

N/A THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

2781

SAP Number

N/A

Department of Public Health

Department Contract Representative	Michael Shin, HS Contracts
Telephone Number	(909) 386-8146
Contractor	Santa Claus, Inc.
Contractor Representative	Sandra Lourenco
Telephone Number	(909) 885-0090
Contract Term	November 17, 2021 – August 31, 2023
Original Contract Amount	Non-Financial
Amendment Amount	\$0
Total Contract Amount	\$0
Cost Center	N/A

Briefly describe the general nature of the contract:

Non-Financial Memorandum of Understanding with Santa Claus, Inc. and Youth Enrichment Services (SCI/YES!) to receive donated products from SCI/YES! for the period of November 17, 2021 through August 31, 2023.

Kristina Robb
for Adam
Ebriht

FOR COUNTY USE ONLY

Approved as to Legal Form

Adam Ebriht, Deputy County Counsel

Date October 14, 2021

Reviewed for Contract Compliance

Becky Giroux, HS Contracts Manager

Date October 14, 2021

Reviewed/Approved by Department

Joshua Dugas, Director

Date October 14, 2021



MEMORANDUM OF UNDERSTANDING:

SERVICE PERIOD – SEPTEMBER 1, 2021 TO AUGUST 31, 2022

By signing the Memorandum of Understanding (MOU) below the nonprofit, school, school district, or church represents that it will, at all times, be in compliance with the Santa Claus Inc. (SCI) guidelines as stated.

This Memorandum of Understanding (MOU) is hereby entered into by Santa Claus, Inc. and **San Bernardino County Department of Public Health (DPH)**, (nonprofit, school, school district, or church), to receive products from Santa Claus, Inc. according to the provisions contained herein.

Santa Claus, Inc. (SCI) and **San Bernardino County Department of Public Health (DPH)** hereby agree as follows:

- SCI will provide products as available to eligible nonprofits and churches to enhance opportunities for needy families.
ABSOLUTELY no product donations from SCI shall be sold, bartered, or traded for donations of any kind. SCI reserves the right to refuse further services.
- The organization will pick up product at the scheduled date and time. Failure to do so may result in product being re-stocked and refusal of further services.
- The church or nonprofit is required to provide SCI with feedback in the form of social media, letters, testimonies, pictures, or any available data reflecting donations. Failure to do so will result in the cancellation of services.
- This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.
- **To participate in the separate Faith-based Amazon Gaylord Program church or other nonprofit agrees to pay an administrative fee of \$100 per gaylord through the SCIfaithportal.org or by cash or check, at the time of pick up.**

I FULLY understand and agree with the Santa Claus, Inc. Memorandum of Understanding:

DocuSigned by:

Elizabeth Sneed-Berrie

October 18, 2021

Date

B9C5C0B875854B7...
Elizabeth Sneed-Berrie, Program Coordinator
San Bernardino County Black Infant Health

OCT 26 2021

Date

Curt Hagman
Curt Hagman, Chairman, Board of Supervisors

*****Return NO LATER THAN Sept. 1st, 2021 to karen.dicarlo@santaclausinc.com Mailing address: P. O. Box 2642, San Bernardino, CA. 92406**

**Santa Claus, Inc. of Greater San Bernardino
Youth Enrichment Services (Yes!)
Memorandum of Understanding (MOU)**

This "Memorandum of Understanding (MOU) is hereby entered into by **SANTA CLAUS, INC. AND YOUTH ENRICHMENT SERVICES ("SCI/YES!")** and San Bernardino County, Department of Public Health (DPH) to receive donated products from "SCI/Yes!" in accordance with the provisions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, "SCI/Yes!" and DPH hereby agree as follows:

GENERAL

- "SCI/Yes!" will provide overstock products that enhance life and opportunities for needy children.
- When a product is available for pick up "SCI/Yes!" will provide as much detailed information as is available to the receiving nonprofit, school or school district designated contact.
- Nonprofit, school, or school district will consider whether to accept any product from "SCI/Yes!" on a case by case basis after receipt of detailed product information.
- Absolutely no product donations from SCI/Yes! shall be sold, bartered or traded for donations of any kind.
- EIN #, School, or District # must be provided for services 95-6002748
- This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

PUBLICITY

- DPH will provide "SCI/Yes!" with feedback in the form of social media, letters, testimonies, pictures, or any available data after each donation. Failure to do so may result in cancellation of services.
- "SCI/Yes!" reserves the right to provide social media, pictures, showing distributions of donations that are made to its nonprofit, school, or school district partners, keeping in mind that no pictures of children or parent recipients will be used without express agreement by signed "release" forms.
- Nothing in this "Agreement" shall be deemed to create a partnership, joint venture, or ownership interest by one party in the other.

Signed By:

DocuSigned by:



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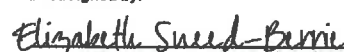
Santa Claus, Inc.

Sandra Lourenco, YES Program Director

October 18, 2021

Date

DocuSigned by:



DPH Representative

Elizabeth Sneed-Berrie, Public Health Program Coordinator

October 18, 2021

Date


Curt Hagman, Chairman, Board of Supervisors

OCT 26 2021

Date



NEEDS ASSESSMENT - Must be completed in full

NAME OF NONPROFIT, SERVICE AGENCY, SCHOOL, SCHOOL DISTRICT, OR CHURCH

San Bernardino County – Department of Public Health Black Infant Health Program

EIN# 95-6002748 (REQUIRED) (No services available without EIN#)

ATTACHED COPY OF 501C3 IRS LETTER OF DETERMINATION (REQUIRED)

CONTACT Elizabeth Sneed-Berrie PHONE 909-387-6481

MAILING ADDRESS 351 N. Mt. View Ave 2nd Floor CITY San Bernardino ZIP 92415

E-MAIL ADDRESS elizabeth.sneed-berrie@dph.sbcounty.gov

***PHYSICAL ADDRESS OF LOCATION THAT PRODUCT WILL BE STORED**

CITY _____ ZIP _____

IS THIS A WAREHOUSE? _____ YES X NO SECURITY? X YES _____ NO

INCOME LEVELS OF FAMILIES SERVED (APPROXIMATE PERCENTAGE):

LOW 50 % VERY LOW 40 % EXTREMELY LOW 10 % HOMELESS 1 %

ETHNICITIES OF FAMILIES SERVED (APPROXIMATE PERCENTAGE):

ASIAN _____ % BLACK 80 % CAUCASION _____ % HISPANIC _____ %

MULTI-RACIAL 20 % NATIVE AMERICAN _____ % UNKNOWN _____

TARGET POPULATION: Pregnant and Parenting African-American Families with the following children

0 – 5 75 % 5 – 12 20 % 12-18 5 % 18- 65 100 % ABOVE 65 _____ %

NUMBER OF CHILDREN SERVED YEARLY 96 NUMBER OF ADULTS SERVED YEARLY 96

BRIEFLY EXPLAIN SERVICES YOU PROVIDE: The Black Infant Health program provides educational and supportive services to self-identified African-American birthing persons and their families.

AREAS OF NEED: (PLEASE MARK ALL THAT APPLY)

**BACKPACKS/SCHOOL SUPPLIES _____ HYGIENE ITEMS _____ TOYS X INFANT ITEMS X BIRTHDAY _____
CLOTHING: INFANT X TODDLER X CHILDREN X ADULT _____ SHOES _____
COATS _____**

Santa Claus Inc. of Greater San Bernardino Code of Conduct

Santa Claus, Inc. is a community based organization dedicated to providing services for families in need through its Holiday Distribution Program and its Youth Enrichment Services (YES!) year round programs. Christmas items are provided for underprivileged children in the SCI regular service areas of Colton, Highland, Rialto, Redlands, and San Bernardino. Youth Enrichment Services (YES!) provides essential year round services throughout the regular service areas and the extended service areas of Ontario, Montclair, Fontana, Yucaipa, and the high desert.

Participation by volunteers, staff, and recipients of the program services of Santa Claus, Inc. is subject to the observance of the organization's policies and procedures. Any participant, volunteer, staff, or recipient who violates the Santa Claus, Inc. Code of Conduct may be subject to discipline, up to and including removal from the organization or its services.

- Abusive language towards a staff member, volunteer, or recipient.
- Possession or use of alcoholic beverages or illegal drugs on the Santa Claus, Inc. property
** Alcoholic beverages may be served to guests at the Santa Claus, Inc. Open House or at designated events held at the Santa Claus, Inc. warehouse.
- Bringing dangerous or unauthorized materials such as explosives, firearms, weapons, or other similar items onto the Santa Claus, Inc. property.
- Discourtesy or rudeness to a fellow volunteer, staff member, or to a recipient of the services of Santa Claus, Inc.
- Verbal, physical, or visual harassment of a staff member, volunteer, or recipient.
- Actual or threatened violence toward any individual or group.
- Conduct endangering the life, safety health, or well-being of others.
- Failure to follow any agency policies or procedures.
- Bullying or taking unfair advantage of any participant.
- Failure to cooperate with a supervisor or another person or authority.
- Removing items from warehouse that are the property of Santa Claus, Inc., i.e. donated items and/or purchased items. If a staff member or volunteer wants an item or items a request will be made to the department director. The department director will take the item(s) out of inventory and will suggest an appropriate donation for the item(s) to be made to the organization. The Executive Director will have discretion to set donation amounts for large donated items.

I have received, read and understand the Confidentiality Agreement. I agree to abide by the rules described above and understand that I may be removed as a volunteer, staff member, or recipient of services if I violate any of the rules of Santa Claus, Inc.

Elizabeth Sneed-Berrie, Program Coordinator

Name

DocuSigned by:

Stewart Hunter

5B90C9C55E7A4A0...

Signature

Stewart
Hunter for
Elizabeth
Sneed-Berrie

October 15, 2021

Date



Santa Claus Inc./Youth Enrichment Services (Yes!) Program Participation Agreement

This Santa Claus Inc./Youth Enrichment Services (Yes!) Program (SCI/Yes!) Program Participation Agreement is entered into by and between Santa Claus, Inc. a California Nonprofit Corporation, and San Bernardino County, Department of Public Health (DPH), (Organization) a nonprofit organization, school, or school district.

Affirmation of SCI/Yes! Master Donation Acceptance Agreement

The Organization represents that it is, and at all times will be, in compliance with the "SCI/Yes!" guide lines as stated in the Program Participation Agreement and MOU between the parties. In addition, the receiving "Organization" acknowledges and agrees that its participation in the "SCI/Yes!" program is subject to all stated terms and understands that "SCI/Yes!" reserves the right at any time by its sole discretion to terminate services for any "Organization" not following the terms and conditions of participation in the signed Program Participation Agreement and MOU.

The following must be on file with SCI/Yes! before services are rendered:

- 2021/2022 Signed copy of Program Participation Agreement
- 2021/2022 Needs Assessment Form
- Signed copy of Memorandum of Understanding (MOU)
- EIN or tax exempt nonprofit, school or school district number

Due to an anticipated increase in demand for services in 2021/2022, ALL documentation must be returned to Debra Willis, P. O. Box 2642, San Bernardino, California 92406, no later than June 15, 2021 for your nonprofit, school, or school district to be added to the SCI/Yes! list of recipients for 2021/2022. There will be no exceptions.

San Bernardino County, Department of Public Health (DPH)

October 15, 2021

Name of Organization

Date Signed

Stewart Hunter

Stewart
Hunter for
Elizabeth
Sneed-Berrie

Signature of Representative of the Organization

Elizabeth Sneed-Berrie, Public Health Program Coordinator

Printed Name and Title

Santa Claus Inc./Youth Enrichment Services (Yes!)

October 15, 2021

Sandra Lourenco

Signature of Representative of SCI/Yes!

Date Signed

Sandra Lourenco, YES Program Director

Printed Name and Title

Organization, School, or School District Member Application

GENERAL INFORMATION:

Organization, School, or School District: San Bernardino County –DPH-Black Infant Health Program

EIN# or School/District ID#: 95-6002748

Business Address 351 N. Mt. View Ave., 2nd Floor

City San Bernardino State CA Zip Code 92415-0010

Phone (909) 387-6470 Website <https://wp.sbcounty.gov/dph/programs/fhs/bih/>

*Main Contact Name Elizabeth Sneed-Berrie

Contact Title Program Coordinator *Contact Phone (909) 387-6481

*Contact E-mail elizabeth.sneed-berrie@dph.sbcounty.gov

Chief Executive's Name _____ Chief Executive's Phone _____

Chief Executive E-Mail _____

Estimated Number of Clients served per month 40

Estimated ages of clients served 16 – 50; Childbearing Age

Mission Statement

To improve African-American infant and maternal health, as well as decrease Black-White health inequities and social inequities for women and infants.

Does your organization operate a thrift/restore or host sale events? Yes _____ No X

Is your organization a 501(C)(3) _____ Faith Based _____ School/District _____ Public Health X

REQUIREMENTS:

Your organization, school, or district must submit all required documentation with a completed member application. Your application will be denied if it is not complete.

- Completed Application, MOU, and Need Assessment Form
- 501(C)(3) Certification from IRS