# ADMINISTERED BY CHILDREN & FAMILIES COMMISSION OF FRESNO COUNTY

**DATE:** Wednesday, August 27, 2025 Lighthouse for Children

2405 Tulare Street

TIME: 12:00 p.m. - Regular Meeting Fresno, CA 93721

This Regular Meeting will also be broadcasted to the public via Zoom using the following link:

https://uso6web.zoom.us/j/81336673441?pwd=tQcuP8YJlhpVasFa5OpspAISWM7aHB.1

Meeting ID: 813 3667 3441 | Passcode: 422677

The public may participate in the meeting, as otherwise permitted under the Brown Act, by joining using the link above.

# **AGENDA**

ITEM	SUBJECT	PRESENTER
1.	CALL TO ORDER	Chair Chavez
2.	POTENTIAL CONFLICTS OF INTEREST  Any Commission Member who has potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter.	Chair Chavez
3.	PUBLIC COMMENT  This portion of the agenda is reserved for members of the public desiring to address the Commission on any matter not on this agenda. Limit two minutes per speaker.	Chair Chavez
<b>4.</b> <b>Action</b> Pg. 1	CONSENT AGENDA – ITEMS 4a-4b See attached Consent Agenda.  Overview: These matters are routine in nature and are usually approved by a single vote. Prior to action by the Commission, the public will be given the opportunity to comment on any Consent Item.	Chair Chavez F. González, E.D.
5. Action Pg. 33	APPROVE AGREEMENT WITH ANNA JAMES MILLER TO LIST FOR SALE COMMISSION-OWNED PROPERTY IN THE CITY OF HURON, CALIFORNIA	F. González, E.D. K. Rangel, Staff
<b>6.</b> Information Pg. 35	CHILDREN AND FAMILIES POLICY UPDATE	F. González, E.D. C.J. Hernandez, Staff
7. Information Pg. 37	EXECUTIVE DIRECTOR'S REPORT	F. González, E.D.
8. Information	ANNOUNCEMENTS / INFORMATION SHARING	Chair Chavez
9.	ADJOURNMENT	Chair Chavez
NOTE:	NEXT REGULAR MEETING – OCTOBER 29, 2025	2405 Tulare St. Fresno, CA 93721

# ADMINISTERED BY CHILDREN & FAMILIES COMMISSION OF FRESNO COUNTY

**DATE:** Wednesday, August 27, 2025 Lighthouse for Children

2405 Tulare Street

TIME: 12:00 p.m. - Regular Meeting Fresno, CA 93721

# **CONSENT AGENDA**

(Any Commissioner may pull any Consent Item for discussion or separate vote.)

ITEM	SUBJECT	PRESENTER
4a. Action Pg. 2	MINUTES FROM JUNE 11, 2025 REGULAR COMMISSION MEETING	F. González, E.D.
4b. Action Pg. 5	FUNDED PARTNER MANUAL FOR PROGRAMMATIC AGREEMENTS	F. González, E.D. H. Norman, Staff

# ADMINISTERED BY CHILDREN & FAMILIES COMMISSION OF FRESNO COUNTY

#### **REGULAR BUSINESS MEETING**

August 27, 2025 - 12:00 p.m.

2405 Tulare Street Fresno, CA 93721

#### **CONSENT AGENDA ITEM NO. 4a**

# **RECOMMENDED ACTION:**

Approve the June 11, 2025, Commission Meeting Minutes.

#### **ACTION SUMMARY MINUTES**

June 11, 2025 - 12:00 p.m.

PRESENT: Luis Chavez, Kari Gilbert, Susan Holt, Hugo Morales, Dr. Marcia Sablan

**ABSENT:** Sabrina Beavers

**STAFF:** Fabiola González, Cindy Jurado Hernandez, Ashley Hensley, Hannah Norman,

Karen Rangel, Liliana Salcedo, Alex Treas, Craig Armstrong (Legal Counsel)

#### 1. CALL TO ORDER

# 2. POTENTIAL CONFLICTS OF INTEREST

None heard.

# 3. PUBLIC COMMENT

None heard.

# 4. CONSENT AGENDA – ITEMS 4a – 4e

Public Comment: None heard.

Motion by: Gilbert Second by: Morales Ayes: Chavez, Gilbert, Holt, Morales Sablan

Noes: None heard.

# 5. PUBLIC HEARING ON THE PROPOSED FIRST 5 FRESNO COUNTY 2025 - 2030 STRATEGIC PLAN

Commissioner Morales commented on the dashboard data points showing lowest income and high infant mortality rates experienced by African American families and noted the Commission has focused investments to support in the African American community.

Commissioner Sablan congratulated staff on the development of the Strategic Plan and shared she appreciated the optimistic tone and the focus on family well-being.

No action required.

#### 2025-2030 PROPOSED STRATEGIC PLAN – ADOPTION

Public Comment: None heard.

Motion by: Gilbert Second by: Morales Ayes: Chavez, Gilbert, Holt, Morales, Sablan

Noes: None heard.

# 2025-2026 PROPOSED BUDGET

Public Comment: None heard.

Motion by: Morales Second by: Sablan Ayes: Chavez, Gilbert, Holt, Morales, Sablan

Noes: None heard.

#### 8. LONG-RANGE FINANCIAL PLAN – FY 2023-24 to FY 2032-33

Public Comment: None heard.

Motion by: Gilbert Second by: Morales Ayes: Chavez, Gilbert, Holt, Morales, Sablan

Noes: None heard.

# 9. AGREEMENT WITH FRESNO COUNTY SUPERINTENDENT OF SCHOOLS FOR COACHING, TRAINING AND SUPPORT TO CHILD CARE PROVIDERS

Public Comment: None heard.

Motion by: Morales Second by: Gilbert Ayes: Chavez, Gilbert, Holt, Morales, Sablan

Noes: None heard.

#### 10. AGREEMENT WITH LEARNING FOR ACTION FOR EVALUATION SERVICES

Public Comment: None heard.

Motion by: Gilbert Second by: Morales Ayes: Chavez, Gilbert, Holt, Morales, Sablan

Noes: None heard.

# 11. AGREEMENT WITH FUSE CORPS FOR THE FUSE EXECUTIVE FELLOWSHIP

Public Comment: None heard.

Motion by: Sablan Second by: Morales Ayes: Chavez, Gilbert, Holt, Morales, Sablan

Noes: None heard.

#### 12. EXECUTIVE DIRECTOR'S REPORT

Public Comment: None heard.

No action required.

#### 13. ANNOUNCEMENTS

Public Comment: None heard.

No action required.

# 14. CLOSED SESSION

Public Comment: None heard.

No action required.

# 15. CONSIDERATION OF EXECUTIVE DIRECTOR'S COMPENSATION

Following the Closed Session pertaining to the Executive Director's performance evaluation for Fiscal Year 2024-2025, the Commission approved to increase the Executive Director's salary and vehicle allowance, effective July 1, 2025. Her new salary has been set to \$151,000 and her monthly vehicle allowance is now \$500.

Public Comment: None heard.

Motion by: Gilbert Second by: Chavez Ayes: Chavez, Gilbert, Holt, Morales, Sablan

Noes: None heard.

# 16. ADJOURNMENT - 2:59 p.m.

ADMINISTERED BY CHILDREN & FAMILIES COMMISSION OF FRESNO COUNTY

# **REGULAR BUSINESS MEETING**

August 27, 2025 - 12:00 p.m.

2405 Tulare Street Fresno, CA 93721

#### CONSENT AGENDA ITEM NO. 4b

TO: Children & Families Commission of Fresno County

FROM: Fabiola González, Executive Director

SUBJECT: Funded Partner Manual for Programmatic Agreements

# **RECOMMENDED ACTION:**

Approve the updated Funded Partner Manual for programmatic agreements.

#### BACKGROUND:

The Funded Partner Manual provides Funded Partners with comprehensive information on fiscal, administrative and programmatic requirements to implement a Commission contract. This includes programs providing direct services to parents, children and/or professionals and partners providing non-direct service activities aligned with the Commission's strategic plan. The fiscal reporting structure outlined in the manual was developed in accordance with the First 5 Financial Management Guide and ensures best practices are utilized.

Commission staff update the manual as necessary to ensure all processes continue to align with internal policies and procedures along with the Commission's mission and vision. As stewards of public funds, staff is committed to an ongoing review of our contracting practices in the pursuit of equitable, accountable and accessible funding opportunities, knowing that the Commission's Funded Partners are directly serving Fresno's young children and their families and should not be overburdened by their funding sources.

With that in mind, the following are highlights of the primary adjustments being recommended. All adjustments are reflected in red-line in the supporting document.

- The Commission's vision and mission is updated to reflect the 2025-2030 strategic plan.
- The Personnel budget line item definition was revised to clarify when personnel experiences are considered direct or indirect expenses.
- The Equipment budget line item definition was revised to include a minimum purchase value of \$500 to focus on larger, routine purchases of non-consumable items.
- The reimbursement payment section was updated to allow expenses not specifically detailed in the budget, but corresponding with the intent of the contract and approved budget line items to be considered for approval.
- Removal of the requirement to purchase budgeted equipment within 60 days of approval.
- Further clarification that prepaid debit cards are considered cash incentives.

The manual will continue to be brought back to the Commission for review and approval when new or revised administrative, programmatic and/or fiscal requirements are proposed. Updates that clarify existing requirements will be made by staff on an as needed basis during the course of the fiscal year. The last revision to the Funded Partner Manual was approved by the Commission in 2024.

# **CONCLUSION:**

If approved, the Funded Partner Manual will replace the previous version and will be made available to all Commission Funded Partners.





# **Funded Partner Manual**

Revised August 2025

www.first5fresno.org 559-558-4900

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# DRAFT

# Introduction

# **Overview of First 5 Fresno County**

**Our Vision**: We envision a future where <u>all-young</u> children and their families are healthy, loved, and nurtured.

**Our Mission:** We <u>run</u>—<u>pursue</u> <u>after</u> this vision by partnering with, <u>advocating for and investing in</u> our community to create a seamless system of quality, accessible services that support the well-being of every child and family.

At First 5 Fresno County (F5FC), we know that children Fresno County thrives when their our children and their families thrive. The First 5 Fresno County Commission (the Commission) was created in 1998 when voters passed Proposition 10, which added a 50-cent sales tax to every pack of cigarettes or tobacco product sold in California. The State of California collects the money and distributes it to each county based on birthrate. The Commission is responsible for developing a strategic plan to guide local funding decisions that are consistent with the purpose of Proposition 10, which is to promote, support and improve the early development of children from the prenatal stage to five years of age.

The full 2025-2026 Strategic Plan is available on our website.

# **Funded Partner Manual & Contract**

We at F5FC are dedicated to making sure all Funded Partners receive the resources and assistance needed to successfully plan and implement programs and services. This Funded Partner Manual has been developed to provide you with critical information on our requirements and to assist you in managing your F5FC contract. We recognize that some requirements may vary based on the Funded Partner's specific contract type. To this end, your assigned F5FC Contract Manager will provide guidance on any approved exceptions to the requirements herein. Otherwise, Funded Partners are expected to adhere to all requirements and procedures outlined in this manual.

Funded Partners are responsible for maintaining a current copy of their contract and the most up to date Funded Partner Manual. Both documents contain everything you need to know about our partnership. So, please let the following pages guide you through our requirements. Contact your contract manager if any questions arise. Throughout this Manual, organizations that are in contract with the Commission will be referred to as Funded Partners.

# **Contract Monitoring**

As a public agency, F5FC must abide by state and federal laws, and is required to implement policies and procedures for contracting and procurement.

Contract monitoring helps us:

- Ensure deliverables outlined in the scope of work, evaluation and budget are met
- Promote continuous quality improvement of program services and F5FC processes
- Enable F5FC to obtain information regarding the quality and effectiveness of a program/contract
- Ensure costs are reasonable, necessary and justifiable with intended and actual outcomes

Contact your F5FC Contract Manager if you have any questions or concerns regarding F5FC policies, requirements and final contract determinations. We want to address any issues or concerns as soon as they arise to avoid interruption of services/deliverables. Your F5FC Contract Manager will work closely with you to address any challenges throughout the contract term and monitor your contract to ensure requirements are met.

# Administrative

Administrative monitoring gives us the opportunity to ensure the terms and conditions outlined in the contract are understood and followed.

# **Client Eligibility**

With our undivided focus on families with children prenatal to age 5 in Fresno County, we make our youngest residents the biggest priority. We do this by ensuring F5FC funds are only used toward programs and efforts that impact:

- Children prenatal through 5 years of age (the eve of their 6th birthday) who reside in Fresno County
- Parents, primary caregivers, or legal guardians of children prenatal through 5 years of age who reside in Fresno County
- Professionals who provide services to Fresno County children prenatal through 5 years of age and/or the parents, primary caregivers, or legal guardians of these children

Funded Partners must ensure contract activities adhere to the participant eligibility requirements above, in accordance with each contract's scope of work.

# Confidentiality

During the term of the contract and depending on the services provided, Funded Partners may have access to confidential client (participant) information and records to support effective coordination and delivery of services. Records pertaining to any individual client are confidential and should not be open to examination for any other purpose besides evaluation and verifying contract compliance. Funded Partners must not disclose any confidential client information to any third party without written authorization from the client, F5FC, and/or legally authorized representative.

Standard procedures for keeping client level information confidential include, but are not limited to:

- Storing completed questionnaires, client case files or other paper records in a locked location where only designated project staff have access
- Keeping electronic information in password-protected, secure files
- Limiting the number of users in the data system
- Replacing names, addresses and other identifying information with codes on paper and/or electronic records (including email correspondence with First 5 Fresno County)

See the **Proper Client Consenting Procedures** section of the manual for more information on client intake/consent.

For additional information please refer to the Confidentiality section of your contract.

# **Department of Justice Fingerprint Clearance**

For the safety of children, Funded Partners must ensure all employees, agents, volunteers and subcontractors, funded or not funded by F5FC, who directly provide services and/or may have direct, unsupervised access to children must be fingerprinted in accordance with state and federal laws and must have a criminal clearance which states they do not have a criminal history. Verification of fingerprint clearance must be maintained for all parties listed above.

# **Child Abuse Mandated Reporter Training**

F5FC funded employees, agents, volunteers, or subcontractors who directly provide services to children and their families are required to receive annual child abuse mandated reporter training and must sign a statement acknowledging they understand and will comply with child abuse reporting laws. Verification of annual mandatory child abuse reporter training must be maintained for all parties listed above.

# **Breastfeeding Friendly**

The Commission embraces the importance of supporting and encouraging mothers to breastfeed their babies for as long as possible as breastfeeding is a low-cost strategy to improve the health outcomes of babies and mothers. Society's stigma associated with breastfeeding, lack of information, support at home, at the workplace, and in public places influences a mother's decision to breastfeed. In California, mothers have the right to breastfeed in public (CA Civil Code Section 43.3) and employees have lactation accommodation protections in the workplace (California Labor Code 1030-1033).

Our expectation is that all of our Funded Partners adhere to Federal and State ordinances and codes that both, protect and support the right to breastfeed.

# **Faith-Based Funding Policy**

The Commission embraces the value of an active partnership between families, <u>Service ProvidersFunded Partners</u>, civic leaders, the faith-based community, local business and the community at large, and honors and respects the diversity of our community.

In addition to the explicit understanding that Proposition 10 funds are to be used exclusively for the benefit of children birth to five years old in accordance with California Law, Fresno County Ordinance and Commission's approved Strategic Plan, this policy is meant to further clarify the relationship between Proposition 10 objectives and faith-based partners.

The Commission acknowledges the right of individuals to participate in Commission\_funded programs without coercion or unsolicited exposure to faith. Therefore, the Commission will not fund/support religious activities, and/or activities that appear to promote a particular religious belief over others by way of its funding practices.

The Commission thoughtfully established the following safeguards to protect religious freedom and maximize inclusiveness. Those safeguards are as follows:

- 1. The Commission shall not discriminate against an organization which is or applies to be a contractor based upon its status as a faith-based organization so long as it is willing to adhere to the policies and procedures that the Commission has established for all organizations receiving Proposition 10 support.
- 2. The Commission shall not attempt to regulate or abridge the rights of a faith-based organization to retain independence over the definition, development, practice and expression of its religious beliefs.
- 3. The Commission expects that no eligible program beneficiary would be denied access to services due to their race, color, religion, ancestry, national origin, age, sex, gender, marital status, sexual orientation, gender identity, gender expression, disability, medical condition, military or veteran status, citizenship or known disability.
- 4. The Commission expects all Proposition 10 funds to be used for non-religious activities and expects that no eligible program beneficiary will be subjected (before, during or after the program activity) to religious messages when he or she participates in Proposition 10-funded services. Program activity is defined as all verbal, written and visual information provided directly or indirectly (decorations, background music, etc.) to the participant in the course of their participation in Prop 10-funded activities.

To this end, the Commission will work with <u>funded Service ProvidersFunded Partners</u> to ensure that appropriate space is available for service delivery, including the use of alternative service delivery sites if the Service Provider is housed in a faith-based organization.

- 5. The Commission, through its funding practices, will not support religious or other forms of discrimination (e.g. race, color, ancestry, national origin, age, sex, gender, marital status, sexual orientation, gender identity, gender expression, disability, medical condition, military or veteran status, citizenship) in the personnel practices of organizations receiving Proposition 10 funding.
- 6. The Commission anticipates the ability to conduct fiscal and programmatic audits of all organizations who receive Prop 10 support. Minimally, each funded organization must have proper accounting practices such that the funds are not co-mingled and an accurate delineation between Prop 10 related expenses and non-Prop 10 related expenses can be traced. Because religious organizations have different legal requirements concerning the disclosure of financial information, the Commission minimally requires that appropriate firewalls (e.g. separate bank accounts) between Prop 10-funded services and the core religious activities of a faith-based organization be developed. While the exact nature of this firewall is the prerogative of the organization it must minimally be able to define structures that will ensure Prop 10 dollars cannot be channeled into other religious activities of faith-based organizations.
- 7. The Commission expects Prop 10 <u>F</u>funded <u>Partners Service Providers</u> and program recipients to comply with all the legal requirements and restrictions imposed upon government funded activities as articulated in the California Constitution and the Religion Clauses of the First Amendment to the United States Constitution.

# **Tobacco-Free Policy**

The Commission recognizes the importance of protecting the health and safety of children, families, employees, visitors, and others and has adopted a Tobacco-Free Policy requiring a tobacco-free provision be present in any agreement between the Commission and programs funded by the Commission.

All partners contracting to receive funding from the Commission must abide by the Commission's Tobacco-Free Policy prior to the disbursement of <u>granted\_contracted\_funds</u>. This policy applies to all employees, contractors, service employees, visitors, and others, and includes, but is not limited to:

- 1. The use of tobacco products, including smokeless tobacco, is prohibited within the confines of the Funded Partner's buildings and vehicles. This includes the lobby, entryways, offices, break/lunchroom, restrooms, and any other enclosed areas or buildings leased, occupied or owned by the Funded Partner.
- 2. The advertisement and promotion of tobacco companies, tobacco brands, tobacco products, including smokeless tobacco, is prohibited by the Funded Partner. Advertising and promotion include, but is not limited to, the use of signage, banners, logos, and incentive items.
- 3. As applicable, Funded Partner shall provide information and training to staff, parents and/or clients regarding smoking cessation and support programs.
- 4. As applicable, Funded Partner shall provide staff, parents, and/or clients with information and materials regarding secondhand smoke exposure and tobacco-related topics.
- 5. Funded Partner must comply with applicable Federal, State, County ordinances and codes, including Labor Code section 6404.5.

All Funded Partners must agree to comply with this policy throughout the duration of their contract term.

# **Organizational Chart, Job Descriptions & Staffing Changes**

Unless otherwise directed by your F5FC Contract Manager, Funded Partners are required to submit job descriptions for all F5FC funded employees and an agency organizational chart to F5FC. If any staffing changes related to the contract occur, Funded Partners are asked to contact their F5FC Contract Manager within five business days of the change. If the staffing change is related to a F5FC data reporting system user, partners must contact their Contract Manager as soon as possible, no later than the last day the user requires access to the data system.

If the agency fails to fill a vacant F5FC funded position in a timely manner, F5FC reserves the right to suspend the contract and/or withhold payment. Please refer to the Corrective Measures portion of the Administrative section of this manual.

# **Insurance & Licensure Requirements**

Funded Partners must maintain valid licenses, certifications, and insurance coverage as applicable. Please refer to the Insurance section of your contract for more details on insurance requirements.

# **Expulsion**

The health and well-being of children determine the prosperity of our community. We understand that sometimes challenges will arise with families receiving services. We expect Funded Partners directly serving families with young children to take into consideration the "whole child" (cognitive, social, emotional and physical needs) and act in the best interest of the child and their family as an alternative to expulsion.

Funded Partners are required to work closely with families to ensure the services provided best meet the needs of the individual child, their family and, when needed, connect them with other community organizations for additional resources.

# **Cultural Humility**

Cultural humility is a stance toward understanding culture. It requires a commitment to lifelong learning, continuous self-reflection on one's own assumptions and practices, comfort with 'not knowing', and recognition of the power/privilege imbalance that exists between participants and service providers. A cultural humility approach is interactive involving approaching another person with openness to learn; asking questions rather than making assumptions; and striving to understand rather than to inform (Tervalon & Murray-Garcia, 1998).

In relation to Funded Partners, all services, documents and program materials must be culturally and linguistically relevant to meet the diverse needs of our community and the populations served. We know cultural humility is an ongoing process. Because of this, we encourage ongoing professional development to nurture cultural sensitivity, focusing on family strengths.

#### **Partner Collaboration**

To create a strong network within the early childhood system of care, F5FC evaluates the levels of interaction among F5FC funded and non-funded partners to assess how to strategically align efforts in our community. This strategic alignment is particularly critical as Funded Partners are called upon to meet the increasing needs of families with young children at times when budgets and resources diminish. To strengthen the system of care for families with young children, Funded Partners are expected to collaborate and identify new ways of networking and coordinating services to maximize resources and build innovative partnerships.

F5FC may provide opportunities throughout the year for funded and non-funded partners to meet and interact. It is important that each Funded Partner, as applicable, participate and send an appropriate representative to these meetings. Please contact your F5FC Contract Manager for additional information.

#### **Communications**

We are passionate about the work we do together and the brand we have built. Help us showcase Proposition 10 funds at work in Fresno County by displaying the F5FC logo. With proper application, our logo on print and electronic publications in support of funded programs, events or projects can help promote our partnership and the impact of our work on families with young children.

# Logo Treatment

Our logo is the single mark that represents us wherever we go. Which is why it is important that we always use it properly. This section is intended to serve as an initial guide for the proper way to publish, portray and apply our visual identity. We have laid out a few do's and don'ts and other details that will help ensure the F5FC logo is properly represented:

**Size:** A minimum size of 1" wide, scaled proportionately, is necessary to maintain legibility.



**Space:** A clear space equal to the width and height of the "hand" box should be maintained around all four sides of the logo.



Color



Reversed



Black



**Incorrect Usage:** Please do not change logo colors, skew the logo, place the logo on busy backgrounds, rearrange or alter the logo elements. In rare cases, if determined suitable for any document, the logo may be substituted with the following: "Funded by First 5 Fresno County." or "Partially Funded by First 5 Fresno County."







# Media Inquiries 101

In addition to logo use, media relations can further support our effort to highlight Prop 10 funds at work and the impact of our partnership. Whether you are actively soliciting the media or have been contacted by the media, we want to support you in telling the story of your F5FC funded program/project. Here are some steps to guide you:

Before soliciting the media about a F5FC funded program/project:

- 1. Reach out to your F5FC Contract Manager about your plan to engage the media. This will help determine if and how F5FC can support you.
- 2. Submit a draft press release/media advisory to your F5FC Contract Manager
  - a. Ideal timeframe is one month with a minimum of two weeks.

Before responding to media requests about your F5FC funded program/project:

- 1. Tell the reporter you would like to help and confirm the appropriate person to provide comment. If you are unsure, you can have someone get back to them and take down the following information:
  - Reporter's contact information (name, email, phone)
  - What is the story about?
  - Deadline for a call back?
  - Who else is being interviewed for the story?
  - When will the story air or be published?
- 2. Reach out to your F5FC Contract Manager about the media request to inform F5FC about the funded program/project media coverage and to determine what role F5FC will have, if any. It could be F5FC may need to also:
  - Respond to the media outlet
  - Review press release or media statements
  - Provide talking points about F5FC
  - Tune in and promote the story

We understand the media works under tight deadlines and will always do our best to respond promptly. Notify your contact manager with story information after airing to help promote the efforts being highlighted by the media.

#### We Are Here to Help!

Call, email or visit us for support or questions regarding brand guidelines. The current logo and Brand Guidelines are available for download on the F5FC website in the News & Resource tab. Your F5FC Contract Manager is happy to review materials/documents with you prior to publication.

# **End of Fiscal Year and Contract Term Requirements**

At the end of each fiscal year, Funded Partners are required to submit/address the requirements listed in the table below, unless otherwise directed by your F5FC Contract Manager. Funded Partners whose contract with F5FC is ending will receive a contract close-out letter which will include any necessary steps to formally close the contract. See the following table for further information:

General End of Fiscal Year and Contract Term Requirements  Contact your F5FC Contract Manager to confirm which requirements apply to your co	ontract.
Requirement	Due Date
Annual Audit Report  The Funded Partner's annual audit report covering expenses in the current fiscal year is required by no later than April 30 <sup>th</sup> of the subsequent year.  Note: All documents and records must be retained for at least four years from the expiration of the contract term.	As Requested
Equipment for Non-Continuing Contracts  If Funded Partners wish to retain equipment purchased through their F5FC contract, a request on agency letterhead to F5FC must be submitted identifying the equipment and verifying items will be used to further support children ages 0 to 5 in Fresno County.  If Funded Partners do not wish to retain equipment, contact your F5FC Contract Manager for next steps.	Within 30 days prior to contract term date
Contract Review Following the end of the fiscal year or contract term, a contract review may be conducted. If findings were discovered during the review, findings must be fully resolved within 10 business days.	Within 10 business days of contract review report
Program and Deliverable Reports  All required program/deliverable reporting must be accurate and complete.	July 15 <sup>th</sup>
<b>Financial Report (Invoice)</b> A final financial report for the period ending June 30 <sup>th</sup> or the remainder of the contract term, as applicable, must be submitted.	July 15 <sup>th</sup> or 30 days after contract term date

# **Corrective Measures**

As stewards of public funds designated to benefit young children and their families, F5FC takes steps to ensure investments are met as described in each scope of work and budget per the contract. Failure to adhere to administrative, programmatic and/or fiscal requirements may result in any of the corrective measures listed below. Corrective measures may be imposed on a contract and/or agency level.

Some examples of fiscal findings are detailed below:

- Expenses exceeding an approved amount by more than 10% per line item specified in the budget
- Incurred expenses not detailed in the SOW and/or budget
- Expenses not directly related to the funded project
- Late submission of reports (defined as the submission of all required documents at any time beyond the due date)
- Incomplete or inaccurate reports (e.g. missing General Ledger reports, receipts, Purchase Orders, packing slips etc.)

Note: Based on the severity of the finding(s) and at the sole discretion of F5FC, corrective measures may or may not be imposed in the following order.

Step	Action		
One	A compliance warning letter or email will be sent to the Funded Partner and payment may be withheld until all issues are resolved.		
Two	A Corrective Action Plan may be implemented. Corrective Action Plans may include one or more of the following:  Output  Reimbursement to F5FC for services inaccurately reported/administered and/or a 5% penalty may be imposed on balance due to Funded Partner  Suspension of contract without payment  Increased frequency of financial reporting to F5FC (e.g. from quarterly to monthly)  Contracts receiving advance payments may be placed on reimbursements  F5FC Commissioners may be notified		
Three	Termination of contract, expenses are considered disallowed and agency may be ineligible for future F5FC funding.		

# Corrective Action Plan

A Corrective Action Plan is developed when a Funded Partner is not meeting their contractual obligations and is in breach of contract. In such cases, F5FC will require a Corrective Action Plan to resolve all issues identified within an agreed upon timeframe.

Instances warranting a Corrective Action Plan include, but are not limited to, the following:

- Underperforming and/or inaccurate reporting on outputs and services by more than 10%
- Inaccurate, incomplete and/or late programmatic reporting
- Incorrect, incomplete and/or late fiscal invoicing and/or reporting
- Specific contractual requirements are not being met per the original intent or expected level of quality

Failure to meet Corrective Action Plan requirements may result in additional corrective measures or termination of contract.

# **Programmatic**

Programmatic monitoring helps us ensure all deliverables outlined in the Scope of Work (SOW)/contract are met and promote continuous quality improvement of services to families with young children.

# Scope of Work

In collaboration with your F5FC Contract Manager, you will prepare a SOW document that details all services and deliverables to be achieved. This includes the number of anticipated participants and the frequency of services/activities, as applicable. Please refer to the Fiscal section of this manual for information regarding SOW modifications/amendments.

#### **Evaluation**

The effectiveness of F5FC investments are monitored regularly by staff as well as our contracted evaluator who works with F5FC staff and applicable Funded Partners to inform ongoing practices that best meet the needs of families with young children in Fresno County. The goal of our evaluation work is to track progress towards the desired outcomes for our community, inform decision-making, and ensure funds are used as efficiently and effectively as possible.

As applicable, F5FC will work with Funded Partners to facilitate and maintain evaluation plans by (a) attending meetings relating to evaluation issues; (b) aiding in the selection of outcomes, indicators, and data collection tools and forms; and (c) reviewing and analyzing demographics, services, narratives, and other outcomes/indicators.

# Proper Client Consenting Procedures

F5FC is committed to ensuring all participants included in our work are protected from harm, are informed about the evaluation, and willingly agree to participate in evaluation activities.

Proper client (participant) consenting procedures have been established by F5FC. To support the consenting process for our Funded Partners, we have developed client intake/consent forms to be used when providing direct client services funded by F5FC. At the time of enrollment for services or before asking families and/or participants to take part in evaluation activities (including entering information into the F5FC data system), Funded Partners must request informed consent using the provided intake/consent forms and Evaluation and Data Collection Information Sheet located on our website. Signed intake/consent forms must be filed for everyone for the purpose of consent verification. Participation in F5FC's evaluation is voluntary and clients do not have to agree to share their information in order to receive services. Clients who do not agree to share their information must be deidentified in the Commission's data system. Please contact your Contract Manager for more information on data entry and consent processes and procedures.

# **Data Reporting Requirements**

A web-based monitoring, tracking and reporting data system is used as the primary tool for data collection and reporting requirements. Funded Partners will receive access to the data system, or alternate data submission form, after their contract has been executed. If you experience problems with entering and submitting data, your F5FC Contract Manager is available for support.

There are different reporting requirements based on the type of data being collected and/or information submitted for each contract. Funded Partners directly supporting children, families and early childhood professionals typically report demographic and service information including participant and service counts.

In addition, narrative reports give partners the opportunity to share outcomes, successes, and challenges of the project. Your contract manager will provide guidelines and information on submitting a narrative report, if applicable. When submitting a narrative report:

- Do not include any participant information
- Keep the narrative brief and factual
- Check reports for grammar, punctuation, overall quality and accuracy
- Each narrative should be unique and not identical to previous submissions
- Any successes, challenges and impact on participants should be directly related to the F5FC funded program.

Note: Narratives may be incorporated into applicable F5FC public evaluation reports.

Together with your F5FC Contract Manager, you will determine the type of submission requirements, access and training need based on your individual contract. Staff responsible for entering data must participate in data system/reporting training.

# Data Reporting Deadlines

Quarterly Reports	Fiscal Year Reporting Period	Due Date
1 <sup>st</sup> Quarter	July 1 – Sept. 30	Oct. 31
2 <sup>nd</sup> Quarter	Oct. 1 – Dec. 31	Jan. 31
3 <sup>rd</sup> Quarter	Jan. 1 – Mar. 31	Apr. 30
4 <sup>th</sup> Quarter	Apr. 1 – June 30	July 15

Notes: If the due date falls on a weekend or holiday the due date shall be the next business day.

F5FC reviews all data and reporting to determine accuracy with contract expectations. A 10% variance from the contract service/participant numbers and frequency requirements is probable and allowed when justification is provided in the narrative/reporting to F5FC. All data submitted must correspond with backup documentation including services, dates and participant information per the Funded Partner's records.

# **Documentation of Services and Record Retention**

Funded Partners must maintain backup documentation for all contract services/deliverables in a secure, locked storage space including, but not limited to: contact logs, participant files, intake/consent forms, eligibility documentation, agendas, attendance records, handouts, sign-in sheets, event flyers, financial records, handouts, agendas, etc., as applicable to each contract. Missing and/or incomplete documentation may result in disallowed costs.

Due to F5FC audit mandates and needs, all documents and records for funded programs must be retained for at least four years from the expiration of the contract term. During this time, Funded Partners must archive records to facilitate simple retrieval and make them available during audit inspection. All records should clearly indicate on their storage container(s) the following information:

- Agency name
- Project name and contract number
- Beginning and end date of the contract
- Type/description of the records included in the container

When the four years have expired, Funded Partners must destroy and eliminate all identifying information and records.

# **Best Practice & Capacity Building**

F5FC is committed to maintaining the highest possible standards of quality in our work on behalf of families with young children. Whenever possible, evidence, research and community-informed programs and practices are implemented.

To increase the capacity of Funded Partners, F5FC may provide opportunities for training and technical assistance. For more information contact your F5FC Contract Manager.

# **Contract Review & Partner Visits**

As stewards of public funds designated to benefit young children and their families, F5FC obtains information to ensure the quality and effectiveness of our investments. Depending on the contract type, Funded Partners can expect to receive a minimum of one partner visit and contract review per contract term. The frequency of visits/reviews varies for each Funded Partner. F5FC reserves the right to make unannounced visits.

Contract reviews and visits may include a review of administrative, fiscal, programmatic and/or evaluation backup documentation for the specified fiscal year or contract term. The purpose of a contract review is to discuss the contract and to verify backup documentation is consistent with what has been reported to F5FC through fiscal and program reports. All items referenced in the Funded Partner Manual may be reviewed.

In the case where Funded Partners have subcontracts, Funded Partners are expected to have all appropriate subcontractor documentation available at the time of the review. Reviews and visits may take place in person, remotely and/or a combination of both. Funded Partners will be notified of requirements and expectations for this type of review in email from your F5FC Contract Manager.

After a review is completed, F5FC staff will issue a summary email highlighting results. Any follow-up items identified require immediate attention and resolution within 10 business days. Failure to address follow-up items within the timeline and to F5FC's satisfaction may result in corrective measures. Please refer to the Corrective Measures portion of the Administrative section of this manual.

F5FC will bear reasonable costs in connection with or resulting from its regular monitoring, evaluation, data collection, visits, reviews, inspection, or other oversight activities. If, however, F5FC determines a need to conduct further oversight activities to determine whether or not a Funded Partner committed fraud, breach, or other misrepresentation related to the services or contract performance, the Funded Partner will bear any, and all costs incurred.

Situations requiring an independent audit may include:

- Repeatedly rescheduling a review/visit without valid justification
- Funded Partner is not able or refuses to meet or respond to a visit/review within a reasonable timeline
- Required documents and/or key staff members are not provided/present during a review

# **Past Performance Review**

Past performance is taken into consideration for contract renewals, advancements, payments and funding. F5FC will consider not funding agencies with a history of unresolved contract findings.

# **Urban & Rural Designations**

We are committed to serving both the rural and urban areas of Fresno County. For reporting purposes, F5FC has identified all zip codes in the cities of Fresno and Clovis as urban and all others as rural.

# **Fiscal**

Fiscal monitoring examines financial statements, records, and procedures. Funded Partners are responsible for knowing the details of their contracts and pertinent codes, regulations, local, state and federal laws that are applicable. While F5FC staff provide some technical assistance, Funded Partners are ultimately responsible for monitoring their contracts and expenditure levels. The Funded Partner is responsible for knowing what steps are needed to ensure contract compliance and acquire the proper expertise to manage the contract's finances. Contract budgets are monitored on a line-by-line basis.

Note: All finance forms and guidelines referenced below are located on the F5FC website.

# **Restricted Funds**

Payments made to Funded Partners by F5FC are restricted funds. Receipt and disbursement of F5FC funds must be accounted for separately from any other revenue in bookkeeping systems and records. This means Funded Partners must account for/track the payments received as restricted funds, showcasing F5FC dollars separately from other revenue received.

Funded Partners must retain receipts and other documents related to contract expenditures and make these records available for F5FC's review upon request. F5FC or a designated representative reserves the right to audit the Funded Partner's books and records relating to the expenditure of any F5FC funds.

#### **Unspent Funds**

Unspent funds of multi-year contracts will generally be allocated to the next fiscal year. Any unspent funds at the end of the contract's term will be returned to F5FC and de-obligated.

# **Budget**

In collaboration with your F5FC Contract Manager, Funded Partners will prepare a budget document and narrative to specify how the project will achieve its outcomes with F5FC funds. The budget narrative details how a figure was calculated and demonstrates how the funds requested are essential to the overall success of the project. For multi-year contracts, budgets are updated each fiscal year to reflect all funds remaining or projected renewal amounts.

To minimize payment delays, please follow these guidelines:

- The budget must be submitted electronically to the designated F5FC Contract Manager on a form approved by F5FC
- Budgets must be submitted on time to be processed and approved
- The budget should reflect all available funds in the contract
- A narrative justification and delineation of each line item must be provided
- Budgets should directly support activities outlined in the SOW including personnel delivering services, as applicable

#### **Budget Line Item Definitions:**

#### Personnel

Salaries - Funded Partner staff positions that will be charged to the contract based on the percentage of time that the position is charged to the contract. Note: Personnel Full Time Equivalents (FTEs) of .05 or below are typically considered an indirect expense and not

included in the Personnel line item of the funded partner's budget unless the budget is \$30,000 or below.

Benefits – Include medical, dental, vision, 401K, etc.

Taxes – Include FICA, SUI, FUI (if applicable), and worker's compensation

# Operating Expenses

Facilities costs – Building rent, regular maintenance, utilities, and telephone expenses that are direct cost to the project.

Operational Supplies – Includes expenses such as leases, regular equipment maintenance, office supplies, printing, advertising, etc. that directly support the staff. Office furniture (e.g. desks, chairs, computer monitors, etc.) are typically considered equipment and not Operational Supplies unless otherwise specified in the approved contract budget.

Training/Travel – Includes local and out of town travel, and conferences. Travel costs are the expenses for transportation, lodging, and related items incurred by employees who are in travel status on official business of the organization. Travel costs are allowable when they are directly attributable to specific work under the F5FC contract. See the **Travel** section of this manual for more information.

Miscellaneous Charges - Bank charges, insurance, audit, etc.

#### Program Expenses

Materials and Supplies – Supplies used for participants to complete scope of work activities, transportation costs for participants, food for participants, etc.

#### Professional Services

Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the organization (i.e. subcontracts, agreements, etc.).

# Equipment/Assets

Equipment/Asset is any non-consumable item having a useful life of more than one year and/or a purchase value or acquisition cost <u>between \$500 and equal to or less than \$5,000</u> per item or in aggregate. Non-consumable items with a purchase value or acquisition cost equal to or more than \$5,001 per item or in aggregate, shall be considered a capital asset. See the **Equipment and Capital** section of this manual for more information.

#### Indirect

Indirect costs refer to administrative costs and/or expenses that cannot be readily assigned to one specific program, one specific line item within a program, or those expenses that are purely administrative functions. Calculation: Indirect = (Program Totals

 Equipment & Capital x Percentage of Indirect). See the Administrative/Indirect Costs section of this manual for more information.

# Other Funding

- Leveraging Money that is leveraged/obtained due to Prop 10 funds.
- *In-kind* Additional resources and/or dollars that are directly supporting the project at no cost to the project. Examples volunteers, donations, etc.
- Cash Contribution Any cash contributed to the program.
- *Program Income* Program Income: revenue generated by First 5 funds, example tuition.
- Other Funding any other funding that directly supports the program, example bond money.

See the *Other Funding Sources* section of this manual for more information.

Final budget approval will be determined by F5FC and notification of approval will be sent directly to the Funded Partner.

# **Contract Amendment Requests (CAR)**

To make any changes to your contract budget and/or SOW, you must submit a CAR. The method to submit a CAR varies by contract term and type. Contact your F5FC Contract Manager to identify the process for a CAR. CARs must be submitted by the due date specified by your F5FC Contract Manager. CARs submitted after the due date will not be accepted and no retroactive budget or SOW revisions will be approved, unless otherwise authorized by your F5FC Contract Manager.

#### A CAR is required for:

- Any change over 10% to the original agreed upon SOW output (e.g. number of participants, service frequency)
- Any change to a line item exceeding \$5,000 for contracts over \$250,000 and 10% of any line item for contracts under \$250,000
- An update to budgets of multiple-year contracts from year-end projections to actuals
- A change to the duration of the contract (term dates), an augmentation approved by F5FC, a change to the agency name, the addition or deletion of an activity or deliverable, and/or a change in the contract amount

Requests must be submitted prior to incurring expenses, allowing F5FC to determine its appropriateness and minimizing any disallowed costs to the Funded Partner. F5FC will determine the materiality of the request and ensure it fits the intent of original funding. The request may require a formal contract amendment, or it may be accommodated with a budget and/or SOW revision approved by F5FC.

The Funded Partner will be notified in writing if modifications or amendments are approved or denied. If any of the information is incomplete the request may be denied. Changes within budget sub-line items do not require a budget revision.

<u>Note:</u> Requests for purchases/expenses not delineated in the approved budget will not be accepted in the last quarter of a contract term, unless otherwise authorized by your F5FC Contract Manager.

# **Administrative/Indirect Costs**

Indirect costs refer to administrative costs and/or expenses that cannot be readily assigned to one specific program, one specific line item within a program, or those expenses that are purely administrative functions. Indirect costs for professional/supportive services contracts will be determined by F5FC.

#### Limit to Indirect Costs

F5FC recognizes Funded Partners have administrative systems unique to their agencies. Funded Partners may implement an indirect rate that does not exceed 15% of <u>all</u> program costs excluding capital purchases and equipment. This maximum rate also applies to subcontractors unless otherwise approved by your F5FC Contract Manager.

Since the limit for indirect costs is strict, please be sure the costs reported as indirect are <u>purely</u> indirect in nature. The costs listed below will only be allowed in the administrative/indirect line item, unless it is demonstrated that they exclusively support the funded program.

- Audit, bookkeeping, payroll, and finance
- Human resources
- Fiscal sponsor costs
- Insurance
- Office space expense
- Phone, internet and utility costs
- Other overhead and personnel costs (e.g. Executive Director's time or any other staff who work minimally with the funded project with Full Time Equivalents (FTEs) below .05)
- Expenses associated with staff not included in the F5FC portion of the budget

If more than 50% of the contract is categorized as professional services, the Commission may require a modified calculation of indirect, applying the established rate to some but not all expenses in the contract. Personnel FTEs of .05 or below are typically considered indirect and not included in the Personnel line item of the funded partner's budget unless the budget is \$30,000 or below.

# **Disallowed Costs**

First 5 Fresno County (F5FC) along with federal regulations requires all expenses be reasonable, justifiable, and necessary to accomplish the purpose of the grant or contract. The list below is not intended to be comprehensive of all F5FC disallowed expenses. Contact your assigned Contract Manager with any questions regarding allowable costs.

- Providing services to clients not eligible for services (age & county ineligibility)
- Entertainment costs Gift cards/certificates, movie tickets, etc.
- Incentives/Stipends For attending program activities (i.e. workshops, meetings, events) (unless approved through the budget development/modification process)
- Fundraising costs Costs for the activity of fundraising (i.e. personnel, materials) for an event
- Lobbying expenses Costs incurred and related to attempting to influence legislation must be less than 30% of the staff's time
- Alcoholic beverages
- Tobacco purchases
- Equipment/Assets not included in the approved budget
- Expenses exceeding the 10% variance per budget line without a formal approval

- Training/Travel not approved by a F5FC Contract Manager and/or not for staff in the personnel section of the approved budget
- Mileage for non-F5FC activities or trainings travel to non-F5FC related trainings or conferences
- <u>Unallowable expenses associated with travel including road snacks or refreshments, souvenirs, business-sponsored meals, bar tabs or minibar costs, etc.</u>
- Program expenses that do not benefit the participants
- Unhealthy snacks or foods (e.g. soda, sugary drinks, candy, highly processed foods, "junk food")
- Food/refreshment purchases for contract/agency staff
- Expenses incurred in a different fiscal year (i.e. trainings, purchases of materials and supplies, etc.)
- Expenses not delineated in the approved budget without prior consent of F5FC
- Fines and penalties Speeding tickets and parking tickets, etc.
- Severance pay
- Moving expenses (employee, agency or otherwise)
- Losses on other grants or contracts any excess costs over income on any grant are not allowable as a cost of any other grant or contract
- Contributions or donations
- Expenses allocable to other federal, state, or local funding sources
- Costs to meet the funded partner's cash match insufficiencies and/or other funding requirements stated in the contract

# **Other Funding Sources**

To promote sustainability and enhancement of services in the community, F5FC requires cash match, leverage and/or in-kind contributions for particular funding mechanisms under the strategic plan. Other funding source requirements, if applicable, are specified in each contract.

Funded Partners are to report other funding as expenditures and services are incurred. For reimbursement, each financial report must include the proportionate share of other funds for each line item(s) and/or overall expenditures for the reporting period. Proper documentation to verify leverage, cash match and/or in-kind contribution (e.g. General Ledger, Transaction Report, Budget Register, written justification signed by notice holder, etc.) is required and must adhere to the reimbursement payment process.

# **Electronic Payments**

In lieu of issuing checks and mailing payment, F5FC utilizes the Electronic Funds Transfer (EFT) System to make Automated Clearing House (ACH) payments, also known as a direct deposit.

With the EFT system, we can transfer payments from our bank account directly to Funded Partners. Electronic payments eliminate the need to print and mail checks, ensure payments are received by a specific date, and provide an efficient, cost-effective payment process. Electronic payments also eliminate the use of paper, postage, office supplies, processing time, storage space and provide Funded Partners an option to receive payment quickly.

Setting up and approving EFT accounts can take some time, so a completed <u>EFT Authorization Form</u> is required from Funded Partners upon notification of a contract award. F5FC will make <u>all</u> contract payments through the electronic payment system. Accurate and complete information is critical to avoid delayed payments.

# **Reimbursement Payments**

Payments are made upon the successful completion of contract deliverables. This includes achievement of performance standards and the timely submission of programmatic and fiscal reports. Funded Partners

must submit financial reports/invoices before the established due date. A report will be considered "late" if it is not received by the due date and may delay payment.

To support the expenditures referenced on the financial report, documentation of actual expenses must be submitted. This includes, but is not limited to: a General Ledger/Transaction Report including a list of actual expenses with transaction dates and vendor names/purchase description. Receipts, invoices, and similar backup documentation for all transactions/expenses must be maintained by each organization but are typically not submitted with the financial report unless requested by your contract manager. Expenses must correspond with the Funded Partner's approved budget and F5FC fiscal requirements. Expenses not detailed in the approved budget will be considered disallowed unless your F5FC contract manager determines the expense corresponds with the intent of the contract and approved budget line items.

The reimbursement process is as follows:

- As applicable, Funded Partners submit their monthly, quarterly, or semiannual program report as defined in their contract.
- After program data entry, Funded Partners must submit a request for reimbursement (financial report or invoice).
  - The request for reimbursement (financial report) outlines the Funded Partner's actual expenses for the invoice period by budget line item and includes required backup documentation for any payments received and any reimbursements due.
- Once the request for reimbursement is received, it will be reviewed by the F5FC Contract Manager
  to ensure contract deliverables and reimbursement requirements are met, including that all
  expenses correspond with the Funded Partner's budget and F5FC fiscal requirements.
- Incomplete reports will be returned to the Funded Partner requesting missing or additional documentation.
- Reimbursement payment will be approved and processed after F5FC program and financial reporting requirements are met.

#### Financial Report Due Dates

Quarterly Reports - Fiscal Year Reporting Period		Due Date
1 <sup>st</sup> Quarter	July 1 – September 30	Oct. 31
2 <sup>nd</sup> Quarter	October 1 – December 31	Jan. 31
3 <sup>rd</sup> Quarter	January 1 – March 31	Apr. 30
4 <sup>th</sup> Quarter	April 1 – June 30	July 15

Note: If a due date falls on a weekend or holiday the due date will be the following business day. For contracts that report monthly, financial reports are due 30 days after the month ends.

-If a Funded Partner reports monthly, due dates for financial reports will be 30 days after the end of the month (i.e. for period ending July 30th, the financial report/ invoice is due on August 30th).

# **Timing**

First 5 Fresno County operates on a modified-accrual accounting basis and our fiscal year is July 1<sup>st</sup> to June 30<sup>th</sup>. All submitted expenditures, in order to be reimbursed, must be incurred within the fiscal year dates and be paid before the deadline stated above. Due to F5FC's reporting requirements, any expenses that fall outside of the fiscal year will be disallowed. To prevent this or plan for exceptions,

accounting timing should be discussed during the contract development phase. Please let your contract manager know if there is an issue with the accounting timing requirements stated.

# **Advance Payments**

From time to time, advance payments may be considered and approved based on the availability of F5FC funds, type of services, and program needs. To request advance payments under a new contract, Funded Partners must submit their request upon contract execution in writing on company letterhead, specifying the reason(s) advance payment is needed. The advance payments schedule is confined to F5FC's July to June fiscal year and thus the remainder of this section will be based on this.

If approved, and contingent upon performance in meeting contractual requirements and the type of contract, F5FC will release approximately 25% (not to exceed 50%) of the contract's annual budget amount as an advance payment for the quarter. In some cases, 50% is advanced in a quarter with proper justification determined by the Contract Manager. Beginning in the 3<sup>rd</sup> quarter of the FY any additional funds will not be released until 75 % of the released funds have been expended and reported. As applicable, advance payments will be made during the first month of each quarter. Dependent on the type of contract, advance payment for quarter four of the FY will be released based on financial reporting for quarters one and two of the fiscal year. If reporting for either quarter one or two had cash on hand, 1/3 of the advance payment for quarter four of the fiscal year will be issued. If neither quarter had cash on hand, 2/3 of the (25%) advance payment for quarter four will be issued. The remainder of the contract amount will be a reimbursement. Any variation must be approved by the Contract Manager.

If the Funded Partner has not utilized any portion of the advance payment at the end of the contract period or fiscal year, the funds shall be returned to F5FC. If the amount is not returned, F5FC may withhold funds from the subsequent year's contract (if applicable). For additional details see the Payment section of the contract. We will always make every attempt to negotiate a solution before pursuing litigation.

# **Finance Variance Justification**

Budget expenditures typically occur as follows: 25% the first quarter, 50% the second quarter, 75% the third quarter and 100% the fourth quarter. When a 10% variance from these anticipated amounts occurs in the year-to-date expenditures for the contract reporting period (e.g. Quarter 2 Program Expenses invoiced at 80%), a written justification is required when submitting the financial reports. Your F5FC Contract Manager will review the justification and determine if the expenses are approvable for reimbursement.

The written justification must explain:

- Reason for the <del>10%</del>-variance
- Impact of variance on project deliverables and budget
- Identify steps to prevent future 10% variance, if applicable

Note: while the above percentages are typical, financial reports/invoices should reflect actual expenses for the reporting period.

# **Program Cost Allocation Plan**

As applicable, a Program Cost Allocation Plan (PCAP) is used as a guide for Funded Partners to equitably distribute costs to programs. It identifies the amount of shared expenses ascribed to each program operated by a Funded Partner, whether or not funded by F5FC.

A PCAP includes a written account of the methods used to allocate costs to its various funding sources and should be a part of the Funded Partner's written accounting procedures. These procedures should

include regulations governing cost allocation and a guide that provides principles and standards for determining costs as they apply to federal, state and local governments.

Funded Partners are required to discuss a PCAP with their Certified Public Accountant and develop one to ensure each program bears its fair share of the total cost of expenses. Situations requiring a PCAP include:

- Costs shared between F5FC and a separate funding source, including in-kind, leverage, cash match, program income and other funding
  - In-kind: additional monetary and non-monetary resources that are directly supporting the project at no cost to the project (examples: volunteers, tangible donations, etc.)
  - <u>Leverage</u>: money that is leveraged/obtained due to Prop 10 funds (examples: federal funding, foundation grants, etc.)
  - o Cash match (contribution): any cash contributed to the program
  - o Program income: revenue generated by F5FC funds (example: tuition)
  - Other funding: any other funding that directly supports the program (example: bond money)
- Costs shared between two or more F5FC funded programs
- Any combination of the above

Proper documentation to verify in-kind, leverage, cash match (contribution), program income and other funding outlined in the financial report (e.g. General Ledger, Transaction Report, Budget Register, written justification signed by notice holder, etc.) is required and must adhere to the reimbursement payment process. Failure to report and provide supporting documentation may affect future F5FC funding.

Please refer to the F5FC website in the Funded Partner Documents & Forms section under Resources for examples and definitions of PCAPs.

# **Program Income**

Program income means gross income earned by a Funded Partner which is directly generated because of funds awarded by F5FC. Including but not limited: income from fees for services performed; the use or rental of real estate or private property; the sale of commodities or items; license fees or royalties on patents and copyrights; and interest on loans.

As applicable, please refer to the Program Income section of your contract for restrictions on use.

# **Subcontractors**

Transforming the health and development of all children in Fresno County is possible when community organizations, private, education and government agencies work together to mobilize support and services for young children. At F5FC we believe innovative solutions for children emerge from multi-agency partnerships. We have developed guidelines in the case where a Funded Partner subcontracts services as part of their contract with F5FC. The following responsibilities include but are not limited to:

- Submission of all subcontracts to your F5FC Contract Manager for pre-approval (as appropriate)
- Signed copy of the subcontract agreement provided to F5FC upon execution
- Verification of subcontractors' carrying and maintaining adequate insurance
- Communication to F5FC on behalf of all subcontractors
- Understanding and monitoring of services delivered by subcontractors to ensure alignment with the SOW
- Submission of periodic reports in a timely manner (including information regarding subcontractors and number of services)
- Verification and submission of subcontractor invoices in a timely manner

Ensuring documentation is sufficient to support expenditures (including subcontractor documentation)

Responsibilities of each subcontractor include, but are not limited to:

- Submission of timely requests for reimbursement to the lead agency
- Ensuring documentation supports expenditures
- Meeting deadlines for providing information to the lead agency
- Communication with F5FC through the lead Funded Partner

Please refer to the Subcontracts section of the contract for more information.

# **Equipment & Capital Purchases**

F5FC will not approve any equipment or capital purchases unless they are necessary to fulfill and accomplish the services/deliverables outlined in the SOW. Equipment and capital purchase requests must be submitted in writing and approved by F5FC prior to purchase.

Equipment or capital purchased with First 5 Fresno County (F5FC) funds must be used to support children 0-5 years old and their families in Fresno County and be reasonable and necessary to fulfill and accomplish services outlined in the scope of work/ agreement.

- Equipment is defined as: non-consumable items having a useful life of more than one year and/or
  a purchase value or acquisition cost equal to or less than between \$500 and \$5,000 per item or in
  aggregate.
- Capital is defined as: non-consumable items with a purchase price of \$5,001 or more per item or in aggregate.

"In aggregate" means more than one item of the same equipment type or a system with multiple components. For example: the purchase of five chairs. Individually a chair costs \$200 and the total cost of the five chairs is \$1,000.

Equipment and capital requests made by Funded Partners must be made in writing and approved by F5FC during budget development or modification and must be done prior to purchase. If the request is approved, the purchase must be made within 60 days. Approval will require F5FC contract managers to consider timing, evaluation of the purchase justification, and fitness to the agreed-on intent. At the discretion of the F5FC contract manager, an item that falls outside of the above definition may be included under the Equipment line item as they deem appropriate.

To be reimbursed for the purchase, Funded Partners must submit the invoice, receipt, and corresponding packing slip with the financial report via F5FC's program database. F5FC will verify the equipment throughout the duration of the contract and at contract termination.

Funded Partners are responsible to safeguard, maintain, and track the location of equipment and capital assets. Funded Partners are required to maintain an inventory list of equipment & capital purchased with F5FC funds, which at minimum should include:

- Name of item
- Date of purchase
- Quantity
- Cost at time of purchase
- Serial number
- Assigned staff/ User
- Exact location where the equipment is located

F5FC staff will verify details of the equipment/capital as a part of the contract monitoring process and document any discrepancies. Any changes in the equipment status (e.g. location and/or assignment to staff) must be tracked by the Funded Partner. Any equipment transfer or sale must be approved by F5FC beforehand.

For contract closing requirements regarding equipment, please refer to the End of Fiscal Year and Contract Term Requirements portion of this manual.

#### **Food Purchases**

Food and beverage purchases with F5FC funds must contribute to the overall health and wellbeing of young children and their families and comply with the <u>United States Department of Agriculture Dietary Guidelines</u>. Funded Partners are encouraged to consider the cultural appropriateness of all food items purchased. Unhealthy items purchased with F5FC funds may be considered disallowed costs (e.g. soda, candy, sugary drinks, and highly processed foods). Contact your F5FC Contract Manager for clarification if needed.

Food/refreshment purchases for the contract/agency staff is not a reimbursable expense.

# **Incentives & Stipends**

Purchases for participant stipends & incentives must be discussed prior to issuing/purchasing and be included in your approved contract budget and directly align with the scope of work deliverables. In the case that your contract includes incentives (sometimes issued as gift cards), you must maintain documentation that includes the receipt of purchase and a sign out sheet with the incentive recipients' signature and name (first initial, last name). Cash (including prepaid debit cards) is not considered an allowable incentive/stipend request.

#### Travel

Funded partners are authorized to receive reimbursement for travel expenses incurred while attending official functions associated with the contract, so long as expenses are reasonable, prudent, and appropriate. Reimbursement for expenses associated with other related trainings, seminars, or meetings must be included in the contract and have prior approval by the F5FC Contract Manager.

Proper documentation for out of county contract-related travel is required to be submitted with a request for reimbursement including receipts for airline, hotel, car rental, and gas purchases. Reimbursement may be requested only after travel has occurred. The per diem, incidental and other reimbursement processes will follow the F5FC Travel Policy. Unallowable expenses associated with travel include but are not limited to road snacks or refreshments, souvenirs, business-sponsored meals, bar tabs or minibar costs, etc. It is best practice to get prior approval from your F5FC Contract Manager for travel expenses.

Mileage reimbursement will be at the current IRS rate, unless otherwise approved by your Contract Manager.

# **Supplanting Policy**

This policy provides Commission staff and <u>Service Providers Funded Partners</u> a clear and definitive understanding of the Commission's interpretation of the legislative language and how to apply it to contract/program development. The California Children and Families First Act of 1998, and Section 30131.4 of the California Revenue and Taxation Code, states:

"All moneys raised pursuant to taxes imposed by Section 30131.2 shall be appropriated and expended only for the purposes expressed in the California Children and Families First Act and shall be used only to

supplement existing levels of service and not to fund existing levels of service. No moneys in the California Children and Families First Trust Fund shall be used to supplant state or local General Fund money for any purpose."

# **Implementation**

No Commission funds shall be used to supplant (i.e., take the place of or replace) state or local General Fund money (as defined in the definitions section) for any purpose. This prohibition does not apply to federally funded or privately funded programs.

Commission funds shall be used only to supplement (i.e., add to or increase) existing levels of service (as defined in the definitions section) and not to fund existing levels of service. No Commission funds shall be granted or used for services funded by state or local General Funds unless the Commission's funding will improve the quality or quantity of an existing service.

The prohibition on supplantation is not intended to prevent, stifle or discourage state or local government agencies from funding pilot programs (as defined in the definitions section), which provide valuable innovations and formation. The prohibition on supplanting therefore does not apply to pilot programs or services.

#### Definitions:

State General Fund money is defined as any money received into the treasury of the state and not required by law to be credited to any other fund (Gov. Code 16300). This includes all funds received by the state except those collected by a specific fee or tax for a particular purpose (e.g., Proposition 10 funds, Proposition 99 funds, excise taxes assessed for a particular purpose). State general fund money also includes funds originating from the state treasury (not required to be credited to any other fund) that are subsequently earmarked for a particular use at the county level.

Local General Fund money as pertaining to county is defined as any money received into the treasury of the local government and not specifically appropriated to any other fund (Gov. Code 29301).

Local General Fund money as pertaining to cities, municipalities, or public agencies is defined as any money received into the treasury of the local city, municipality or public agency and not specifically appropriated to any other fund.

Existing services are defined as services in effect or operation at the time a request for funding is acted upon by the Commission, or at any time within the 12-month period preceding the Commission's action.

*Pilot programs* or services are defined as those activities that are implemented on a temporary and limited basis in order to test and evaluate the effectiveness of the program, develop new techniques, or gather information.

*Note:* This policy is not to be construed as limiting creativity in terms of prospective applicants/grantees from proposing blended funding streams from multiple sources (public and private).

ADMINISTERED BY CHILDREN & FAMILIES COMMISSION OF FRESNO COUNTY

# **REGULAR BUSINESS MEETING**

August 27, 2025 - 12:00 p.m.

2405 Tulare Street Fresno, CA 93721

#### **AGENDA ITEM NO. 5**

TO: Children & Families Commission of Fresno County

FROM: Fabiola González, Executive Director

SUBJECT: Approve Agreement with Anna James Miller To List for Sale Commission-Owned

Property in the City of Huron, California

# **RECOMMENDED ACTION:**

Approve an agreement with Anna James Miller to list and represent the Commission with the sale of the Commission owned-parcel of land and modular building previously known as the Huron Family Learning Center in the City of Huron, California and delegate the opening of the property sale and real property negotiations to the Executive Director.

#### **BACKGROUND:**

In 2011, the Commission purchased just under one-half acre of land and built a modular building in the City of Huron, California to create a preschool and community center. The Commission contracted with West Hills Community College District (WHCCD), to fully operate the preschool's two half day programs for 48 children per year and coordinate the community training space for a yearly rate of \$1.00.

With the outbreak of COVID-19 in March 2020, WHCCD decided to not renew the contract and the site was closed. Commission staff attempted to find options, with the State of California and community partners, to keep the state preschool slots in the City of Huron given the high need for infant and toddler care in this part of our county. Ultimately, the State could not transfer or redesignate the slots, and the preschool slots were eventually relinquished back to the State. Due to the property's location, limited Commission resources and staff capacity, in consideration of the Commission's Strategic Plan focus, the site was appraised and the Commission voted to list the property and building for sale.

As a first step in listing the property for sale, the Commission adopted a Resolution at the April 2025 Commission Meeting declaring the property as "exempt surplus land" and filed the Resolution. The California Department of Housing and Community Development deemed the property exempt under the Surplus Land Act.

The next phase of the process is to list the property for sale. Staff opened the opportunity for licensed commercial real estate professionals and firms to submit bids to support with the sale of the Huron site. It is staff's recommendation to list the property at the appraised price of \$250,000.00. A covenant may be recorded depending on the buyer and any acceptance of an offer is contingent upon the Commission's approval.

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**Procurement:** On August 1, 2025, an informal request for bids was released seeking bids from licensed commercial real estate professionals or firms to support with the sale of the property. Four bids were received and reviewed by Commission staff who recommended moving forward with a contract with Anna James Miller based on their relevant commercial real estate experience, particularly their experience working on similar transactions with organizations in the nonprofit and service sectors, and their commission fee structure.

**Fiscal Impact:** Real estate agent/brokerage fees are anticipated at 3% of the final sale price of the property and are payable at closing. Additional anticipated costs related to the sale include but are not limited to legal fees, closing costs (i.e. escrow fees, property taxes etc.,) repairs/maintenance, etc. Staff anticipates all costs and expenses (including real estate brokerage fees) not to exceed \$15,000 to come from the Operating – General & Administrative Expenses and Professional Services Expense line item in the Commission's Fiscal Year 2025-2026 Approved Budget.

# **CONCLUSION:**

If approved, Commission staff will work with Anna James Miller to list the property on commercial listing platforms CoStar, Loopnet, and CREXi and have the sale opened through the week of October 20<sup>th</sup>. All offers will be brought back to the October 29<sup>th</sup> Commission Meeting for the Commission's review and consideration. If the Commission decides against selling the Huron property, the site will sit vacant while staff regroups with counsel on another possibility to maximize the space for the Huron Community.

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ADMINISTERED BY CHILDREN & FAMILIES COMMISSION OF FRESNO COUNTY

# **REGULAR BUSINESS MEETING**

August 27, 2025 - 12:00 p.m.

2405 Tulare Street Fresno, CA 93721

#### **AGENDA ITEM NO. 6**

TO: Children & Families Commission of Fresno County

FROM: Fabiola González, Executive Director

SUBJECT: Children and Families Policy Update

#### **BACKGROUND:**

This report intends to keep the Commission informed of policy updates and activities at the local, state, and federal level affecting young children and their families.

#### State:

State budget Signed by Governor Newsom on June 27 and went into effect on July 1, 2025. A few implication of the budget on families with young children include:

- Allocation of \$2.1 Billion to expand Transitional Kindergarten (TK), reduce classroom ratios, strengthen teacher qualifications, and ensure high quality early education.
- The state reaffirms its \$7 billion investment in subsidized child care—backfilling expiring federal funds to maintain provider reimbursement rates and honoring its commitment to 146,000 new child care slots.

# 2025 Bill Tracker:

Below are three bills that our First 5 network is supporting, categorized by their corresponding policy priorities.

Policy Priority: Comprehensive Care and Development		
Bill No.	Author	Description
SB 257	Wahab	The PARENT Act would let people enroll in or change their health insurance when they become pregnant and would stop insurers from denying or limiting maternity or newborn care—especially for surrogates—based on how the pregnancy happened.

Policy Priority: Economically Secure Families		
Bill No.	Author	Description
SB 716	Durazo	SB 716 would make affordable high-speed internet a basic lifeline service in California, requiring providers to offer plans with at least 100 Mbps download speeds for \$30 or less to help low-income households stay connected, especially after federal subsidies ended.

Policy Priority: Early Care and Education		
<u>AB 752</u>	I Athla Fariac	The bill makes it easier to open daycare centers next to apartment
		buildings or community spots like parks or schools by treating them like

regular homes under local rules and skipping the usual environmental
review process.

The California Legislature returned from Summer Recess on August 18<sup>th</sup>, 2025 and entered the last stretch of the 2025 Legislative cycle. Bills will need be passed by the September 12 deadline before heading to Governor Newsom to sign by October 12, 2025.

# Federal:

The reconciliation bill, H.R. 1 (AKA, the "One Big Beautiful Bill Act), was signed by the President on July 4, 2025. The passage of this bill will have a significant impact on families in Fresno County, where 64% of residents are enrolled in Medi-Cal and 76% of children aged 0-5 are eligible for Medi-Cal. The SNAP cuts could affect up to 150,000 families locally. The full impact of the reconciliation bill is unknown, as it will not take effect until 2026 and into 2027.

ADMINISTERED BY CHILDREN & FAMILIES COMMISSION OF FRESNO COUNTY

# **REGULAR BUSINESS MEETING**

August 27, 2025 - 12:00 p.m.

2405 Tulare Street Fresno, CA 93721

#### **AGENDA ITEM NO. 7**

TO: Children & Families Commission of Fresno County

FROM: Fabiola González, Executive Director

SUBJECT: Executive Director's Report

This report intends to keep the Commission informed of the Executive Director's local and statewide activities and involvement that further the vision and mission of the Commission and are in support of strengthening our early childhood systems of care.

#### General Administration

- This month we welcome our newest Commissioner, Erika Martinez! Ms. Erika Martinez was appointed in June by the Board of Supervisors to fill our vacant spot on our Commission. Erika is a Coaching Specialist with Ampact, a community organization that exists to support AmeriCorps members that tutor K-3+ grade students in foundational reading and math skills with a strong focus in early learning and social-emotional development in school districts across Fresno County. She's also a former teacher with Fresno Unified School District.
- On August 19<sup>th</sup>, staff presented to the Board of Supervisors our 2025-2030 Strategic Plan, per a requirement in the county ordinance. Following our presentation, a 45-day public comment period is currently in motion, to receive and consider any comments on the plan.
- We are seeking qualified applicants for an Accounting and Business Operations Officer position to spearhead accounting, fiscal and business-related tasks for the Commission and the Lighthouse for Children, Inc. Applications are being accepted through Friday, September 5<sup>th</sup> and the job announcement is on our website: <a href="https://first5fresno.org/jobs/accounting-business-officer/">https://first5fresno.org/jobs/accounting-business-officer/</a>.

# Local and Statewide Involvement in Early Childhood Efforts

- The David and Lucille Packard Foundation is conducting a landscape study in three California counties, Alameda, Fresno, and Monterey, to inform their new 10-year Children and Families Initiative, which aims to improve maternal and infant health outcomes and support healthy child development from birth to age three, focusing on Black, Indigenous, and Latino families. Commission staff and I are staying closely involved and providing feedback as this initiative rolls out. Following the study, the foundation intends to invest in these communities based on their findings. We will actively explore ways to partner in their investment strategies in Fresno County.
- On Thursday, August 28<sup>th</sup> commissioners, some of our CBO Funded Partners and staff will be participating in the 12<sup>th</sup> Annual State of Our Children's Breakfast event, which brings together more than 600 community stakeholders to celebrate the impact of our collective work and embrace the challenges that remain to ensure the wellbeing of children in Fresno County. We look forward to seeing some of you there!

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• Since launching **Dolly Parton's Imagination Library of Fresno County**, over 37,000 books have been mailed out to over 9,600 children! 22% of children reside in our rural communities and 19% of children are enrolled in the Bilingual-Spanish library option. Six months into the program, we are on track to mail over 300,000 books to 25,000 Fresno County children over the next two years!

# Administrative Agreements and Renewals

Pursuant to the Commission's Accounting Policies and Procedures, which grant the Executive Director the authority to "execute operating contracts that are administrative in nature and affect the day-to-day operations of the Commission (no dollar limit)" and, "to renew agreements within the originally approved term, including its approved renewal period, and within the approved contract amount without additional Commission approval," the following agreements will be renewed based on satisfactory performance:

# 2025 -2030 Strategic Plan - Graphic Design Services

**Agency:** Runyon Saltzman, Inc (RSE)

**Amount:** \$4,892

FY 2025-2026 Budget Line Item: Operating - Program Development/Strategic Planning Implement

Expense

**Term:** July 1, 2025 - June 30, 2026

# Early Matters Fresno - Microsite Design Services

Agency: Archer & Hound Advertising

**Amount:** \$7,000

FY 2025-2026 Budget Line Item: External Revenue – Blue Meridian Partners - Early Matters Fresno

**Term:** July 1, 2025 - June 30, 2026

# Unarmed Security Guard and Patrol Services - Renewal

**Agency**: Securitas USA

**Amount**: \$35.54 rate/hour at 65 hours/week (\$120,125.20 annually)

FY 2025-2026 Budget Line Item: Proportionate split- Operating - Overhead Expense, Community

Learning Center, Quality Rating & Improvement System (QRIS)

**Term**: July 1, 2025 - June 30, 2026

# Lighthouse for Children Janitorial Services - Renewal

**Agency**: ABM Building Value **Amount**: \$8,168.43 /month

FY 2025-2026 Budget Line Item: Proportionate split - Operating - Overhead Expense, Community

Learning Center, Quality Rating & Improvement System (QRIS)

**Term**: July 1, 2025 - June 30, 2026

# Lighthouse for Children - Heating, Ventilation, Air Conditioning (HVAC) Support Agreement

**Agency**: Trane

Amount: \$25,900 for one year with a 7% increase for years two and three

FY 2025-2026 Budget Line Item: Proportionate split - Operating - Overhead Expense, Community

Learning Center, Quality Rating & Improvement System (QRIS)

**Term**: July 1, 2025 - June 30, 2028

**Procurement:** Three bids were collected, and Trane was selected.

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