



## COMMUNITY ACTION PARTNERSHIP OF SAN BERNARDINO COUNTY DIAPER BANK PROGRAM

### CONTRACT WITH SAN BERNARDINO COUNTY, PRESCHOOL SERVICES DEPARTMENT

This Contract is made and entered into by and between Community Action Partnership of San Bernardino County ("CAPSBC"), a private nonprofit corporation with a 501(c)3 status, and **San Bernardino County, Preschool Services Department** ("Partner Agency"), for the purpose of operating a Diaper Bank Program. Sometimes hereinafter, CAPSBC and Partner Agency may be referred to individually as a "Party" and collectively as the "Parties."

#### I. PURPOSE:

The purpose of this CONTRACT is to describe the relationship, responsibilities, services, and operating policies of CAPSBC for the operation of a Diaper Bank Program administered through the CAPSBC Food Bank. This CONTRACT outlines the role of CAPSBC as the "Diaper Bank Provider" and the Partner Agency as the "Diaper Distribution Agency."

CAPSBC is a private Community Action Agency (CAA) established as a result of the Economic Opportunity Act of 1964. That legislation provided for a national network of Community Action Agencies responsible for planning and implementing programs designed to fight poverty at the local level. Established in 1965, CAPSBC is the locally designated Community Action Agency serving the low-income, elderly, homeless and disadvantaged residents of San Bernardino County. CAPSBC's Food Bank mission is to alleviate hunger and malnutrition throughout San Bernardino County by mobilizing a network of partner agencies to distribute food to low-income households to achieve positive health outcomes for those suffering from hunger and food insecurity.

The Diaper Bank Program supports low-income families in San Bernardino County by providing free diapers through a network of partner agencies. The goal is to reduce the financial burden of purchasing diapers, improve children's health and well-being, and support overall family stability.

#### II. TERM

The term of this CONTRACT will be from October 1, 2025, through September 30, 2030. Unless cancelled by either party.

#### III. CAPSBC RESPONSIBILITIES:

**CAPSBC** agrees to provide the following:

1. Serve as the fiscal and overall administrator of the Diaper Bank Program, which provides free monthly diaper distributions to low-income families in San Bernardino County.
2. Provide training and technical assistance to **Partner Agency** to support implementation and compliance with program requirements.
3. Coordinate the monthly provision of diapers to the **Partner Agency** for the purpose of community distribution.
4. Provide diapers at no cost to the **Partner Agency** to assist up to 650 diaper-aged children, with each child receiving 50 diapers (2 packs) per month, unless otherwise agreed upon.

5. Maintain communication with **Partner Agency** regarding program updates, delivery coordination, and reporting.
6. Promote the **Partner Agency's** participation in the Diaper Bank Program on **CAPSBC's** website and/or social media platforms, as appropriate.
7. **CAPSBC** will provide a logo for inclusion in all **Partner Agency's** marketing materials to promote the Diaper Bank Program.
8. Provide access to the Primarius (PWW) system for the **Partner Agency** to submit diaper orders and complete monthly reporting.
9. **CAPSBC** shall require all persons directly or indirectly involved in the administration of services provided under this contract to comply with the provisions of Section 10850 of the Welfare and Institutions (W & I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures to assure that:
10. All applications and records concerning any individual made or kept by any public officer, public agency, or **CAPSBC** in connection with the administration of services provided under the contract will be confidential and will not be open to examination for any purpose not directly connected with administration, performance, compliance, monitoring, or auditing of such services.
11. No person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under the contract. **CAPSBC** will agree to inform all persons directly or indirectly involved in the administration of services provided under the contract of the above provisions, and that any person deliberately violating these provisions is guilty of a misdemeanor.

#### IV. **PARTNER AGENCY RESPONSIBILITIES:**

**Partner Agency** agrees to:

1. Designate a site liaison to oversee all Diaper Bank-related activities and serve as the primary point of contact between **CAPSBC** and the **Partner Agency**.
2. Submit accurate monthly reports through the Primarius (PWW) portal no later than five (5) business days after the agency's monthly distribution date.
3. Submit diaper orders through the Primarius (PWW) portal no later than five (5) business days after the agency's monthly distribution date. Orders will only be processed once all required reporting and documentation have been submitted.
4. Ensure delivery coordination by maintaining communication with **CAPSBC** and providing access for safe unloading at the designated location. Delivery is contingent upon timely order and report submission.
5. Distribute diapers to enrolled or eligible **Partner Agency** program participants only, with each child receiving 50 diapers (2 packs) per month, unless otherwise agreed upon. Diapers must be provided free of charge and may not be sold, traded, or exchanged under any circumstances.
6. Provide a protected, dry, and accessible storage area for diapers.
7. Maintain secure inventory tracking to avoid duplication or misuse of program resources.

8. Notify **CAPSBC** of any changes in distribution dates, times, or location at least thirty (30) days in advance to allow for coordination and compliance review.
9. Promote **CAPSBC's** Diaper Bank partnership on **Partner Agency's** website and/or social media platforms, as appropriate.
10. Refrain from publishing or distributing program materials without crediting **CAPSBC** as a program partner in all relevant communications, including print and digital media.
11. Participate in ongoing training or technical assistance opportunities provided by **CAPSBC** to ensure proper program implementation.
12. Recruit and manage volunteers to assist with diaper distribution as needed.
13. Maintain compliance with **CAPSBC's** program monitoring requirements and provide site access upon request for review or auditing purposes.
14. **Partner Agencies** that fail to submit both their diaper order and monthly report within the required timeframe will not be eligible to receive diapers for the following month. Repeated failure to meet program requirements may result in termination from the Diaper Bank Program.

## V. MUTUAL INDEMNIFICATION

**Partner Agency** agrees to indemnify, defend, and hold harmless **CAPSBC** and its authorized Directors, Officers, employees, agents and volunteers from any and all claims, actions, lawsuits, losses, damages and/or liabilities arising out of or relating to the negligent actions or omissions in connection with this CONTRACT of Partner Agency or of any employee, contractor, volunteer or agent of Partner Agency (collectively a "CAPSBC Claim"); including, without limitation, all costs or expenses incurred by **CAPSBC** on account of any CAPSBC Claim.

**CAPSBC** agrees to indemnify, defend, and hold harmless **Partner Agency** and its authorized Directors, Officers, employees, agents and volunteers from any and all claims, actions, lawsuits, losses, damages and/or liabilities arising out of or relating to the negligent actions or omissions in connection with this CONTRACT of CAPSBC or of any employee, contractor, volunteer or agent of CAPSBC (collectively a "Partner Claim"); including, without limitation, all costs or expenses incurred by **Partner Agency** on account of any Partner claim.

## VI. MUTUAL INSURANCE

Without in any way affecting the indemnity herein provided and in addition thereto **CAPSBC** and **Partner Agency** shall secure and maintain throughout the CONTRACT the following types of insurance with limits as shown:

- i. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, and contractual liability.
- ii. Professional Liability insurance covering acts, errors, mistakes, or omissions arising out of or related to the Services, with a limit of not less than \$1,000,000 per claim.
- iii. Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.
- iv. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the **Partner Agency** and all risks to such persons under this CONTRACT.

**Additional Named Insured** - All such insurance policies, except Workers' Compensation, shall name **CAPSBC**, and **Partner Agency** as additional insureds. Insurance policies issued on a "claims made" basis shall extend for two years past completion of the Services.

Before beginning services, the parties shall exchange (by mail, email, or fax) certificates of insurance showing compliance with these insurance requirements. **Partner Agency** shall maintain such insurance from the time **Partner Agency** and **CAPSBC** commence performance of services hereunder until the completion of such services.

## **VII. CONFIDENTIALITY AND NONDISCRIMINATION**

**Partner Agency** will take any reasonably necessary action to protect and maintain confidentiality of all program participants, as specified in Welfare and Institutions Code § 10850, and Division 19-000 of the Department of Social Services Manual of Policies and Procedures.

**Partner Agency** will not discriminate against any participants on the basis of race, color, national origin, or ancestry, sex (including sexual harassment), handicap (or disability), marital status, age, religion, or political affiliation in any of Partner's policies, procedures or practices. This nondiscrimination policy covers all of Partner Agency's business activities whether or not part of **CAPSBC** collaborative activities.

## **VIII. TERMINATION, EXTENSION AND AMENDMENT**

**CAPSBC** may immediately terminate this CONTRACT at will by providing **Partner Agency** with written notice. **Partner Agency** will provide **CAPSBC** with sixty (60) days prior written notice of termination so that **CAPSBC** may have reasonable time to find a suitable replacement for **Partner Agency**. Upon mutual written agreement of the Parties, the term of this CONTRACT may be extended on a calendar year basis contingent on availability of funding. The operative provisions of this CONTRACT may also be amended at any time by written agreement of the Parties.

## **IX. NOTICES**

Notices authorized or required to be given pursuant to this CONTRACT shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the following addresses set forth for each of the Parties, or to such other changed addresses communicated to the Parties in writing:

Community Action Partnership of San Bernardino County (CAPSBC)  
ATTN: Patricia Nickols-Butler, President & CEO  
696 South Tippecanoe Avenue  
San Bernardino, CA 92408

Human Services Administration  
ATTN: Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415

AND

Partner Agency: Preschool Services Department  
ATTN: LaShawn Love-French, Parent, Family, Community Engagement Manager  
662 S. Tippecanoe Avenue  
San Bernardino, CA 92415

**X. RESERVED**

**XI. APPLICABLE LAW AND VENUE**

This CONTRACT shall be construed and interpreted in accordance with the internal laws of the State of California without reference to its conflict of laws principles. The proper venue for any action or proceeding arising out of or relating to this CONTRACT shall be San Bernardino County, California.

**XII. ATTORNEYS' FEES**

In the event that it should become necessary for any party to bring an action, either at law or in equity, to enforce or interpret the terms of this CONTRACT, each Party shall pay its own costs and expenses incurred, including, without limitation, court costs and reasonable attorneys' fees, regardless of who is determined by the court to be the prevailing party. This section shall not apply to attorneys' fees incurred pursuant to Section V.

**XIII. INTEGRATED AGREEMENT**

This CONTRACT constitutes the entire agreement of the Parties with respect to the subject matter of this CONTRACT.

**XIV. SUCCESSORS AND ASSIGNS**

Subject to any restriction on assignments contained herein, this CONTRACT shall be binding upon and shall ensure the benefit of the respective Party's successors and assigns.

**XV. SEVERABILITY**

Any provision in this CONTRACT, which is illegal, invalid, or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity, or unenforceability without invalidating the remaining provisions hereof or affecting the legality, validity or enforceability of such provision in any other jurisdiction. The Parties hereto agree to negotiate in good faith to replace any illegal, invalid, or unenforceable provision of this CONTRACT with a legal, valid, and enforceable provision that, to the extent possible, will preserve the economic bargain of this CONTRACT, or otherwise to amend this CONTRACT to achieve such a result.

**XVI. ELECTRONIC SIGNATURES**

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

**COLLABORATING AGENCIES SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have executed this CONTRACT as set forth below.

SAN BERNARDINO COUNTY

COMMUNITY ACTION PARTNERSHIP OF  
SAN BERNARDINO COUNTY

*(Print or type name of corporation, company, contractor, etc.)*

► \_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_

Name Patricia Nickols-Butler  
*(Print or type name of person signing contract)*

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Title President & CEO  
*(Print or Type)*

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address 696 South Tippecanoe Avenue  
San Bernardino, CA 92408