Meeting date, time, and place

April 3, 2013
3:30 p.m.
San Bernardino County Government Center, Covington Chambers
385 North Arrowhead Avenue
San Bernardino, CA 92415

Pledge of Allegiance

Chair or designee will lead the Pledge of Allegiance

Swearing-in Ceremony

Swearing-in of Margaret Hill as Commissioner

Special Presentation

“Healthy Cities” – Evelyn Trevino, Department of Public Health; introduction by Scott McGrath, Supervisor, First 5 San Bernardino

Conflict of Interest Disclosure

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

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

Report

Executive Director’s Report by Karen E. Scott

Report

Advisory Committee Report by Chair Leslie Egge

Consent Item

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

The agenda and supporting documents are available for review during regular business hours at First 5 San Bernardino, 330 North D Street, Suite 500, San Bernardino, California 92415.

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pg 5</td>
<td>Approve minutes of March 6, 2013 Commission Meeting. (Affected Districts: All) (Presenter: Ann M. Calkins, Executive Assistant, 387-1502)</td>
</tr>
<tr>
<td>2</td>
<td>11</td>
<td>Approve revised minutes of October 24, 2012 Commission Meeting. (Affected Districts: All) (Presenter: Ann M. Calkins, Executive Assistant, 387-1502)</td>
</tr>
<tr>
<td>3</td>
<td>19</td>
<td>Approve employment contract between the County of San Bernardino, Children and Families Commission, and Jeffery A. Faulkerson, Staff Analyst II, for a total annual cost of $80,593 ($54,455 Salary, $26,138 Benefits), effective May 4, 2013. (Affected Districts: All) (Presenter: Karen E. Scott, Executive Director, 387-1502)</td>
</tr>
</tbody>
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### DISCUSSION ITEM

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item</th>
<th>Details</th>
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</thead>
<tbody>
<tr>
<td>4</td>
<td>30</td>
<td>Approve upgrade of vacant Accountant II position ($51,915) to an Accountant III level ($54,246) for Children and Families Commission San Bernardino effective fiscal year 2013-14. (Affected Districts: All) (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 387-1505)</td>
</tr>
<tr>
<td>5</td>
<td>32</td>
<td>Approve and authorize release of the Family Literacy Development Services Request for Proposals (RFP) CFC 13-03 to provide literacy services to children birth through five years of age and their families in the County of San Bernardino for program years 2013-2015. (Affected Districts: All) (Presenter: Scott McGrath, Supervisor, 387-1524)</td>
</tr>
<tr>
<td>6</td>
<td>85</td>
<td>Approve the Healthy Cities/Communities Projects Request for Proposals (RFP) CFC 13-02 for an investment opportunity as a Health Systems initiative under the Systems focus area in the total amount of $1,000,000 (500,000 maximum annually) and authorize RFP release to plan and implement or enhance projects that empower the community and improve health results for pregnant women, children birth through 5 years of age and their families in the County of San Bernardino for fiscal years 2013-2015. (Affected Districts: All) (Presenter: Mary Jaquish, Supervisor, 387-1512)</td>
</tr>
<tr>
<td>7</td>
<td>136</td>
<td>Approve Amendment No. A1 for Contract Number S1010 with Children’s Fund in the total amount of $649,512 per year for Emergency Needs Program previously referred to as the Daily Referral/Voucher Program services for fiscal years 2013 – 2015 to remove restrictions on the use of store cards and add an additional two year extension for a total not to exceed amount of $1,948,536. (Affected Districts: All) (Presenter: Mary Jaquish, Supervisor, 387-1512)</td>
</tr>
</tbody>
</table>
Item No. | INFORMATION ITEM
---|---
148 8 | Receive information of First 5's intent to continue providing the required program match for the San Bernardino County CARES Plus program for the fiscal years 2013/14 and 2014/15. 
(Affected Districts: All) 
(Presenter: Karen E. Scott, Executive Director, 387-1502)

151 9 | Receive information on First 5 San Bernardino’s Investing in Children Obesity Intervention Initiative. 
(Affected Districts: All) 
(Presenter: Karen E. Scott, Executive Director, 387-1502)

Public Comment
Persons wishing to address the Commission will be given up to three minutes and pursuant to Government Code 54954.2(a)(2) “no action or discussion will be undertaken by the Commission on any item NOT on the agenda.”

Commissioner Roundtable
Open to comments by the Commissioners

Next Commission Meeting at First 5 San Bernardino, 330 North D Street, Fifth Floor, San Bernardino, CA 92415
May 15, 2013 *(PLEASE NOTE DIFFERENT DATE AND LOCATION)* 
1:00 p.m. 
Budget Workshop 
3:30 pm. 
Commission Meeting

The agenda and supporting documents are available for review during regular business hours at First 5 San Bernardino, 330 North D Street, Suite 500, San Bernardino, California 92415.

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

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

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Contractor</th>
<th>Principals &amp; Agents</th>
<th>Subcontractors; Principals &amp; Agents</th>
<th>Commissioner Abstentions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>2</td>
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<tr>
<td>7</td>
<td>Children’s Fund</td>
<td>Erin Phillips President and CEO</td>
<td>N/A</td>
<td>N/A</td>
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<td>8</td>
<td>N/A</td>
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<td>9</td>
<td>N/A</td>
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</tbody>
</table>
Minutes: Children and Families Commission Meeting

330 North D Street, Fifth Floor, San Bernardino, California 92415

Meeting Date, Time and Location
March 6, 2013
3:30 p.m.
Chair Haugan called the meeting to order at 3:34 p.m.
San Bernardino County Government Center, Covington Chambers
385 North Arrowhead Avenue
San Bernardino, CA 92415

Pledge of Allegiance
The Pledge of Allegiance was led by Chair Haugan

Swearing-in Ceremony
James Ramos, Third District Supervisor, was sworn in as Commissioner.

Special Presentation
Chair Haugan presented resolutions to outgoing Commissioners Nancy Ruth White and Dr. Guillermo Valenzuela

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

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

Attendees

Commissioners Present
- Mark Daniels
- Leslie Egge
- Linda Haugan
- Maxwell Ohikhuare, M.D.
- James Ramos
- Elliot Weinstein, M.D.

Staff Present
- Karen E. Scott, Executive Director
- Cindy Faulkner, Operations Manager
- Ann M. Calkins, Executive Assistant
- Regina Coleman, County Counsel
Save the Date:
Advisory Committee Meeting - March 14 at First 5 from noon to 3:00 p.m.
Budget Workshop - May 15 at First 5 from 12:30 p.m. to 3:00 p.m.

Shine A Light Breakfast
Children’s Network Annual Award Ceremony related to Child Abuse Prevention will be held at the National Orange Show in San Bernardino on March 28 at 7:30 a.m.

Early Education Contracted Provider Convening
March 18 from 10 am – noon at First 5 – looking at expansion of our preschool programs in order to serve more children; couldn’t come at a better time as we learn more about sequestration and its impacts on early education opportunities for our children.

Staffing:
Upon Commission approval, Cindy Peterson will begin employment at First 5 as an Office Assistant II, effective March 23. Cindy has more than 17 years of experience working with the County of San Bernardino, spending time with the Flood Control District, Sheriff’s Department and HR County Rideshare Program.

Asset Mapping:
With nearly $318 million invested in program and services for children in San Bernardino County since its inception, and as First 5 continues to promote, support and enhance the health and early development of children prenatal through age five, it makes sense that we would weigh in with the community that we serve to find out what kind of assets and resources they find available.

With the leadership of Harder + Co., our contracted evaluator, First 5 is embarking on an Asset Mapping project.

Asset Mapping is a community discussion about needs and assets related to many, social, service, and economic environments. We can verify existing assets and barriers to accessing services as well as clarify where new resources can do the most good, building on community strengths.

The purpose of Asset Mapping is to engage parents, residents and service providers in conversations about the formal and informal resources, social supports and strengths in their community. This approach treats those who live and work in the communities as the experts in the strengths and needs of their communities.

Asset Mapping will allow First 5 San Bernardino to identify strategic areas for future funding and strengthen the service infrastructure within San Bernardino County. Regional results will be shared widely.

Harder+Co.’s Community Research team along with First 5 staff will be conducting six community asset mapping sessions throughout the five districts of San Bernardino County between March 14 and April 30, 2013. The first Asset Mapping session will be held on Thursday, March 14 in Victorville.
We will utilize a central community friendly venue for parents and service providers to attend. Food and childcare will be provided. All sessions will be conducted in English and Spanish.

We are asking everyone to please help spread the word for maximum participation! Contact information is included on page 4 of this ED report.

Changes to Agenda

No changes.

Consent

A motion was made by Commissioner Ramos and seconded by Commissioner Ohikhuare to approve the corrected Consent Items. Without further comment or objection, motion carried.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CONSENT ITEMS</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Approve minutes of February 6, 2013 Commission Meeting. (Affected Districts: All) (Presenter: Ann M. Calkins, Executive Assistant, 387-1502)</td>
</tr>
<tr>
<td>2</td>
<td>Approve employment contract between the County of San Bernardino, Children and Families Commission, and Cynthia L. Peterson, Office Assistant II, for a total annual cost of $38,855 ($26,852 Salary, $12,003 Benefits), effective March 23, 2013. (Affected Districts: All) (Presenter: Karen E. Scott, Executive Director, 387-1502)</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Item No.</th>
<th>DISCUSSION ITEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Approve funding of staff positions and activities occurring within a four month strategic planning period to enable Loma Linda University Medical Center - Children’s Hospital Perinatal Institute to complete work necessary to implement the First 5 Commission approved telemedicine project by July 1, 2013 to support prenatal health in the High Desert region of the County in an amount not to exceed $46,682 for FY 2012/13. (Affected Districts: All) (Presenter: Karen E. Scott, Executive Director, 387-1502)</td>
</tr>
</tbody>
</table>

Continued from February 6, 2013 Commission Meeting, Agenda Item 4

Discussion

Commissioner Ramos asked if Morongo Basin is included in this proposal. Ms. Scott stated it is not included and since this is in the planning phase and Loma Linda is in the middle of obtaining agreements from participating hospitals, it may be possible at a future date.

At this time, Dr. Bryan Oshiro from Loma Linda University Medical Center approached the podium and gave a brief background summary. Dr. Oshiro stated that most of the County’s residents are located in the westernmost part of the County. It is not coordinated as far as perinatal care. There are babies being born and pregnant mothers who are being treated by doctors who don’t have the wherewithal to take care of them. LLUMC has the ability to do that, however, babies should not be born there if it’s not necessary. Physicians can at least offer their support and services electronically and that is what he is trying to coordinate. The
first step is to create the local associations with the hospitals so that they become familiar with the services involved. Dr. Oshiro said we will provide the screening for those babies and mothers and triage them at the local level. The most important thing is that they are treated at the local level since mothers and children should be taken care of in their communities.

The second thing is to educate the local physicians and their nursing staff and other community workers. Finally, if the babies and mothers need additional services, he does advise they visit LLUMC for services that are essential and necessary. The practice of medicine has changed dramatically and with the advent of the Affordable Care Act (ACA) implementation and the need for an accountable care organization (ACO) to take care of these things, we can extend our region and give our expertise to the facilities at the local level that are necessary to keep patients informed and practitioners informed so they can deliver the care.

In answer to Commissioner Ramos’s question, Dr. Oshiro replied that the infrastructure needs to be developed first. We did not want to over-promise because the technology is not yet in place. This is a pilot program to get the first few hospitals in line. These services will be extended to the entire San Bernardino valley and high desert as much as possible.

Commissioner Ramos asked if it’s possible to include the hospital in Morongo Basin in this initial study if we truly are reaching out to hospitals in our area. He also asked if Dr. Oshiro would be opposed to meeting with his staff for further discussion on this topic. Dr. Oshiro agreed to the meeting and stated that no hospitals were specifically identified in the initial proposal and if he receives a request for a certain hospital to be included, he will include it.

Commissioner Ohikhuare stated he is happy this is coming to fruition. Dr. Oshiro stated that the telemedicine project is trying to match the needs of the community with the level of care for the babies and mothers. The first step is establishing a relationship with the different facilities.

**Public Comment**
None

A motion was made by Commissioner Weinstein and seconded by Commissioner Ohikhuare to approve Agenda Item 3. Without further comment or objection, motion carried.

(Affected Districts: All)
(Presenter: Karen E. Scott, Executive Director)

The report was received by the Commission.

Select Chair and Vice-Chair for the Children and Families Commission of San Bernardino County.
(Affected Districts: All)
(Presenter: Karen E. Scott, Executive Director, 387-1502)

**Discussion**
Executive Director Scott asked for nominations from the floor.

A motion was made by Commissioner Daniels and seconded by Commissioner Ohikhuare to nominate Linda Haugan as Chair. Linda Haugan accepted the
A motion was made by Commissioner Daniels and seconded by Commissioner Egge to nominate Commissioner Ohikhuare as Vice Chair. Dr. Ohikhuare accepted the nomination.

As no further nominations were received from the floor, the nominations were closed and the slate was put to a vote. Without further comment or objection, the slate was elected.

**Public Comment**
None

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**Approve Contract Number HW052 with the County of San Bernardino Department of Behavioral Health (DBH) to administrator early childhood mental health services through Screening, Assessment, Referral, and Treatment (SART) and Early Identification and Intervention Services (EIIS) in the total amount of $15,456,234, not to exceed $5,152,078 per year for fiscal years 2013/14 through 2015/16.**
(Affected Districts: All)
(Presenter: Cindy Faulkner, Operations Manager, 387-1504)

**Discussion**
Commissioner Egge asked how can we be assured all areas are served? Ms. Faulkner stated the Department of Behavioral Health will serve the areas as outlined and according to the terms of the contract.

Commissioner Ramos requested an update be brought back to the Commission regarding the areas of the county being served and a list of the providers.

**Public Comment**
None

A motion was made by Commissioner Ramos and seconded by Commissioner Egge to approve Agenda Item 6. Chair Haugan abstained as she is the appointing authority for the Department of Behavioral Health. Without further comment or objection, motion carried.

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**Item No.** | INFORMATION ITEM
---|---
**7** | Receive information regarding First 5 San Bernardino’s Oral Health Campaign (Affected Districts: All)
(Presenter: Scott McGrath, Supervisor, 387-1524)
Commissioner Weinstein suggested First 5 staff contact the Tri-County Dental Association for collaboration efforts as well as the Academy of Pediatrics Dental Health office.

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**Public Comment**
None

**Commissioner Roundtable**
None
Adjournment

A motion was made by Commissioner Ohikhuare and seconded by Commissioner Daniels to adjourn the meeting. Without further comment or objection, motion carried.

Next Commission Meeting

April 3, 2013
3:30 p.m.
San Bernardino County Government Center
Covington Chambers
385 North Arrowhead Avenue
San Bernardino, CA 92415

Attest

Linda Haugan, Chair

Ann M. Calkins, Commission Secretary
REVISED Minutes: Children and Families Commission Meeting

330 North D Street, Fifth Floor, San Bernardino, California 92415

Meeting Date, Time and Location for Commissioner Workshop

October 24, 2012
11:30 a.m
Hilton San Bernardino
285 East Hospitality Lane
Room: University North/South
San Bernardino, CA 92415

The Commissioners engaged in various exercises (support, communication, planning and policy) and determined the following RFP priorities relating to these focus areas: Education, Family, Health and Systems.

EDUCATION
- Preschool experience

FAMILY
- Serving at-risk families

HEALTH
- Pre-natal care and preventative dental services

SYSTEMS
- Healthy Cities

Attendees

Commissioners Present
- Mark Daniels
- Leslie Egge
- Josie Gonzales (in part)
- Linda Haugan
- Maxwell Ohikhuare, M.D.
- Elliot Weinstein, M.D.
- Nancy Ruth White

Staff Present
- Karen E. Scott, Executive Director
- Cindy Faulkner, Operations Manager
- Ann M. Calkins, Executive Assistant
- Mary Jaquish, Interim Supervisor
- Staci Scranton, Supervising Office Assistant
- Scott McGrath, Supervisor
- Regina Coleman, County Counsel
- Mary Alvarez, Staff Analyst II
- Chris Espinoza, Staff Analyst II
- Leslie Fountain, Media Specialist II
Pledge of Allegiance
The Pledge of Allegiance was led by Chair Haugan

Swearing-in Ceremony
Executive Director Karen E. Scott swore in Elliot Weinstein, M.D., as a new Commissioner.

Special Presentation
Loretta Schnaus, Supervising Public Health Nurse II and Stewart Hunter, Administrative Supervisor I – Department of Public Health "Perinatal SART"

Conflict of Interest Disclosure
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Attendees

Commissioners Present
- Mark Daniels
- Leslie Egge
- Linda Haugan
- Maxwell Ohikhuare, M.D.
- Elliot Weinstein, M.D.
- Nancy Ruth White

Staff Present
- Karen E. Scott, Executive Director
- Cindy Faulkner, Operations Manager
- Ann M. Calkins, Executive Assistant
- Mary Jaquish, Interim Supervisor
- Staci Scranton, Supervising Office Assistant
- Scott McGrath, Supervisor
- Regina Coleman, County Counsel
- Mary Alvarez, Staff Analyst II
- Chris Espinoza, Staff Analyst II
- Leslie Fountain, Media Specialist II
The Advisory Committee met on October 18, 2012 to further discuss future funding opportunities in order to expend funds that have not yet been contracted for direct services.

They reviewed a summary on the Investing in Children RFP and the Gap Fill contracts to avoid any duplication of programs.

Members also revisited the Advisory Committee Recommendations that were presented to the Commission last fiscal year and identified potential areas of unmet needs based on the Children’s Now Scorecard for San Bernardino County.

Taking all this into consideration, the Committee developed a list of recommended program strategies which was presented at today’s Commission Workshop.

The next Advisory Committee is scheduled for November at the offices of First 5 San Bernardino.

Save the Date
State of First 5 Address - Thursday, January 3, 2013 at California State University, San Bernardino, Santos Manuel Student Union Events Center. The theme is “Making a Difference”. First 5 funded agencies will be on hand to network and share their displays. Program runs from 9:30 a.m. to 11:30 a.m. The keynote speaker will be Kris Perry, Executive Director of First 5 Fund, a national organization dedicated to advancing policies for early care and education. Ms. Perry is a passionate advocate for California’s youngest children. There will also be a video presentation featuring Commissioners and stakeholders.

A Poverty Simulation is also scheduled in the afternoon, following the State of First 5 Address. 14 Resource Centers and others are highly encouraged to sign up and participate in this engaging exercise.

Help Me Grow (HMG) Application
15 counties applied and San Bernardino County was officially accepted into the program. Our county will now join Alameda, Fresno and Orange in this replication project.

New Employee
Ruth Ann Martinez is our newest Staff Analyst II and she will be joining our staff on November 19.

New Look
Please take note of the Executive Director Report’s new look. This document was created by Phil Jones, who is a temporary employee for First 5.

Changes to Agenda
None
Consent

A motion was made by Commissioner Egge and seconded by Commissioner Daniels to approve the Consent Items. With Commissioner Gonzales absent, and without further comment or objection, motion carried.

<table>
<thead>
<tr>
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<th>CONSENT ITEMS</th>
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<tbody>
<tr>
<td>1</td>
<td>Approve minutes of August 01, 2012 Commission Meeting. (Affected Districts: All) (Presenter: Ann M. Calkins, Executive Assistant, 387-1502)</td>
</tr>
<tr>
<td>2</td>
<td>Amend and Approve Appendix B of CFC SB Policy 04-02 A6 Conflict of Interest Code. (Affected Districts: All) (Presenter: Cindy Faulkner, Operations Manager, 387-1504)</td>
</tr>
<tr>
<td>3</td>
<td>Rescind approval of Amendment A2 to CFC 06-01 Administrative Costs Policy and approve revised Amendment A2 to provide that administrative costs are monitored and guidelines are established to report to the Commission. (Affected Districts: All) (Presenter: Debora Dickerson-Sims, Administrative Supervisor, 387-1505)</td>
</tr>
<tr>
<td>4</td>
<td>Approve employment contract between the County of San Bernardino, Children and Families Commission, and Ruth Ann Martinez for Staff Analyst II services, for a total annual cost of $80,593 ($54,455 Salary, $26,138 Benefits) effective November 17, 2012. (Affected Districts: All) (Presenter: Karen E. Scott, Executive Director, 387-1502)</td>
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<thead>
<tr>
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<tbody>
<tr>
<td>5</td>
<td>Conduct public hearing of the Children and Families Commission for San Bernardino County Annual Audit for Program Year 2011-12. (Affected Districts: All) (Presenter: Debora Dickerson, Administrative Supervisor II, 387-1505)</td>
</tr>
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Administrative Supervisor II Debora Dickerson introduced David Showalter from Vavrinek, Trine, Day & Co., LLP, who presented to the Commission the following finding. Corrective action is noted below:

**Finding 2012-01: Financial Reporting**

**Criteria:** Management is responsible for a system of internal controls over financial reporting which should be designed to initiate, authorize, record, process, and report financial data reliably in accordance with U.S. generally accepted accounting principles.

**Condition:** While we noted the Commission made considerable improvements with the financial report process, we noted several issues with the draft financial statements, including reconciliation of beginning fund balance, and the governmental fund balance sheet not balancing. We also noted one audit adjustment was proposed and recorded in an increase to Proposition 10 revenues and an increase to expenditures.

**Context:** The Commission uses a third-party to assist in the preparation of financial statements. The financial statements are then reviewed by the Commission. While the Commission made considerable improvements with the financial reporting process, the Commission should continue to improve procedures to ensure that the financial statements are materially accurate and balance.
**View of Responsible Officials and Planned Corrective Action:** In fiscal year 2012-2013, fiscal staff will continue to participate in professional education training to improve knowledge related to preparation and review of financial statements. As the Commission relies heavily on collaboration from a third party, a timeline will be developed wherein the Commission consults and meets with key staff within the Auditor-Controller/Treasurer/Tax Collector (ATC) operation as well as the First 5 California, to discuss shared responsibilities, standard processes, necessary adjustments, any changes from the previous year affecting the Commission, and ensure accuracy and congruence for financial statements before they are submitted for annual auditor review. Taking the lessons learned in the past two years, the Commission is modifying its standardized year-end procedure to strengthen controls in the review of its annual financial statements.

Summarized below is the current status of all audit findings reported in the prior year audit’s Schedule of Findings and Responses.

<table>
<thead>
<tr>
<th>Finding No.</th>
<th>Finding Name</th>
<th>Status of Corrective Action</th>
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<tbody>
<tr>
<td>2011-01</td>
<td>Financial Reporting</td>
<td>Not implemented; see Finding 2012-01</td>
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<tr>
<td>2011-02</td>
<td>Year-End Closing</td>
<td>Implemented</td>
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<tr>
<td>2011-03</td>
<td>Financial Condition and Program Evaluation Policies</td>
<td>Implemented</td>
</tr>
<tr>
<td>2011-04</td>
<td>Report Submission</td>
<td>Implemented</td>
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The Public Hearing was conducted. No public comments were presented on this item.

6  Conduct public hearing of the Children and Families Commission for San Bernardino County Annual Report for Program Year 2011-12.
(Affected Districts: All)
(Presenter: Inez Thomas, Staff Analyst II, 387-1520)

The Public Hearing was conducted. No public comments were presented on this item.

7  To invest in four (4) assessment centers countywide that will provide Health Screening, Assessment, Referral, and Treatment (SART) Services and provide Early Intervention Services to children who do not qualify for full SART services but demonstrate mild developmental or social emotional delays.
   A. Approve the combined Request for Proposals (RFP) and authorize the release of this RFP to solicit qualified agencies to become a regional SART center.
   B. Allocate funding for four (4) SART centers in the amount of up to $2,500,000 per year for three years. For services not covered by MediCal/Private Insurance. The centers will be in four designated areas of the West End, Central/East Valleys, Desert/Mountain and Morongo Basin regions of San Bernardino County.
   C. Allocate funding for Early Intervention Services that support SART centers in the amount up to $1,500,000 per year for three years.
(Affected Districts: All)
(Presenter: Mary Jaquish, Supervisor, 387-1512)

**Discussion:**
None.

**Public Comment:**
None.
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| 8 | A motion was made by Commissioner Egge and seconded by Commissioner White to approve Item 7. Commissioner Haugan abstained (Assistant Executive Officer for Department of Behavioral Health). With Commissioner Haugan’s abstention, Commissioner Gonzales absent and without further comment or objection, motion carried.

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|   | Approve contract # SI011 with Children’s Fund in the amount of $167,809 for 2012-2013 for the Children’s Assessment Center (CAC).
(Affected Districts: All)
(Presenter: Mary Jaquish, Supervisor, 387-1512)
**Discussion:**
None.

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|   | Public Comment:
Erin Phillips, Children’s Fund; Steve PonTell, Children’s Fund Board Chair; Dr. Clare Sheridan-Matney, Children’s Assessment Center, Loma Linda University Children’s Hospital

A motion was made by Commissioner Daniels and seconded by Commissioner White to approve Item 8. Chair Haugan abstained (Member of CAC Governing Board). With Commissioner Haugan’s abstention, Commissioner Gonzales absent and without further comment or objection, motion carried.

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| 9 | Approve contract # SI010 with Children’s Fund in the total amount of $649,512 for Daily Referral/Voucher Program services for fiscal year 2012 – 2013, commencing November 1, 2012.
(Affected Districts: All)
(Presenter: Mary Jaquish, Supervisor, 387-1512)

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|   | **Discussion:**
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|   | Public Comment:
None.

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|   | A motion was made by Commissioner Egge and seconded by Commissioner Ohikhuare to approve Item 9. With Commissioner Gonzales absent and without further comment or objection, motion carried.

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| 10 | Approve Amendment A1 to Contract Number SI004 with the San Bernardino County Child Care Planning Council (CCPC) under the umbrella of San Bernardino County Superintendent of Schools to rollover unexpended funds from year two into year three in the amount of $279,815 for FY 2012-2013 for the CARES Plus program.
(Affected Districts: All)
(Presenter: Mary Alvarez, Staff Analyst II, 909-387-1508)

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|   | **Discussion:**
None.

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|   | Public Comment:
None.

A motion was made by Commissioner Daniels and seconded by Commissioner White to approve Item 10. With Commissioner Gonzales absent and without further comment or objection, motion carried.
Discuss and determine the need for any amendments to the Commissioner qualifications and recruitment process to assist the San Bernardino County Board of Supervisors with coordination of appointment.
(Affected Districts: All)
(Presenter: Karen E. Scott, Executive Director, 387-1502)

**Discussion:**
Regina Coleman, Commission Counsel gave a brief overview of Item 11. Ms. Coleman stated that according to (Health and Safety Code 13140) County Code Section 12.293, the Commission is made up of a Board Supervisor, Public Health Officer, and Assistant Executive Officer of Human Services. The remaining four appointments are made by the Board of Supervisors members of the public from categories set forth by statute such as educators specializing in early childhood development, representatives of local child care resource or referral agencies or a local child care coordinating group; representatives of a local organization for prevention or early intervention for families at risk; representatives of community-based organizations that have the goal of promoting nurturing and early childhood development; representatives of local school districts; and representatives of local, medical, pediatric or obstetric associations or societies.

Commissioners can make recommendations to the Board of Supervisors as to preferred categories or certain expertise Commission members would like to see. For example, someone with a focus in a particular strategy or to fill a particular gap in knowledge on the Commission. Members may also indicate what type of background they would like to see, i.e., someone from the school district at a certain level as in an administrator or a teacher with a certain amount of years of experience. Commission members can assist with solicitation and recommend individuals to the Board. Commission members cannot make any changes to the categories as they currently exist. If the Commission felt the representation was not balanced in a particular area, the members should inform the Board. Commission members can make recommendations to the Board of Supervisors; the final appointments are made by the Board.

Executive Director Karen Scott reminded the Commissioners of the “Commissioner Qualification” brochure which details the Commissioner job description and includes First 5’s vision and mission and is available to them for their information.

The Commission agreed that it is a good idea to review this process periodically, as well as the bylaws, to ensure the Commission is headed in the right direction. The Commission decided not to change anything at this time.

A motion was made by Commissioner Egge and seconded by Commissioner White for no further action on Item 10. With Commissioner Gonzales absent and without further comment or objection, motion carried.

**Public Comment:**
None.

**Public Comment**
None.

**Commissioner Roundtable**
None.
Adjournment

A motion was made by Commissioner White and seconded by Commissioner Ohikhuare to adjourn the meeting. With Commissioner Gonzales absent and without further comment or objection, motion carried.

Next Commission Meeting

December 05, 2012
3:30 p.m.
San Bernardino County Government Center
Covington Chambers
350 North Arrowhead Avenue
San Bernardino, CA 92415

Attest

______________________________
Linda Haugan, Chair

______________________________
Ann M. Calkins, Commission Secretary
### Subject
Employment Contract – Staff Analyst II

### Recommendations
Approve employment contract between the County of San Bernardino, Children and Families Commission, and Jeffery A. Faulkerson, Staff Analyst II, for a total annual cost of $80,593 ($54,455 Salary, $26,138 Benefits), effective May 4, 2013.
(Affected Districts: All)
(Presenter: Ann M. Calkins, Executive Assistant, 387-1502)

### Background Information
Approval of this item will allow the Children and Families Commission (Commission) to fill the Staff Analyst II position to meet their staffing needs. The contract will be effective May 4, 2013, remain in effect for one year, and automatically renew for one-year periods subject to termination provisions of the contract. The contract can be terminated by either party without cause upon 14 days written notice to the other party. The Staff Analyst II position oversees and monitors direct service contracts with contracted agencies; conducts procurements, contract negotiations, and compliance reviews; prepares reports on the performance of the Commission’s program efforts; and serves as a subject matter resource for child health, development, and community engagement.

The California Children and Families First Commission uses California’s tax on cigarettes and tobacco products to provide services for the State’s youngest residents and their families. The San Bernardino County Commission collaborates with the community and child serving agencies to fulfill their mission of promoting, supporting, and enhancing the health and early development of children prenatal through age five and their families.

Under a Board of Supervisors approved agreement, the County and Commission maintain a cooperative working relationship to effectively and efficiently implement the Commission’s mission. The terms and conditions of the agreement require Human Services to provide the Commission with support for the administration of staff benefits, review and action of Board agenda items, review and action of personnel-related issues, and provide employment contract administration services. The Commission reimburses the County for the cost of these services.

On February 12, 2013, at the request of the Commission, Human Resources provided a certified list of twelve qualified Staff Analyst II applicants. Two Commission Supervisors held interviews with five candidates on February 27, 2013. From this group, two candidates later returned on March 1, 2013 for a second interview with the two Commission Supervisors and the Executive Director. Based on the interviews, resumes and references, Mr. Faulkerson was offered the Staff Analyst II position contingent upon Commission and Board approval.

Mr. Faulkerson holds a Bachelor’s Degree in Social Work and a Master’s Degree in Management and Community Practice. He has over ten years of combined experience in community outreach and education, which includes performance management, strategic planning, budget management, proposal writing, program design, implementation, and evaluation. The Commission recommends Mr. Faulkerson begin employment at the rate of $26.08 per hour.

### Financial Impact
This item has no impact on discretionary general funding (net county cost). The annual cost of $80,593 ($54,455 Salary, $26,138 Benefits) is fully reimbursed by the Children and Families Commission’s Trust Fund. Adequate appropriation and
revenue have been included in the Children and Families Commission’s 2012-13 current budget and will be included in subsequent recommended budgets.

**Review**

This item has been reviewed by Human Resources (Mark DeBoer, Human Resources Officer III, 387-5564) on March 22, 2013; Human Services Contracts (Regina Dalton, Acting Contracts Manager, 388-2041) on March 18, 2013; the Office of County Counsel (Kenneth C. Hardy, Deputy County Counsel, 387-5401) on March 26, 2013.

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

Name
Jeffery A. Faulkerson
hereinafter called Contractor

Address
Address on file

Telephone
Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, County desires to obtain the services of Contractor on the terms and conditions set forth in this Contract, and

WHEREAS, Contractor has the skills and knowledge necessary to provide services for the County;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:
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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR ................................................................. 3  
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V. GENERAL PROVISIONS RELATING TO CONTRACTOR ....................................................... 7  
VI. REIMBURSEMENT AND INDEMNIFICATION ..................................................................... 8  
VII. CONCLUSION ....................................................................................................................... 9
I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Staff Analyst II with the Children and Families Commission (Commission). Contractor shall work cooperatively with the staff of the Commission under the direction of the Operations Manager, performing a broad range of responsibilities including, but not limited to, the following:

A. Plan, coordinate, and complete program activities directly supporting the program’s purpose and mission, in accordance with the strategic plan and Commission guidance.

B. Exercise sound judgment in problem solving and decision making; provide recommendations for program improvements and enhancements.

C. Serve as principal contact to assigned contracted service agencies; conduct procurements, contract negotiations and preparations, and program performance and compliance monitoring; provide technical assistance; serve as program’s representative for designated geographic area(s).

D. Serve as technical assistant and subject matter resource for child health, child development, family functioning, system integration, community engagement, and/or related areas; provide, either directly or through other resources, information and assistance about subject area; participate in projects related to subject area as representative of the program.

E. Either independently or as a member of staff team, conduct procurements, contract/agreement negotiations and preparations, and administrative performance and compliance reviews; verify and report on adherence to internal and mandated policies and procedures relating to contracted service agencies and program performance; monitor and report on the timely completion of contract and program requirements.

F. Participate in the development and implementation of goals, objectives, and strategies for engaging the community; develop and sustain effective relationships with community-based organizations, public agencies, community leaders, and other Commission stakeholders.

G. Provide input and support in the dissemination of news and information to the press, radio, television, and the Internet through written releases, personal interviews, and press conferences; act as liaison between the Commission and media.

H. Prepare written and oral reports on performance and results of Commission program efforts; ensure timely distribution of information to Commission management, Commissioners, and the community.

I. Represent Commission at various governmental and community meetings.

J. Provide presentations on program and services provided; explain program goals and objectives on an individual or group basis for informational and/or coordination purposes.

K. Assist in the promotion of partnership meetings within service areas to provide for the mutual gathering and sharing of information, strategic planning, community asset and needs assessments, collaboration, leveraging of resources, program enhancements, and joint operations.

L. Resolve issues and problems, and facilitate appropriate solutions, either directly or in coordination with other agencies.

M. Conduct negotiations; prepare contracts, memorandums of understanding, and other agreements to provide required services; prepare amendments; coordinate reviews and approvals.

N. Develop contract monitoring procedures and forms; conduct monitoring of contracts and other agreements for compliance with contract provisions; conduct site visits; monitor actual program performance in relation to projected performance to ensure that program objectives are met; develop and monitor implementation of corrective actions as required.

O. Assist contracted agencies in developing evaluation methodologies, including tools, to measure outcomes.
P. Analyze program, participants, and other information; prepare reports, briefings, summaries, documents, agenda items, and correspondence in a complete, concise, and accurate manner; present reports and briefings in both written and verbal manner to the Commission and the public at large.

Q. Prepare and maintain records, files, and data, both electronically and non-electronically.

R. Organize, coordinate, and complete assigned special projects.

S. Provide program related status and other informative reports to management and appropriate staff and agencies in a timely and accurate manner.

T. May supervise a small staff; assign and evaluate their work.

U. Perform other special projects and duties as assigned.

V. Provide vacation coverage and temporary relief as required.

W. Travel throughout the County and State as required.

II. CONFLICT OF INTEREST

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County's Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal, as distinguished from financial interest, includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment; providing such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

III. TERM

This Contract shall be effective May 4, 2013, and shall remain in effect for one year and shall be automatically renewed for one-year periods subject to the termination provisions of this Paragraph. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County or the Children and Families Commission. Contractor shall serve at the pleasure of the County and the Executive Director, or his/her designee, who shall have the full authority and discretion to exercise County rights under this Paragraph.

IV. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, Contractor shall be considered a contract employee in the County’s Unclassified Service. Contractor shall only receive the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder.

A. SALARY RATE

Contractor shall be compensated for services at a rate of $26.08 per hour. Contractor shall be evaluated and will be eligible to receive a 2.5% step increase after 2080 service hours upon approval of the appointing authority. Thereafter, Contractor shall be eligible to receive a 2.5% step advancement on the first day of the pay period following the pay period in which the employee
completes 2080 service hours, up to a maximum of $33.28 per hour, based on a meets standards work performance. Contractor does not gain probationary or regular status during the term of this contract. Payment for services shall be made bi-weekly during the term of this contract under Section III.

B. **OVERTIME**

Overtime is defined as all hours actually worked in excess of forty (40) hours per work week. If Contractor is authorized by Executive Director, or designee, to work overtime, Contractor shall be eligible to receive Overtime compensation at one and one half (1 1/2) times the Contractor’s regular rate of pay.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensating time off at premium hours. Cash payment at the Contractor’s base rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of contract.

C. **LEAVE PROVISIONS**

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Administrative Services Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, and Vacation.

Refer to Item M in this section for processing of leave balances upon termination of contract.

D. **BENEFIT PLAN**

Contractor must enroll in a health and dental plan offered by the County, unless enrolled in a comparable group health plan. Contractor shall receive the Medical Premium Subsidy (MPS) to offset the cost of health plan premiums charged to Contractor. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employee’s Retirement Association. The applicable MPS shall be paid directly to the provider of the County-sponsored health plan in which the eligible employee has enrolled. In no case shall the MPS exceed the total cost of the health insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost). The MPS amounts are as follows: $166.89 per pay period for “employee only” coverage; $297.31 per pay period for “employee + 1” coverage, and $407.43 per pay period for “employee + 2” coverage.

Contractor shall receive a Dental Premium Subsidy (DPS) in an amount up to $9.46 per pay period. The applicable DPS amount shall be paid directly to the provider of the County sponsored dental plan in which the eligible employee has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

To be eligible for the MPS and DPS, Contractor must have received pay for at least one-half plus one hour of scheduled hours in a pay period.

Contractor shall not receive Benefit Plan contributions if Contractor chooses to “opt-out” or “waive” from the County sponsored health plans.

Subject to carrier requirements, the County shall pay the premiums for vision care insurance for Contractor (employee-only coverage) if Contractor is scheduled at least forty-one (41) hours per pay period.

E. **LIFE INSURANCE**

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as Administrative Services Unit employees. Life insurance will become effective on the first day of the pay period following the Contractor’s first pay period in which the Contractor is paid for one half plus one of their scheduled hours.
Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance in the same manner and amount as offered by the County to employees in the Administrative Services Unit.

F. EXPENSE REIMBURSEMENT
Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Administrative Services Unit.

G. RETIREMENT PLAN
Contractor shall participate in the County’s general employee retirement system during the term of this contract. Contractor shall pay the required employee contribution for the term of the contract. Contractor’s participation in the general retirement system shall be in accordance with the applicable terms of the California Public Employees’ Pension Reform Act of 2013 (Gov’t Code section 7522 et seq.).

H. RETIREMENT MEDICAL TRUST (“Trust”)
Upon termination of this contract, Contractor shall be eligible to convert the cash value of unused sick leave to the Trust in the same manner and amount as employees in the Administrative Services Unit, provided the Contractor meets the eligibility requirements (e.g., years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

Please see Item M in this section for processing of unused sick leave balances upon termination of this contract.

I. SALARY SAVINGS PLAN
Contractor shall be eligible to participate in the County’s 457(b) Salary Savings Plan per the plan document. Contractor shall not receive County match contributions with respect to participation in such Plan.

J. DEPENDANT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT
Contractor shall be eligible to participate in the County’s DCAP and FSA Plans per the Plan documents. Contractor shall not receive any County match contributions with respect to participation in either Plan.

K. LEGALLY REQUIRED BENEFITS
Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, Military Leave, Time off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this contract.

L. SHORT TERM DISABILITY
Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Administrative Services Unit.

M. BENEFITS UPON TERMINATION OF CONTRACT
Contractor Separated from County Service
Upon separation from County employment, Contractor shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as employees in the Administrative Services Unit if eligibility requirements are met. If the eligibility requirements are not met at the time of separation, all unused sick leave shall be forfeited.

Contractor to Regular County Employment
In the event this Contract is terminated because Contractor is appointed to a regular position, without a separation from County employment, the employee shall be provided a new date of hire (i.e., Regular Hire Date). Eligibility for benefits including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable Memorandum of Understanding (MOU) or ordinance in effect at the time Contractor is appointed to a regular position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will be distributed as outlined in “Contractor Separated from County Service” above.

Contractor to New Contract Position
In the event the Contractor accepts another contract position with the County without a break in service, at the sole discretion of the appointing authority of the County department or office in which appointment to the contract position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will be distributed as outlined in “Contractor Separated from County Service” above.

V. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. TOUR OF DUTY
Contractor’s standard tour of duty (regularly scheduled work week) shall be established by the Executive Director, or his/her designee. The Executive Director, or his/her designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. Contractor shall not work more than 40 hours per work week without prior approval from the Executive Director, or his/her designee.

B. CLASSIFICATION
Contractor will not attain regular status in this position, and as an unclassified employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County’s and Department’s standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in contract termination or lesser penalties.

C. WORKERS’ COMPENSATION
Contractor shall be covered by the County’s Workers’ Compensation insurance coverage during the hours actually worked under this contract. Contractor shall be covered by the County’s Public Liability Insurance only while performing services under this contract. Contractor shall only receive those benefits as required by law.

D. USE OF VEHICLE
If the services to be performed under this contract require Contractor to drive a vehicle, Contractor must possess a valid California driver’s license at all times during the performance of this Contract. The County may require Contractor to use a County vehicle.

Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor’s driving record.
In order for Contractor to be able to use a private vehicle during the performance of this contract, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars ($15,000) for single injury or death;
2. Thirty thousand dollars ($30,000) for multiple injury or death;
3. Five thousand dollars ($5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this contract, pursuant to Section III.

E. EVIDENCE OF ELIGIBILITY TO WORK

Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this contract. Contractor shall submit to a pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness. This provision is satisfied if Contractor is a current employee who previously met the requirement of this provision.

F. DIRECT DEPOSIT

Contractor must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer.

G. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from the County shall be fully reimbursed to the County if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

VI. REIMBURSEMENT AND INDEMNIFICATION

A. The Commission agrees to reimburse the County for total compensation cost of the employee.

B. The Commission shall indemnify, defend, and hold harmless the County, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the County's provision of the contracted personnel to the Commission.
VII. CONCLUSION

This contract, consisting of nine (9) pages, is the full and complete document describing services regarding the Contractor’s rights and obligations of the parties, including all covenants, conditions and benefits.

COUNTY OF SAN BERNARDINO

Janice Rutherford, Chair, Board of Supervisors
Dated:
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD
Laura H. Welch
Clerk of the Board of Supervisors of the County of San Bernardino.

By: Deputy

(By print or type name of corporation, company, contractor, etc.)

By: (Authorized signature – sign in blue ink)

Name: Jeffery A. Faulkerson
Title: Staff Analyst II
Dated:
Address: Address on file

Approved as to Legal Form
Kenneth C. Hardy, Deputy County Counsel
Date

Reviewed by Contract Compliance
Regina Dalton, HS Contracts Unit
Date

Presented to BOS for Signature
Linda Haugan, Assistant Executive Officer for Human Services
Date
AGENDA ITEM 4  
APRIL 3, 2013

Subject
Accountant II position upgrade to Accountant III

Recommendations
Approve upgrade of vacant Accountant II position ($51,915) to an Accountant III level ($54,246) for Children and Families Commission San Bernardino effective fiscal year 2013-14.
(Affected Districts: All)
(Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 387-1505)

Background Information
On June 20, 2012, the Commission approved its 2012-13 annual budget. An additional Accountant II position was budgeted for and added to the fiscal unit of the organizational structure to accommodate additional workload and to maintain efficiency.

The California Children and Families First Commission uses California’s tax on cigarettes and tobacco products to provide services for the State’s youngest residents and their families. The San Bernardino County Commission collaborates with the community and child serving agencies to fulfill their mission of promoting, supporting, and enhancing the health and early development of children prenatal through age five and their families. The Accountant positions are vital to the operation in the areas of fiscal management, fiscal reporting and contract oversight.

Over the past few months, First 5 San Bernardino staff has met with San Bernardino County Auditor Controllers/Tax Assessor’s (ACT) staff to discuss the completion of First 5 San Bernardino’s Annual Audit. Discussion concentrated on how we can work in collaboration to eliminate the recurring finding in the audit where First 5 San Bernardino is cited for deficiencies in the internal control system over financial reporting. That system should ensure that it is adequately designed, maintained, and monitored in order to detect misstatements and disclosures required in the financial statements. VTD, the contracted auditor, recognizes that the Commission uses a 3rd party to assist in the preparation of the financial statements. Currently, ACT completes the financial statements for the Annual Audit under an MOU agreement. Personnel involved in the preparation and review of financial statements must possess the professional education, skills and experience to accurately complete and review the financial statements. Developing and acquiring that level of expertise “in house” for the Commission will lead to accurate and complete financial statements and therefore audits sans deficiency findings.

After much discussion and analysis, it has been determined that First 5 would be better served by employing an Accountant that is qualified and capable to develop the Commission’s own financial statements with the support of ACT. ACT suggested that the position level that aligns with the County structure and possesses the required skills and experience should be that of an Accountant III.

Pending Commission approval, the vacant Accountant II position would be eliminated from the organizational structure and the cost for the upgraded Accountant III position will be included in the budget recommendation for FY 2013-14. First 5 will begin recruitment for the Accountant III immediately with a start date in July 2013.

Financial Impact
This item has no impact on discretionary general funding (net county cost). Adequate appropriation and revenue will be included in the Children and Families
Report on Action as taken

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Opposed: __________
Abstained: __________

Comments: __________________________

Witnessed: __________________________
Subject

Family Literacy Development Services Request for Proposals (RFP) for Program Years 2013-2015.

Recommendations

Approve and authorize release of the Family Literacy Development Services Request for Proposals (RFP) CFC 13-03 to provide literacy services to children birth through five years of age and their families in the County of San Bernardino for program years 2013-2015.

(Affected Districts: All)

(Presenter: Scott McGrath, Supervisor, 387-1524)

Background Information

First 5 San Bernardino (F5SB) is committed to seeking increased family literacy skills by investing in Family Literacy Development service experienced providers for children ages birth-5 in San Bernardino County. Through this RFP, F5SB seeks to:

- Educate families with children ages birth through 5 on the importance of literacy development and supporting activities at an early age.
- Provide literacy development support to families with children ages birth through 5 through research-based Family Literacy Programs.

Research shows that a child’s brain develops the most between birth and age 5, tripling in size during the first year of life, and becoming fully formed by Kindergarten. Children who are read to during this time, especially from age 3, develop reading skills such as awareness about written letters and phonics, and concepts about print conventions. Children who have oral language proficiency and can process print do better in grades 1 through 3. If a child struggles to read by the third grade, the remaining school years could be a challenge. 74% of third graders struggling to read in third grade also struggled in high school.

Recent studies have shown that a significant percentage of children do not have the opportunity to develop literacy skills:

- According to a United States Department of Education study, in 2007, of the percentage of children ages 3-5 who were read to everyday, only in 67.4% of white children, 34.6% of black children, and 37.3% of Hispanic children, did this occur.
- More than one-third of children in the United States enter Kindergarten without the literacy skills needed for success.

F5SB seeks to support improved outcomes for children birth-5 and their families by increasing awareness of the importance of literacy activities, starting at birth, as well as implementing curriculums throughout the County that will encourage and enhance family literacy development. This strategy can put children on target to meet the common core reading level standards set by the California Department of Education by the time they enter Kindergarten.

Pending Commission approval, the RFP will be released on April 4, 2013. A mandatory Proposers Conference is scheduled for April 18, 2013. The deadline for submission of all proposals is 4:00 p.m. on April 26, 2013. After the RFP proposal evaluation process is completed, successful proposals will be presented to the Commission in June of 2013 with a contract start date of July 1, 2013.
Financial Impact

Funding for a two (2) year contract period not to exceed $1,500,000 per fiscal year for a maximum total of $3,000,000, beginning July 1, 2013 through June 30, 2015.

Review

Regina Coleman, Commission Counsel

Report on Action as taken

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Request for Proposals
(RFP CFC 13-03)

Family Literacy Development Services

First 5 San Bernardino
330 North D Street, 5th Floor
San Bernardino, CA 92415
(909) 386-7706
www.first5sanbernardino.org
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    Attachment F – Exceptions and Disclosures
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I. PROCUREMENT TIMELINE

The dates below are subject to change as deemed necessary by the First 5 San Bernardino Commission.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
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<tr>
<td>A. RFP Release</td>
<td>April 4, 2013</td>
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<tr>
<td>B. Deadline for Question Submissions</td>
<td>April 12, 2013</td>
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<tr>
<td>C. Mandatory Bidder's Conference</td>
<td>April 18, 2013</td>
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<tr>
<td><strong>D. Deadline for Proposal Submission</strong></td>
<td>April 26, 2013</td>
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<tr>
<td></td>
<td>NO LATER than 4:00 PM</td>
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<td>E. Tentative Notification of Unsuccessful Applications</td>
<td>May 17, 2013</td>
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<tr>
<td>F. Tentative Deadline for Appeals</td>
<td>May 22, 2013</td>
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<td>G. Tentative date for Commission Approval</td>
<td>June 19, 2013</td>
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<td>The Successful Contractor must be present at the Commission Meeting for Contract Approval</td>
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<tr>
<td>H. Tentative Start Date for Contract(s)</td>
<td>July 1, 2013</td>
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A. Questions

Questions regarding the contents of this RFP posed prior to the Proposal Conference must be submitted in writing on or before 12:00 Noon (Pacific Daylight Time [PDT]), Friday, April 12, 2013 and directed to the individual listed in Section I, Paragraph B. Faxes and e-mails are acceptable. The subject line of the fax or e-mail must read: RFP CFC 13-03. All questions will be answered and both the question and answer will be posted on the First 5 San Bernardino Website as an addendum to this RFP.

B. Correspondence

All correspondence, including proposals and questions, are to be submitted to:

First 5 San Bernardino  
ATTN: RFP CFC 13-03 Family Literacy Development Services  
330 North D Street, 5th Floor  
San Bernardino, CA 92415  
Contact Person: Mary Alvarez, Staff Analyst II  
Phone: (909) 387-1508  
E-Mail: malvarez@cfc.sbcounty.gov

C. Admonition to Proposers

Once the RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer and rejection of the proposal.
D. Mandatory Proposal Conference

1. A mandatory proposal conference will be held on: **April 18, 2013 at 1:00 PM (PDT)**. Please print a copy of the RFP and any other corresponding documents, as these documents **will not be available** at the proposal conference.

   ADDRESS: First 5 San Bernardino
   330 N. D Street, 5th Floor
   San Bernardino, CA 92415

2. **Attendance at the conference is mandatory. No proposal will be accepted from any Proposer who fails to attend the proposal conference.** No make-up sessions will be held. To attend, please RSVP at: [https://first5sanbernardino.wufoo.com/forms/mandatory-proposal-conference-rfp-1303/](https://first5sanbernardino.wufoo.com/forms/mandatory-proposal-conference-rfp-1303/)

E. Proposal Submission Deadline

1. All proposals must be received at the address listed in Paragraph B above **no later than 4:00 PM (PDT) on Friday, April 26, 2013**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

2. All proposers/bidders must register with the EPro system prior to contract approval or they will be disqualified. System-related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For registration questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

II. INTRODUCTION

A. Background

First 5 San Bernardino has adopted the Strengthening Families™ protective factors framework\(^1\) for all funded initiatives. This framework aids in working with children and families through the approach that allows for consistency across child- and family-serving systems and acknowledges the interdependent factors affecting families every day. The foundation of Strengthening Families™ is built upon five research-based Protective Factors:

- Parental resilience
- Social connections
- Concrete support in times of need
- Knowledge of parenting and child development
- Social and emotional competence of children

When these Protective Factors are present and robust, families are less likely to experience child abuse or neglect and are more equipped to create environments for young children’s optimal development. This protective factors framework is in alignment with the First 5 San Bernardino Mission and Vision and First 5 San Bernardino Strategic Plan.

Research shows that a child’s brain develops the most between birth and age 5, tripling in size during the first year of life, and becoming fully formed by Kindergarten\(^2\). Children who are read to during this time develop reading skills such as awareness about written letters and phonics, and concepts about print conventions\(^1\). Children who have oral language proficiency and can process print do better in grades 1 through 3. If a child struggles to read by the third grade, the remaining school years could be a challenge. According to a United States Department of Education study, one-third of children in the United States enter Kindergarten without the literacy skills needed for success\(^3\).

First 5 San Bernardino, hereafter referred to as the “Commission,” is seeking proposals from qualified organizations, hereinafter referred to as “Proposers”, “Contractors” or “Vendors,” to provide Family Literacy Services that support our EDUCATION initiative for children ages 0 -5 and their families as identified in the accompanying Exhibit A and the First 5 San Bernardino Strategic Plan. Said services will occur under a reimbursement contract. An amount not to exceed $1.5 million dollars per year has been allocated for education related services for the period of July 1, 2013 through June 30, 2015. The most important expectation of funding under this RFP is positive, immediate and documentable results for children ages 0 -5, as defined by First 5 San Bernardino’s established strategic goals and indicators that show “increased”, “reduced”, “change in”, etc., measured by stringent evaluation standards and tools. The number of awards will be determined by the types and quality of proposals received, the evaluation of these proposals and the feasibility that the service can and will “move the needle” towards positive outcomes for children.

B. Period of Contract

Contracts awarded for services to be funded through this RFP are proposed to be for the two (2) year period commencing July 1, 2013 through June 30, 2015, subject to the availability of California Children and Families Trust Fund monies, however, the Commission reserves the right to negotiate contracts for a shorter period of time, based on the specific project, need for service, coordination of existing services, changes in demographics, etc. The Commission may, but is not obligated to, extend the awarded contract(s) for one (1) additional year as determined needed. The Commission reserves the right, after contract award, to amend the resulting contract as needed through the term of the contract to best meet the needs of all parties.

C. Minimum Proposer Requirements

Proposers must:

1. Have agency representatives (such as management, program and fiscal staff) at the mandatory proposal conference as referenced in Section I in this Request for Proposal (RFP); and

2. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement; and

3. Have a minimum of 2 year-history of demonstrated capacity providing like-services as proposed.

---


4. Have the ability to maintain adequate files and records and meet statistical reporting requirements; and
5. Have the administrative and fiscal capacity to provide and manage the proposed services under a reimbursement contract and to ensure an adequate audit trail; and
6. Meet other presentation and participation requirements listed in this RFP.

III. PROCUREMENT CONDITIONS

A. Contingencies

Funding for these services is contingent on the availability of California Children and Families Trust Fund monies. This RFP does not commit the Commission to award a contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The Commission will award a contract(s) based on the proposal(s) that best meets the needs of the Commission through meeting the needs of children ages 0-5 and their families, alignment with the First 5 San Bernardino Strategic Plan and ability to obtain measurable outcomes.

B. Acceptance or Rejection of Proposals

The Commission reserves the right to accept or reject any or all proposals if the Commission determines it is in the best interest of the Commission to do so. The Commission will notify all Proposers, in writing, if the Commission rejects all proposals. The Commission also reserves the right to terminate this procurement process at any time.

Proposals shall remain valid and subject to acceptance anytime between the proposal opening and the awarding of the contract(s), up to one hundred eight (180) days.

C. Best Value Evaluation Process

Cost is an important factor in the evaluation process, but the Commission is not obligated to accept the lowest cost proposal. The Commission will award a contract(s) based on the proposal(s) that best meets the needs of the Commission through meeting the needs of children ages 0-5 and their families, alignment with the First 5 San Bernardino Strategic Plan and ability to obtain measurable outcomes. At the Commission's discretion, other considerations also may factor into a decision as to which services and/or products provide the best value to the Commission. Such considerations may include:

- Fiscal Capacity
- Qualifications of key staff
- Relevant project/service experience
- Past performance
- Any other relevant factors listed in the RFP, as listed in Section XIII, Proposal Evaluation and Selection.

D. Modifications

The Commission has the right to issue addenda or amendments to this RFP if the Commission considers that additional clarifications are needed. Addenda or amendments to this RFP will be posted on the First 5 San Bernardino website at www.first5sanbernardino.org.
E. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Proposer’s responsibility to ensure that its proposal arrives on or before the specified deadline.** All proposals and materials submitted become the property of First 5 San Bernardino.

F. Local Preference Policy

The County and the Commission have adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies.

For the purposes of applying the local preference policy (County Policy 11-12), “principal place of business” is defined as the Vendor’s main office (or headquarters) or a major regional office. A “major regional office” is defined as a business location apart from the vendor’s main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of any procurement, contract, agreement, or purchase order to which the Vendor responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six (6) months; and
- Has a minimum of twenty-five percent (25%) of the vendor’s full-time management employees and twenty-five percent 25% of its full-time regular employees working from the San Bernardino County location(s).

The County’s Local Preference Policy means, for example, if two (2) Vendors respond to this RFP and if quality, service and ability to meet the Commission’s needs are equal, Commission staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor’s quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the contract award.

G. Incurred Costs

The Commission is not obligated to pay any costs incurred by Proposers in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing this proposal are the Proposer’s responsibility.

H. Public Inspection

Proposals submitted in response to this RFP become the property of First 5 San Bernardino and are subject to the provisions of the California Public Records Act. This Act is designed to give reasonable public access to information in the possession of public agencies.

I. Clarifications

The Commission may require the Proposer(s) selected as a potential Contractor(s) to provide additional information or clarifications on any area contained in this RFP or which might be used to evaluate proposals. This may include cost, technical, or other clarifications needed to make a decision.
J. Negotiations

The Commission may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical information, or other clarifications needed to make a decision.

K. Formal Agreement

Proposer(s) will be required to enter into a formal agreement with the Commission. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting to this RFP, Proposer(s) will be deemed to have agreed to each clause unless the proposal identifies an objection and the Commission agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on Attachment F – Exceptions and Disclosures to RFP.

L. Use of Proposal Received

All proposals received shall become the property of the Commission.

M. Independent Contractor Status

Any Proposer that is awarded a Contract will be considered an independent Contractor(s), wholly responsible for the manner in which it performs, and will assume exclusively the responsibility for the acts of its employees who will not be entitled to any rights and privileges of Commission employees nor be considered in any manner to be Commission employees.

N. Pre-Award On-Site Visits

Site visits may be conducted to verify information submitted in the RFP and to determine if the proposed facilities are appropriate for the proposed services provided.

O. Level of Service

For any Contract awarded through this RFP, no minimum or maximum number of referrals or enrollments can be guaranteed by the Commission. However, Contractor is expected to meet contracted number of referrals and enrollments as agreed upon to meet satisfactory performance.

P. Termination of Contract

The Contract between the Commission and selected Proposer(s) will contain specific language which addresses the Commission’s option for terminating the Contract with or without cause.

Q. Target Population

It is mandated through the Children and Families Trust Fund Act (Prop 10) that funds are allocated to services for the purpose of promoting, supporting and improving the early development of children prenatal through age five. As such, services proposed shall offer a direct benefit to this population. Any services provided beyond this limitation, such as services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

R. Final Authority

The final authority to award a Contract rests solely with the Commission.
IV. PROGRAM REQUIREMENTS

A. Definitions

**Accessibility:** Ease of obtaining services, measured by addressing geographical, travel and other barriers.

**Ages and Stages Questionnaire (ASQ-3):** A developmental screening tool to screen young children to easily identify potential delays as early as possible and determine which children need further assessment or ongoing monitoring. The ASQ:Social Emotional (ASQ-SE) tool measures the social and emotional competence of children.

**C4Yourself:** A Component to the C-IV System that allows customers to apply for Food Stamps, Medi-Cal, CalWORKS, and CMSP via the internet. Customers enter information to apply online and the data transfers to the C-IV System automatically. Customers have the ability to complete and submit their annual redeterminations/recertifications, access their quarterly/mid-year status reports and have the ability to view the status of their cash/benefits.

**Capital Expenses:** Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.

**Cost Effectiveness:** Achieving the desired goal with the minimum of expenditure.

**Direct Costs:** Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

**Evidence-Based:** Refers to the use of research and scientific studies as a base for determining best practices.

**Full Time Equivalent (FTE):** A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

**Indirect Costs:** Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefiting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities based on a Board approved cost allocation plan.

**Kindergarten Student Entrance Profile (KSEP):** A screening tool to measure the developmental readiness of each student upon entering kindergarten for the first time. It serves as a baseline assessment and provides data on student’s readiness as they enter kindergarten.

**Participant:** A recipient of funded services in accordance with the target population, are children, prenatal through age five and/or pregnant women.

**Participant Support:** Budget line item category for items purchased to remove barriers or to provide motivation to participants upon completion of the program. Items
purchased should be relative to the program objectives. Gift cards are not an allowable expense.

**Participant Transportation:** Budget line item category for costs involved with transporting participants to needed services and/or appointments.

**Performance Target:** The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a measurable change in the participant of a program.

**Professional Services/Consultants:** Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.

**Program Materials/Supplies:** Budget line item category for items directly related to service delivery such as course curriculum, children’s books, journals used by participants, child development toys, etc.

**Program Work Plan:** A plan that includes the Performance Targets of a program and serves as a way to manage the program to achieve desired results and measurable outcomes.

**Quality Child Care:** Licensed child care and early learning programs (including home-based and center-based care) are safe, healthy, nurturing, stimulating, supportive, interactive, culturally appropriate and sensitive to the needs of all children. They promote early education and the development of trusting relationships to support individual children's physical, emotional, social and intellectual development.

**Request for Proposal (RFP):** The document used to solicit a solution or solutions from potential Contractors to a specific problem or need.

**Research Based:** See evidence-based: Using research as the basis for determining best practices.

**Satisfaction Survey:** Survey designed to measure the participant’s overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

**Special Needs:** Children having an identified disability, health, or mental health condition(s) that require early interventions, special education services, or other specialized supports.

**Staff Development/Training:** Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

**Staff Mileage/Travel:** Budget line item category for employee mileage and travel costs (including lodging and food) for travel related to the program, based on the current IRS allowable rate.

**Strengthening Families™:** A framework for working with children and families. The approach allows for consistency across child- and family-serving systems and acknowledges the interdependent factors affecting families every day. The foundation of this framework is built upon five research-based Protective Factors. When these Protective Factors are present and robust, families are less likely to experience child abuse or neglect and are more equipped to create environments for young children’s optimal development.
**Subcontractor:** Agencies contracted by the primary Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.

**Verification:** Validates that something represented to happen does in fact take place. The verification tools must be approved by the Commission.

**Women, Infants, and Children (WIC):** The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

B. Reference Documents

The Commission has copies of the following materials available for review:

1. Americans with Disabilities Act) [http://www.ada.gov/]
8. Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986) and Debarment, Suspension, And Other Responsibility Matters (45 C.F.R., part 76) [http://www.epa.gov/isdc/eo12549.htm]

C. Program Description

1. Program Objectives

The objective of this RFP is to gain improved early education outcomes for children birth through age 5 by investing in targeted services to ensure the opportunity for high quality family literacy programs so that they are better prepared for success in school and in life. The First 5 San Bernardino Strategic Plan supports two strategic and inter-related Education goals through this RFP:

1. “Children enter school ready to learn”
2. “Children live in a home environment supportive of learning”

2. Program Requirements

Recognizing that all young children and their families deserve the same opportunities to succeed, regardless of demographic, geographic or economic considerations, First 5 San Bernardino will invest in programs that support improved early education outcomes through family literacy development programs for children birth-5. In addition to the minimum requirements outlined in Section II., paragraph C. Minimum Proposer Requirements, program specific requirements for proposed services and strategies are attached to this RFP as Exhibit A – Family Literacy Development Services which include the expected goals, service delivery approach and outcomes and indicators.

3. Program Restrictions

a. Board of Directors: 1) Organization’s governing board must meet not less than four times per year, and 2) No board member may be an employee of the organization, and 3) No paid staff member may serve as a voting member of the governing board.

b. Programs cannot include capital improvements or renovation attached to private real property or the purchase of vehicles.

V. CONTRACT REQUIREMENTS

Contracts funded through this RFP may include the terms contained below.

A. ONE PERCENT (1%) CONTRACT TRANSACTION CHARGE

Proposers that submit a paper or electronic proposal that results in a contract award in ePro shall pay the County of San Bernardino Purchasing Department a one percent (1.0%) Contract Transaction Charge (CTC). The CTC is the responsibility of the Proposer. It is part of the Proposer’s unit pricing and cannot be charged directly to the County in the form of a separate line item.

The CTC is defined as 1.0% of quarterly receipts under a contract transacted in ePro, minus any taxes or regulatory fees, credits, and shipping charges not included in the unit prices. The transaction charge is only applicable to amounts actually received by the Proposer during the quarter and is not applicable to amounts invoiced to County but not yet paid for.
Receipts used in calculating the transaction charge are capped at $100,000. Therefore, the transaction charge is capped at $1,000 per eligible contract. Unless exempted during the solicitation process, the transaction charge applies to each contract, regardless of the number of concurrent active, or consecutive, contracts in place. At its option, the County may limit the applicability of the CTC to certain types of contracts.

If a contract is awarded to the Proposer, the Proposer agrees to pay the 1% CTC.

B. CONTRACTOR SERVICE RESPONSIBILITIES

1. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2013-2014. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A will be amended for Fiscal Year 2014-2015 to list the specific quantitative targets for the respective year.

2. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available on the Commission website at www.first5sanbernardino.org.

3. Contractor shall coordinate with appropriate agencies whenever possible to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.

4. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.

5. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.

6. Contractor’s Program Work Plan (Attachment A) and other program specific data collection information requested by the Commission will be placed in the Commission’s web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the Contractor’s Program Work Plan (Attachment A) and the data collection system, the information in the system will take precedence over the Program Work Plan and will be used to evaluate Contractor’s performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to the Performance Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section II.

C. CONTRACTOR’S GENERAL RESPONSIBILITIES

1. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or
primary caregivers may only be incidental to services provided to children prenatal through age five.

2. Contractor Capacity
   In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

3. Contract Assignability
   Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

4. Conflict of Interest
   Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

5. Former Commission Administrative Officials
   Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, “Commission Administrative Official” is defined as a member of the Commission or such Administrative Staff.

   If during the course of the administration of this Contract, the Commission determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the Commission is entitled to pursue any available legal remedies.

6. Subcontracting
   Contractor agrees not to enter into any subcontracting agreements for work contemplated under this Contract without first obtaining written approval from the Commission. Any subcontractor shall be subject to the same provisions as the Contractor. Contractor shall be ultimately responsible for the performance of any subcontractor.
7. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

8. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five days of the address change. Change of address shall not interrupt service deliverables outlined in Attachment A.

9. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies and any positions that become vacant during the term of this Contract that may result in reduction of services to be provided under this Contract. Upon notices of vacancies, the Contractor shall apprise Commission of the steps being taken to provide the services without interruption and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the Commission on each periodically required report for the duration of said vacancies and/or problems.

In the event of a problem or potential problem that will severely impact the quality or quantity of service delivery, or the level of performance under this Contract, Contractor will notify the Commission within one working day, in writing and by telephone.

10. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the Commission of these designees within 15 days after Contract approval. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two weeks or more or if there is any change in either the primary or alternate contact.
11. Responsiveness
Contractor or a designee must respond to Commission inquiries within five business days.

12. Grievance Policy
Contractor shall provide a system, approved by the Commission, through which participants of services shall have an opportunity to express their views and complaints regarding the delivery of service. Grievance procedure must be posted prominently in English and Spanish at service sites for participants to review.

13. Governing Board
Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors’ minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

14. Confidentiality
Contractor shall require its officers, agents, employees, volunteers and any subcontractor to sign a statement of understanding and comply with the provisions of federal, state and local statutes to assure that:

- All applications and records concerning any individual made or kept by any public officer or agency or contractor in connection with the administration of any services for which funds are received by the Contractor under this Contract, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services;
- No person will publish, disclose, or permit to be published or disclosed or used, any confidential information pertaining to any applicant or participant of services under this Contract;
- Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions; and,
- Contractor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable.

15. Child Abuse Reporting
Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

- Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them;
- Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

- Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

16. Department of Justice Clearance

Contractor shall obtain from the Department of Justice, records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

Contractor must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

17. Conditions of Employment

Contractor shall notify the Commission of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, or intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the Commission. In the Commission’s discretion, the Commission may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship or volunteer services.

18. Meeting Attendance

Contractor will be required to attend meetings, workshops and training sessions around issues related to Contractor’s particular region or directly related to the type of services being provided by Contractor as determined by the Commission. Notifications of such meetings will be provided to Contractor at least 10 business days prior to the meeting.

19. Indemnification and Insurance Requirements

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

a) **Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall
apply regardless of the existence or degree of fault of indemnitees. The Contractor’s indemnification obligation applies to the Commission’s “active” as well as “passive” negligence but does not apply to the Commission’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

b) **Additional Insured** – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

c) **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.

d) **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.

e) **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.

f) **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

g) **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
h) **Deductibles and Self-Insured Retention** - Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

i) **Failure to Procure Coverage** - In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

j) **Insurance Review** - Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Commission to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Commission.

k) The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

l) **Workers’ Compensation/Employers Liability** - A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.
1) If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the Commission’s Director of Risk Management.

2) With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

3) **Commercial/General Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:
   i. Premises operations and mobile equipment.
   ii. Products and completed operations.
   iii. Broad form property damage (including completed operations).
   iv. Explosion, collapse and underground hazards.
   v. Personal injury
   vi. Contractual liability.
   vii. $2,000,000 general aggregate limit.

4) **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

   If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

   If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

5) **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

6) **Professional Liability** – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits

   or

   Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits

   or
Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

20. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all necessary licenses and permits required by the laws of the United States, State of California, San Bernardino County and all other appropriate governmental agencies, and agrees to pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

21. Health and Safety

Contractor shall comply with all applicable local, state and federal health and safety codes and regulations, including fire clearances, for each site where program services are provided under the terms of the Contract.


Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

23. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

24. Attorney’s Fees

Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor’s sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney’s fees and costs regardless of who prevails in the outcome of the dispute.

25. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of Contract effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San
Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the Commission.

26. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material.

27. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Attribution Standards.

28. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this Contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this Contract.

29. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: www.first5sanbernardino.org.

Report requirements include, but are not limited to, the following and may be subject to change.

- Program Reports

  Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission’s web based data system. Program Reports are due the last day of the month following the end of the program reporting period.

  Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.
• Fiscal Reports

For each calendar month, Contractor shall provide the Commission with a Monthly Fiscal Request for Reimbursement/Invoice within 15 calendar days from the end of the reporting period.

Contractor shall submit any and all Final/Revised Fiscal Reports by July 31 for the previous fiscal year period or part thereof during the Contract term. All reports submitted by July 31 will be considered final and no additional reports will be accepted after this date.

Contractor will fulfill evaluation and other reporting requirements as mandated by the Commission and the California Children and Families Commission.

30. Pro-Children Act of 1994

Contractor will comply with the Environmental Tobacco Smoke Act, also known as the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

31. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds $100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7606); section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R., part 32).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.).

32. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters (45 C.F.R., section 76):

a. The Contractor certifies that it and any potential subcontractors:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

33. Recycled Paper Products

The Commission has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the Commission. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the Commission whenever practicable.

D. COMMISSION RESPONSIBILITIES

1. Commission shall verify performance results of Contractor according to the Program Work Plan and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.

2. Commission shall compensate Contractor for approved expenses in accordance with Section V of this Contract.

3. Commission shall specify all reports and deliverables required from the Contractor.

4. Commission shall provide technical assistance as deemed necessary.

5. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within 15 days of the Contract approval date.

E. FISCAL PROVISIONS

1. Payment Provisions

The Commission will disburse funds on a reimbursement payment process based on the Contract budget amount for the applicable fiscal year and monthly report submissions.

Funds may be advanced for the first month, if requested, for an amount up to, but not exceeding 15% of the Contract amount for Fiscal Year 2013-2014 only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner or when the Contractor is not in compliance with the Contract. Final payment under this Contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

2. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and
accurately complete forms provided by the Commission required to process EFT payments.

3. Allowable Costs

Funds provided pursuant to this Contract shall be expended by Contractor in accordance with the Attachment B – Program Budget.

Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the Commission. Contractor agrees Commission may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food is based on the current IRS allowable rate.

Costs must be incurred only during the contract term, except when specifically approved by the Commission. Contractor shall not use current year funds to pay prior or future year obligations. Contractor will not be reimbursed for expenditures incurred after the expiration or termination of this Contract.

Contractor shall obtain Commission approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing 30 days in advance of travel date and travel must be approved in advance by the Commission/Operations Manager.

4. Supplanting of Funds

In accordance with the Commission’s Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of the Commission.

5. Payment of Taxes

Commission is not liable for the payments of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless Commission would otherwise be liable for the payment of such taxes in the course of its normal business operations.

6. Budget Line Item Changes

A Budget Revision Request may be submitted by the Contractor to the Commission to modify a line or lines of the approved budget. The request must indicate the proposed line item changes, the budget as amended applying the requested changes and a written justification for each requested change. The request cannot result in any alteration or degradation to the program services and performance target as specified in this Contract.
The Executive Director, on behalf of the Commission, has the authority to approve (or deny) the request, provided that the modification does not deviate from the original intent of the contract or increase the total Contract amount. Contractor is limited to two Budget Revision Requests per fiscal year.

The Contractor must submit any requests to the Commission no later than March 31st of the fiscal year. Requests may be submitted in hard copy form with original signatures or electronically in a PDF format. Postmarked envelopes received after March 31st will not be accepted in lieu of receipt.

7. Budget Line Item Variance

Annual variances in excess of 10% of a line item cannot be made by the Contractor without prior approval of the Commission. Variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Contractor shall provide written justification for any budget line item variances of more than 10%.

The 10% variance does not apply to Section A. Salaries and Benefits of the Program Budget. Contractor shall provide written justification for any variance in Section A. Salaries and Benefits.

8. Procurement

Contractor shall procure services or goods required under this Contract on a competitive basis, unless otherwise provided by law, and make selections based on obtaining the best value possible. When a non-competitive procurement is used, a written justification must be maintained and be made available upon request.

9. Fixed Assets

The purchase of any equipment, materials, supplies or property of any kind, including items such as publications and copyrights, which have a single unit cost of $5000 or more, including tax, and was not included in Contractor’s approved budget, shall require the prior written approval of the Executive Director of the Commission. Any such purchase shall directly relate to Contractor’s services or activities under the terms of the Contract.

Any item with a single unit cost of $1000 or more, including tax, purchased with funds received under the terms of this Contract must undergo a 3-bid process. Items not fully consumed during the Contract term shall revert to be the property of the Commission, unless otherwise specified by the Commission. The disposition of such equipment or property must be approved by the Executive Director of the Commission upon Contract termination.

10. Payor of Last Resort

Contractor shall attain funding through other sources than the Commission to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as MediCal, Healthy Families, federal or state funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. Written verification shall be provided upon request.
11. Fiscal Record Keeping

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditures.

F. RIGHT TO MONITOR AND AUDIT

1. Right to Monitor and Audit

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

Contractor shall cooperate with Commission in the implementation and evaluation of this Contract and comply with any and all reporting requirements established by Commission.

2. Availability of Records

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

Program data shall be retained locally in San Bernardino County and made available upon request or turned over to Commission. If said records are not made available at the scheduled monitoring visit, Contractor may, at Commission's option, be required to reimburse Commission for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed $50 per hour (including travel time) and be deducted from the invoiced monthly payment.

4. Assistance by Contractor

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

5. Independent Audit Provisions

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

6. Recovery of Investigation and Audit Costs

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

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

G. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

1. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:

2. Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or

3. Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or

4. Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;

5. Withhold funds pending duration of the breach; and/or

6. Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 4 of this paragraph; and/or

7. Immediately terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

8. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.

9. The Executive Director of the Commission is authorized to exercise Commission’s rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity/Civil Rights

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

The Proposer shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the Commission.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the Commission within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the Commission will supply a sample of the Plan format. The Contractor will be monitored by the Commission for compliance with provisions of its Civil Rights Plan.

VII. EMPLOYMENT OF FORMER COMMISSION ADMINISTRATIVE OFFICIALS

The Proposer shall provide information on former Commission administrative officials (as defined below) who are employed by or represent your business. The information provided includes a list of former Commission administrative officials who terminated employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this provision, “Commission Administrative Official” is defined as a member of the Commission Board or such officer’s staff, and/or any previously employed staff member of the First 5 San Bernardino organization.

Failure to provide this information may result in a rejected proposal to this RFP.

VIII. IMPROPER CONSIDERATION

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

The Commission, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Commission with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

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

The Commission reserves the right to request the information described herein from the Proposer selected for contract award. **Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer.** The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative agency. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

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

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

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

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act (California Government Code section 6250, et seq.). Proposals may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE
The data on pages_______ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the First 5 San Bernardino Commission determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.
The Commission assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the Commission a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the Commission in making its determination as to whether or not disclosure is proper under federal, state and local law. The Commission will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XI. SUBCONTRACTOR STATUS

If the Primary Agency (defined as the agency submitting the proposal) intends to subcontract any part of the services for which it is proposing to a separate and independent agency or agencies, it must submit a written Memorandum of Understanding (MOU) with that agency or agencies with original signatures as part of the proposal. The MOU must clearly define the following:

1. The name of the subcontracting agency.
2. The amount (units, measurements, etc.) and types of services to be rendered under the MOU.
3. The amount of funding to be paid to the agency.
4. The agency’s role and responsibilities.
5. A detailed description of the methods by which the Primary Agency will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
6. A budget sheet outlining how the subcontracting agency will spend the allocation.

Any subcontracting agency must be approved by the Commission and shall be subject to all applicable provisions of any agreement “awarded” to the Primary Agency as a result of the RFP process. The Primary Agency will be fully responsible for any performance of the subcontracting agency.

The Commission will not reimburse contractor or subcontractor for any expenses due to services rendered by a subcontractor NOT approved by the Commission.

XII. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all attachments, exhibits (as applicable), and addendum and agrees that all requirements of this RFP have been satisfied.
2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, folders, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP
instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.

4. **Proposals must be received at the designated location, specified in Section I, Paragraph B – Correspondence, no later than the date and time specified in Section I, Paragraph E – Proposal Submission Deadline.**

5. All proposals and materials submitted become the property of the Commission.

**B. Proposal Presentation**

1. The **original proposal** must be clearly marked “ORIGINAL PROPOSAL”. If one copy of the proposal is not clearly marked “Original Proposal”, the proposal may be rejected. The additional copies must also be marked as a “COPY” (i.e. Copy 1, etc.) accordingly. However, the Commission may at its sole option select, immediately after proposal opening, one copy to be used as the **original proposal**. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the **original proposal** will provide the basis for resolving such discrepancies.

2. The package containing the original and copies must be sealed and marked with the Proposer’s name and “CONFIDENTIAL - RFP CFC 13-03 for Family Literacy Development Services”

3. All proposals must be submitted on 8 1/2” by 11” paper with single sided printing, unless specifically shown to be impractical, with no less than 1/2” top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

**C. Proposal Format**

Response to this RFP must be in the form of a proposal package. The content of the proposal must be submitted in the following sequence and format:

1. **Cover Page**
   A letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the Proposer submitting the proposal, which must include the following information:
   a. A statement that the proposal is submitted in response to the RFP CFC 13-03 for Family Literacy Development Services. Include the specific Strategy and Program Focus for which the Proposer is responding.
   b. A statement indicating which individuals, by name, title, address, and phone number, fax number and e-mail address are authorized to negotiate with the Commission on behalf of the Proposer.
   c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the Proposer.

2. **Table of Contents**
   Complete table of contents for the entire proposal with respective page numbers opposite each topic.

3. **Proposal Submission Checklist – Attachment C**
   Complete and include all items on this form, Attachment C.
4. **Statements of Certification – Attachment D**
   Complete and include all items on this form, Attachment D.

5. **Proposal Narrative**
   Should address, but not be limited to, all items in Section IV, Paragraph C - Program Description and Exhibit A.
   a. Brief synopsis of the Proposer’s understanding of the Commission’s needs and how the Proposer’s plans to meet these needs. This should provide a broad understanding of the Proposer’s entire proposal.
   b. A narrative description of the proposed plan to achieve the program objectives and requirements addressing the following elements:
      1) Detailed program curriculum, services and strategies to be employed to ensure stability and continuity of care for the population served, and the Agency’s ability to be flexible in meeting changing needs.
      2) Describe program activities.
      3) Outline the service approach in terms of deliverables, intensity, frequency, and array of service and expected length of service.
      4) Describe staffing for the program, including basic level of responsibilities, duties, supervisory structure, level of authority and experience of staff members, and licensure. Include the organizational chart indicating lines of authority for staff in the context of the proposed program.
      6) Discuss Agency’s methods for achieving goals cost effectively.
      7) State the address of the facility and hours of operation and explain why it is appropriate for this Contract (in targeted Geographic Service Area; near mass transit; user friendly; facility layout; etc.). Include the area/region the Proposer plans to serve, and cities within that region.
      8) Describe Agency’s capacity to provide the proposed services.
      9) Describe the Agency’s experience and number of years providing proposed services.
      10) Explain the systems the Agency currently has in place to support your project (collaborative, partners, etc.)
      11) Describe how the Agency will respond to training requirements (as applicable).
      12) Describe how the Agency will meet any special program or funding considerations.
      13) Estimate the number of unique or unduplicated participants expected to be served and how that number will be generated and/or affected (i.e. community outreach, etc.)
      14) Estimate the anticipated cost per participant.

6. **Statement of Readiness –** Describe your Agency’s state of readiness to implement the proposed project, which shall include:
   a. **A Program Work Plan (Attachment A)** – Provide Performance Target(s) statement(s), outcomes, objectives and deliverables, key achievements and verification methods as applicable, utilizing the Program Work Plan.
   b. A timeline for project deliverables tied to the Program Work Plan.
c. A logic model of the proposed program.

d. Explanation of any assumptions and/or constraints.

7. **Statement of Experience** – Include the following in this section of the proposal:

   a. Business name of the Proposer and legal entity such as corporation, partnership, etc.

   b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.

   c. A statement that the Proposer has a demonstrated capacity to perform the required services.

   d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.

   e. Describe the fiscal and administrative oversight of the agency’s Board of Directors currently in effect, include the following information:

      1) Board Roster
      2) Calendar or Schedule of Board Meetings
      3) Describe the recruitment for new board membership, membership requirements and term limits
      4) Describe board activities and frequency of fundraising and review of agency policies and procedures
      5) Describe the board approved hiring policies

   f. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.

   g. Describe experience of principal individuals of the prospective Proposer's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.

   h. With respect to contracts currently in effect, completed within the last five years, or terminated prior to the original expiration date within the last five years, show for each such contract:

      1) Date of termination or completion and duration of each contract.
      2) Type of service.
      3) Total dollar amount contracted for and amount received.
      4) Location of area served.
      5) Name and address of agency with which contracted and agency person administering the contract.
      6) Reason for termination.
      7) If none, so state.

      **For this item, the information MUST be in the form of a table or spreadsheet.**
8. **Reportable Conditions – Attachment E**
   a. Include a statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer’s assets, lines of credit, guarantor letters, or ability to perform the Contract.
   b. Complete and include all items on this form, Attachment E.

9. **Exceptions and Disclosures – Attachment F**
   Complete and include all items on this form, Attachment F.

10. **Subcontractor Information** – If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting.
   a. Complete and include all items on form, Attachment G
   b. Attach a copy of the MOU (as outlined in Section XI. Subcontractor Status)
   c. Any subcontracting agency must be approved by the Commission and shall be subject to the applicable provisions of any agreement “awarded” to the Primary Agency as a result of the RFP process. The Primary Agency will be fully responsible for any performance of the subcontractor(s).

11. **Proposer’s Financial Capacity**
   a. Submit the three most recent and complete annual audited financial statements; the most recent must be completed within the past 18 months.

   OR

   b. If you do not have audited financial statements, please submit unaudited financial statements for the three most current years (including balance sheets, income sheets, and statement of cash flow).

   AND (in addition to one of the above)

   c. Submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the submission of this proposal.

   d. Complete checklist form Attachment H for all items included related to the financial documents requested above (bullets a or b and c).

   e. **PLEASE NOTE:** Submit financial portion of the proposal as an attachment to your proposal. Only two (2) copies of your financials are to be submitted. One (1) clearly marked original attached to the original proposal and one (1) copy.

12. **Insurance**
    Provide proof of insurance or a statement that the Proposer will obtain insurance in the amounts and coverages stated in Section V, Paragraph B, Item 19 - Indemnification and Insurance Requirements prior to the delivery of service.

13. **Program Budget and Budget Narrative** - Attachment B
    Any Contract(s) awarded will operate on a cost reimbursement Contract. Complete and submit Attachment B for cost analysis purposes. Proposals must include a Program Budget and Budget Narrative - Attachment B for each fiscal year of the 2-year contract period.
14. Local Preference Policy Form – Attachment I
   Complete and include all items on this form, Attachment I

15. Agency Information: Program Outline Document – Attachment J
   Complete and include all items on this form, Attachment J

16. ONLY IF APPLICABLE: Any Proposer applying as a 501c3 must provide proof of status.

XIII. PROPOSAL EVALUATION AND SELECTION

   A. Evaluation Process

   All proposals will be subject to a standard review process developed by the Commission. A primary consideration shall be the effectiveness of the Proposer in the delivery of comparable or related services based on fiscal capacity, demonstrated performance and readiness to provide services.

   B. Evaluation Criteria

   All Proposals will be subject to a standard review process developed by the Commission to yield the Proposer the proper due diligence in the evaluation phase of the RFP process.

   1. Administrative Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:

      a. The proposal must be complete as set forth in Section X – Proposal Submission, sub-section – C Proposal Format including submission of all required documents, and be compliant with all the requirements of this RFP.

      b. Proposers must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph B.

      Failure to meet these requirements will result in a rejected proposal. Incomplete proposals (those missing information/required documents) will be disqualified. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the Commission to be immaterial or inconsequential. In such cases the Commission may elect to waive the deficiency and accept the proposal. Proposers unsuccessful in the Administrative Review phase will not have the option to submit an appeal.

   2. Fiscal Capacity Review – All proposals advanced past the Administrative review will be evaluated to determine if the Proposer demonstrates fiscal capacity on a pass/fail scale based on:

      a. Debt to income ratio

      b. Sufficient cash flow to operate proposed program on a reimbursement contract

      c. Financial Statement Integrity

   3. Program Evaluation – All proposals advanced past the Fiscal Capacity Review will be evaluated with a total of 100 points possible on the basis of the following criteria, (not necessarily in order of priority):
a. Cost.
b. Demonstrated ability to serve target population.
c. Proposed program services and strategies.
d. Readiness to provide services.
e. Experience
f. Staffing levels and qualifications.
g. Appropriateness of facility (Geographic Service Area, near mass transit, facility layout, etc.).

While cost is a major consideration in the evaluation process, selection will be based on the determination of which proposal will best meet the requirements of this RFP and the needs of the Commission which is defined as meeting the needs of children ages 0-5 and their families, aligned with the First 5 San Bernardino Strategic Plan and obtaining measurable outcomes.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Appeals

In response to a denied award, Proposers may protest, provided the appeal is in writing, contains the RFP number, and is delivered to the address (e-mail protests will be accepted for this RFP) listed in Section I, Paragraph B of this RFP and submitted within three (3) business days of the date on the notification of a denied award. Notification will be sent via e-mail to the contact listed on the cover letter of the proposal.

A protest for DENIAL OF AWARD can only be brought on the following grounds:
1. Procedural irregularities: Commission fails to adhere to requirements specified in the RFP or any addenda or amendments.
2. Conflict of Interest Violation: There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Protests will not be accepted on any other grounds.

The appeal must include the following: 1) reference to the RFP CFC 13-03 for Family Literacy Development Services Appeal; 2) basis of appeal; 3) supporting documentation and statements (optional); and 4) name, position, address, telephone, facsimile numbers, and email for agency point of contact for the appeal.

The Commission will consider only those specific issues addressed in the written valid and accepted protest(s), which must include any documentation or information that supports the protest and the specific reasons and rationale for the protest.

Only an agency that has submitted a proposal in compliance with the RFP CFC 13-03 for Family Literacy Development Services and addenda or amendments may present a protest to the Commission. An appeal submitted by any other parties or
individuals, including potential subcontractors, employees or unrelated entities, will not be considered and shall be automatically rejected.

In the event of an appeal, all appeals will be handled by a panel designated by the Commission. The Commission will consider only those specific issues addressed in the written appeal. A written response will be directed to the protesting Proposer advising of the decision with regard to the protest and the basis for the decision. Any decision of the Commission will be final.

E. Final Authority

The final authority to award a Contract rests solely with the Children and Families Commission for San Bernardino County.
**Program Work Plan FY:** __________________________

**Agency Name:** __________________________________

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<th>Commission Level Outcome</th>
<th><em>Performance Objective</em></th>
<th>Service Activity (The services or activities that are provided or conducted as part of achieving the program goal(s).)</th>
<th>Core or Aggregate Service/Activity? (Identify Core or Aggregate)</th>
<th>Client Target (expected # of unduplicated clients receiving service and client type)</th>
<th>Verification Method (How you will measure)</th>
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<td>EXAMPLE: Children live in a home environment supportive of learning</td>
<td>EXAMPLE: By June 30, 2013 200 unduplicated parent participants will improve literacy practices in the home.</td>
<td>EXAMPLE: Parent Literacy Enrichment</td>
<td>EXAMPLE: Core</td>
<td>EXAMPLE: 200 Parents</td>
<td>EXAMPLE: Parent Intake Pre/Post assessments</td>
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*Please list each Performance Objective separately*
# Fiscal Year 2013-2014

**Partner Name**

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<th>DESCRIPTION</th>
<th>TOTAL PROGRAM COSTS</th>
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<th>DONATED RESOURCES</th>
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<th>First 5 Program Related Cost</th>
<th>First 5 Admin Cost</th>
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<td>TOTAL BENEFITS</td>
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| **B. Services & Supplies** | **A** | **B** | **C** | **D** | **E** | |
|---------------------------|-------|-------|-------|-------|-------| |
| 1 | PROGRAM MATERIALS/SUPPLIES | | | | | | |
| 2 | PARTICIPANT SUPPORT/INCENTIVES | | | | | | |
| 3 | PARTICIPANT TRANSPORTATION | | | | | | |
| 4 | FOOD EXPENSE FOR CLASSES/MEETINGS | | | | | | |
| 5 | STAFF DEVELOPMENT/TRAINING | | | | | | |

Please utilize the Program Budget Template (Excel spreadsheet) to complete the proposed program budget for each fiscal year.
## PROPOSAL SUBMISSION CHECKLIST

Use this checklist to ensure that all items have been included. This form is to be completed and included in the proposal.

<table>
<thead>
<tr>
<th>Items Completed</th>
<th>Number of Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cover Page</td>
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<tr>
<td>2. Table of Contents</td>
<td></td>
</tr>
<tr>
<td>3. Proposal Submission Checklist (Attachment C)</td>
<td></td>
</tr>
<tr>
<td>4. Statement of Certification (Attachment D)</td>
<td></td>
</tr>
<tr>
<td>5. Proposal Narrative (Including an Organization Chart)</td>
<td></td>
</tr>
<tr>
<td>6. Statement of Readiness (Including Attachment A – Program Work Plan and Logic Model)</td>
<td></td>
</tr>
<tr>
<td>7. Statement of Experience (Including Board of Directors information requested and Contracts Table or Spreadsheet)</td>
<td></td>
</tr>
<tr>
<td>8. Reportable Conditions (Attachment E)</td>
<td></td>
</tr>
<tr>
<td>9. Exceptions and Disclosures (Attachment F)</td>
<td></td>
</tr>
<tr>
<td>10. Subcontractor Information (Including MOU and Attachment G)</td>
<td></td>
</tr>
<tr>
<td>11. Insurance (Submit proof or ability to obtain proof)</td>
<td></td>
</tr>
<tr>
<td>12. Program Budget and Budget Narrative – Attachment B (Include a program budget and budget narrative for each fiscal year, for 3 years)</td>
<td></td>
</tr>
<tr>
<td>13. Local Preference Policy Form (Attachment I)</td>
<td></td>
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<tr>
<td>14. IF APPLICABLE: Proof of 501c3 status, if applying as such</td>
<td></td>
</tr>
<tr>
<td>15. ATTACHMENTS: Financial Capability (Including applicable financial documents and Attachment H) SUBMIT 2 COPIES ONLY – ONE ORIGINAL, ONE COPY</td>
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<tr>
<td>STATEMENT</td>
<td>AGREE (Initial)</td>
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</tr>
<tr>
<td>1. Services will be provided as described in the Request for Proposals, beginning July 1, 2013 through June 30, 2015.</td>
<td></td>
</tr>
<tr>
<td>2. The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.</td>
<td></td>
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<tr>
<td>3. All declarations in the proposal and any attachments are true and shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.</td>
<td></td>
</tr>
<tr>
<td>4. All aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.</td>
<td></td>
</tr>
<tr>
<td>5. The proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract is awarded.</td>
<td></td>
</tr>
<tr>
<td>6. Proposer will provide the Commission with any other information that the Commission determines necessary for an accurate determination of the Proposer’s ability to perform services as proposed.</td>
<td></td>
</tr>
<tr>
<td>7. If selected, the Proposer agrees to comply with all applicable rules, laws and regulations.</td>
<td></td>
</tr>
<tr>
<td>8. Proposer agrees to the right of the County, State and Federal governments to audit the Proposer’s financial and other records.</td>
<td></td>
</tr>
<tr>
<td>9. Will permit official representatives of First 5 San Bernardino access to its facilities, staff, and records in conducting pre-award correspondence and/or site visits in connection with this proposal.</td>
<td></td>
</tr>
<tr>
<td>10. Hereby authorizes First 5 San Bernardino to contact any references and/or sources named, herein, in order to verify funding, accreditation, performance, and other information deemed necessary for review of this proposal.</td>
<td></td>
</tr>
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</table>

Print Name

Signature (Authorized Signer)

Agency/Company

Date

Address
### REPORTABLE CONDITIONS

**RFP CFC 13-03**

<table>
<thead>
<tr>
<th>STATEMENT</th>
<th>NONE TO DISCLOSE (Initial)</th>
<th>DISCLOSURES (Initial and explain in Attachment F-Exceptions/Disclosures)</th>
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<tr>
<td>1. Former County Officials</td>
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<td></td>
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<tr>
<td>2. Similar Contracts</td>
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<tr>
<td>3. Terminated Contracts</td>
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<tr>
<td>4. Current Contracts</td>
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<tr>
<td>5. Controlling Interest</td>
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<tr>
<td>6. Financial Interest</td>
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<tr>
<td>7. Pending Litigation</td>
<td></td>
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</tr>
<tr>
<td>8. Convictions or adverse court rulings</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Print Name __________________________________________ Signature (Authorized Signer) ______________________________________

Agency/Company __________________________________________ Date __________________________________________________________

Address ________________________________________________
Proposer has reviewed the RFP and Contract Requirements and terms in their entirety and has the following exceptions:
(Please list your exceptions by indicating the section or paragraph number, and page number as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

DISCLOSURES

Proposer has reviewed the RFP and General Contract Terms in their entirety and has the following exceptions: (Please list your exceptions by indicating the section or paragraph number, and page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.) Proposer reports the following:

Name of Authorized Representative: ____________________________________________________________

Signature of Authorized Representative: ______________________________________________________

Title: ___________________________________________ Date: _______________________________
# SUBCONTRACTOR INFORMATION

<table>
<thead>
<tr>
<th>Subcontractor Name: (name of firm, entity or organization):</th>
<th>☐ No Subcontractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name And Title Of Proposer’s Contact Person:</td>
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</tr>
<tr>
<td>Mailing Address:</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Fax Number:</td>
<td></td>
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<tr>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td>Federal Employer Identification Number:</td>
<td></td>
</tr>
<tr>
<td>Number of years under current name:</td>
<td></td>
</tr>
<tr>
<td>% of the total work of the proposal:</td>
<td></td>
</tr>
<tr>
<td>Justification for Subcontracting: (Work)</td>
<td></td>
</tr>
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</table>

## Capacity to Perform the Required Services Statement:

**Subcontractor’s Authorized Signature:**

The undersigned hereby certifies that the information above is correct and agrees to serve as a subcontractor on and perform all work as indicated above and will comply with all items as indicated in Section IX of the RFP CFC 13-03 for Family Literacy Development Services – Education Initiative.

I have attached an MOU to this sheet for Commission review.

Signature: ___________________________ Date: ___________________________

Print Name: ___________________________ Title: ___________________________
Section XII, Sub Section C, Item #11 of this RFP

(Check applicable documents)

☐ a. Submit the three most recent and complete annual audited financial statements; the most recent must be completed within the past 18 months.

OR

☐ b. If you do not have audited financial statements, please submit unaudited financial statements for the three most current years (including balance sheets, income sheets, and statement of cash flow).

AND

☐ c. Submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the submission of this proposal.

PLEASE NOTE: Submit financial portion of the proposal as an attachment to your proposal. Only two (2) copies of your financials are to be submitted. One (1) clearly marked original attached to the original proposal and one (1) copy.
## LOCAL PREFERENCE POLICY FORM

Please check all that apply:

<p>| | |</p>
<table>
<thead>
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<tbody>
<tr>
<td>1.</td>
<td>Main or regional Office located within County boundaries.</td>
</tr>
<tr>
<td>2.</td>
<td>Issued a business license, if required, and has been established and open for six months prior to release of solicitation.</td>
</tr>
<tr>
<td>3.</td>
<td>Has a minimum of 25% full-time management employed and 25% of its full-time regular employed working from County locations.</td>
</tr>
<tr>
<td>4.</td>
<td>The statements above do not apply to our agency.</td>
</tr>
</tbody>
</table>

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Signature (Authorized Signer) ______________________________

Date ______________________________

Print Name ____________________________________________

Company/Agency _______________________________________

Address _____________________________________________
Family Literacy Development Services

First 5 San Bernardino (F5SB) is committed to increasing family literacy skills by investing in Family Literacy Development services for children ages birth through 5 in San Bernardino County. Through this RFP, F5SB seeks to:

- Educate families with children ages birth through 5 on the importance of literacy development activities at an early age.
- Provide literacy development support to families with children ages birth to 5 through research-based Family Literacy Programs.

Research shows that a child’s brain develops the most between birth and age 5, tripling in size during the first year of life, and becoming fully formed by Kindergarten\(^1\). Children who are read to during this time develop reading skills such as awareness about written letters and phonics, and concepts about print conventions\(^1\). Children who have oral language proficiency and can process print do better in grades 1 through 3. If a child struggles to read by the third grade, the remaining school years could be a challenge. According to a United States Department of Education study, one-third of children in the United States enter Kindergarten without the literacy skills needed for success\(^2\).

Investment Goals & Objectives

F5SB is seeking proposals with innovative strategies to reach a wide range of cultural, demographic, and income diverse families. The target population are families who have children that have not participated in literacy development activities through established programs, or could benefit from additional activities to enrich literacy competence.

In collaboration with stakeholders, our Advisory Committee(s), and experts in the field, F5SB has established objectives which shape the goals of this RFP as follows:

1. Develop and implement a culturally competent outreach plan for families with children ages birth to 5. Outreach may include, but are not limited to:
   - Organizations that have recreational enrichment programs (YMCA, United Way, Boys and Girls Club, etc.)
   - Local government entities (i.e. Parks and Recreation Departments, County, cities, tribal).
   - WIC Centers
   - Faith-Based Organizations
   - Pediatric health Providers
   - Community Centers
   - Libraries
   - Parent Teacher Association
   - University/College community service programs
   - Child-care planning consortiums or collaborative

---


2. Implement an early literacy development program that promotes parent/caretaker involvement to ensure that their birth through 5 child is at the appropriate reading level, and/or exposed to appropriate literacy materials. Program components shall include:
   o Education on the importance and benefits of literacy activities
   o Education on age-appropriate literacy levels and activities

3. Include provision of materials to participants, free of charge, to promote literacy/inform parents of California Department of Education Reading Standards for Literature for a child in Kindergarten which include:
   o Implement a researched-based program
   o With prompting and support, ask and answer questions about key details in a text
   o With prompting and support, retell familiar stories, including key details
   o With prompting and support, identify characters, settings, and major events in a story
   o Ask and answer questions about unknown words in a text
   o Recognize common types of texts (e.g., storybooks, poems, fantasy, realistic text)
   o With prompting and support, name the author and illustrator of a story and define the role of each in telling the story

4. Ensure that children are given the opportunity to be literate in English through service to families in a culturally sensitive manner.

5. Recognize signs of potential learning disabilities in children and make an appropriate referral if necessary.

While it is the intention of the Commission to maximize the opportunity for children to meet the California Department of Education standards, this initiative is not intended to duplicate or supplant services that are already offered at traditional structured school settings, (i.e. charter/private/ public school districts, preschools, Head-Start, First 5 funded preschool programs).

**Strategy: Early Education**

<table>
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<tr>
<th>GOALS</th>
<th>SERVICE DELIVERY APPROACH</th>
<th>INDICATORS</th>
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<td>Children are ready to enter and succeed in school</td>
<td>Home Visitation, Community Based</td>
<td>Increased family literacy skills</td>
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<tr>
<td>Children live in a home environment supportive of learning.</td>
<td>Home visitation, Community Based</td>
<td>Increased family literacy skills</td>
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Funding Requirements and Expectations

Proposers meeting the minimum requirements are encouraged to apply. In addition to the minimum requirements outlined in the RFP, these specific and targeted program requirements also apply to Family Literacy Development Services applicants:

<table>
<thead>
<tr>
<th>Family Literacy Program Services</th>
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<tbody>
<tr>
<td>Funding Requirements and Expectations</td>
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<tr>
<td>• Must serve children ages birth through 5.</td>
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<tr>
<td>• Must have at least two years of experience conducting literacy development activities.</td>
</tr>
<tr>
<td>• Must demonstrate familiarity with the demographics of the proposed population.</td>
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<tr>
<td>• Must use a research-based curriculum that prepares children to meet California Department of Education Common Core Standards.</td>
</tr>
<tr>
<td>• Provide quantity of sessions consistent with the fidelity of the chosen curriculum.</td>
</tr>
<tr>
<td>• Must utilize the ASQ-3 to screen for developmental milestones in children ages 0 to 5, and make appropriate referrals as necessary.</td>
</tr>
<tr>
<td>• Must incorporate the teaching of concepts related to the normal developmental stages of children 0 to 5.</td>
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Priority Consideration for Family Literacy Program Services

- Outreach to target population of African-American and Latino/Hispanic families.
- Outreach to participants in rural or remote areas with limited access to community services.

Evaluation Requirements and Expectations

The Commission is committed to collecting systematic information that helps strengthen programs, improve outcomes, and documents the collective impact of F5SB efforts throughout the County. The Commission’s results-based evaluation defines:

- The specific conditions F5SB seeks to improve for children and families.
- The evidence-based approaches F5SB believes will contribute to achieving results.
- What F5SB will measure to assess progress towards achieving program-level and Commission-level outcomes.

Through this direct service approach, Contractors will be required to track the number of children and families served, as well as demonstrate their ability to describe and document participant outcomes:

- Establish clear and measurable goals (performance targets) that are connected and relevant to Commission Level Outcomes described in Attachment A for each contract year,
- Devote adequate staff time to perform evaluation activities including data collection, data entry, utilization of First 5 database, submission of quarterly reports, trainings and meetings),
- Cooperate with the Commission’s evaluation consultants and First 5 staff on evaluation activities, such as survey distribution, focus groups, and case studies,
- Use required First 5 tools and standardized assessments to ensure consistency and enhance the ability to measure collective impact and use updated tools as required
- Use F5SB’s web-based data system for reporting within the requirements established by the Commission.
Subject
Healthy Cities/Communities Projects Requests for Proposals (RFP) for Program Years 2013-2015.

Recommendations
Approve the Healthy Cities/Communities Projects Request for Proposals (RFP) CFC 13-02 for an investment opportunity as a Health Systems initiative under the Systems focus area in the total amount of $1,000,000 (500,000 maximum annually) and authorize RFP release to plan and implement or enhance projects that empower the community and improve health results for pregnant women, children birth through 5 years of age and their families in the County of San Bernardino for fiscal years 2013-2015.
(Affected Districts: All)
(Presenter: Mary Jaquish, Supervisor, 387-1512)

Background Information
Through the Investing in Children Health RFP 11-04 released in November 2011, an innovative opportunity was included as a one-year pilot to invest in Healthy Cities/Communities projects. On June 20, 2012, the Commission approved 5 Contractors to carry out these projects.

Healthy Cities/Communities receive their designation from the County of San Bernardino Department of Public Health. They promote a positive physical, social, and economic environment that supports the well-being of its members. While each community focuses on improving nutrition and increasing physical activity, each Healthy City addresses its unique priorities as determined by the community itself.

Research has shown that changes to policies, systems and the environment can result in positive behavior changes. The First 5 investment in Healthy Cities/Communities projects has been extremely successful in building environments that support healthy behaviors in San Bernardino County. Joint-use agreements for public use promoting physical activities, changes in vending machine policies, targeting local restaurants to include healthier food options for children 0-5 and increasing access to local farmers markets through GIS mapping are just a few of the many changes occurring through Healthy Cities/Communities projects.

Recognizing that this approach can yield a high rate of return, staff recommends continued investment in Healthy Cities/Communities projects that develop local infrastructure to support comprehensive community approaches to increase healthy behaviors. These projects can be delivered by those that have Healthy Cities/Communities designation or in progress of obtaining Healthy Cities/Communities designation.

Current Healthy Cities contractors need not apply for this opportunity as First 5 is currently working towards amending their contracts for an additional 2 years. Our intent for this RFP opportunity is to expand the number of Healthy Cities/Communities Contractors.

Pending Commission approval, the request will be released on April 4, 2013. A mandatory Proposers Conference is scheduled for April 18, 2013. The deadline for submission of all proposals is 4:00 p.m. on April 26, 2013. After the RFP proposal evaluation process is completed, successful proposals will be presented to the Commission in June 2013 with a contract start date of July 1, 2013.
### Financial Impact

None

### Review

Regina Coleman, Commission Counsel

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#### Report on Action as taken

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<td>Comments:</td>
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</table>
Request for Proposals
(RFP CFC 13-02)

Healthy Cities/Communities Projects

Health Systems Initiative
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## Attachments:

Exhibit A

Attachment A – Program Work Plan

Attachment B – Program Budget and Budget Narrative

Attachment C – Proposal Submission Checklist

Attachment D – Statement of Certification

Attachment E – Reportable Conditions

Attachment F – Exceptions and Disclosures

Attachment G – Subcontractor Information

Attachment H – Financial Capacity

Attachment I – Local Preference Policy Form
I. PROCUREMENT TIMELINE

The dates below are subject to change as deemed necessary by the First 5 San Bernardino Commission.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
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<tbody>
<tr>
<td>A. RFP Release</td>
<td>April 4, 2013</td>
</tr>
<tr>
<td>B. Deadline for Question Submissions</td>
<td>April 12, 2013</td>
</tr>
<tr>
<td>C. Mandatory Bidder’s Conference</td>
<td>April 18, 2013</td>
</tr>
<tr>
<td>D. Deadline for Proposal Submission</td>
<td>April 26, 2013</td>
</tr>
<tr>
<td></td>
<td>NO LATER than 4:00 PM</td>
</tr>
<tr>
<td>F. Tentative Deadline for Appeals</td>
<td>May 22, 2013</td>
</tr>
<tr>
<td>G. Tentative date for Commission Approval</td>
<td>June 19, 2013</td>
</tr>
<tr>
<td></td>
<td>The Successful Contractor must be present at the Commission Meeting for Contract Approval</td>
</tr>
<tr>
<td>H. Tentative Start Date for Contract(s)</td>
<td>July 1, 2013</td>
</tr>
</tbody>
</table>

A. Questions - Questions regarding the contents of this RFP must be posed prior to the Bidder’s Conference and must be submitted in writing on or before 12 Noon (Pacific Daylight Time [PDT]), Friday, April 12, 2013 and directed to the individual listed in Section I, Paragraph B. Faxes and e-mails are acceptable. The subject line of the fax or e-mail must read: RFP CFC 13-02. All questions will be answered and both the questions and answers will be posted on the First 5 San Bernardino Website.

B. Correspondence - All correspondence, including proposals and questions, are to be submitted to:

Address: First 5 San Bernardino  
ATTN: RFP CFC 13-02 Healthy Cities/Communities Projects  
330 North D Street, 5th Floor  
San Bernardino, CA 92415  
Contact Person: Mary Alvarez, Staff Analyst II  
Phone: (909) 387-1508  
E-Mail: malvarez@cfc.sbcounty.gov

C. Admonition to Vendors - Once the RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Vendor and rejection of the application submission.
D. Mandatory Bidder’s Conference - A mandatory bidder’s conference will be held on: Thursday, April 18, 2013 at 9:00 A.M. – 12 Noon (PDT). This will be conducted via a web-based teleconference. Please print a copy of the RFP and any other corresponding documents, as these documents will not be available during the conference.

Participation in the conference is mandatory. No proposal submission will be accepted from any Vendor who fails to participate in the proposal conference. No make-up sessions will be held. To attend, please RSVP at: https://first5sanbernardino.wufoo.com/forms/p7p1w7/

Once registered, you will receive an e-mail confirmation which will include the information to connect to the Mandatory Bidder’s Conference.

E. Proposal Submission Deadline - All proposals must be received no later than 4:00 PM (PDT) on Friday, April 26, 2013.

- Paper responses containing original signatures will be accepted at the location identified in this solicitation in Paragraph B above. Postmarks will not be accepted in lieu of actual receipt. The proposal can be withdrawn at any time prior to the scheduled deadline for submission of the proposal. Late or incomplete proposals will not be accepted.

- All proposers/bidders must register with the ePro system prior to contract approval or they will be disqualified. System-related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For registration questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

II. INTRODUCTION

First 5 San Bernardino

First 5 San Bernardino (F5SB), also known as the Children and Families Commission for San Bernardino County, was created by the passage of Proposition 10 in 1998, which added a 50-cent tax on all tobacco products to promote, support, and improve the early development of children from the prenatal stage through five years of age.

First 5 San Bernardino is led by Commissioners, who are appointed by the San Bernardino County Board of Supervisors. The Commission utilizes a strategic plan to decide how to use San Bernardino County’s share of tobacco tax revenues received through Proposition 10 to better promote, support, and enhance the early development of children prenatal through age five. A copy of the Commission’s 2010-2015 Strategic Plan may be accessed here: http://www.first5sanbernardino.org/aboutus/pdf/F5-StrategicPlan-2010-2015.pdf

Vision

All children in San Bernardino County are healthy, safe, nurtured, eager to learn and ready to succeed.

Mission

Promote, support and enhance the health and early development of children prenatal through age five and their families and communities.
Purpose

First 5 San Bernardino seeks to invest in the Healthy Cities/Communities systems in our county, to plan and implement or enhance projects that empower the community and improve health results for pregnant women and children birth through 5 years of age and their families.

What is a Healthy Community?

In 2006, the Healthy Cities/Communities program was created as a central point of contact for health related issues throughout the county. As determined by the County of San Bernardino Department of Public Health a Healthy City/Healthy Community promotes a positive physical, social, and economic environment that supports the well-being of its members. While each community focuses on improving nutrition and increasing physical activity, each Healthy City addresses its unique priorities as determined by the community itself. The widely varying approaches and expertise among the Healthy Cities has created a wealth of opportunities for sharing and learning from one another.

Research has shown that changes to policies, systems and the environment can result in positive behavior changes. Recognizing the value in change through a systems approach, First 5 San Bernardino seeks to invest in Healthy Cities/Communities projects that develop local infrastructure to support comprehensive community approaches to increase healthy behaviors.

Outcomes

Through investment in Healthy Cities/Communities projects, First 5 San Bernardino seeks to address the following outcomes indicators:

Focus: Systems – Coordinated and comprehensive systems support and strengthen children, families and communities

Indicators:

- Community has access to services
- Increased participation in planning efforts around community needs
- Systems are results-based
- Children are healthy, well-nourished and physically fit

III. PROCUREMENT CONDITIONS

First 5 San Bernardino, hereafter referred to as the “Commission,” is seeking proposals from qualified organizations, hereinafter referred to as “Proposers, “Contractors” or “Vendors,” for projects through Healthy Cities/Communities (both direct and coordinated or systems integrated) for children ages 0-5 and their families as identified in the accompanying Exhibit A and in the First 5 San Bernardino Strategic Plan. Said services will occur under a reimbursement contract. An amount not to exceed $500,000 per year has been allocated for coordinated services or systems integrated health related efforts (Healthy Cities/Communities projects) for the period of July 1, 2013 through June 30, 2015. The most important expectation of funding under this RFP is positive, immediate and documentable results for children ages 0-5, as defined by First 5 San Bernardino’s established strategic goals and indicators that show “increased”, “reduced”, “change in”, etc., measured by stringent evaluation standards and tools. The number of awards will be determined by the types and quality of proposals received, the evaluation of these
proposals and the feasibility that the service can and will “move the needle” towards positive outcomes for children.

A. One Percent (1%) Contract Transaction Charge – Proposers that submit a paper or electronic proposal that results in a contract award in ePro shall pay the County of San Bernardino Purchasing Department a one percent (1.0%) Contract Transaction Charge (CTC). The CTC is the responsibility of the Proposer. It is part of the Proposer’s unit pricing and cannot be charged directly to the County in the form of a separate line item.

The CTC is defined as 1.0% of quarterly receipts under a contract transacted in ePro, minus any taxes or regulatory fees, credits, and shipping charges not included in the unit prices. The transaction charge is only applicable to amounts actually received by the Proposer during the quarter and is not applicable to amounts invoiced to County but not yet paid for.

Receipts used in calculating the transaction charge are capped at $100,000. Therefore, the transaction charge is capped at $1,000 per eligible contract. Unless exempted during the solicitation process, the transaction charge applies to each contract, regardless of the number of concurrent active, or consecutive, contracts in place. At its option, the County may limit the applicability of the CTC to certain types of contracts.

If a contract is awarded to the Proposer, the Proposer agrees to pay the 1% CTC.

B. Period of Contract - Contracts awarded for services to be funded through this RFP are proposed to be for the two (2) year period commencing July 1, 2013 through June 30, 2015, subject to the availability of California Children and Families Trust Fund monies, however, the Commission reserves the right to negotiate contracts for a shorter period of time, based on the specific project, need for service, coordination of existing services, changes in demographics, etc. The Commission may, but is not obligated to, extend the awarded contract(s) for one (1) additional year as determined needed. The Commission reserves the right, after contract award, to amend the resulting contract as needed through the term of the contract to best meet the needs of all parties.

C. Minimum Proposer Requirements – Proposers must:

- Have agency representatives (such as management, program and fiscal staff) participate in the mandatory proposal conference as referenced in Section I in this Request for Proposals (RFP); and
- Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement; and
- Must have Healthy City/Community designation or actively working toward Healthy City/Community designation (application in process by proposal submission) by the San Bernardino County Department of Public Health; and
- Have the ability to maintain adequate files and records and meet statistical reporting requirements; and
- Have the administrative and fiscal capacity to provide and manage the proposed services under a reimbursement contract and to ensure an adequate audit trail; and
C. Contingencies – Funding for these services is contingent on the availability of California Children and Families Trust Fund monies. This RFP does not commit the Commission to award a contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The Commission will award a contract(s) based on the application(s) that best meets the needs of the Commission through meeting the needs of children ages 0-5 and their families, alignment with the First 5 San Bernardino Strategic Plan and ability to obtain measurable outcomes.

D. Acceptance or Rejection of Proposals – The Commission reserves the right to accept or reject any or all proposals if the Commission determines it is in the best interest of the Commission to do so. The Commission will notify all Proposers, in writing, if the Commission rejects all proposals. The Commission also reserves the right to terminate this procurement process at any time.

Proposals shall remain valid and subject to acceptance anytime between the proposal opening and the awarding of the contract(s), up to one hundred eight (180) days.

E. Best Value Evaluation Process – Cost is an important factor in the evaluation process, but the Commission is not obligated to accept the lowest cost proposal. The Commission will award a contract(s) based on the proposal(s) that best meets the needs of the Commission through meeting the needs of children ages 0-5 and their families, alignment with the First 5 San Bernardino Strategic Plan and ability to obtain measurable outcomes. At the Commission’s discretion, other considerations also may factor into a decision as to which services and/or products provide the best value to the Commission. Such considerations may include:

- Fiscal Capacity
- Qualifications of key staff
- Relevant project/service experience
- Past performance
- Any other relevant factors listed in the RFP, as listed in Section IIIV, Proposal Evaluation and Selection.

F. Modifications – The Commission has the right to issue addenda or amendments to this RFP if the Commission considers that additional clarifications are needed. Addenda or amendments to this RFP will be posted on All questions will be answered and both the questions and answers will be posted on the First 5 San Bernardino Website.

G. Proposal Submission – To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer’s responsibility to ensure that its proposal arrives on or before the specified deadline. All proposals and materials submitted become the property of First 5 San Bernardino.

H. Local Preference Policy – The County and the Commission have adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies.

For the purposes of applying the local preference policy (County Policy 11-12), “principal place of business” is defined as the Vendor’s main office (or
headquarters) or a major regional office. A “major regional office” is defined as a business location apart from the vendor’s main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of any procurement, contract, agreement, or purchase order to which the Vendor responds; and

- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six (6) months; and

- Has a minimum of twenty-five percent (25%) of the vendor’s full-time management employees and twenty-five percent 25% of its full-time regular employees working from the San Bernardino County location(s).

The County’s Local Preference Policy means, for example, if two (2) Vendors respond to this RFP and if quality, service and ability to meet the Commission’s needs are equal, Commission staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor’s quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the contract award.

**I. Incurred Costs** – The Commission is not obligated to pay any costs incurred by Proposers in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing this proposal are the Proposer’s responsibility.

**J. Public Inspection** – Proposals submitted in response to this RFP become the property of First 5 San Bernardino and are subject to the provisions of the California Public Records Act. This Act is designed to give reasonable public access to information in the possession of public agencies.

**K. Clarifications** – The Commission may require the Proposer(s) selected as a potential Contractor(s) to provide additional information or clarifications on any area contained in this RFP or which might be used to evaluate proposals. This may include cost, technical, or other clarifications needed to make a decision.

**L. Negotiations** – The Commission may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical information, or other clarifications needed to make a decision.

**M. Formal Agreement** – Proposer(s) will be required to enter into a formal agreement with the Commission. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting to this RFP, Proposer(s) will be deemed to have agreed to each clause unless the proposal identifies an objection and the Commission agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on **Attachment G– Exceptions and Disclosures** to RFP.

**N. Use of Proposal Received** – All proposals received shall become the property of the Commission.

**O. Independent Contractor Status** – Any Proposer that is awarded a Contract will be considered an independent Contractor(s), wholly responsible for the manner in which it performs, and will assume exclusively the responsibility for the acts of its
employees who will not be entitled to any rights and privileges of Commission employees nor be considered in any manner to be Commission employees.

P. **Pre-Award On-Site Visits** – Site visits may be conducted to verify information submitted in the RFP and to determine if the proposed facilities are appropriate for the proposed services provided.

Q. **Level of Service** – For any Contract awarded through this RFP, no minimum or maximum number of referrals or enrollments can be guaranteed by the Commission. However, Contractor is expected to meet contracted number of referrals and enrollments as agreed upon to meet satisfactory performance.

R. **Termination of Contract** – The Contract between the Commission and selected Proposer(s) will contain specific language which addresses the Commission’s option for terminating the Contract with or without cause.

S. **Target Population** – It is mandated through the Children and Families Trust Fund Act (Prop 10) that funds are allocated to services for the purpose of promoting, supporting and improving the early development of children prenatal through age five. As such, services proposed shall offer a direct benefit to this population. Any services provided beyond this limitation, such as services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

T. **Final Authority** – The final authority to award a Contract rests solely with the Commission.

### IV. PROGRAM REQUIREMENTS

A. **Definitions**

- **Accessibility**: Ease of obtaining services, measured by addressing geographical, travel and other barriers.

- **Asthma**: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

- **Capital Expenses**: Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.

- **Care Coordination**: A service deliverable that includes the following activities: implementing an active outreach system to underserved populations, establishing a family’s eligibility for services or funding, providing information, answering questions and helping people make decisions about services, helping families complete paperwork to obtain services, making and following up on referrals to health care providers, helping families find interpreters, determining potential barriers for parents and problem-solving to reduce the barriers, arranging for transportation for medical appointments, scheduling appointments and coordinating with other health care appointments if possible, explaining the importance of health care and answering some common health questions, reviewing responsibilities and rights of patients and of health care providers, coordinating with families to facilitate follow-up
on recommendations and routine care, and providing re-enrollment assistance.

- **Cost Effectiveness**: Achieving the desired goal with the minimum of expenditure.

- **Direct Costs**: Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

- **Evidence-Based**: Refers to the use of research and scientific studies as a base for determining best practices.

- **Full Time Equivalent (FTE)**: A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

- **Federally Qualified Health Center (FQHC)**: Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

- **Indirect Costs**: Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefiting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities based on a Board approved cost allocation plan.

- **Obesity**: Defined as a BMI at or above the 95th percentile for children of the same age and sex within the ages of 2-19 years.
• **Outcome:** The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

• **Overweight:** Is defined as a BMI at or above the 85th percentile and lower than the 95th percentile for children of the same age and sex within the ages of 2-19 years.

• **Parenting Education:** Programs that improve knowledge and increase positive parenting skills.

• **Participant:** A recipient of funded services in accordance with the target population; are children, prenatal through age five and/or pregnant women.

• **Participant Support:** Budget line item category for items purchased to remove barriers or to provide motivation to participants upon completion of the program. Items purchased should be relative to the program objectives. Gift cards are not an allowable expense.

• **Participant Transportation:** Budget line item category for costs involved with transporting participants to needed services and/or appointments.

• **Performance Target:** The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a measurable change in the participant of a program.

• **Professional Services/Consultants:** Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.

• **Program Materials/Supplies:** Budget line item category for items directly related to service delivery such as course curriculum, children’s books, journals used by participants, child development toys, etc.

• **Program Work Plan:** A plan that includes the Performance Targets of a program and serves as a way to manage the program to achieve desired results and measurable outcomes.

• **Request for Proposal (RFP):** The document used to solicit a solution or solutions from potential Contractors to a specific problem or need.

• **Researched Based:** See evidence-based: Using research as the basis for determining best practices.

• **Satisfaction Survey:** Survey designed to measure the participant’s overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

• **Staff Development/Training:** Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities related to the funded program.

• **Staff Mileage/Travel:** Budget line item category for employee mileage and travel costs (including lodging and food) for travel related to the program, based on the current IRS allowable rate.

• **Strengthening Families™:** A framework for working with children and families. The approach allows for consistency across child- and family-
serving systems and acknowledges the interdependent factors affecting families every day. The foundation of this framework is built upon five research-based Protective Factors. When these Protective Factors are present and robust, families are less likely to experience child abuse or neglect and are more equipped to create environments for young children’s optimal development.

- **Subcontractor**: Agencies contracted by the primary Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.

- **Verification**: Validates that something represented to happen does in fact take place. The verification tools must be approved by the Commission.

- **Women, Infants, and Children (WIC)**: The Special Supplemental Nutrition Program for Women, Infants, and Children - better known as the WIC Program - serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating including breastfeeding promotion and support, and referrals to health care. Is maintained by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture, responsible for administering the WIC Program at the national and regional levels.

**B. Reference Documents** – The Commission has copies of the following materials available for review:

- Americans with Disabilities Act) [http://www.ada.gov/]
- Clean Air Act (42 U.S.C. section 7606) [http://www.law.cornell.edu/uscode/html/uscode42/uscode42_42_00007606----000-.html]
- Clean Water Act (33 U.S.C. section 1368) [http://www.law.cornell.edu/uscode/html/uscode33/uscode33_33_00001368----000-.html]
- Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 19730] and Environmental Protection Agency regulations (40 C.F.R., part 32) [http://www.epa.gov/isdc/EO11738.htm]
- Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 19860] and Debarment, Suspension, And Other Responsibility Matters (45 C.F.R, part 76) [http://www.epa.gov/isdc/EO12549.htm]
C. Program Description

1. Program Objectives

(a) The objective of this RFP is to gain improved health outcomes for pregnant women and children birth through age 5 by investing in systems that improve community health. The First 5 San Bernardino Strategic Plan supports Health goals to achieve the following outcomes:

(i). “Coordinated and comprehensive systems support and strengthen children, families and communities.”

(ii). “Children and families are healthy and safe.”

(b) Collaborative networks of schools, community and faith-based organizations, public and private agencies and city governments that make up Healthy Cities/Healthy Communities designations are powerful vehicles for social change within their own community. First 5 seeks to support and empower this committed infrastructure for existing Healthy Cities/Healthy Communities, and those interested in becoming a Healthy Cities/Healthy Communities through funding projects for results that improve the health in such areas as nutrition and physical activity of children ages 0-5, their families and pregnant women.

(c) In addition to the minimum requirements outlined in Section II., paragraph C. Minimum Proposer Requirements, project specific requirements for proposed services and strategies are attached to this RFP as Exhibit A – Healthy Cities/Communities Projects.
2. Program Restrictions
   (a) Current First 5 funded Healthy Cities/Healthy Communities Contractors are not eligible to apply.
   (b) Board of Directors: 1) Organization’s governing board must meet not less than four times per year, and 2) No board member may be an employee of the organization, and 3) No paid staff member may serve as a voting member of the governing board.
   (c) Programs cannot include capital improvements or renovation attached to private real property or the purchase of vehicles.

V. CONTRACT REQUIREMENTS
Contracts funded through this RFP may include the terms contained below.

A. CONTRACTOR SERVICE RESPONSIBILITIES
   1. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2013-2014. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A will be amended for Fiscal Year 2014-2015 to list the specific quantitative targets for the respective year.
   2. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available on the Commission website at www.first5sanbernardino.org.
   3. Contractor shall coordinate with appropriate agencies whenever possible to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.
   4. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.
   5. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.
   6. Contractor’s Program Work Plan (Attachment A) and other program specific data collection information requested by the Commission will be placed in the Commission’s web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the Contractor’s Program Work Plan (Attachment A) and the data collection system, the information in the system will take precedence over the Program Work Plan and will be used to evaluate Contractor’s performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to the Performance Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section II.
B. CONTRACTOR’S GENERAL RESPONSIBILITIES

1. Participants
Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

2. Contractor Capacity
In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

3. Contract Assignability
Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

4. Conflict of Interest
Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor’s employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

5. Former Commission Administrative Officials
Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, “Commission Administrative Official” is defined as a member of the Commission or such Administrative Staff.

If during the course of the administration of this Contract, the Commission determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, this Contract may be immediately terminated. If this Contract
is terminated according to this provision, the Commission is entitled to pursue any available legal remedies.

6. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under this Contract without first obtaining written approval from the Commission. Any subcontractor shall be subject to the same provisions as the Contractor. Contractor shall be ultimately responsible for the performance of any subcontractor.

7. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

8. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five days of the address change. Change of address shall not interrupt service deliverables outlined in Attachment A.

9. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies and any positions that become vacant during the term of this Contract that may result in reduction of services to be provided under this Contract. Upon notices of vacancies, the Contractor shall apprise Commission of the steps being taken to provide the services without interruption and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the Commission on each periodically required report for the duration of said vacancies and/or problems.

In the event of a problem or potential problem that will severely impact the quality or quantity of service delivery, or the level of performance under this Contract, Contractor will notify the Commission within one working day, in writing and by telephone.
10. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the Commission of these designees within 15 days after Contract approval. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two weeks or more or if there is any change in either the primary or alternate contact.

11. Responsiveness

Contractor or a designee must respond to Commission inquiries within five business days.

12. Grievance Policy

Contractor shall provide a system, approved by the Commission, through which participants of services shall have an opportunity to express their views and complaints regarding the delivery of service. Grievance procedure must be posted prominently in English and Spanish at service sites for participants to review.

13. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors’ minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors’ minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

14. Confidentiality

Contractor shall require its officers, agents, employees, volunteers and any subcontractor to sign a statement of understanding and comply with the provisions of federal, state and local statutes to assure that:

- All applications and records concerning any individual made or kept by any public officer or agency or contractor in connection with the administration of any services for which funds are received by the Contractor under this Contract, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services;

- No person will publish, disclose, or permit to be published or disclosed or used, any confidential information pertaining to any applicant or participant of services under this Contract;

- Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions; and,
Contractor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable.

15. Child Abuse Reporting

Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

- Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them;
- Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;
- Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

16. Department of Justice Clearance

Contractor shall obtain from the Department of Justice, records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

Contractor must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

17. Conditions of Employment

Contractor shall notify the Commission of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, or intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the Commission. In the Commission’s discretion, the Commission may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship or volunteer services.
18. Meeting Attendance

Contractor will be required to attend meetings, workshops and training sessions around issues related to Contractor’s particular region or directly related to the type of services being provided by Contractor as determined by the Commission. Notifications of such meetings will be provided to Contractor at least 10 business days prior to the meeting.

19. Indemnification and Insurance Requirements

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

a) **Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor’s indemnification obligation applies to the Commission’s “active” as well as “passive” negligence but does not apply to the Commission’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

b) **Additional Insured** – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

c) **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.

d) **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.

e) **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or
between the Commission and any other insured or additional insured under the policy.

f) **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

g) **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

h) **Deductibles and Self-Insured Retention** - Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

i) **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

j) **Insurance Review** – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Commission to monitor or enforce compliance with any of the insurance and indemnification
requirements will not be deemed as a waiver of any rights on the part of the Commission.

k) The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

l) Workers’ Compensation/Employers Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

1) If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the Commission’s Director of Risk Management.

2) With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

3) Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:
   i. Premises operations and mobile equipment.
   ii. Products and completed operations.
   iii. Broad form property damage (including completed operations).
   iv. Explosion, collapse and underground hazards.
   v. Personal injury
   vi. Contractual liability.
   vii. $2,000,000 general aggregate limit.

4) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, rented and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.
If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

5) **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

6) **Professional Liability** – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits or Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits or Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

20. **Licenses and Permits**

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all necessary licenses and permits required by the laws of the United States, State of California, San Bernardino County and all other appropriate governmental agencies, and agrees to pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

21. **Health and Safety**

Contractor shall comply with all applicable local, state and federal health and safety codes and regulations, including fire clearances, for each site where program services are provided under the terms of the Contract.

22. **Contract Compliance/Equal Employment Opportunity**

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter
enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

23. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

24. Attorney's Fees

Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor’s sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney’s fees and costs regardless of who prevails in the outcome of the dispute.

25. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of Contract effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the Commission.

26. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material.

27. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Attribution Standards.

28. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this Contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this Contract.

29. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission.
Instructions, format and required information for the content will be provided by the Commission and available on the website: www.first5sanbernardino.org.

Report requirements include, but are not limited to, the following and may be subject to change.

- **Program Reports**

  Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission’s web based data system. Program Reports are due the last day of the month following the end of the program reporting period.

  Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

- **Fiscal Reports**

  For each calendar month, Contractor shall provide the Commission with a Monthly Fiscal Request for Reimbursement/Invoice within 15 calendar days from the end of the reporting period.

  Contractor shall submit any and all Final/Revised Fiscal Reports by July 31 for the previous fiscal year period or part thereof during the Contract term. All reports submitted by July 31 will be considered final and no additional reports will be accepted after this date.

  Contractor will fulfill evaluation and other reporting requirements as mandated by the Commission and the California Children and Families Commission.

30. Pro-Children Act of 1994

  Contractor will comply with the Environmental Tobacco Smoke Act, also known as the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

31. Environmental Regulations

  EPA Regulations - If the amount available to Contractor under the Contract exceeds $100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7606); section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R., part 32).

  State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.).

32. Debarment, Suspension, and Other Responsibility Matters

  As required by Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters (45 C.F.R., section 76):
a. The Contractor certifies that it and any potential subcontractors:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

33. Recycled Paper Products

The Commission has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the Commission. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the Commission whenever practicable.

C. COMMISSION RESPONSIBILITIES

1. Commission shall verify performance results of Contractor according to the Program Work Plan and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.

2. Commission shall compensate Contractor for approved expenses in accordance with Section V of this Contract.

3. Commission shall specify all reports and deliverables required from the Contractor.

4. Commission shall provide technical assistance as deemed necessary.

5. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within 15 days of the Contract approval date.
D. FISCAL PROVISIONS

1. Payment Provisions

The Commission will disburse funds on a reimbursement payment process based on the Contract budget amount for the applicable fiscal year and monthly report submissions.

Funds may be advanced for the first month, if requested, for an amount up to, but not exceeding 15% of the Contract amount for Fiscal Year 2013-2014 only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner or when the Contractor is not in compliance with the Contract. Final payment under this Contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

2. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor’s designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

3. Allowable Costs

Funds provided pursuant to this Contract shall be expended by Contractor in accordance with the Attachment B – Program Budget.

Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the Commission. Contractor agrees Commission may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food is based on the current IRS allowable rate.

Costs must be incurred only during the contract term, except when specifically approved by the Commission. Contractor shall not use current year funds to pay prior or future year obligations. Contractor will not be reimbursed for expenditures incurred after the expiration or termination of this Contract.

Contractor shall obtain Commission approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing 30 days in advance of travel date and travel must be approved in advance by the Commission/Operations Manager.
4. Supplanting of Funds

In accordance with the Commission’s Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of the Commission.

5. Payment of Taxes

Commission is not liable for the payments of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless Commission would otherwise be liable for the payment of such taxes in the course of its normal business operations.

6. Budget Line Item Changes

A Budget Revision Request may be submitted by the Contractor to the Commission to modify a line or lines of the approved budget. The request must indicate the proposed line item changes, the budget as amended applying the requested changes and a written justification for each requested change. The request cannot result in any alteration or degradation to the program services and performance target as specified in this Contract.

The Executive Director, on behalf of the Commission, has the authority to approve (or deny) the request, provided that the modification does not deviate from the original intent of the contract or increase the total Contract amount. Contractor is limited to two Budget Revision Requests per fiscal year.

The Contractor must submit any requests to the Commission no later than March 31st of the fiscal year. Requests may be submitted in hard copy form with original signatures or electronically in a PDF format. Postmarked envelopes received after March 31st will not be accepted in lieu of receipt.

7. Budget Line Item Variance

Annual variances in excess of 10% of a line item cannot be made by the Contractor without prior approval of the Commission. Variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Contractor shall provide written justification for any budget line item variances of more than 10%.

The 10% variance does not apply to Section A. Salaries and Benefits of the Program Budget. Contractor shall provide written justification for any variance in Section A. Salaries and Benefits.

8. Procurement

Contractor shall procure services or goods required under this Contract on a competitive basis, unless otherwise provided by law, and make selections based on obtaining the best value possible. When a non-competitive procurement is used, a written justification must be maintained and be made available upon request.
9. Fixed Assets

The purchase of any equipment, materials, supplies or property of any kind, including items such as publications and copyrights, which have a single unit cost of $5000 or more, including tax, and was not included in Contractor's approved budget, shall require the prior written approval of the Executive Director of the Commission. Any such purchase shall directly relate to Contractor's services or activities under the terms of the Contract.

Any item with a single unit cost of $1000 or more, including tax, purchased with funds received under the terms of this Contract must undergo a 3-bid process. Items not fully consumed during the Contract term shall revert to be the property of the Commission, unless otherwise specified by the Commission. The disposition of such equipment or property must be approved by the Executive Director of the Commission upon Contract termination.

10. Payor of Last Resort

Contractor shall attain funding through other sources than the Commission to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as MediCal, Healthy Families, federal or state funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. Written verification shall be provided upon request.

11. Fiscal Record Keeping

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditures.

E. RIGHT TO MONITOR AND AUDIT

1. Right to Monitor and Audit

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

Contractor shall cooperate with Commission in the implementation and evaluation of this Contract and comply with any and all reporting requirements established by Commission.

2. Availability of Records

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

Program data shall be retained locally in San Bernardino County and made available upon request or turned over to Commission. If said records are not made available at the scheduled monitoring visit, Contractor may, at Commission’s option, be required to reimburse Commission for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed $50 per hour (including travel time) and be deducted from the invoiced monthly payment.

3. Assistance by Contractor

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


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

5. Recovery of Investigation and Audit Costs

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

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

F. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

1. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:

2. Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or

3. Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or

4. Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;

5. Withhold funds pending duration of the breach; and/or
6. Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 4 of this paragraph; and/or

7. Immediately terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

8. The Executive Director of the Commission shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.

9. The Executive Director of the Commission is authorized to exercise Commission’s rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity/Civil Rights

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

The Proposer shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the Commission.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the Commission within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the Commission will supply a sample of the Plan format. The Contractor will be monitored by the Commission for compliance with provisions of its Civil Rights Plan.
VII. EMPLOYMENT OF FORMER COMMISSION ADMINISTRATIVE OFFICIALS

The Proposer shall provide information on former Commission administrative officials (as defined below) who are employed by or represent your business. The information provided includes a list of former Commission administrative officials who terminated employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this provision, “Commission Administrative Official” is defined as a member of the Commission Board or such officer’s staff, and/or any previously employed staff member of the First 5 San Bernardino organization.

Failure to provide this information may result in a rejected proposal to this RFP.

VIII. IMPROPER CONSIDERATION

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

The Commission, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Commission with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

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

IX. DISCLOSURE OF CRIMINIAL AND CIVIL PROCEEDINGS

The Commission reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative agency. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

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

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

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

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act (California Government Code section 6250, et seq.). Proposals may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_______ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the First 5 San Bernardino Commission determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The Commission assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the Commission a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the Commission in making its determination as to whether or not disclosure is proper under federal, state and local law. The Commission will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XI. SUBCONTRACTOR STATUS

If the Primary Agency (defined as the agency submitting the proposal) intends to subcontract any part of the services for which it is proposing to a separate and independent agency or agencies, it must submit a written Memorandum of Understanding (MOU) with that agency or agencies with original signatures as part of the proposal. The MOU must clearly define the following:
1. The name of the subcontracting agency.
2. The amount (units, measurements, etc.) and types of services to be rendered under the MOU.
3. The amount of funding to be paid to the agency.
4. The agency’s role and responsibilities.
5. A detailed description of the methods by which the Primary Agency will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
6. A budget sheet outlining how the subcontracting agency will spend the allocation.

Any subcontracting agency must be approved by the Commission and shall be subject to all applicable provisions of any agreement “awarded” to the Primary Agency as a result of the RFP process. The Primary Agency will be fully responsible for any performance of the subcontracting agency.

The Commission will not reimburse contractor or subcontractor for any expenses due to services rendered by a subcontractor NOT approved by the Commission.

XII. PROPOSAL SUBMISSION

A. General
1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all attachments, exhibits (as applicable), and addendum and agrees that all requirements of this RFP have been satisfied.

2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, folders, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.

4. Proposals must be received at the designated location, specified in Section I, Paragraph B – Correspondence, no later than the date and time specified in Section I, Paragraph E – Proposal Submission Deadline.

5. All proposals and materials submitted become the property of the Commission.

B. Proposal Presentation

1. One original, with original signatures, which may be bound with a binder clip, and three (3) additional copies unbound of the written proposal are required. (For a total of four (4) proposals.) The original proposal must be clearly marked “ORIGINAL PROPOSAL”. If one copy of the proposal is not clearly marked “Original Proposal”, the proposal may be rejected. The additional copies must also be marked as a “COPY” (i.e. Copy 1, etc.) accordingly. However, the Commission may at its sole option select, immediately after proposal opening, one copy to be used as the original proposal. If discrepancies are found between two or more copies of the proposal, the
proposal may be rejected. However, if not rejected, the original proposal will provide the basis for resolving such discrepancies.

2. The package containing the original and copies must be sealed and marked with the Proposer’s name and “ATTN: RFP CFC 13-02 Healthy Cities/Communities Projects”.

3. All proposals must be submitted on 8 1/2” by 11” paper with single sided printing, unless specifically shown to be impractical, with no less than 1/2” top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this RFP must be in the form of a proposal package. The content of the proposal must be submitted in the following sequence and format:

1. **Cover Page**
   A letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the Proposer submitting the proposal, which must include the following information:
   a. A statement that the proposal is submitted in response to the RFP CFC13-02 Healthy Cities/Communities Projects.
   b. A statement indicating which individuals, by name, title, address, and phone number, fax number and e-mail address are authorized to negotiate with the Commission on behalf of the Proposer.
   c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the Proposer.

2. **Table of Contents**
   Complete table of contents for the entire proposal with respective page numbers opposite each topic.

3. **Proposal Submission Checklist – Attachment C**
   Complete and include all items on this form, Attachment C.

4. **Statements of Certification – Attachment D**
   Complete and include all items on this form, Attachment D.

5. **Proposal Narrative**
   Should address, but not be limited to, all items in Section IV, Paragraph C - Program Description and Exhibit A.
   a. Brief synopsis of the Proposer’s understanding of the Commission’s needs and how the Proposer’s plans to meet these needs. This should provide a broad understanding of the Proposer’s entire proposal.
   b. A narrative description of the proposed plan to achieve the project objectives and requirements addressing the following elements:
      1) Detailed project services and strategies to be employed to ensure stability and continuity of care for the population served, and the Agency’s ability to be flexible in meeting changing needs.
      2) Explain how the proposed activities will be completed.
3) Outline the service approach in terms of deliverables, intensity, frequency, and array of service and expected length of service.

4) Describe staffing for the program, including basic level of responsibilities, duties, supervisory structure, level of authority and experience of staff members, and licensure. Include the organizational chart indicating lines of authority for staff in the context of the proposed program.

5) Discuss Agency’s methods for achieving goals cost effectively.

6) State the address of the facility and hours of operation and explain why it is appropriate for this Contract (in targeted Geographic Service Area; near mass transit; user friendly; facility layout; etc.). Include the area/region the Proposer plans to serve, and cities within that region.

7) Describe Agency’s capacity to provide the proposed activities.

8) Describe the Agency’s experience and number of years providing proposed services.

9) Explain the systems the Agency currently has in place to support your project (collaborative, partners, etc.)

10) Describe how the Agency will respond to training requirements (as applicable).

11) Describe how the Agency will meet any special program or funding considerations.

12) Estimate the number of unique or unduplicated participants expected to be served and how that number will be generated and/or affected (i.e. community outreach, etc.) If not applicable, so state.

13) Estimate the anticipated cost per participant. If not applicable, so state.

6. **Statement of Readiness** – Describe your Agency’s state of readiness to implement the proposed project, which shall include:
   a. **A Program Work Plan (Attachment A)** – Provide Performance Target(s) statement(s), outcomes, objectives and deliverables, key achievements and verification methods as applicable, utilizing the Program Work Plan.
   b. A timeline for project deliverables tied to the Program Work Plan.
   c. A logic model of the proposed program.
   d. Explanation of any assumptions and/or constraints.

7. **Statement of Experience** – Include the following in this section of the proposal:
   a. Business name of the Proposer and legal entity such as corporation, partnership, etc.
   b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
   c. A statement that the Proposer has a demonstrated capacity to perform the required services.
   d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
e. Describe the fiscal and administrative oversight of the agency’s Board of Directors currently in effect, include the following information:
   1) Board Roster
   2) Calendar or Schedule of Board Meetings
   3) Describe the recruitment for new board membership, membership requirements and term limits
   4) Describe board activities and frequency of fundraising and review of agency policies and procedures
   5) Describe the board approved hiring policies

f. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.

g. Describe experience of principal individuals of the prospective Proposer’s present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.

h. With respect to contracts currently in effect, completed within the last five years, or terminated prior to the original expiration date within the last five years, show for each such contract:
   1) Date of termination or completion and duration of each contract.
   2) Type of service.
   3) Total dollar amount contracted for and amount received.
   4) Location of area served.
   5) Name and address of agency with which contracted and agency person administering the contract.
   6) Reason for termination.
   7) If none, so state.

For this item, the information MUST be in the form of a table or spreadsheet.

8. Reportable Conditions – Attachment E
   a. Include a statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer’s assets, lines of credit, guarantor letters, or ability to perform the Contract.
   b. Complete and include all items on this form, Attachment E.

9. Exceptions and Disclosures – Attachment F
   Complete and include all items on this form, Attachment F.

10. Subcontractor Information – If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting.
   a. If a subcontractor will not be utilized, please check the box in the right hand corner of the form, Attachment G.
   b. If a subcontractor will be utilized, complete and include all items on form, Attachment G, and
1. Attach a copy of the MOU (as outlined in Section XI. Subcontractor Status)

2. Any subcontracting agency must be approved by the Commission and shall be subject to the applicable provisions of any agreement “awarded” to the Primary Agency as a result of the RFP process. The Primary Agency will be fully responsible for any performance of the subcontractor(s).

11. **Proposer’s Financial Capacity**
   a. Submit the three most recent and complete annual audited financial statements; the most recent must be completed within the past 18 months.

   OR

   b. If you do not have audited financial statements, please submit unaudited financial statements for the three most current years (including balance sheets, income sheets, and statement of cash flow).

   AND (in addition to one of the above)

   c. Submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the submission of this proposal.

   d. Complete checklist form **Attachment H** for all items included related to the financial documents requested above (bullets a or b and c).

   e. **PLEASE NOTE:** Submit financial portion of the proposal as an attachment to your proposal. Only two (2) copies of your financials are to be submitted. One (1) clearly marked original attached to the original proposal and one (1) copy.

12. **Insurance**

   Provide proof of insurance or a statement that the Proposer will obtain insurance in the amounts and coverages stated in Section V, Paragraph B, Item 19 - Indemnification and Insurance Requirements prior to the delivery of service.

13. **Program Budget and Budget Narrative - Attachment B**

   Any Contract(s) awarded will operate on a cost reimbursement Contract. Complete and submit Attachment B for cost analysis purposes. Proposals must include a Program Budget and Budget Narrative - **Attachment B for each fiscal year of the 2-year contract period.**

14. **Local Preference Policy Form – Attachment I**

   Complete and include all items on this form, **Attachment I**

15. **ONLY IF APPLICABLE:** Any Proposer applying as a 501c3 must provide proof of status.

**XIII. PROPOSAL EVALUATION AND SELECTION**

**A. Evaluation Process**

All proposals will be subject to a standard review process developed by the Commission. A primary consideration shall be the effectiveness of the Proposer in the
delivery of comparable or related services based on fiscal capacity, demonstrated performance and readiness to provide services.

B. Evaluation Criteria

All Proposals will be subject to a standard review process developed by the Commission to yield the Proposer the proper due diligence in the evaluation phase of the RFP process.

1. Administrative Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:
   a. The proposal must be complete as set forth in Section X – Proposal Submission, sub-section – C Proposal Format including submission of all required documents, and be compliant with all the requirements of this RFP.
   b. Proposers must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph B.

Failure to meet these requirements will result in a rejected proposal. Incomplete proposals (those missing information/required documents) will be disqualified. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the Commission to be immaterial or inconsequential. In such cases the Commission may elect to waive the deficiency and accept the proposal. **Proposers unsuccessful in the Administrative Review phase will not have the option to submit an appeal.**

2. Fiscal Capacity Review – All proposals advanced past the Administrative review will be evaluated to determine if the Proposer demonstrates fiscal capacity on a pass/fail scale based on:
   a. Debt to income ratio
   b. Sufficient cash flow to operate proposed program on a reimbursement contract
   c. Financial Statement Integrity

3. Program Evaluation – All proposals advanced past the Fiscal Capacity Review will be evaluated with a total of 100 points possible on the basis of the following criteria, (not necessarily in order of priority):
   a. Cost.
   b. Demonstrated ability to serve target population.
   c. Proposed program services and strategies.
   d. Readiness to provide services.
   e. Experience
   f. Staffing levels and qualifications.
   g. Appropriateness of facility (Geographic Service Area, near mass transit, facility layout, etc.).

While cost is a major consideration in the evaluation process, selection will be based on the determination of which proposal will best meet the requirements of this RFP and the needs of the Commission which is defined as meeting the needs
of children ages 0-5 and their families, aligned with the First 5 San Bernardino Strategic Plan and obtaining measurable outcomes.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Appeals

In response to a denied award, Proposers may protest, provided the appeal is in writing, contains the RFP number, and is delivered to the address (e-mail protests will be accepted for this RFP) listed in Section I, Paragraph B of this RFP and submitted within three (3) business days of the date on the notification of a denied award. Notification will be sent via e-mail to the contact listed on the cover letter of the proposal.

**A protest for DENIAL OF AWARD can only be brought on the following grounds:**

1. Procedural irregularities: Commission fails to adhere to requirements specified in the RFP or any addenda or amendments.

2. Conflict of Interest Violation: There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.

3. A violation of State or Federal law.

**Protests will not be accepted on any other grounds.**

The appeal must include the following: 1) reference to the RFP CFC 13-02 for Healthy Cities/Communities Projects Appeal; 2) basis of appeal; 3) supporting documentation and statements (optional); and 4) name, position, address, telephone, facsimile numbers, and email for agency point of contact for the appeal.

The Commission will consider only those specific issues addressed in the written valid and accepted protest(s), which must include any documentation or information that supports the protest and the specific reasons and rationale for the protest.

Only an agency that has submitted a proposal in compliance with the RFP CFC 13-02 for Health Cities/Communities Projects and addenda or amendments may present a protest to the Commission. An appeal submitted by any other parties or individuals, including potential subcontractors, employees or unrelated entities, will not be considered and shall be automatically rejected.

In the event of an appeal, all appeals will be handled by a panel designated by the Commission. The Commission will consider only those specific issues addressed in the written appeal. A written response will be directed to the protesting Proposer advising of the decision with regard to the protest and the basis for the decision. Any decision of the Commission will be final.

E. Final Authority

The final authority to award a Contract rests solely with the Children and Families Commission for San Bernardino County.
Health Systems Initiative Overview

First 5 San Bernardino is interested in investing in the Healthy Cities/Healthy Communities systems in our county, to implement or enhance projects that empower the community and improve health results for pregnant women and children 0-5. Collaborative networks of schools, community and faith-based organizations, public and private agencies and city governments that make up a Healthy Cities/Healthy Communities system are effective partnerships for improving health in communities and are supported by the San Bernardino County Board of Supervisors and the Department of Public Health.

This initiative aligns with our goal, “Children and families are healthy and safe”. Communities interested in becoming a designated Healthy Cities/Healthy Communities will also be considered for this funding opportunity. An amount not to exceed $500,000 is available per year for total awards under this Systems Integration funding opportunity. **Contracts are limited to two years for FY 2013-2015.** First 5 San Bernardino will fund healthy cities/communities projects as determined by need.

**Funding Requirements and Expectations**

Proposers meeting the minimum requirements are encouraged to apply. In addition to the minimum requirements outlined in the RFP, these specific and targeted program requirements apply to the Existing Healthy Cities/Healthy Communities Proposers and Potential Healthy Cities/Healthy Communities Proposers:

<table>
<thead>
<tr>
<th>Funding Requirements and Expectations</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Program Focus: Existing Healthy Cities/Communities</strong></td>
</tr>
<tr>
<td>▪ Must address 0-5 population and/or pregnant women</td>
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<tr>
<td>▪ Must address a unique priority as determined by a city/community needs-based assessment</td>
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<td>▪ Must promote a positive physical, social, and economical environment</td>
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<tr>
<td>▪ Must support the well-being of city/community members</td>
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<td>▪ Must utilize evaluation tools approved by First 5 San Bernardino</td>
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</table>

**Project Restrictions for Systems Integration**

- Cannot include capital improvements or renovation attached to private real property or the purchase of vehicles.
- Current First 5 funded Contractors for Healthy Cities/Communities are ineligible for this opportunity.
<table>
<thead>
<tr>
<th>Commission Level Outcome</th>
<th>*Performance Objective</th>
<th>Service Activity (The services or activities that are provided or conducted as part of Achieving the program goal(s).)</th>
<th>Core or Aggregate Service/Activity? (Identify Core or Aggregate)</th>
<th>Client Target (expected # of unduplicated clients receiving service and client type)</th>
<th>Verification Method (How you will measure)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXAMPLE: Children and Families are Healthy and Safe</td>
<td>EXAMPLE: By June 30, 2013 the city of Whoville will adopt a vending machine policy wherein all vending machines operated in the city limits will provide minimum 50% healthy choice selections.</td>
<td>EXAMPLE: Healthy Community</td>
<td>EXAMPLE: Aggregate</td>
<td>EXAMPLE: 4800</td>
<td>EXAMPLE: Approved city of Whoville policy and public health audit records verifying 50% of vending machines in the city limits are offering healthy choices</td>
</tr>
</tbody>
</table>

*Please list each Performance Objective separately*
**FISCAL YEAR 2013-2014**

<table>
<thead>
<tr>
<th>PARTNER NAME</th>
<th>CONTRACT #</th>
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<tr>
<th>DESCRIPTION</th>
<th>TOTAL PROGRAM COSTS</th>
<th>OTHER FUNDING</th>
<th>DONATED RESOURCES</th>
<th>FIRST 5 FUNDED PROJECT</th>
<th>First 5 Program Related Cost</th>
<th>First 5 Admin Cost</th>
<th>FIRST 5 %</th>
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<tbody>
<tr>
<td>A. SALARIES &amp; BENEFITS</td>
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<tr>
<th>B. SERVICES &amp; SUPPLIES</th>
<th>A</th>
<th>B</th>
<th>C</th>
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<td>3 PARTICIPANT TRANSPORTATION</td>
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<td>4 FOOD EXPENSE FOR CLASSES/METINGS</td>
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<tr>
<td>5 STAFF DEVELOPMENT/TRAINING</td>
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</table>

Please utilize the Program Budget Template (Excel spreadsheet) to complete the proposed program budget for each fiscal year.
<table>
<thead>
<tr>
<th>Items Completed</th>
<th>Number of Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cover Page</td>
<td></td>
</tr>
<tr>
<td>2. Table of Contents</td>
<td></td>
</tr>
<tr>
<td>3. Proposal Submission Checklist (Attachment C)</td>
<td></td>
</tr>
<tr>
<td>4. Statement of Certification (Attachment D)</td>
<td></td>
</tr>
<tr>
<td>5. Proposal Narrative (Including an Organization Chart)</td>
<td></td>
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<tr>
<td>6. Statement of Readiness (Including Attachment A – Program Work Plan and Logic Model)</td>
<td></td>
</tr>
<tr>
<td>7. Statement of Experience (Including Board of Directors information requested and Contracts Table or Spreadsheet)</td>
<td></td>
</tr>
<tr>
<td>8. Reportable Conditions (Attachment E)</td>
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<tr>
<td>9. Exceptions and Disclosures (Attachment F)</td>
<td></td>
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<tr>
<td>10. Subcontractor Information (Including MOU and Attachment G)</td>
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<tr>
<td>11. Insurance (Submit proof or ability to obtain proof)</td>
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</tr>
<tr>
<td>12. Program Budget and Budget Narrative – Attachment B (Include a program budget and budget narrative for each fiscal year, for 3 years)</td>
<td></td>
</tr>
<tr>
<td>13. Local Preference Policy Form (Attachment I)</td>
<td></td>
</tr>
<tr>
<td>14. IF APPLICABLE: Proof of 501c3 status, if applying as such</td>
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<tr>
<td>15. ATTACHMENTS:</td>
<td></td>
</tr>
<tr>
<td>Financial Capability (Including applicable financial documents and Attachment H) SUBMIT 2 COPIES ONLY – ONE ORIGINAL, ONE COPY</td>
<td></td>
</tr>
</tbody>
</table>
## STATEMENTS OF CERTIFICATION

### RFP CFC 13-02

<table>
<thead>
<tr>
<th>STATEMENT</th>
<th>AGREE (Initial)</th>
<th>DISAGREE WITH REQUIREMENT (Initial and explain in Attachment F-Exceptions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Services will be provided as described in the Request for Proposals, beginning July 1, 2013 through June 30, 2015.</td>
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<tr>
<td>2. The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.</td>
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<tr>
<td>3. All declarations in the proposal and any attachments are true and shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.</td>
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</tr>
<tr>
<td>4. All aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. The proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract is awarded.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Proposer will provide the Commission with any other information that the Commission determines necessary for an accurate determination of the Proposer’s ability to perform services as proposed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. If selected, the Proposer agrees to comply with all applicable rules, laws and regulations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Proposer agrees to the right of the County, State and Federal governments to audit the Proposer’s financial and other records.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Will permit official representatives of First 5 San Bernardino access to its facilities, staff, and records in conducting pre-award correspondence and/or site visits in connection with this proposal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Hereby authorizes First 5 San Bernardino to contact any references and/or sources named, herein, in order to verify funding, accreditation, performance, and other information deemed necessary for review of this proposal.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

________________________________________  ____________________________________
Print Name       Signature (Authorized Signer)

________________________________________
Agency/Company

________________________________________
Address

_________  ___________________________
Date
# REPORTABLE CONDITIONS

**RFP CFC 13-02**

<table>
<thead>
<tr>
<th>STATEMENT</th>
<th>NONE TO DISCLOSE (Initial)</th>
<th>DISCLOSURES (Initial and explain in Attachment F-Exceptions/Disclosures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Former County Officials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Similar Contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Terminated Contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Current Contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Controlling Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Financial Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Pending Litigation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Convictions or adverse court rulings</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Print Name: ________________________  Signature (Authorized Signer): ________________________

Agency/Company: ________________________  Date: ________________________

Address: ________________________
Proposer has reviewed the RFP and Contract Requirements and terms in their entirety and has the following exceptions:

(Please list your exceptions by indicating the section or paragraph number, and page number as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

DISCLOSURES

Proposer has reviewed the RFP and General Contract Terms in their entirety and has the following exceptions: (Please list your exceptions by indicating the section or paragraph number, and page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.) Proposer reports the following:

Name of Authorized Representative: ________________________________________________

Signature of Authorized Representative: ____________________________________________

Title: ___________________________________________ Date: __________________________
## SUBCONTRACTOR INFORMATION

<table>
<thead>
<tr>
<th>Subcontractor Name: (name of firm, entity or organization):</th>
<th>□ No Subcontractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name And Title Of Proposer's Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Fax Number:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td>Federal Employer Identification Number:</td>
<td></td>
</tr>
<tr>
<td>Number of years under current name:</td>
<td></td>
</tr>
<tr>
<td>% of the total work of the proposal:</td>
<td></td>
</tr>
<tr>
<td>Justification for Subcontracting: (Work)</td>
<td></td>
</tr>
</tbody>
</table>

### Capacity to Perform the Required Services Statement:

### Subcontractor’s Authorized Signature:

The undersigned hereby certifies that the information above is correct and agrees to serve as a subcontractor on and perform all work as indicated above and will comply with all items as indicated in Section IX of the RFP CFC 13-02 for Healthy Cities/Communities Projects – Health Systems Initiative.

I have attached an MOU to this sheet for Commission review.

Signature: ________________________________  Date: ________________________________

Print Name: ________________________________  Title: ________________________________
Section XII, Sub Section C, Item #11 of this RFP

(Check applicable documents)

☐ a. Submit the three most recent and complete annual audited financial statements; the most recent must be completed within the past 18 months.

   OR

☐ b. If you do not have audited financial statements, please submit unaudited financial statements for the three most current years (including balance sheets, income sheets, and statement of cash flow).

   AND

☐ c. Submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the submission of this proposal.

PLEASE NOTE: Submit financial portion of the proposal as an attachment to your proposal. Only two (2) copies of your financials are to be submitted. One (1) clearly marked original attached to the original proposal and one (1) copy.
### LOCAL PREFERENCE POLICY FORM

Please check all that apply:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Main or regional Office located within County boundaries.</td>
</tr>
<tr>
<td>2.</td>
<td>Issued a business license, if required, and has been established and open for</td>
</tr>
<tr>
<td></td>
<td>six months prior to release of solicitation.</td>
</tr>
<tr>
<td>3.</td>
<td>Has a minimum of 25% full-time management employed and 25% of its full-time</td>
</tr>
<tr>
<td></td>
<td>regular employed working from County locations.</td>
</tr>
<tr>
<td>4.</td>
<td>The statements above do not apply to our agency.</td>
</tr>
</tbody>
</table>

---

**Signature (Authorized Signer)**

**Date**

---

**Print Name**

---

**Company/Agency**

---

**Address**
Subject

Children’s Fund Emergency Needs Program

Recommendations

Approve Amendment No. A1 for Contract Number S1010 with Children’s Fund in the total amount of $649,512 per year for Emergency Needs Program previously referred to as the Daily Referral/Voucher Program services for fiscal years 2013 – 2015 to remove restrictions on the use of store cards and add an additional two year extension for a total not to exceed amount of $1,948,536. (Affected Districts: All) (Presenter: Mary Jaquish, Program Services Supervisor, 387-1512)

Background

On October 24, 2012 First 5 staff recommended Commission approval of Contract Number S1010 with Children’s Fund in the total amount of $649,512 for Daily Referral/Voucher Program services. This contract provided allowances for Children’s Fund to work in tangent with First 5 funded Resource Centers to be able to make provisions for “hard goods” to participants within their programs. In addition to amending the contract’s program name, (now called the Emergency Needs Program), and expanding the recipient group to include care coordinated clients, the following amendment to the contract language is new: **Participant Support** - Budget line item category for items purchased to remove barriers or to provide motivation to participants upon completion of the program. Items purchased should be relative to the program objectives. This new language is effective retroactive to the contract start date of November 1, 2012.

Under the Investing in Children RFP, Resource Centers can no longer distribute gift cards or hard goods, such as appliances, furnishings, rental and utility assistance. The Commission has committed to investing in more direct services and connecting those services to reportable outcomes which demonstrate improvement in the lives of children ages 0-5 required by the Prop 10 mandate.

Children’s Fund is unique in that they are a non-profit fund-raising organization and has the capability of negotiating and strengthening buying power for “hard goods” needed to sustain “at risk” children and families in crisis, unlike any other entity within the system of care.

Focusing on the priority to strengthen systems, First 5 San Bernardino requests approval to contract with Children’s Fund as the final authority for approval of requests for hard goods, and in dire emergencies, services such as emergency food, housing and utility assistance generated from the First 5 funded agencies offering case management or care coordination.

Recipients of the hard good provisions must be enrolled in and participating in case management or care coordination with a First 5 funded programs. Along with the request for service, the referring case manager/care coordination must include case notes that detail all of the following:

- Why the need is immediate
- Why the need cannot be met through any other resource provider
- How the provision of the need improves the trajectory of the child as it relates to the Strengthening Families Matrix- Protective Factor: Concrete Support in Times of Need
- How the provision aligns with the First 5 San Bernardino goal that “families are safe, healthy, nurturing and self-sustaining
The Children's Fund program manager, experienced with triage and assessment of requests countywide, will support the First 5 funded programs throughout the County.

In addition, Children's Fund will provide the Annual Children's Fund Toy Drive focusing on providing educational and age-appropriate toys to children from birth through age five who are case managed through Children and Families Services throughout San Bernardino County. Research shows that children learn best when they are exploring and learning from their environment. Children who receive sufficient early stimulation through developmentally appropriate toys and activities are more likely to be successful in school, be lifelong learners, and to lead healthier, more productive lives.

Pending Commission approval, Children's Fund will provide the emergency fund as a safety net service and annual campaign to contribute to numerous First 5 San Bernardino Commission Level Outcomes from the Community Engagement and Systems Improvement cluster areas of the First 5 Strategic Plan.

Financial Impact
Total financial investment of $649,512 per year for fiscal years 2013-2015.

Review
Regina Coleman, Commission Counsel

---

Report on Action as taken

Action:

Moved: __________________ Second: __________________

In Favor: __________________

Opposed: __________________

Abstained: __________________

Comments: __________________

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

Legal Name (hereinafter called the Contractor)
Children’s Fund
Department/Division

Address
348 W. Hospitality Lane
San Bernardino, CA 92408
Phone
909.379.0000
Federal ID No.
33-0193286

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

SECTION I. DEFINITIONS
The following definition has been amended, retroactive to the contract start date of November 1, 2012, to read as follows:

Participant Support: Budget line item category for items purchased to remove barriers or to provide motivation to participants upon completion of the program. Items purchased should be relative to the program objectives.
SECTION V. FISCAL PROVISIONS
Paragraph A. Contract Amount has been amended to read as follows:

A. The maximum amount of reimbursement under this Contract shall not exceed $1,948,536 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof. These funds are divided as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012-13</td>
<td>$649,512</td>
<td>July 1, 2012 through June 30, 2013</td>
</tr>
<tr>
<td>2013-14</td>
<td>$649,512</td>
<td>July 1, 2013 through June 30, 2014</td>
</tr>
</tbody>
</table>

SECTION VIII. TERM
Paragraph A. has been amended to read as follows:

A. This contract is effective commencing November 1, 2012 and expires June 30, 2015 but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

ATTACHMENTS:
Attachment B – The attached revised Budgets for 2013-2014 and 2014-2015 are added to the contract.

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

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

CHILDREN’S FUND

Legal Entity

Authorized Signature

Linda Haugan
Printed Name
Commission Chair
Title

Erin D. Phillips
Printed Name
President & CEO
Title

Dated

Official Stamp

Reviewed for Processing

Approved as to Legal Form

Presented to Commission for Signature

Cindy Faulkner
Operations Manager
Date

Regina Coleman
Commission Counsel
Date

Karen E. Scott
Executive Director
Date
<table>
<thead>
<tr>
<th>Commission Level Outcome</th>
<th>Performance Objective</th>
<th>Service Activity</th>
<th>Core or Aggregate</th>
<th>Client Target</th>
<th>Verification Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community has access to services</td>
<td>By June 2014, Children’s Fund will partner with First 5 Contracted Agencies with a case management or care coordination plan in place to provide basic needs to case managed clients.</td>
<td>Referrals for provision of basic needs</td>
<td>Aggregate</td>
<td>300 Children</td>
<td>Referral form, Assessment form, Resource Distribution Cover Sheet, Contracted Agency Survey</td>
</tr>
<tr>
<td>Children develop within normal ranges in all domains</td>
<td>By June 2014, Children’s Fund will disburse developmentally appropriate toys to needy children through the Celebration of Giving Campaign.</td>
<td>Referrals</td>
<td>Aggregate</td>
<td>8,500 Children</td>
<td>Toy Request Form, Service Log</td>
</tr>
</tbody>
</table>

**Agency Name:** Children’s Fund  
**Program Name:** Emergency Needs Program  
**Contract #:** SI010 A1  
**Fiscal Year (FY):** 2013 – 2014  
**Service Area:** COUNTYWIDE
<table>
<thead>
<tr>
<th>Commission Level Outcome</th>
<th>Performance Objective</th>
<th>Service Activity</th>
<th>Core or Aggregate</th>
<th>Client Target</th>
<th>Verification Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community has access to services</td>
<td>By June 2015, Children’s Fund will partner with First 5 contracted agencies with a case management or care coordination plan in place to provide basic needs to case managed clients.</td>
<td>Referrals for provision of basic needs</td>
<td>Aggregate</td>
<td>400 Children</td>
<td>Referral form Assessment form Resource Distribution Cover Sheet Voucher Contracted Agency Survey</td>
</tr>
<tr>
<td>Children develop within normal ranges in all domains</td>
<td>By June 2015, Children’s Fund will disburse developmentally appropriate toys to needy children through the Celebration of Giving Campaign.</td>
<td>Referrals</td>
<td>Aggregate</td>
<td>9,000 Children</td>
<td>Toy Request Form Service Log</td>
</tr>
</tbody>
</table>
**PROGRAM BUDGET**
**FISCAL YEAR 2013-2014**

**AGENCY NAME**  Children's Fund - Emergency Needs Program  
**CONTRACT #**  SI010 A1

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TOTAL PROGRAM COSTS</th>
<th>OTHER FUNDING</th>
<th>DONATED RESOURCES</th>
<th>FIRST 5 FUNDED PROJECT COSTS</th>
<th>5 Program Related Cost</th>
<th>5 Admin Cost</th>
<th>5 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. SALARIES &amp; BENEFITS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FTE</td>
<td>POSITION TITLE</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
<td></td>
</tr>
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<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>0.9</td>
<td>Programs Manager</td>
<td>$45,000</td>
<td>$5,000</td>
<td>$ -</td>
<td>$40,000</td>
<td>$34,000</td>
</tr>
<tr>
<td>2</td>
<td>0.75</td>
<td>Fiscal Assistant</td>
<td>$25,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$25,000</td>
<td>$21,400</td>
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<tr>
<td>3</td>
<td>0.5</td>
<td>Program Assistant</td>
<td>$30,000</td>
<td>$15,000</td>
<td>$ -</td>
<td>$15,000</td>
<td>$14,000</td>
</tr>
<tr>
<td>4</td>
<td>0.2</td>
<td>Chief Operating Officer</td>
<td>$70,000</td>
<td>$52,000</td>
<td>$ -</td>
<td>$18,000</td>
<td>$8,000</td>
</tr>
<tr>
<td>5</td>
<td>0.2</td>
<td>Events Coordinator</td>
<td>$43,000</td>
<td>$34,600</td>
<td>$ -</td>
<td>$8,400</td>
<td>$8,000</td>
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<tr>
<td>TOTAL SALARIES</td>
<td>$213,000</td>
<td>$106,600</td>
<td>$ -</td>
<td>$106,400</td>
<td>$85,400</td>
<td>$21,000</td>
<td>49.95%</td>
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<tr>
<td>6</td>
<td></td>
<td>TOTAL BENEFITS</td>
<td>$72,058</td>
<td>$36,063</td>
<td>$ -</td>
<td>$35,995</td>
<td>$ -</td>
</tr>
<tr>
<td>TOTAL SALARIES, BENEFITS, PROGRAM &amp; ADMIN</td>
<td>$285,058</td>
<td>$142,663</td>
<td>$ -</td>
<td>$142,395</td>
<td>$85,400</td>
<td>$56,995</td>
<td>49.95%</td>
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</table>
## PROGRAM BUDGET
### FISCAL YEAR 2013-2014

**Agency Name:** Children's Fund - Emergency Needs Program

**Contract #:** SI010 A1

### DESCRIPTION

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Program Costs</th>
<th>Other Funding</th>
<th>Donated Resources</th>
<th>First 5 Funded Project Costs</th>
<th>First 5 Program Related Cost</th>
<th>First 5 Admin Cost</th>
<th>First 5 %</th>
</tr>
</thead>
</table>

#### B. SERVICES & SUPPLIES

<table>
<thead>
<tr>
<th>Description</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
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<tbody>
<tr>
<td>1 PROGRAM MATERIALS/SUPPLIES</td>
<td>$1,414,647</td>
<td>$1,000,000</td>
<td>$414,647</td>
<td>$414,647</td>
<td>-</td>
</tr>
<tr>
<td>2 PARTICIPANT SUPPORT/INCENTIVES</td>
<td>$94,320</td>
<td>$29,320</td>
<td>$15,000</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>3 PARTICIPANT TRANSPORTATION</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 FOOD EXPENSE FOR CLASSES/MEETINGS</td>
<td>$4,000</td>
<td>$2,000</td>
<td>-</td>
<td>$2,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>5 STAFF DEVELOPMENT/TRAINING</td>
<td>$5,900</td>
<td>$4,500</td>
<td>$1,400</td>
<td>$1,400</td>
<td>$1,000</td>
</tr>
<tr>
<td>6 EMPLOYEE MILEAGE/TRAVEL</td>
<td>$5,000</td>
<td>$2,500</td>
<td>$2,500</td>
<td>$2,500</td>
<td>-</td>
</tr>
<tr>
<td>7 ADVERTISEMENTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 PRINTING</td>
<td>$6,000</td>
<td>$5,000</td>
<td>$1,000</td>
<td>$1,000</td>
<td>-</td>
</tr>
<tr>
<td>9 POSTAGE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 SUBSCRIPTIONS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11 OFFICE SUPPLIES</td>
<td>$5,600</td>
<td>$4,000</td>
<td>$1,600</td>
<td>$400</td>
<td>$1,200</td>
</tr>
<tr>
<td>12 OFFICE EQUIPMENT</td>
<td>$6,800</td>
<td>$1,000</td>
<td>$5,800</td>
<td>$3,400</td>
<td>$2,400</td>
</tr>
<tr>
<td>13 RENT/LEASE BUILDING</td>
<td>$45,570</td>
<td>$33,750</td>
<td>$11,820</td>
<td>$10,000</td>
<td>$1,820</td>
</tr>
<tr>
<td>14 BUILDING/EQUIPMENT MAINTENANCE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 UTILITIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16 INSURANCE / TAXES / LICENSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17 PROFESSIONAL SERVICES/CONSULTANTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.1 Bookkeeping</td>
<td>$32,000</td>
<td>$26,000</td>
<td>$6,000</td>
<td>$4,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>17.2 Database Maintenance</td>
<td>$6,000</td>
<td>$1,400</td>
<td>$4,600</td>
<td>$4,600</td>
<td>-</td>
</tr>
<tr>
<td>17.3 IT Support</td>
<td>$14,000</td>
<td>$8,250</td>
<td>$5,750</td>
<td>$4,750</td>
<td>$1,000</td>
</tr>
<tr>
<td>17.4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROFESSIONAL SERVICES - SUBTOTAL</td>
<td>$52,000</td>
<td>$35,650</td>
<td></td>
<td>$16,350</td>
<td>$13,350</td>
</tr>
<tr>
<td>18 INDIRECT COSTS (AS APPROVED)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL SERVICES/SUPPLIES</td>
<td>$1,639,837</td>
<td>$117,720</td>
<td>$1,015,000</td>
<td>$507,117</td>
<td>$497,697</td>
</tr>
</tbody>
</table>
## PROGRAM BUDGET
### FISCAL YEAR 2013-2014

**AGENCY NAME**: Children's Fund- Emergency Needs Program  
**CONTRACT #**: SI010 A1

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TOTAL PROGRAM COSTS</th>
<th>OTHER FUNDING</th>
<th>DONATED RESOURCES</th>
<th>FIRST 5 FUNDED PROJECT COSTS</th>
<th>First 5 Program Related Cost</th>
<th>First 5 Admin Cost</th>
<th>FIRST 5 %</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>C. SUBCONTRACTS</strong></td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>ER</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td><strong>SUBCONTRACTS - AGENCY NAME</strong></td>
<td></td>
<td></td>
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**TOTAL PROJECT BUDGET**: $1,924,895 $260,383 $1,015,000 $649,512 $583,097 $66,415 33.74%

**First 5 Funding %**: 100.00% 13.53% 52.73% 33.74%

**Administrative Cost %**: 100.00% 89.77% 10.23%
PROGRAM BUDGET  
FISCAL YEAR 2014-2015  

AGENCY NAME  Children's Fund- Emergency Needs Program  

DESCRIPTION  

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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<th>First 5 Program Related Cost</th>
<th>First 5 Admin Cost</th>
<th>FIRST 5 %</th>
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**A. SALARIES & BENEFITS**  

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**TOTAL SALARIES**  

$ 213,000 $ 106,600 $ 106,400 $ 85,400 $ 21,000 49.95%  

| 6   | TOTAL BENEFITS       | $ 72,058 | $ 36,063 |    | $ 35,995 | $ -      | $ 35,995 | 49.95%   |

**TOTAL SALARIES, BENEFITS, PROGRAM & ADMIN**  

$ 285,058 $ 142,663 $ - $ 142,395 $ 85,400 $ 56,995 49.95%
## B. SERVICES & SUPPLIES

<table>
<thead>
<tr>
<th>Description</th>
<th>TOTAL PROGRAM COSTS</th>
<th>OTHER FUNDING</th>
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<th>First 5 Program Related Cost</th>
<th>First 5 Admin Cost</th>
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<tr>
<td>16 INSURANCE / TAXES / LICENSES</td>
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<td>17 PROFESSIONAL SERVICES/CONSULTANTS</td>
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PROGRAM BUDGET
FISCAL YEAR 2014-2015

AGENCY NAME: Children's Fund - Emergency Needs Program

CONTRACT #: SI010 A1

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<th>TOTAL PROGRAM COSTS</th>
<th>OTHER FUNDING</th>
<th>DONATED RESOURCES</th>
<th>FIRST 5 FUNDED PROJECT COSTS</th>
<th>First 5 Program Related Cost</th>
<th>First 5 Admin Cost</th>
<th>FIRST 5 %</th>
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<td>52.73%</td>
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<td>89.77%</td>
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AGENDA ITEM 8  
APRIL 3, 2013

Subject: CARES Plus (Comprehensive Approaches to Raising Educational Standards)

Recommendations: Receive information of First 5’s intent to continue providing the required program match for the San Bernardino County CARES Plus program for the fiscal years 2013/14 and 2014/15.  
(Affected Districts: All)  
(Presenter: Karen E. Scott, Executive Director, 387-1502)

Background Information:

On December 1, 2010 the Children and Families Commission approved to provide the local county match for the First 5 California sponsored CARES Plus program.

First 5 California offered funding up to $36 million for the CARES Plus program with release of an RFA, which required a three year commitment (July 1, 2010 – June 30, 2013) and matching funds up to $900,000 for year two and three.

CARES Plus is a statewide professional development program for early educators working with children ages 0 to 5 with inter-related objectives and Measurable Program Goals (MPGs) designed to improve the quality of children’s early learning programs and developmental outcomes by focusing on increasing the quality, effectiveness, and retention of early educators.

CARES Plus also supports the compensation of the childcare workforce by providing professional development incentives for existing and future education and training. Through a more localized approach, the San Bernardino CARES program offers services along five Early Care Professional Tracks through a comprehensive outreach model that is proven effective in recruiting, training and retaining the childcare workforce, including teachers and caregivers working in licensed and licensed-exempt settings.

On December 10, 2010, the Commission also approved that San Bernardino County Child Care Planning Council (CCPC) which, under the umbrella of San Bernardino County Superintendent of Schools, would serve as the lead agency for the San Bernardino County CARES Plus program.

There were several options for determining the “lead agency”. If the First 5 county commission chose not to participate as the lead agency, a local public entity was eligible to apply as the lead of a consortium on behalf of that county or region. The lead agency was required to submit evidence that reflected their existing capacity to provide early learning workforce services and administrative, fiscal, and program oversight.

First 5 San Bernardino approved establishment of a CARES Plus county consortium led by the San Bernardino County Child Care Planning Council (CCPC). This consortium, at the local level, included Early Head Start, Head Start, First 5 San Bernardino, local higher education institutions, local Resource and Referral agency (KidsNCare), and non-profit agencies and organizations providing services for children ages 0 to 5. This allowed our county to collaborate and create cohesive programs, share resources and minimize administrative costs.

The CCPC is a 26 member council dually governed by the San Bernardino County Superintendent of Schools and the San Bernardino County Board of Supervisors.
The council is made up of various members from the community who are responsible for representing and providing for the child development needs of San Bernardino County children, families, and staff.

The program was selected for funding under the First 5 California RFA and on June 15, 2011, the Commission approved Contract (SI004) to support the CARES Plus project (local match) for years 2 and 3 for FY 2011/12 and FY 2012/13, allowing CCPC to provide countywide services as identified in the First 5 California CARES Plus program guidelines.

Serving as the lead, the CCPC was charged with ensuring non-duplication of services and maximization of local funds, including the AB212 local initiatives.

Under Phase I, First 5 California allocated the consortium one-time Planning and Development funds, up to $150,000, covering the period of February 16, 2011 through June 30, 2011 to assist them in preparing for full implementation of the CARES Plus program. Phase I allowed time to focus intensively on accountability, data collection, and evaluation plans. A local match was not required for Phase I.

Phase II encompassed all program operations and implementation requirements from July 1, 2011 through June 30, 2013. Phase II did require a local match which First 5 San Bernardino provided under the Systems Integration focus area, in the amount of $900,000 per year for fiscal year 2011/12 and 2012/13 based on a 1:3 ratio with First 5 California.

In FY 2011/12, nearly 300 participants were served and a waitlist for participation was generated for FY 2012/13 due to high interest. Due to a delay at the state level in year one for project planning, the program was unable to expend $279,815 of their approved allocation in year two. First 5 California offers opportunity for program and budget modifications in instances where funds were not fully expended within any fiscal year of the contract period. Approval of Amendment A1 to Contract Number SI004, to "rollover" the $279,815 unexpended funds from FY 2011/12 (year 2) into FY 2012/13 (year 3) was obtained from the Commission on October 24, 2012. The rollover funds enabled 100-150 additional participants to complete the program.

On March 7, 2013, First 5 California released an RFA for Round 2 of the CARES Plus program. The continuation of the CARES Plus program will allow First 5 California to build on the organizational infrastructure and momentum created throughout the state and potentially leverage additional federal and local funds.

The options for establishing lead agencies for a county or region are the same as those put in place in 2010. First 5 San Bernardino has submitted notice of intent "not" to serve as the lead for the next funding cycle, but remain in partnership with the San Bernardino County Child Care Planning Council (CCPC) who has successfully served under Round 1 of the program.

**Financial Impact**

Although exact dollar amount for the required match for FY 2013/14 and 2014/15 is unknown at this time, it is anticipated that it will be very close to the same amount previously funded. Adequate appropriation and revenue will be included in the Children and Families Commission’s 2013/14 budget and First 5 will bring forth funding recommendation with the annual budget preparation.
**Report on Action as taken**

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<tr>
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<tbody>
<tr>
<td>Moved:</td>
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<tr>
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<td>In Favor:</td>
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<tr>
<td>Abstained:</td>
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<tr>
<td>Comments:</td>
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**Review**

Regina A. Coleman, Commission Counsel
**AGENDA ITEM 9**  
**APRIL 3, 2013**

**Subject**  
Obesity Intervention Initiative

**Recommendations**  
Receive information on First 5 San Bernardino's Investing in Children Obesity Intervention Initiative.  
(Affected Districts: All)  
(Presenter: Karen E. Scott, Executive Director, 387-1502)

**Background Information**  
First 5 San Bernardino (F5SB) is committed to ensure that children, prenatal through age five have access to and utilize health and nutrition services that ensure they are born healthy, and remain well-nourished, physically fit, and safe. Through the Investing in Children RFP, F5SB sought to reduce instances of overweight and obesity in children by funding the Health Care Obesity Initiative - intervention programs that address and alleviate barriers to improve those health and nutrition conditions.

Contractors were solicited to provide services to families of children ages 2 through 5 that were identified as overweight or obese and address these children’s symptoms and conditions. In addition, contractors were required to demonstrate quality coordination and collaboration with pediatricians and health care providers related to the target population. And finally, contractors were to address improved physical fitness activities and education for parents and caregivers of these children to support living and maintaining a healthy lifestyle.

First 5 San Bernardino has a fiduciary responsibility to ensure that investments are achieving measurable outcomes and expenditures are limited to those considered both reasonable and necessary as determined by the Commission.

After several site visit observations and analysis of performance data, the funded strategy of the obesity initiative has not generated the desired results. The Commission is not seeing the numbers expected to be achieved collectively through the project. Although there were mitigating circumstances explained by the contractors including late start up, challenges in outreach and low to no response and participation by the community, and perhaps a lack of clarification on the required evaluation tools, this initiative has seen only a 13% rate in meeting the primary service targets. To date, only 27% of the nearly $600,000 invested in this project has been expended.

Be it the program design or the evaluation tools attached to the program, investing at the client level through individual contractors has proven to be less than effective in achieving the results sought. What we have learned is the more successful programs are those that are attached to the Healthy Cities/Communities collaborations who possess the strong infrastructure needed and are able to achieve the outcomes expected operating at a systems level. Therefore, the Commission is currently in the process of redesigning the childhood obesity intervention strategy to be included with funding at the systems level. The continued undertaking of the obesity initiative will be implemented through First 5’s Healthy Cities/Communities Initiative.

Collaborative networks of schools, community and faith-based organizations, public and private agencies and city governments that make up Healthy City/Healthy Community designations are powerful vehicles for social change within their own
community. First 5 seeks to support and empower this committed infrastructure through funding projects for results that improve the health in such areas as nutrition and physical activity of children ages 0 through 5. This coordinated approach supports the integration of systems and services and helps ensure the goal that “Children and families are healthy and safe.”

First 5 San Bernardino commends the vision and efforts of the contractors awarded under the Health Care Obesity Initiative for FY 2012/13. Despite their commitment, the outcomes for this initiative have been below targeted expectations. We will be working with and encourage each of the contractors to contact their local cities or municipalities to become partners in providing their childhood obesity services through the administration of the Healthy Cities/Communities collaborative.

Financial Impact
None

Review
Regina Coleman, Commission Counsel

Report on Action as taken

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