and require health and related services beyond that required by children generally (Kidsdata.org, National Survey of Children's Health, 2016-2019). In 2025, First 5 saw a five percent (5%) increase in the number of children being served who were identified as having special needs or developmental delays. In parallel within the last six months, First 5 has served three children with special healthcare needs requiring extended educational instruction, specialty equipment, referrals as well as coordination with medical professionals.

Lastly, First 5 will strive to address internal system inefficiencies and processes. Current paper-based data collection methods are time-consuming and prevent immediate intervention during appointments. Manual data entry after appointments delays our ability to identify trends, respond to safety concerns in real-time, and provide timely follow-up to families. This inefficiency also limits our capacity to quickly share critical safety information with law enforcement and community partners, reducing the overall effectiveness of our child passenger safety program.

Define the target population the grant intends to serve and how they are affected by the problem(s).

This grant will serve vulnerable and underserved populations in Yuba County, focusing on children ages 0–8 and their families. Priority populations include Hispanic, Hmong, Afghan, and Iranian communities, low-income families, isolated rural residents, refugee and immigrant families, and children with special healthcare needs or developmental delays, all of whom face disproportionate risks related to child passenger safety.

Rural families encounter significant geographic and resource barriers. Access to certified Child Passenger Safety Technicians (CPSTs), educational programs, and safe, age-appropriate car seats is limited. Families in the most rural areas must choose between transporting their children unsafely for up to 50 miles to reach inspection services or forgoing them entirely, as no public transit serves these isolated communities. These constraints contribute to inequities in safety education and equipment access, leaving rural and low-income children at higher risk of injury during crashes.

Children with special healthcare needs, including those with mobility limitations, sensory sensitivities, or developmental delays, require specialized restraints, individualized caregiver instruction, and coordination with healthcare providers. Without tailored support, these children are disproportionately vulnerable.

Cultural and linguistic barriers further exacerbate disparities. In Yuba County Hispanic families represent approximately 28% of the population, Hmong residents 8%, and immigrant populations from Afghanistan are growing. Families from these communities may face challenges understanding CPS guidance, including installation instructions, recall notifications, and vehicle safety recommendations. Multilingual and culturally responsive education is therefore critical to ensure equitable access.

Additionally, law enforcement officers and first responders are included as a key population for collaboration. By training and engaging these partners, the project will strengthen referral pathways to CPS services, ensuring families identified during traffic stops, crashes, or emergency responses are connected to hands-on support.

The intersection of rural isolation, poverty, limited literacy, language and cultural barriers, and specialized needs creates a pronounced equity gap in child passenger safety. Yuba County recorded 14 traffic fatalities and 522 injuries in 2019 (California Highway Patrol SWITRS). Research shows proper car seat use reduces the risk of death by 71% for infants and 54% for toddlers (NHTSA), yet the families who could benefit most from this protection face the greatest barriers to accessing it. By intentionally focusing on underserved families and collaborating with first responders, the program will reduce preventable injuries and fatalities and ensure that all children in Yuba County can travel safely in vehicles.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of vehicle occupants killed under age sixteen.
4. Reduce the number of vehicle occupants injured under age sixteen.
5. Increase child safety seat usage.
6. Reduce child safety seat misuse.

B. Objectives:

Target Number

1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate in National Child Passenger Safety Week and National Heatstroke Prevention Day.	1
3. Conduct highly publicized child safety seat checkups at community locations such as shopping centers, car dealerships or preschools to educate and empower parents and caregivers to properly install and use an appropriate car seat for their child. Car seat checks must be conducted by NHTSA-Certified Child Passenger Safety Technicians (CPST).	4
4. Certify, recertify or renew staff as NHTSA Child Passenger Safety Technicians.	5
5. Conduct child safety seat education classes with an effort to reach low-income residents, professionals transporting children, caregivers, and parents.	10
6. Participate in traffic safety fairs and/or community events with an effort to reach individuals.	6
7. Distribute OTS funded child safety seats at no-cost to families in need who receive child safety seat education. Car seat distributions must be conducted by NHTSA-Certified Child Passenger Safety Technicians (CPST).	100
8. Purchase OTS funded child safety seats.	100
9. Collaborate with traffic safety stakeholders (government organizations, health care agencies, law enforcement agencies, and/or community-based organizations) to reach individuals.	5
10. Participate in quarterly meetings with countywide child passenger safety stakeholders to collaborate on events, share best practices, and leverage resources.	4

11. Conduct individual child safety seat checkup by appointment to promote correct usage, with an effort to reach parents or caregivers. Car seat checks must be conducted by NHTSA-Certified Child Passenger Safety Technicians (CPST).	100
12. Identify grant funded, straight time personnel. Include any vacancies or staff changes that have occurred. For any vacancies, include the status of filling the vacancy.	4
13. Participate in highly publicized child safety seat checkups hosted by other agencies at community locations such as shopping centers, car dealerships or preschools to educate and empower parents and caregivers to properly install and use an appropriate car seat for their child. Car seat checkers must: be NHTSA-certified Child Passenger Safety Technicians (CPST); check for car seat recalls, use a standardized form to collect child safety seat misuse data, record corrections made, record seats installed, and have access to car seat instructions and resource materials.	2
3. METHOD OF PROCEDURE A. Phase 1 – Program Preparation (1st Quarter of Grant Year) <ul style="list-style-type: none"> • Develop operational plans to implement the “best practice” strategies outlined in the objectives section. • Conduct all training needed to implement the program, in the first quarter. • Purchase all grant related supplies and materials to implement the program, in the first quarter. • Items with a unit cost of \$5,000 or more (including tax and shipping) must comply with the Buy America Act. <u>Media Requirements</u> <ul style="list-style-type: none"> • Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate the reasons to your OTS grant coordinator and OTS PIO. 	
B. Phase 2 – Program Operations (Throughout Grant Year) <u>Media Requirements</u> The following requirements are for all grant-related activities: <ul style="list-style-type: none"> • Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated. • Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process. • The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator. • Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post. • If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. • News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related 	

activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).

- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so the OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of the event within 7 days following significant grant-related event or program. The OTS PIO and your OTS grant coordinator should still be notified in advance when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs must be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines and FAQs](#).
- Email the OTS PIO at pio@ots.ca.gov or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405b OP-27	20.616	Occupant Protection	\$168,261.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				
Procurement Manager (PM)	405b OP-27	\$57.70	520	\$30,004.00
Benefits - Procurement Manager	405b OP-27	\$82,708.00	1	\$20,677.00
Program Coordinator (PC)	405b OP-27	\$37.23	1,040	\$38,719.00
Benefits - Program Coordinator	405b OP-27	\$42,054.00	1	\$21,027.00
Bilingual Office Specialist (OS)	405b OP-27	\$28.37	520	\$15,195.00
Benefits - Bilingual Office Specialist	405b OP-27	\$44,716.00	1	\$11,179.00
Bilingual Program Coordinator	405b OP-27	\$33.90	208	\$7,615.00
Bilingual Program Aide	405b OP-27	\$26.51	208	\$5,514.00
<u>Overtime</u>				\$0.00
Category Sub-Total				\$149,930.00
B. TRAVEL EXPENSES				
In State Travel	405b OP-27	\$2,186.00	1	\$2,186.00
				\$0.00
Category Sub-Total				\$2,186.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
Child Safety Seats	405b OP-27	\$125.00	100	\$12,500.00
Communications	405b OP-27	\$20.00	12	\$240.00
CPS Instruction, Inspection and Training Supplies	405b OP-27	\$1,200.00	1	\$1,200.00
CPS Technician/Instructor Fees	405b OP-27	\$355.00	1	\$355.00

Educational Materials	405b OP-27	\$1,000.00	1	\$1,000.00
Computer or Tablet	405b OP-27	\$850.00	1	\$850.00
Category Sub-Total				\$16,145.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$168,261.00

BUDGET NARRATIVE
<p>PERSONNEL COSTS</p> <p>Procurement Manager (PM) – Child Passenger Safety Technician, administrative and fiscal support for grant. The PM is responsible for creating and reports from the robust database for taking participants and comparing year over year data.</p> <p>EXECUTIVE DIRECTOR (ED) - Child Passenger Safety Technician, administrative and fiscal support and oversight. The ED is responsible for creating and reports from the robust database for taking participants and comparing year over year data.</p> <p>Benefits – Procurement Manager – Claimed amounts must reflect actual benefit costs for straight time hours charged to the grant.</p> <p>Program Coordinator (PC) - Primary OTS grant contact, Child Passenger Safety Technician. theThe PC is responsible to spearhead planning and coordination of educational presentations including contacting partner organizations and non-traditional partners to set up classes and presentations, and plan and conduct educational classes using evidenced based curriculum at various locations in the community. The PC will be in charge of any developed or modified educational materials and ensure approval from appropriate state agencies</p> <p>Benefits - Program Coordinator - Claimed amounts must reflect actual benefit costs for straight time hours charged to the grant.</p> <p>Bilingual Office Specialist (OS) - Bilingual Child Passenger Safety Technician, to assist with reaching our Spanish speaking families. The OS will maintain the database for tracking participants. They will also perform a variety of general office support work such as <u>processing invoices and tracking financials</u>, filing, photocopying, typing, mail processing, supply ordering, and the maintenance of necessary records from various grant activities.</p> <p>Benefits - Bilingual Office Specialist - Claimed amounts must reflect actual benefit costs for straight time hours charged to the grant.</p> <p>Bilingual Program Coordinator - Bilingual Child Passenger Safety Technician, who provides supplemental direct program support including parent and provider education and child passenger safety inspections to assist with reaching our Dari/Farsi speaking families.</p> <p>Benefits Bilingual Program Coordinator – Bilingual – Claimed amounts must reflect actual benefit costs for straight time hours charged to the grant.</p> <p>Bilingual Program Aide - Bilingual Child Passenger Safety Technician, to assist with reaching our Hmong speaking families. Benefits will be covered by First 5 Yuba.</p>
<p>TRAVEL EXPENSES</p> <p>In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.</p>
<p>CONTRACTUAL SERVICES</p> <p>-</p>
<p>EQUIPMENT</p> <p>-</p>
<p>OTHER DIRECT COSTS</p> <p>Child Safety Seats - Unit cost not to exceed \$140 per seat (including booster seats) including sales tax, shipping and handling. Seats to be distributed at no cost during CPS checkups, appointments, fitting stations and traffic safety presentations. Infant only seats are not an allowable expense.</p> <p>Communications - Costs of mobile telephone service and cellular data for a tablet or laptop use at educational trainings and check up events.</p> <p>Cost share for mobile hot spot. OTS share – \$20/mo. x 12 mo. = 240.00</p>

Commented [ES1]: Due to a Staff retirement - duties will be distributed to ED and Office Specialist who will manage operations. Both are reflected in the budget and narrative

Commented [ES2R1]: No benefits will be encumbered for ED

Commented [ES3]: Office specialist (CPS) duties reassigned from PM to OS. This will include CPS duties as well as additional administrative duties

CPS Instruction, Inspection and Training Supplies - Supplies to conduct child passenger safety seat education, training, and inspections at check-up events, classes, and individual appointments. Costs may include LATCH manuals, demonstration dolls, traffic cones, pop-up tents, pool noodles, child safety seat clips, tote carriers, Personal Protective Equipment, and event signage. Costs may not include furniture such as but not limited to tables and chairs. Additional items may be purchased if approved by OTS.

Request to purchase a small utility trailer to support program activities and specifically objectives 3, 5, 6, 7, and 11. The trailer will provide secure, centralized storage and transportation for child safety seats, educational materials, and outreach equipment used only by CPSTs. It will improve program efficiency to deliver responsive 1:1 services at our office as well as at offsite locations such as the local birthing hospital. In addition, this trailer will expand access by enabling staff to bring services directly into rural and low-income communities through school events, community sites, and local gatherings. The trailer will function as a mobile equipment hub to support car seat checkups, education classes, and car seat distribution events while ensuring OTS-funded materials are safely stored and readily available. This equipment will increase access to lifesaving child passenger safety services across Yuba County, particularly for families in rural and underserved areas.

CPS Technician/Instructor Fees - Certification, recertification or renewal fees for technicians who successfully complete the NHTSA Child Passenger Safety Technician Certification or Renewal course or biennial requirements to re-certify. -

Certification Course: \$95
Certified Technician/ IC Recertification: \$55
Certified Instructor Recertification: \$60
Renewal Testing Course for Expired Certifications: \$95
Instructor Candidacy Application: \$85
Technician Proxy Application: \$25

Educational Materials - Costs of purchasing, developing, or printing brochures, pamphlets, fliers, coloring books, posters, signs, banners, and training materials associated with grant activities. Items shall include a traffic safety message and if space is available, the OTS logo. Draft materials must be submitted to OTS for approval. Additional items may be purchased if approved by OTS.

Computer or Tablet - For use in tracking or conducting grant activities and producing required reports. Costs may include a desktop computer, monitor, laptop, tablet, printer, software and accessories. Two (2) iPads to aid in transition from paper to full implementation of National Digital Check Form (NDCF) and allow for direct entry into the NDCF system. Also includes cost of protective case/cover, screen protector, covers, and sunshade for use outdoors in bright light.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from other grant funded program activities and maintained under separate accounting tracking codes (example: the same DUI checkpoint may not be funded by both the CHP Cannabis Tax Fund and the OTS).

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

**Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants
(23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)**

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d et seq.](#), 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, ([23 U.S.C. 324 et seq.](#)), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#)

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) ¹⁴ in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal 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;
 - c. 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 (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Cost Category	Unit Cost or Rate	Units	Cost to grant	Notes
Personnel Costs				
Executive Director	\$67.39	208.00	\$14,018.06	
Benefits Executive Director	\$36,840.00	1.00	\$3,684.00	
Program Coordinator	\$37.23	1040.00	\$38,720.97	
Benefits Program Coordinator	\$42,054.00	1.00	\$21,027.00	
Bilingual Office Specialist	\$28.37	1040.00	\$29,506.98	
Benefits Office Specialist	\$44,704.00	1.00	\$22,352.00	
Bilingual Program Coordinator	\$33.90	208.00	\$7,050.99	
Benefits - Program Coordinator	\$66,810.00	1.00	\$6,681.00	
Bilingual Program Aide	\$26.31	208.00	\$5,473.00	
Category Subtotal			\$148,514.00	
Travel Expenses				
In-State Travel	\$2,686.00	1.00	\$2,686.00	Increase by \$500- support more travel and accessibility in rural areas
Category Subtotal			\$2,686.00	
Contractual Services				
	\$0.00	1.00	\$0.00	
Category Subtotal			\$0.00	
Equipment				
	\$0.00	1.00	\$0.00	
Category Subtotal			\$0.00	
Other Direct Costs				
Child Safety Seats	\$125.00	100.00	\$12,500.00	
CPS Instruction, Inspection and Training Supplies	\$8,520.00	1.00	\$8,520.00	\$7,320 added funding for utility trailer from line items removed from original budget (office, comms, network office space)
CPS Technician/Instructor Fees	\$355.00	1.00	\$355.00	
Educational Materials	\$1,500.00	1.00	\$1,500.00	added \$500
Computer or Tablet	\$925.00	1.00	\$925.00	Added \$75- additional protective cover
			\$0.00	
Category Subtotal			\$23,800.00	
Indirect Costs				
			\$0.00	
Category Subtotal			\$0.00	
GRANT TOTAL			\$175,000.00	

Award	\$175,000.00
budget	\$175,000.00
difference	\$0.00

AGENDA ITEM 7
June 25, 2026

Subject	Children's Trust Fund Consideration
Supporting Document(s)	1. Tyler Enterprise GL Account Master Inquiry Report
Overview	In February the commission approved the final midyear budget and approved final transfer in reserves to cover the deficit totaling \$499,653. The commission will review current position and be asked to consider transfer In from Children's Trust Fund.
Staff Recommendation	In March Staff submitted a Journal Entry to the County Auditor to cover cash expenses through the first half of the 25/26 FY. Based on preliminary projections Staff is requesting an estimated transfer up to \$130,000 to ensure positive cash balance at June 30, 2026 for FY ending 26.
Fiscal Impact	NA
Action Requested	Transfer of Children's Trust dollars up to \$130,000 to operating account to ensure appropriate cashflow for year ending June 30, 2026 as requested and required by the County Auditor.

G/L ACCOUNT - MASTER INQUIRY

Org code: 8560 Yuba Co Children's Comm B/S Type: B A
 Object code: 11100 Cash Status: A
 Project code: Budgetary: N

Fund 8560 Yuba County Children's Comm
 Group 000 Undefined
 Function 000 No Function
 Department 000 No Dept
 Division 00000 Division Non-Operating
 Sub Division 0000000 Subdivision Non-Operating
 Future Use 1 00000 Future Use 1
 Future Use 2 0000 Future Use 2

Full description: Cash Short desc: CASH

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	271,836.97	.00	.00	.00
01	-164,561.42	.00	.00	.00
02	66,606.36	.00	.00	.00
03	-30,951.19	.00	.00	.00
04	54,828.06	.00	.00	.00
05	-124,148.06	.00	.00	.00
06	-84,227.68	.00	.00	.00
07	-30,037.61	.00	.00	.00
08	-90,793.96	.00	.00	.00
09	82,941.68	.00	.00	.00
10	72,409.46	.00	.00	.00
11	-37,947.77	.00	.00	.00
12	-75,295.83	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-89,340.99	.00	.00	.00

	CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	-51,842.00	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-51,842.00	Carry Fwd Budget	.00
Available Budget	.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00		.00
Actual-Last Yr	.00		.00
Estim-Actual	.00		.00
			.00
			.00

AGENDA ITEM 8

June 26, 2025

Subject	Final Reading- Fiscal Year (FY) 2026-2027 Budget & Long Range Financial Plan
Supporting Document(s)	<ol style="list-style-type: none">1. Budget Narrative2. 26-27 Budget3. Long Rang Financial Plan
Overview	<p>Pursuant to Health and Safety Code provisions and the County of Yuba Ordinance Code 4.45, the Commission must adopt a budget prior to the start of the fiscal year. This budget uses the most recent Prop 10 projections provided by the Department of Finance from May 2026.</p> <p>A final reading of the draft budget and long-range financial plan will be reviewed and discussed.</p>
Discussion	<p>The Commissioners will receive an update and final draft budget and long range financial plan to review and consider for the 26/27 fiscal year.</p>
Recommendation	<p>Review final budgets and accept the proposed budget authorizing the Executive Director to perform all operational and administrative duties necessary to implement the strategic plan in FY 2025/2026.</p>
Fiscal Impact	<p>Total Revenues \$976,785</p> <ul style="list-style-type: none">• Total Prop 10 Revenues: \$524,000 (estimate)• External Revenues sources: \$451,285 <p>Total Expenditures: \$1,128,873 Prop 10 expenditures total \$693,279.</p> <p>Costs are distributed into three expenditure categories in the following ways:</p> <ul style="list-style-type: none">• Administrative: \$221,515• Program: \$820,240• Evaluation: \$87154
Action Requested	<p>Motion to approve the proposed budget for FY 2026-2027</p> <p>Motion to approve the Long Range Financial Plan for FY 2026-2031</p>



Draft Budget Narrative Fiscal Year 2026-2027

Pursuant to Health and Safety Code provisions and the County of Yuba Ordinance Code 4.45, the Commission will adopt a budget prior to the start of each fiscal year. This narrative is intended to brief the Commission on the annual budget planning, revenues and the long range financial plan in accordance with Health and Safety Code provisions and the County of Yuba Ordinance Code 4.45 in adopting a budget for the 26/27 fiscal year.

OVERVIEW

Over the past decade tobacco tax revenues have been declining. The updated projections from May 2026 reflect a continued trend of lower-than-anticipated cigarette tax distributions a trend that has persisted over multiple quarters. This decline is not only sustained but appears to be accelerating faster than previously projected. Compounding this challenge is the instability of revenue forecasts from the California Department of Finance (DOF), which remain highly variable and difficult to rely on for long-term planning.

Given the steep and ongoing decline in Proposition 10 revenues, the Commission must continue to take a proactive, strategic, and forward-looking approach to fiscal stewardship. While preserving existing resources remains essential, it is equally important to explore innovative and non-traditional strategies that support long-term sustainability and continued investment in children and families. As outlined in the Long-Range Financial Plan, reliance solely on Trust Fund reserves is neither sustainable nor fiscally responsible. Current projections demonstrate that without thoughtful intervention, reserve balances will continue to decline as ongoing expenditures outpace recurring revenues.

In the urgency of this steep and lasting revenue decline the Executive Director has thoroughly reviewed the final draft budget and determined possible areas to reduce expenditures. Additional external grant revenues were secured to support program investments across all strategic goal areas and support sustainability.

DISCUSSION:

REVENUES: Total Revenues \$976,758

Prop 10 Revenue Projections: FY 2026-2027: **\$524,000**

Department of Finance (DOF) released updated Prop 10 projections in January of 2026 revised after one year post passage of Prop 31. The projected tobacco tax revenue allocation for Yuba County in 2026-2027 is projected **\$517,150** which is down ~6% percent from 25/26. Projected additional **\$6,850** for California Electronic Cigarette Excise Tax totaling **\$524,000**. Overall annual projections are down approximately 25% prior to the passage of the flavors ban.

External Grant Revenues:

Estimated external revenues include the following external grant revenues: **\$452,285**

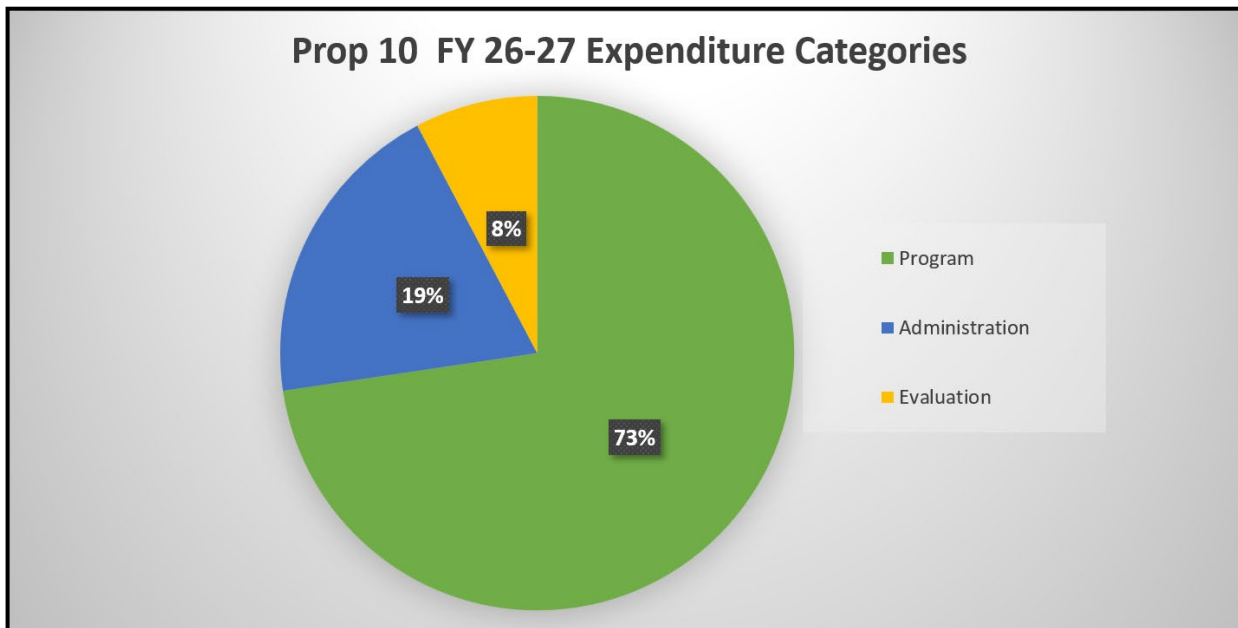
- FFCA IMPACT- \$39,915
- California Air and Resources Board - \$150,000
- Office of Traffic Safety- \$27,000 (through Sept.)
- Office of Traffic Safety- \$175,000(Beginning Sept.)
- Peach Tree Health – Developmental Screenings- \$17,800(includes Roll over)
- Feather River Air Quality Management District - \$5,250
- Health & Human Services \$6,800 (rollover)
- Yuba County Probation –\$50,000

EXPENDITURS: Total Expenditure \$1,128,873

ALLCOCATED EXPENDITURE CATAGORIES

In compliance with state law, expenditures made by the Commission shall be assigned to one of the three categories: *Administrative, Program and Evaluation*. In compliance with best practices in government finance, and First 5 Yuba Financial Policies & Procedures section 207 the Commission has established an upper limit on administrative expenditures at twenty percent (20%).

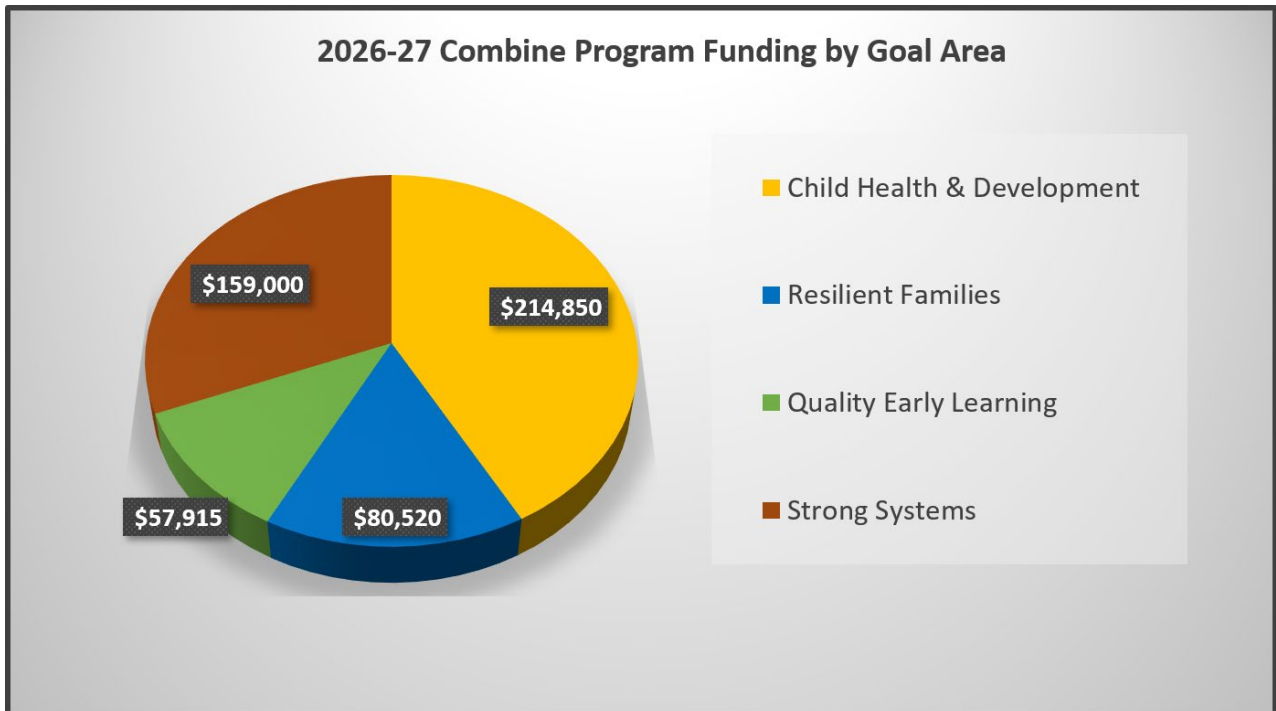
The chart below represents total Prop 10 expenditures for FY 26/27 \$820,204 allocated in the following ways: Program \$820,204 (72.7%); Evaluation \$87,154 (7.7%); Administrative \$221,515 (19.6%).



COMBINE PROGRAM EXPENDITURES

With additional external revenues (grant sources); total projected program investments for the upcoming fiscal year are **\$512,285**. Combine program funding is allocated to the following goal areas in alignment with our strategic plan:

- Child Health & Development - \$214,850
- Family Functioning - \$80,520
- Quality Early Learning - \$57,915
- Systems of Care - \$159,000



BUDGET HIGHLIGHTS (Prop 10)

Revenues:

Prop 10 Revenues continue to decline. Additional grant revenues help to offset the costs of program staff and some administrative burdens of Prop 10 (i.e., rent, network fees, salaries & benefits etc.)

Prop 10 Administrative Costs:

Salaries & Benefits:

Overall total salaries and benefits increased by \$55,000 from the prior FY. Factors include increase in annual COLA of 3.5% and increase in benefits packages. A total of 2.0 FTE is dedicated to Prop 10 sources, down 2.5 FTE from last FY. A majority of FTE are dedicated to grant funding.

Other Administrative Costs: Overall increase reasons include:

- Decrease in county A-87 charges of ~\$5,000
- Network fees decreased ~\$10,000

Prop 10 Program Expenditures

The projected total program expenditures for the upcoming FY are estimated to be **\$514,285** which reflects an increase from the previous year.

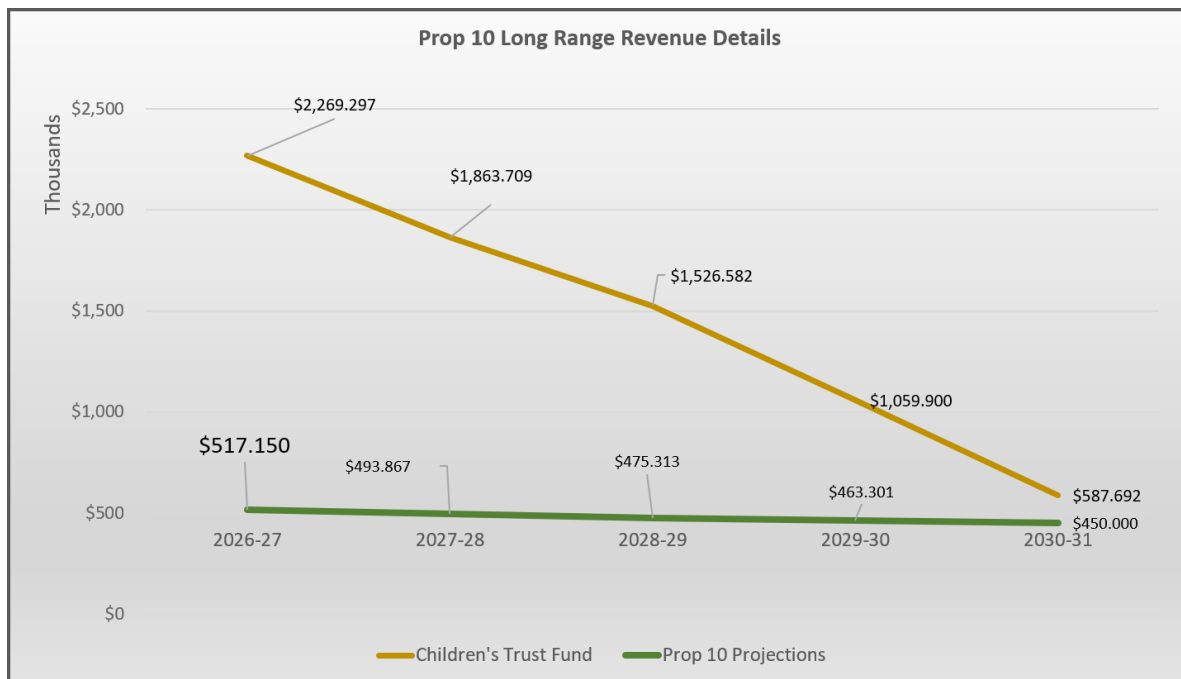
1. Addition of systems support in for technical assistance with CalAIM
2. Strategic Planning Services

Evaluation Expenditures

The projected Prop 10 Evaluation expenditures for the upcoming FY are estimated to remain consistent at decreased slightly to \$31,500. Grant projects have dedicated evaluation services also reflected in the budget.

Long Rang Financial Plan (LRFP):

The LRFP is an estimate of revenues and expenditures over the next 5 years. The accompanying Long-Range Financial Plan continues to project declining tobacco tax revenues and demonstrates that, without future adjustments to revenues or expenditures, reserve balances will continue to decline over the next five years. Staff will continue to monitor revenues, pursue external funding opportunities, and bring forward recommendations to ensure long-term fiscal sustainability while maintaining alignment with the Commission's 2026–2031 Strategic Plan.



Executive Director Comments

The FY 2026–27 budget reflects a balanced approach that allows the Commission to continue advancing the goals and priorities identified in the 2026–2031 Strategic Plan while providing time to evaluate future funding and operational strategies. Over the coming fiscal year, staff will work closely with consultants, partners, key stakeholders and the Commission to assess program investments, staffing structures, funding opportunities, and partnership models to ensure alignment with available resources and community needs. This work will include exploring diversification of revenue sources, pursuing grant and contract opportunities, strengthening strategic partnerships, and identifying efficiencies that maximize impact without compromising service quality.

The Commission's strong reserve position provides an opportunity to thoughtfully plan for the future rather than react to immediate fiscal pressures. The upcoming year will be critical in developing and implementing sustainable solutions that preserve First 5 Yuba's ability to serve as a catalyst, convener, and investor in systems that support the healthy development and school readiness of young children for years to come.

FY 2026-2027 ED Commitments and Actions

- Committed to leading a series of targeted efforts throughout the 2026-2027 fiscal year to address current fiscal challenges and lay the groundwork for long-term sustainability:
- Explore opportunities to leverage partnerships, shared resources, and collaborative funding models to maximize community impact and organizational efficiency.
- Work with the County to assess future staffing, infrastructure, and operational needs to ensure alignment with projected revenues and strategic priorities.
- Strengthen First 5 Yuba's role as a convener, catalyst, and advocate by fostering partnerships that improve coordination, access to services, and outcomes for young children and families.
- Monitor financial projections and revenue trends throughout the fiscal year and provide the Commission with recommendations to support informed decision-making and long-term sustainability.
-

FY 2026–2027 Strategic Priorities

To ensure ongoing financial security and organizational stability, the following initiatives will be prioritized in fiscal year 2026–2027:

1. **Establish a Fiscal Sustainability Ad Hoc**– Form a temporary committee made up of Commissioners, community stakeholders, and parents to evaluate and prioritize investments aligned with community-identified needs.
2. **Continue Aggressive Grant-Seeking** – Sustain and expand efforts to secure grant funding from a variety of public and private sources.

FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION

LONG RANGE FINANCIAL PLAN 2026-2031

	FY 26/27 Projections	FY 27/28 Projections	28/29 Projections	29/30 Projections	30/31 Projections
210 & 110 Fund Balance	\$ 2,269,297	\$ 1,863,709	\$ 1,526,582	\$ 1,059,900	\$ 587,692
Beginning of Year Fund Balance	\$ 2,269,297	\$ 1,863,709	\$ 1,526,582	\$ 1,059,900	\$ 587,692
REVENUE					
Tobacco Tax (Prop 10 & 56)	\$ 517,150	\$ 493,867	\$ 475,313	\$ 463,301	\$ 450,000
Other Income	\$ 435,165	\$ 175,000	\$ -	\$ -	\$ -
Interest Income (110 & 210)	\$ 50,000	\$ 20,000	\$ 20,000	\$ 15,000	\$ 15,000
TOTAL REVENUE	\$ 1,002,315	\$ 688,867	\$ 495,313	\$ 478,301	\$ 465,000
EXPENDITURES					
Program					
Special Needs Services					
Medical & Dental Home					
Behavioral Consultations					
Recreation and Enrichment	\$ 5,250				
Injury Prevention	\$ 175,000				
Maternal Health	\$ 6,800				
Help Me Grow System Navigation	\$ 25,000				
Total Improved Child Health & Development	\$ 212,050	\$ -	\$ -	\$ -	\$ -
Parent Education	\$ 50,000				
School Readiness					
Literacy Programs	\$ 24,000	\$ 24,000			
Playgroups & Creative Arts					
Improved Family Functioning- Resilient Families	\$ 74,000	\$ 24,000	\$ -	\$ -	\$ -
Workforce Development	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
Quality Early Learning Programs	\$ 39,915	\$ 39,915			
Quality Early Learning	\$ 42,000	\$ 57,915	\$ 18,000	\$ 18,000	\$ 18,000
Community Outreach, Education & Advocacy	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Community Engagement, Training and Leadership	\$ 132,000				
Early Childhood Systems Sustainability	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Strong Systems of Care	\$ 157,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Salaries & Benefits	\$ 475,161	\$ 478,287	\$ 478,287	\$ 457,812	\$ 457,812
Operating Expenses	\$ 98,194	\$ 101,140	\$ 104,174	\$ 107,300	\$ 110,519
Total Expenditures - Program	\$ 1,058,405	\$ 686,342	\$ 625,461	\$ 608,112	\$ 611,331
Evaluation					
Professional Evaluation Services	\$ 35,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Data Systems	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000
Salaries & Benefits	\$ 96,677	\$ 97,190	\$ 93,737	\$ 92,941	\$ 92,941
Operating Expenses	\$ 24,549	\$ 25,285	\$ 26,044	\$ 26,825	\$ 27,630
Total Expenditures - Evaluation	\$ 178,226	\$ 164,475	\$ 161,781	\$ 161,766	\$ 162,571
Administration					
Salaries & Benefits	\$ 48,529	\$ 48,752	\$ 44,534	\$ 46,507	\$ 46,507
Operating Expenses	\$ 122,743	\$ 126,425	\$ 130,218	\$ 134,125	\$ 138,148
Total Expenditures - Administration	\$ 171,272	\$ 175,177	\$ 174,752	\$ 180,632	\$ 184,656
TOTAL EXPENDITURES	\$ 1,407,903	\$ 1,025,995	\$ 961,994	\$ 950,509	\$ 958,557
Net Change in Fund Balance	\$ (405,588)	\$ (337,128)	\$ (466,681)	\$ (472,208)	\$ (493,557)
END OF YEAR FUND BALANCE	\$ 1,863,709	\$ 1,526,582	\$ 1,059,900	\$ 587,692	\$ 94,135

AGENDA ITEM 9
June 25, 2026

Subject	Executive Director Activity Report: May - June
Supporting Document(s)	ED report provided at meeting
Overview	The Commission will receive information on committees, First 5 CA and Association updates, operational/program activities, and the Executive Director special report.
Discussion	Further discussion upon inquiry
Recommendation	None
Fiscal Impact	None
Action Requested	None