



**Request for Application (RFA) No. 26-02
Family First Prevention Services –
Champion for Primary Prevention
(FFPS-CFPP)**

April 8, 2027 – June 30, 2028

**Application due:
December 4, 2026**

**First 5 San Bernardino
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I. INTRODUCTION

A. Purpose

Children and Families Commission also known as, First 5 San Bernardino (F5SB), for San Bernardino County, hereafter referred to as the “Commission,” is issuing an RFA for Applications for organization(s) hereinafter referred to as “Applicant Agency or Applicant,” to expand the Family First Prevention Services (FFPS) capacity of community agencies and providers including lived-experts to address the community's needs through an initiative anchored in brain science, trauma-informed care, and relationship health.

The Champions for Primary Prevention (CFPP) initiative allows multi-sector agencies and Community-Based Organizations (CBOs) (e.g., native nations, faith-based, family resource centers, non-profit organizations, child-serving agencies, etc.) to participate in a twelve-month learning collaborative focused on prevention and early intervention services for prenatal through age five children and their families. The learning collaborative will enable CFPP participants to expand the prevention and early intervention workforce by strengthening evidence-based practices and competencies and to support ongoing Family First Prevention Services Act (FFPSA) and Comprehensive Prevention Planning (CPP) efforts to increase capacity and reach in San Bernardino County (SBC).

Twelve agencies will be selected under this RFA, with two agencies from each supervisorial district and two tribal entities serving SBC. Applicant Agencies may apply to and be vetted by the Commission if they commit to a team of three staff to represent the agency: one administrator/supervisor, one frontline provider, and one lived-expert. Each Agency whose staff member participates for 300 hours (approximately 14% FTE) over one year in building the FFPS-CFPP in SBC will receive a stipend to offset staff time costs. Total cost to provide capacity for the cohort is \$1.6 million to include curriculum, trainings and provider/participant supports.

The project scope has the potential to expand community pathway resources, improve provider capacity, and increase community reach. With additional FFPS funding, F5SB envisions that this project, along with other supplemental activities, can scale and replicate sustainable community prevention services and practices throughout SBC in subsequent years.

B. Proposition 10 and First 5 San Bernardino

The Commission was created by the passage of Proposition 10, the California Children and Families Act. In November 1998, voters passed this statewide ballot initiative, which added a 50-cent tax on tobacco products. The revenues collected must be directed toward promoting, supporting, and improving the early development of children from prenatal age through age five, and toward supporting the creation of integrated, comprehensive, and collaborative service systems to enhance optimal early childhood development.

To facilitate the allocation of Proposition 10 funds at the local level, county commissions were established in each of California's 58 counties. Each commission is composed of members appointed by the local county board of supervisors and has independent authority to administer Proposition 10 funds in its county.

The Commission adopted its initial Strategic Plan in April 2000. The current Strategic Plan remains in effect through June 2028. It outlines broad goals and specific outcomes for

each goal. All funded Commission projects are designed to help the Commission achieve these goals. A copy of the Strategic Plan is available for download from our website at <https://first5sanbernardino.org/>.

First 5 San Bernardino's Mission, North Star, and Guiding Principles support efficient systems. These include First 5 San Bernardino's commitment to ensuring that families, providers, and stakeholders collaborate effectively to improve children's well-being; that community organizations and groups are equipped to serve children and families (community capacity building); and that the workforce is prepared to serve children and families.

From First 5 San Bernardino Strategic Plan 2023-2028:

First 5 San Bernardino Mission

Promote, support, and enhance the well-being and early development of children from prenatal through age 5, as well as their families and communities.

First 5 San Bernardino North Star

First 5 San Bernardino's North Star is a cohesive, complementary system that helps communities, organizations, and families ensure that all children in San Bernardino County are healthy, safe, nurtured, and prepared to thrive.

First 5 San Bernardino Guiding Principles

These principles reflect our core values and guide our priorities and decision-making across all our work. They will also shape how we engage with communities and systems, enabling First 5 San Bernardino to advance its mission and achieve its North Star.

- Community, Systems and Context
- Collaboration
- Impact and Sustainability

II. PROJECT TIMELINE

The dates below are subject to change as deemed necessary by the Commission.	
Release of RFA	Thursday, October 8, 2026
Deadline for Submission of Questions ATTN: FFPS-CFPP RFA 26-02 Dr. Wendy Lee, Systems Integration Officer Wendy.lee@cfc.sbcounty.gov	Friday, October 23, 2026 No later than 12 Noon, PT
Q & A Posting by F5SB available	Thursday, November 5, 2026
Deadline for Applications	Friday, December 4, 2026 No later than 4:00 P.M. PT

	* Early submission is encouraged
Presentation of Contracts to Commission for Approval The successful Applicant Agency must be present at the Commission Meeting for Contract Approval	Wednesday, April 7, 2027
Start Date for Contract(s)	Thursday, April 8, 2027

A. Period of Performance

The period of performance shall be no more than twelve (12) months, with the completion date not to go beyond June 30, 2028.

B. Admonition to Applicant Agency(s)

Once the RFA has been issued and during the evaluation process, the individual identified above is the sole point of contact for any inquiries related to this RFA. Only if authorized by the Commission's contact may other Commission Staff provide information. Any violation of this procedure may be grounds for disqualification of the Applicant Agency. It is the responsibility of the Applicant Agency to ensure that the RFA responses arrive on time.

C. Questions

Questions regarding the contents of this RFA must be submitted electronically via email on or before 12 Noon PT, Friday, October 23, 2026, **and directed to Dr. Wendy Lee, Systems Integration Officer, at Wendy.Lee@cfc.sbcounty.gov**. *The questions and answers will be compiled and posted on the First 5 San Bernardino website as an addendum to this RFA*

D. Correspondence

All correspondence, **including application submissions and questions**, are to be submitted to the following point of contact:

First 5 San Bernardino

ATTN: FFPS-CFPP RFA 26-02

Wendy.Lee@cfc.sbcounty.gov

Dr. Wendy Lee, Systems Integration Officer

E. Application Submission Deadline

All Application submissions must be received electronically via the email address listed in Paragraph D of this Section no later than 4 P.M. (PT) on Friday, December 4, 2026. All electronically transmitted submissions must be sent in PDF format. Late submissions will not be considered.

III. APPLICATION CONDITIONS

A. Contingencies

Funding for this project is contingent on the availability of California Children and Families

Trust Fund money. This RFA does not commit the Commission to award a Contract. Cost, while not necessarily the primary factor in the selection process, is important. The Commission will award a Contract based on the Applicant Agency that best meets its needs.

The Commission reserves the right to accept or reject any or all application submissions if it determines that doing so is in the best interest of the Commission. The Commission will notify all Applicant Agencies in writing if the Commission rejects all application submissions.

B. Modifications

The Commission has the right to issue addenda or amendments to this RFA. The Commission also reserves the right to terminate this procurement process at any time. Addenda or amendments to this RFA will be posted on the same website as the RFA.

C. Applications Submission

To be considered, all application submissions must be submitted in the manner outlined in this RFA. **It is the Applicant Agency's responsibility to ensure that its application submission arrives on or before the specified time.** All submitted materials become the property of the Commission.

D. Inaccuracies or Misrepresentations

If the Commission determines, in the course of the RFA process or in the administration of a resulting Contract, that the Applicant Agency has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, the Applicant Agency may be terminated from the RFA process or, in the event a Contract has been awarded, the Contract may be immediately terminated.

In the event of termination under this provision, the Commission is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFA does not commit the Commission to pay any costs incurred in preparing an application, and the Applicant Agency agrees that all costs associated with developing and submitting the application are solely the responsibility of the Applicant Agency.

F. Application Packet Confidentiality

All information submitted in the submission or in response to a request for additional information is subject to disclosure under the provisions of the California Public Records Act (California Government Code section 6250, et seq.). Submissions may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Applicant Agency 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 submission, identified by an asterisk (*) or marked along the margin with a vertical line, contains information that is a trade secret. We request that such data be used only for the evaluation of our submission but understand that disclosure will be limited to the extent that the Commission determines is

proper under federal, state, and local law.

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

The Commission assumes no responsibility for disclosure or use of unmarked data for any purpose. If disclosure of properly marked data is requested, the Applicant Agency will be advised of the request and may expeditiously submit to the Commission a detailed statement explaining the reasons it believes the information is exempt from disclosure under federal, state, and local law. This statement will be used by the Commission to determine whether 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 resulting from any disclosure.

G. Negotiations

The Commission may require the potential Applicant Agency or agencies selected to participate in negotiations and to submit revisions to budget, technical information, and/or other items from their submission(s) as may result from these negotiations.

H. Vendor Policy

1. Vendor's "point of sale" for purposes of reporting sales tax to the State Board of Equalization is within the boundaries of the County. The payment of any local share of sales tax must go to the County or a city within the County. If the local business has more than one sales office in the State of California, the office located in the County shall be the point of sale for sales tax calculation.
2. Vendor is not delinquent in any taxes or other payments to the County.
3. Vendor possesses a valid and verifiable business license (if required).
4. Vendor has been open and established for at least six months prior to the issuance of the solicitation.
5. Vendor can demonstrate ongoing business activity in the field of endeavor that they are proposing from that office during the preceding six months.
6. Vendor has not, within five years prior to the solicitation, admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency for violation of any criminal law or any law or regulation regarding fraud.
7. Vendor is not federally debarred; and
8. Vendor is not suspended or debarred from doing business with the County in the scope of work that is the subject of the solicitation.

IV. PROJECT REQUIREMENTS

A. Minimum Applicant Agency Requirements

Applicant Agency must:

1. Complete Attachment A – Application Narrative

The Application Narrative must be completed using the provided template. Narrative responses should relate to the criteria provided and address the items in Section IV,

Project Requirements.

2. Provide services to the target population, including expectant parents, children from prenatal through age 5, and their families in San Bernardino County.
3. Be part of multi-sector agencies and Community-Based Organizations (CBOs) (e.g., native nations, faith-based organizations, family resource centers, nonprofit organizations, and child-serving agencies).
4. Identify which Supervisorial Districts (First, Second, Third, Fourth, and/or Fifth) and/or tribal nations are served.
5. Commit a team of three to represent the agency, consisting of one administrator or supervisor, one frontline provider staff member, and one lived expert, to participate in a twelve-month (approximately 300 hours, 14% FTE) learning collaborative focused on prevention and early intervention services for prenatal through age 5 and their families.
6. 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 Contractor's control, shall be presumed unable to meet this requirement.
7. Can maintain adequate files and records and meet statistical reporting requirements.
8. Have the administrative and fiscal capability to provide and manage the proposed services under a fee-for-service or reimbursement Contract and to ensure an adequate audit trail.
9. Meet other presentation and participation requirements listed in this RFA.

B. Project Expectations:

Participants will complete the training in the following curricula:

- Infant Early Childhood Mental Health Foundational Training
- The Growing Brain: From Birth to 5 Years Old (from ZERO TO THREE)
- Parents as Teachers
- Home Visiting Competency
- Reflective Supervision

Participants will also complete specialized, specific, and relevant training topics arranged by the Commission:

- Understanding levels of prevention: Primary, Secondary, Tertiary
- Science of infant and early childhood development, mental health, trauma-informed, relational health, and dyadic interactions
- Social Determinants of Health (SDOH), Six Protective Factors, Prevent System Inequities: Reimagining child welfare and human services, Adverse Childhood Experiences (ACEs)

FFPS Specific Trainings:

- From Mandated Reporting to Community Supporting Model

- Collaborative system of closed-loop referrals for Community Pathways
- Family Well-Being Plan Implementation
- Other relevant training to support ongoing FFPSA and Comprehensive Prevention Planning (CPP) efforts to increase capacity and reach in San Bernardino County

Participants will complete approximately 300 hours of training.

C. Other Applicant Agency Expectations:

- Participates in cross-system collaboration meetings, planning, and convenings.
- Applicant Agency will establish and maintain good standing as an affiliate site with Parents as Teachers. Costs are reimbursed through the term of the Contract.

D. Payment Structure:

Funding is based on completed training hours. The stipend allocation is tied to the completion of the training requirements outlined in this RFA and is intended to offset staff time costs.

V. APPLICATION SUBMISSION

A. General

1. All interested Applicant Agencies are invited to apply for consideration. Prior experience working with a First 5 Commission is preferred. Submission of such application indicates that the RFA has been read and the entire contents of this RFA are understood, including all attachments and addenda (as applicable), and that all requirements of this RFA have been satisfied.
2. Applications must be submitted in the format described in this Section. Applications are to be prepared and submitted to provide a straightforward, concise description of capabilities that satisfy the requirements of this RFA. Emphasis should be on conformance with the RFA instructions, responsiveness to the RFA requirements, and completeness and clarity of content.
3. Applications must be complete in all respects as required in this section.
4. Applications may not be considered if they are conditional or incomplete.
5. Applications must be received at the designated location, specified in Section II, Paragraph D – Correspondence, no later than the date and time specified in Section II, Paragraph E – Application Submission Deadline.
6. All Applications and materials submitted become the property of the Commission.

B. Procedures for Submitting Application Packet

1. Please submit one (1) Application Packet electronically, in PDF format, via email to Wendy.Lee@cfc.sbcounty.gov.
2. The Application Packet must be titled with the Applicant Agency's name and "RFA 26-02 FFPS-CFPP".
3. Applications must be submitted in an 8 1/2" by 11" format with no less than 1/2" top, bottom, left, and right margins. Font size 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. Submission Format

Response to this RFA must be submitted in the following sequence and format:

1. Cover Letter
2. Table of Contents
3. Agency Profile
4. Attachment A – Application Narrative
5. Attachment B – Budget Template Worksheet
6. Attachment C – Statement of Certifications
7. Attachment D – Exceptions and Disclosures
8. Attachment E - Reportable Conditions
9. Attachment F – Subcontractor Information
10. References
11. Evidence of Insurability/Business Licenses
12. Financial Statements
13. Clarification/Exceptions/Deviations (If applicable)

1. **Cover Letter** – Include a cover letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the firm or individual submitting the application, which must include the following information:
 - a. A statement that the application is submitted in response to the RFA 26-02 **Family First Prevention Services – Champion for Primary Prevention (FFPS-CFPP)**.
 - b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the Commission on behalf of the submitter.
 - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit bids on behalf of the submitter.
 - d. A list of Former Commission Administrative Officials (as defined in Section IX. E.) affiliated with the organization/firm. If none, so state.

The cover letter must be signed by an authorized representative of the Applicant Agency. The signature constitutes a warranty and says that all information provided is true. If this warranty is false, the Commission may pursue any remedy allowed by law, including declaring any resulting Contract void.

2. **Table of Contents** – A complete table of contents for the entire application submission with respective page numbers opposite each topic listed above.
3. **Agency Profile** – This section is designed to establish the submitter as an individual or entity with the ability and experience to operate the project as specified in the RFA. The Agency Profile should be concise and clear and include descriptive information regarding service delivery. The following information must be provided as follows:

- a. Business name and legal business status (i.e., partnership, corporation, etc.);
 - b. Individual/Corporate/Company/Agency overview of services or activities performed includes:
 - i) A brief history of the submitter's practice or firm.
 - ii) The number of years in business under the present business name, as well as prior business names.
 - iii) Number of years' experience providing the proposed, equivalent, or related services.
 - iv) Corporate/Company/Agency hierarchy (President, Vice President, Company Officers, etc.) and organizational chart.
 - v) Company size, number of staff, and proposed number of staff to provide services.
 - vi) Location of the office from which the work under the Contract will be provided and the staff allocation at that office.
 - c. Whether the submitter holds controlling or financial interests in any other organization or is owned or controlled by any other person or organization; if none, so state.
 - d. Any Applicant Agency applying as a 501(c)(3) must provide proof of status.
4. **Attachment A** – Application Narrative
Complete and include Attachment A in your response to this RFA
 5. **Attachment B** – Budget Template Worksheet
Complete and include Attachment B in your response to this RFA
 6. **Attachment C** – Statement of Certifications
Complete and include Attachment C in your response to this RFA
 7. **Attachment D** – Exceptions and Disclosures
Complete and include Attachment D in your response to this RFA
 8. **Attachment E** – Reportable Conditions
Complete and include Attachment E in your response to this RFA
 9. **Attachment F** - SubContractor Information
Complete and include Attachment F in your response to this RFA
10. **References** – All Applicant Agencies must include present and past performance information with a minimum of three (3) references. Each reference shall include:
 - Dates of work performed
 - Current contact person, company, address, email, and telephone number for each reference identified
 - Describe recent similar projects that are equivalent to the Commission. These experiences must demonstrate the Applicant Agency's qualifications and capabilities to meet the Commission's requirements. Provide a summary of the

scope of services performed for these other projects.

Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFA.

11. **Evidence of Insurability/Business Licenses** – All Applicant Agencies shall submit evidence of all required insurance. An Accord cover page will suffice, and if awarded the Contract, the Applicant Agency has ten (10) calendar days to produce the required insurance, including a certified endorsement naming the Commission as additionally insured. Applicant Agency shall certify possession of all required current licenses or certifications. Do not purchase additional insurance until this RFA has been awarded. Provide a copy of the **current** business license or other applicable licenses.
12. **Financial Statements** – Applicant Agency must submit financial statements (**balance sheet and income statement**) for its business that are dated no more than twelve (12) months prior to the date of the Application submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the Applicant Agency's entire business entity. Please place in a separate envelope and mark "confidential" if your firm requires this to be kept confidential. The Commission does not guarantee that the financials submitted will be kept confidential.
13. **Clarification, Exceptions or Deviations** – All Applicant Agencies shall describe any exception or deviation from the requirements of the RFA. Each clarification, exception, or deviation must be clearly identified. If there is no clarification, exception, or deviation, a statement to that effect shall be included in this section. The following Contractual terms are non-negotiable:
 - Indemnification
 - All insurance terms
 - Termination
 - Ownership/Use of Contract Materials and Products (if applicable)
 - Disputes
 - Governing Law

VI. EVALUATION AND SELECTION

A. Evaluation Process

All application submissions will be subject to a standard review process developed by the Commission. A primary consideration shall be the Applicant Agency's effectiveness in delivering comparable or related services, as demonstrated by its past performance.

B. Evaluation Criteria

All application submissions will be subject to a standard review process developed by the Commission to ensure the Applicant Agency receives proper due diligence during the RFA evaluation phase.

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

- a. Must be complete as outlined in Section V – Application Submission, Subsection C– Submission Format, including all required documents, and comply with all the requirements of this RFA.

Failure to meet these requirements will result in the application being rejected. Incomplete application packages (those missing information/required documents) will be disqualified. No package shall be rejected if it contains minor irregularities, defects, or variations that the Commission considers immaterial or inconsequential. In such cases, the Commission may elect to waive the deficiency and accept the package. **Unsuccessful Applicant Agencies in the Administrative Review phase will not have the option to submit an appeal.**

2. **Critical Evaluation** - Applications meeting the above requirements will be evaluated based on the following criteria (not necessarily in order of priority):
 - a. Cost
 - b. Demonstrated ability to serve the target population
 - c. Proposed team of three staff consisting of one administrator or supervisor, one frontline provider, and one lived-expert
 - d. Readiness to participate in twelve-month (approximately 300 hours, 14% FTE) learning collaborative sessions/meetings
 - e. Experience

C. Contract Award

Contract(s) will be awarded based on a competitive selection of applications received. The content of the application of the successful Applicant Agency will become Contractual obligations, and failure to accept these obligations in a Contractual agreement may result in cancellation of the award.

D. Appeal

In response to a denied award, Applicant Agency may protest, provided the appeal is in writing, is delivered to the address listed, and is submitted within five (5) business days of the date on the notification of a denied award. Grounds for an appeal are that the Commission failed to follow the selection procedures and adhere to the requirements specified in the RFA and any addenda or amendments; there has been a violation of the conflict-of-interest provisions of California Government Code Section 87100 et seq.; or a violation of State or Federal law. Appeals will not be accepted on any other grounds. Only an agency that has submitted an RFA in compliance with the RFA 26-02 FFPS-CFPP 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 Applicant Agency advising of the decision with regard to the protest and the basis for the decision. Any decision of the Commission will be final.

The appeal must include the following: 1) reference to the RFA 26-02 FFPS-CFPP Appeal; 2) basis of appeal; 3) supporting documentation and statements (optional); and

4) name, position, address, telephone numbers, and email for agency point of contact for the appeal.

E. Final Authority

The final authority to award a Contract rests solely with the F5SB.

VII. DEFINITIONS

Capitalized terms used in this RFA shall have the meanings given to them in the RFA and as defined below:

Administrator: Manages the overall organization, focusing on budgets, funding, and strategic policies.

Adverse Childhood Experiences (ACEs): Potentially traumatic or stressful events that occur before age 18. The California Surgeon General aligns with the landmark CDC-Kaiser Permanente study, categorizing them into three main groups: Abuse (physical, emotional, sexual), Neglect (physical, emotional), and Household Changes (e.g., parental mental illness, substance abuse, incarceration, domestic violence, or divorce).

Application: The offer to provide specific goods or services at specified prices and/or other conditions specified in the RFA.

Board: The San Bernardino County Board of Supervisors.

Champions for Primary Prevention (CFPP) Initiative: Build capacity with multi-sector agencies and Community-Based Organizations (CBOs) (i.e., native nation, faith-based, family resource centers, non-profit organizations, child-serving agencies, etc.) to participate in a twelve-month learning collaborative, related to prevention and early intervention services, focused on prenatal through age five and their families. The learning collaborative will enable CFPP participants to increase the prevention and early intervention workforce in evidence-based practices and competency and support the ongoing Family First Prevention Services Act (FFPSA) and Comprehensive Prevention Planning (CPP) efforts to increase capacity and reach in San Bernardino County.

Children and Family Services (CFS): The San Bernardino County department that administers programs designed to address child abuse and neglect issues. CFS provides family-centered programs and services designed to strengthen, preserve, and ensure that children have access to safe and permanent family units. CFS provides support to families while working to reduce the risk of harm to children, improve parenting skills, and develop a strong social support network for families.

Closed-Loop Referrals (CLRs): A healthcare process that tracks patient referrals from initiation to completion to an appropriate service provider.

Community Pathways: An avenue that families may use, Title IV-E-funded prevention services through the Family First Prevention Services Act (FFPSA), outside of the traditional child welfare service delivery context. These pathways aim to support families and prevent child welfare involvement by providing culturally relevant services and resources within the community.

Community Prevention Services: The school-based or community-based provision of educational, supportive, or informational services that promote awareness and/or increase the functionality of families where the potential for child abuse and neglect exists.

Community Supporting: In the context of California's Family First Prevention Services (FFPS) program, Community Supporting is a paradigm shift in child welfare that moves away from a "mandated reporter" framework toward a supportive, equity-focused approach.

Community-Based Organizations (CBOs): Non-profit organizations that operate within a specific community to address local needs and improve residents' well-being by offering a range of services, including social services, healthcare, education, and community development.

Contract: The Contract between the County and the Applicant resulting from the award issued pursuant to this RFA to the successful Applicant.

Contractor: Any individual, company, firm, corporation, partnership or other organization to whom a Contract award is made by the County.

County: County, as used throughout this document, including its possessive form (County's), refers to San Bernardino County.

Evidence-Based Practices (EBP): The quality of scientific research verifying the beneficial effects of a program/practice and the degree of relevance it exhibits to the population served by Child Welfare agencies.

Facilitator: A County Purchasing Department buyer or designated individual responsible for managing the evaluation panel's processes.

Family First Prevention Services Act (FFPSA): Enacted as part of Public Law (P.L.) 115—123, FFPSA authorized new optional Title IV-E funding for time-limited prevention services for mental health, substance abuse, and in-home parent skill-based programs for children or youth who are candidates for foster care, pregnant or parenting youth in foster care, and the parents or kin caregivers of those children and youth.

Family First Transition Act (FFTA): Funding to expand community pathway resources, improve provider capacity, and proactively implement Primary Prevention training and support that empower parents and caregivers to better meet the needs of their community and ultimately keep families safely and securely intact and thriving.

First 5 San Bernardino (F5SB): The Children and Families Commission for San Bernardino County (First 5 San Bernardino) was created in December 1998 to realize the benefits of Proposition 10 (the California Children and Families Act) for the County's youngest residents and their families. The act created a program to promote, support, and improve the early development of children from the prenatal stage to age 5, under the guidance of the Children and Families Commission for San Bernardino County and in

collaboration with the community and agencies that provide services to children.

Frontline Staff: Employees who work directly with the clients, individuals, or communities served by the agency.

Full-Time Equivalent (FTE): A measure equal to one staff person employed on a full-time work schedule, calculated for purposes of the Contract at 2,080 hours per year. FTEs provide a common unit of measurement for budgeted positions. The number of FTEs is the cumulative value, expressed as a percentage of full-time equivalent (FTE) time or funds for a particular classification.

Funding Certainty Grants: Payments to Title IV-E agencies that operated a Title IV-E Child Welfare Waiver Demonstration Project to offset any shortfall in Title IV-E funding for Federal Fiscal Years (FFYs) 2020 and 2021.

Home Visitor Competency Training: A specialized education and training program designed to equip individuals with the skills and knowledge needed to conduct home visits effectively and support families of children from birth to 5 years. It encompasses various subject areas, including child development, parent education, case management, and collaboration with community agencies.

Human Services: San Bernardino County Human Services (HS) is a system of integrated services where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.

Indirect Costs: Costs incurred for the benefit of multiple projects or activities that 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 using a base that 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.

Infant Early Childhood Mental Health Consultation (IECMHC): A prevention-based approach that pairs a mental health consultant with other staff who work with infants and young children in various settings where they learn and grow, such as childcare, preschool, home visiting, early intervention, and their homes.

Learning Collaborative: A structured, time-limited network where early childhood educators, healthcare providers, community leaders, and families come together for peer-to-peer learning, guided by subject experts in structured learning sessions, action periods, and shared aims for a competent, sustainable workforce focused on prevention and early intervention in the prenatal-to-age-5 population.

Lived Expert: In the context of the Family First Prevention Services Act (FFPS/FFPSA) and child welfare, a lived expert is an individual who has firsthand, personal involvement with child-serving systems and uses that unique perspective to influence policy,

programs, and system-wide improvement.

Parents as Teachers (PAT): An evidence-based home-visiting program designed to help parents become their child's first and best teacher. <https://parentsasteachers.org/>.

Participation-Based Funding Based on Training Hours: A financial allocation model in which the organization receives funding strictly based on the total number of hours participants spend in training sessions. (Hourly rate, cost offsets, audited attendance).

Prevention Services: Focus on early intervention, comprehensive care, disease management, patient education, and improved health outcomes.

Primary Prevention: Activities that are directed at the general population to strengthen communities and improve child well-being by focusing on the social determinants of health, defined as the conditions into which people are born, grow, work, live, and age, and the wider set of forces and systems shaping the conditions of daily life.

Procurement: A strategic business process that involves sourcing, purchasing, and acquiring goods, services, or raw materials from external suppliers.

Reflective Supervision: A professional development practice where a supervisor and supervisee engage in regular, collaborative reflection to improve the quality of services, particularly in fields like early childhood education and home visiting. It focuses on the supervisee's experiences, emotions, and relationships, rather than solely on administrative tasks or performance evaluations. This approach fosters a deeper understanding of the work, enhances professional well-being, and ultimately benefits the individuals and families receiving services.

Relational Health: The capacity to develop and sustain safe, stable, and nurturing relationships, which are vital for healthy development throughout a child's lifetime. These relationships are considered biological necessities that form the foundation for growth and well-being, influencing social, emotional, and cognitive development.

Request for Application (RFA): A Request for Applications from applicants interested in providing the identified services sought to be procured by the County. The RFA specifies the evaluation factors to be used and contains or incorporates by reference Contractual terms and conditions applicable to the procurement.

Secondary Prevention: Activities offered to populations that have one or more risk factors associated with compromised well-being or child maltreatment, such as poverty, parental substance abuse, young parental age, parental mental health concerns, exposure to violence, and parental or child disabilities. Programs seek to build protective factors and mitigate the risk factors.

Services: The requested services are described in this RFA.

Social Determinants of Health (SDOH): The conditions in which people are born, grow, live, work, and age, as well as the broader set of forces and systems that shape the conditions of daily life. These factors significantly influence health outcomes and are not

directly related to medical care.

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

Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor, who is performing services on behalf of Contractor under the Contract or under a separate Contract with or on behalf of Contractor.

Supervisor: Directly oversees frontline staff, ensuring daily client care, staff training, and adherence to individual performance goals.

Tertiary Prevention: Activities that focus on families where child maltreatment has occurred seek to mitigate trauma, reduce the negative consequences of the maltreatment, and prevent its recurrence.

Title IV-E: A section of the Social Security Act that provides federal funding to states for foster care, adoption assistance, and guardianship assistance programs.

Training Allocation for FTE: The budget, time, or resource designated to train one full-time employee for a given period. It's measured in hours of training per FTE.

Trauma-Informed Practice (TIP): Trauma-informed organizations, programs, and services are based on an understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate, so that these services and programs can be more supportive and avoid re-traumatization. For more information, refer to the National Child Traumatic Stress Network at <http://nctsn.org/>.

ZERO TO THREE: A national nonprofit organization dedicated to ensuring that all babies and toddlers get a strong start in life. <https://www.zerotothree.org/>

VIII. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall provide all program services identified in the Contract, including Attachment A – Application Narrative and Attachment B – Budget Template Worksheet.
- B. Contractor shall coordinate with appropriate agencies to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.
- C. 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 the Commission.
- D. Contractor shall cooperate with all Applicant Agencies, technical advisors, or committee as designated by the Commission to support the evaluation system development and implementation process.

IX. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

Contractor understands and acknowledges that the services under the Contract are for the purposes of promoting, supporting, and improving the early development of children from prenatal through age five. As such, the services provided under the Contract shall directly benefit this population. Any service provided beyond this limitation, unless as agreed upon in the 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.

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent Contractors, professional service representatives, volunteers, and the Commission. Contractor shall make a reasonable effort to prevent employees, Applicant Agencies, 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 independent Contractors without obtaining prior approval from the Executive Director of the Commission or an authorized designee. If the Commission determines that a conflict-of-interest situation exists, the Commission may disallow any cost increases associated with the conflict, and such conflict may constitute grounds for termination of the Contract.

E. 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 represented by Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (5) years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment with or representation of the Contractor. For purposes of this provision, "Commission Administrative Official" is defined as a member of the Commission or of the Administrative Staff.

If, during the course of the administration of the 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, the Contract may be immediately terminated. If the Contract is terminated according to this provision, the Commission is entitled to pursue any available legal remedies.

F. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the 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.

G. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under the Contract and demonstrate accountability for Contract performance. 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.

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 applicable Office of Management and Budget (OMB) Circulars, which set forth the administrative requirements, cost principles, and other standards for accounting.

The Commission shall have the right, upon reasonable notice and at reasonable hours of business, to examine and inspect such records and books.

H. 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 (5) days of the address change. Change of address shall not interrupt service deliverables outlined in the scope of work.

I. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies beyond thirty (30) days and any positions that become vacant during the term of the Contract that may result in a reduction of services to be provided under the Contract. Upon notice of vacancies, the Contractor shall apprise the 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 the Contract, Contractor will notify the Commission within one (1) working day, in writing and by telephone.

J. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if the primary contact is unavailable, on behalf of the Contractor, and will notify the Commission of these designees within fifteen (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 the Contract.

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two (2) weeks or more, or if there is any change in either the primary or alternate contact.

K. Responsiveness

Contractor or a designee must respond to Commission inquiries within five (5) business days.

L. 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 services. The grievance procedure must be posted prominently in English and Spanish at service sites for participants to review.

M. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under the Contract comply with the Commission's Policy 18-01 Non-public Personally Identifiable Information specified at first5sanbernardino.org/home-2/commission/ prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements, specified at first5sanbernardino.org/home-2/commission/, are hereby incorporated by this reference.
- Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to the Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under the Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- Contractor shall comply with all applicable provisions of the [Health Insurance Portability and Accountability Act of 1996](#) (HIPAA), as applicable.

N. 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, Applicant Agencies or volunteers who perform services under the 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, Applicant Agencies, 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, Applicant Agencies, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

O. 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.

P. Conditions of Employment

Contractor shall notify the Commission of any staff member, paid intern, or volunteer who is knowingly or negligently employed and who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, 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.

Q. Indemnification and Insurance Requirements

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

1. 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 all claims, actions, losses, damages, and/or liability arising out of the 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 the 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.
2. 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 the Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. 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.

4. 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.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements applies 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.
6. 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 the 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.
7. 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”.
8. 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.
9. Failure to Procure Coverage – If any policy of insurance required under the 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.
10. 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 the 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 a waiver of any rights on the part of the Commission.

11. The Contractor agrees to provide insurance outlined 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 any way 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:

- a. 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 Employers' Liability with \$250,000 limits covering all persons, including volunteers providing services on behalf of the Contractor and all risks to such persons under the Contract.

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.

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.

- b. 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:

- 1) Premises operations, fixed assets, and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse, and underground hazards.
- 5) Personal injury
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c. 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.

- d. 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 “drop-down” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million dollars (\$1,000,000) per claim or occurrence and two million dollars (\$2,000,000) aggregate limits

or

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

or

Directors and Officers Insurance coverage with limits of not less than one million dollars (\$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.

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than one million dollars (\$1,000,000) for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response costs as well as regulatory fines and penalties.
- g. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two-million-dollar (\$2,000,000) aggregate limit.

R. 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 shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations and agrees to pay all fees and other charges required thereby. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of the 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 the Contract.to comply with the provisions of this section may result in immediate termination of the Contract.

S. Health and Safety

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

T. 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) based on 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.

U. Attorney's Fees and Costs

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

V. 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 the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge the Commission as the funding agency and Contractor as the creator of the publication.

W. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Brand Identity Guidelines.

X. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of the Contract. Contractor will

ensure no staff will conduct activity intended to influence legislation, administrative rulemaking, or the election of candidates for public office during the time compensated under the Contract or under representation such activity is being performed under the Contract.

Y. 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: first5sanbernardino.org. FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THE CONTRACT.

Z. 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.](#)).

AA. 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 presently not 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; and
- 2) Have not within a three (3)-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; and
- 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 (3)-year period preceding this application, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- 5) 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 the Contract. A failure to comply with this section may constitute grounds for termination of the Contract.

BB. Conflict Resolution

The Commission and the County agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution through the appropriate chain of command, as deemed necessary.

CC. Environmental Requirements

The Commission has adopted a recycled product purchasing standards policy ([San Bernardino County Policy 11-08 SP2](#)) 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.

DD. Federal Contracting Provisions

This Agreement is federally funded and subject to the additional terms on Attachment G Federal Contracting Provisions.

X. FISCAL PROVISIONS

A. Payment Provisions

The Commission will disburse funds through a reimbursement payment process.

The Commission reserves the right to reduce or withhold any payments to the Contractor for failure to submit reports in a timely and accurate manner or for noncompliance with the Contract. Final payment under the Contract may be withheld until all requirements, including reports, for Contract closure have been fulfilled by Contractor.

B. EFT Payments

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

C. Allowable Costs

Funds provided pursuant to the Contract shall be expended by Contractor in accordance with the program budget.

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

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 the Contract.

D. Supplanting of Funds

In accordance with the Commission's Supplantation Policy, Contractor shall not supplant any Federal, State, or County funds intended for the Contract with any funds made available under the Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission, with respect to that portion of its obligations that has been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to the Contract, either directly or indirectly, as a contribution or

compensation for the purpose of obtaining revenue from other sources without the prior written approval of the Commission.

E. Payment of Taxes

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

F. 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.

G. Administrative Costs Compliance Requirement

Administrative cost definitions must comply with the state commission's guidelines, and the county commission must have a process in place to monitor these costs [Health and Safety Code sections 130140(d)(5) and 130151(b)(2)].

Suggested Audit Procedures:

1. Review meeting minutes to confirm that the commission adopted, in a public hearing and/or meeting, a limit on the percentage of the operating budget that may be spent on administrative functions.
2. Determine whether the administrative costs definition is consistent with the state commission guidelines that define administrative functions.
3. Verify through inquiry and inspection whether the county commission has implemented a system to monitor its administrative costs.
4. Include a finding in the Findings and Recommendations section of the audit report if noncompliance is identified through the foregoing audit procedures. The finding should state that future allocations may be withheld.
5. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue, and expenditures.

XI. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of the Contract shall be a material breach of the Contract. In such event, the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in the Contract, may:
- 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
 - Request Contractor provide and implement an action plan to correct the breach within a reasonable timeframe; and/or
 - 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

- Withhold funds pending the duration of the breach; and/or
 - Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
 - Provide a 30-day notice to terminate the 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 the Contract and the balance, if any, shall be paid by the Contractor upon demand.
- B. The Executive Director of the Commission shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.
- C. The Executive Director of the Commission is authorized to exercise Commission's rights with respect to initiating any remedies or termination of the Contract in his/her sole discretion and to give notice as set forth below in the Contract.
- D. The Director of the Contractor is authorized to exercise Contractor's rights with respect to initiating any remedies or termination of the Contract in his/her sole discretion and to give notice as set forth below in the Contract.

XII. TERM

- A. The Contract is effective from **April 8, 2027 – June 30, 2028**, but may be terminated earlier in accordance with the provisions of the paragraph below or Section VII of the Contract.
- B. Notwithstanding the preceding paragraph, the Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on the Commission's behalf.

XIII. GENERAL PROVISIONS

- A. Notices

When notices are required to be given pursuant to the Contract, the notices shall be in writing, sent via email to the representative at the following respective addresses listed below.

Commission: First 5 San Bernardino

735 E. Carnegie Drive, Suite 150

San Bernardino, CA 92408

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor if debts and wages have not been paid on a current basis.
- C. Nothing contained in the Contract shall be construed as creating a joint venture,

partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto.

- D. Contractor agrees that any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when reduced to writing, executed and attached to the original Contract, and approved by the person(s) authorized to do so on behalf of Contractor and Commission.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed, and approved by the authorized representatives of both parties as an amendment to the Contract. No oral understanding or Contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any Contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
- G. The parties acknowledge and agree that the Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to the Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court that would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.
- H. Contractor understands and agrees that all legal fees or costs associated with lawsuits against Commission concerning the Contract shall be Contractor's sole expense and shall not be charged as a cost under the Contract. In the event of any Contract dispute hereunder, each party to the Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

XIV. NONDISCRIMINATION

A. General

Contractor shall not engage in any unlawful discriminatory practices in providing services, employment of personnel, or in any other respect based on race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

B. Americans with Disabilities Act/Individuals with Disabilities

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination based on disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable Commission Staff if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

C. Employment and Civil Rights

Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program

Contractor 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 Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and 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.

2. Civil Rights Compliance

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect based on race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, of the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of the Contract in all subcontracts to perform work under the Contract.

D. Sexual Harassment

Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

XV. IMPROPER CONSIDERATION

Applicant Agency 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 RFA.

The Commission, by written notice, may immediately reject any submission 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 submission 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.

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

XVII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The Commission reserves the right to request the information described herein from the Applicant Agency selected for Contract award. Failure to provide the information may result in disqualification from the selection process and no award of Contract to the Applicant Agency. The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Applicant Agency 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 Applicant Agency may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, 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 within the last ten years, 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 Applicant Agency 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 Applicant Agency may be asked to disclose whether the firm, or any of its partners, principals, members, associates, or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm 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 Applicant Agency will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision, "key employees" include any individuals who provide direct service to the Commission. "Key employees" do not include clerical personnel providing service at the Applicant Agency's offices or locations.

XVIII. REFERENCE DOCUMENTS

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

1. Americans with Disabilities Act (42 U.S.C. section 12101 et seq.)
[\[http://www.ada.gov/pubs/ada.htm\]](http://www.ada.gov/pubs/ada.htm)
2. California Department of Social Services Manual of Policies and Procedures
[\[https://www.cdss.ca.gov/ord/entres/getinfo/pdf/ssman1.pdf\]](https://www.cdss.ca.gov/ord/entres/getinfo/pdf/ssman1.pdf)
3. Clean Air Act (42 U.S.C. section 7606)
[\[http://www4.law.cornell.edu/uscode/html/uscode42\]](http://www4.law.cornell.edu/uscode/html/uscode42)
4. Clean Water Act (33 U.S.C. section 1368)
[\[http://www4.law.cornell.edu/uscode/html/uscode33\]](http://www4.law.cornell.edu/uscode/html/uscode33)
5. Environmental Tobacco Smoke (20 U.S.C. section 6081 et seq.), also known as the

- Pro-Children Act of 1994 [<http://www4.law.cornell.edu/uscode/html/uscode20>]
6. Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 19730) and Environmental Protection Agency regulations (40 C.F.R., part 32) [<http://www4.law.cornell.edu/cfr>]
 7. Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 19860] and Debarment, Suspension, And Other Responsibility Matters (45 C.F.R, part 76) [<http://www4.law.cornell.edu/cfr>]
 8. California Government Code section 6250 et seq. [https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=6250.&lawCode=GOV]
 9. California Government Code section 87100 et seq. [https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=87100.&lawCode=GOV]
 10. Office of Management and Budget (OMB) Circulars [<http://www.whitehouse.gov/omb/circulars/>]
 11. California Penal Code section 11105.3 [https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PEN§ionNum=11105.3]
 12. San Bernardino County Policy (11-10) - Recycled products [<https://wp.sbcounty.gov/wp-content/uploads/sites/3/2020/09/11-10-Local-Preference-Policy.pdf>]
 13. State Energy Conservation Plan (California Code of Regulations Title 20, section 1401 et seq.) [<http://www.oal.ca.gov>]
 14. Title VII of the Civil Rights Act of 1964 [<https://www.eeoc.gov/statutes/title-vii-civil-rights-act-1964>]
 15. California Welfare and Institutions Code section 10000 et seq [[https://codes.findlaw.com/ca/welfare-and-institutions-code/wic-sect-10000/#:~:text=California%20Welfare%20and%20Institutions%20Code%20\(WIC\)%20%C2%A7,Westlaw.%20However%2C%20a%20Westlaw%20subscription%20is%20required.](https://codes.findlaw.com/ca/welfare-and-institutions-code/wic-sect-10000/#:~:text=California%20Welfare%20and%20Institutions%20Code%20(WIC)%20%C2%A7,Westlaw.%20However%2C%20a%20Westlaw%20subscription%20is%20required.)]
 16. First 5 San Bernardino First5sanbernardino.org

XIX. ATTACHMENTS

- Attachment A – Application Narrative
- Attachment B – Budget Template Worksheet
- Attachment C – Statement of Certifications
- Attachment D – Exceptions and Disclosures
- Attachment E – Reportable Conditions
- Attachment F – Subcontractor Information



ATTACHMENT A – APPLICATION NARRATIVE

Application narrative must be completed using the provided template. Narrative responses should relate to the criteria provided and address the items in Section IV. Project Requirements.

1. Please complete the following fields:

Applicant Agency name:	
Agency address and phone number:	
Name and title of the Applicant Agency representative submitting the RFA and email contact:	
Please describe the Applicant Agency including mission, vision, and values:	

2. What is the Applicant Agency type? (Select all that apply)

☐ Child-Serving Agency	☐ Nonprofit Organization	☐ Other: Multi-Sector/ Community Based Organization briefly describe:
☐ Faith-Based Organization	☐ Native Nation/Tribal Organization	
☐ Family Resource Center		

3. Geographic service area: Which San Bernardino County Supervisorial District(s) or Tribal Nation will the Applicant Agency project serve? (Select all that apply)

☐ First District	☐ Fourth District	☐ Tribal Nations: Please provide brief description.
☐ Second District	☐ Fifth District	
☐ Third District		

4. Learning collaborative commitment: Can the Applicant Agency commit a three-member team (one administrator, one frontline staff, one lived expert) to a 12-month, approximately 300-hour learning collaborative?

☐ Yes	☐ No
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5. Please describe Applicant Agency's operational plan to support this team and how the agency will manage regular staff workloads to guarantee full participation in all sessions. (500-word maximum)

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6. Please list the team members' representatives who will commit to participating in approximately 300 hours of specialized training arranged by the Commission:

Administrator/ Supervisor Name:	
Job Title:	
Provide brief descriptions of experience related to this project:	

Frontline Staff Name:	
Job Title:	
Provide brief descriptions of experience related to this project:	

Lived Expert Name:	
Job Title:	
Provide brief descriptions of experience related to this project:	

7. Please identify proficiency level for the staff listed in question #6, in the following foundational training components:

0 = No Knowledge, 1 = Emerging, 2 = Proficient, 3 = Expert

Training Components	Administrator	Frontline Staff	Lived Expert
Infant Early Childhood Mental Health Foundational Training			
The Growing Brain: From Birth to 5 Years Old (from ZERO TO THREE)			
Parents as Teachers			
Home Visiting Competency			
Reflective Supervision			
Understanding levels of prevention: Primary, Secondary, Tertiary			
Science of infant and early childhood development, mental health, trauma-informed, relational health, and dyadic interactions			
SDOH, Six Protective Factors, Prevent System Inequities: Reimagining child welfare and human services, Adverse Childhood Experiences (ACEs)			

FFPS Specific: From Mandated Reporting to Mandated Supporting Initiative (Community Supporting)			
FFPS Specific: Family Well-Being Plan Implementation			
FFPS Specific: Comprehensive Prevention Planning (CPP) efforts			

8. Does the Applicant Agency have a current affiliation or curriculum partnership with Parents as Teachers?

☐ No	☐ Yes (Please specify):
-----------------------------	--

9. Affiliate status: Applicant Agency agrees to establish and maintain good standing as a Parents as Teachers Affiliate site? (Costs are reimbursed through the term of the Contract.)

☐ Yes	☐ No
------------------------------	-----------------------------

10. Cross-System Collaboration: Applicant Agency will actively participate in cross-system collaborative meetings and planning convenings?

☐ Yes	☐ No
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11. Past Performance: Does the Applicant Agency have any historical or current record of unsatisfactory or deficient Contract performance?

☐ No	☐ Yes (Please briefly explain the circumstances and corrective actions taken):
-----------------------------	---

12. Service delivery and target population: Describe current service population and demographics, including the age groups the Applicant Agency serves. (500-word maximum)

13. Service delivery and target population: Upon completion of the training, how will the Applicant Agency incorporate learned skills to improve the delivery of services to expectant parents, children (prenatal to age 5), and their families in San Bernardino County. (500-word maximum)

14. Fiscal Capabilities: Describe Applicant Agency's administrative and fiscal capacity to maintain adequate records, meet reporting requirements, and manage a reimbursement Contract. (500-word maximum)

15. Data Capacity Requirements: Describe Applicant Agency's administrative capacity to report required data. (500-word maximum)

16.RFA Compliance: By checking this box, the Applicant Agency certifies that the agency understands the participation requirements listed in this RFA.

☐ Yes

17.Participation-Based Funding: By checking this box, the Applicant Agency acknowledges that stipend allocations are tied directly to the completion of the required training hours to offset staff time costs.

☐ Yes



ATTACHMENT B – BUDGET TEMPLATE WORKSHEET

Agencies must use this matrix to calculate, project, and lock in the total personnel costs required to support the 300-hour learning collaborative across the 12-month grant cycle.

Cost Category / Personnel Role	Base Hourly Rate / Wage (\$)	Projected Benefits / Fringe (%)	Total Cost Per Hour (\$)	Required Collaborative Hours	Total Projected Grant Cost (\$)
TOTAL CFPP BUDGET VALUE	—	—	—	—	

Budget Guidance Notes:

- **Fringe Benefits:** Include FICA, health insurance, and workers' compensation for regular payroll employees.
- **Lived Expert Tax Status:** Usually classified as a 1099 Independent Contractor or temporary casual employee. Ensure federal tax thresholds are monitored.
- **PAT Fees & Travel:** These are 100% cost-reimbursable out of the RFA stipend pool.



BUDGET TEMPLATE WORKSHEET
EXAMPLE – FOR REFERENCE ONLY

Agencies must use this matrix to calculate, project, and lock in the total personnel costs required to support the 300-hour learning collaborative across the 12-month grant cycle.

Cost Category / Personnel Role	Base Hourly Rate / Wage (\$)	Projected Benefits / Fringe (%)	Total Cost Per Hour (\$)	Required Collaborative Hours	Total Projected Grant Cost (\$)
1. Administrator / Supervisor	\$55.00	25%	\$68.75	300	\$20,625.00
2. Frontline Provider Staff	\$32.00	25%	\$40.00	300	\$12,000.00
3. Lived Expert Partner	\$45.00	0%	\$45.00	300	\$13,500.00
4. Parents as Teachers (PAT) Fees	—	—	—	—	\$1,500.00 (Est. Affiliation Fee)
5. Participant Travel & Mileage	—	—	—	—	\$1,200.00 (GSA Standard Rate)
TOTAL CFPP BUDGET VALUE	—	—	—	—	\$48,825.00

Budget Guidance Notes:

- **Fringe Benefits:** Include FICA, health insurance, and workers' comp for regular payroll employees.
- **Lived Expert Tax Status:** Usually classified as a 1099 Independent Contractor or temporary casual employee. Ensure federal tax thresholds are monitored.
- **PAT Fees & Travel:** These are 100% cost-reimbursable out of the RFA stipend pool.



ATTACHMENT C – STATEMENT OF CERTIFICATIONS

STATEMENT		AGREE (Initial)	DISAGREE WITH REQUIREMENT (Initial and explanation in Attachment D – Exceptions and Disclosures)
1.	Assigned staff will participate in CFPP training as described in the Request for Application (RFA), beginning April 8, 2027, through June 30, 2028.		
2.	The offer made in the application is firm and binding for 180 days from the date the application is opened and recorded.		
3.	All declarations in the application and any attachments are true and shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the application, including cost, have been determined independently, without consultation with any other prospective Applicant Agency or competitor, to restrict competition.		
5.	Applicant Agency agrees that all aspects of the RFA and the application submitted shall be binding if the application is selected and a Contract is awarded.		
6.	Applicant Agency will provide the Commission with any other information that the Commission determines necessary for an accurate determination of the Applicant Agency's ability to perform services as stated in the RFA.		
7.	If selected, the Applicant Agency agrees to comply with all applicable rules, laws, and regulations.		
8.	Applicant Agency agrees to the right of the County, State, and Federal governments to audit the Applicant Agency's financial and other records.		
9.	Will permit official representatives of First 5 San Bernardino to access its facilities, staff, and records to conduct pre-award correspondence and/or site visits in connection with this application.		
10.	Hereby authorizes First 5 San Bernardino to contact any references and/or sources named herein to verify funding, accreditation, performance, and other information deemed necessary for review of this application.		

Print Name	Signature (<i>Authorized Signer</i>)
Agency/Company	Date
Address	



ATTACHMENT D – EXCEPTIONS AND DISCLOSURES

Applicant Agency has reviewed the RFA 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

Applicant Agency reports the following:

Name of Authorized Representative	Signature of Authorized Representative
Title	Date



ATTACHMENT E – REPORTABLE CONDITIONS

STATEMENT		NONE TO DISCLOSE (Initial)	DISCLOSURES (Initial and explanation in Attachment D - Exceptions/ Disclosures)
1	Former County Officials		
2	Similar Contracts		
3	Terminated Contracts		
4	Current Contracts		
5	Controlling Interest		
6	Financial Interest		
7	Pending Litigation		
8	Convictions or adverse court rulings		

Print Name	Signature (<i>Authorized Signer</i>)
Agency/Company	Date
Address	



ATTACHMENT F – SUBCONTRACTOR INFORMATION

Subcontractor Name <i>(name of the lived-expert consultant if applicable):</i>	
Name And Title of Proposer's Contact Person:	
Mailing Address:	
Telephone Number:	
Email Address:	
Federal Employer Identification Number:	
Number of years under current name:	
% of the total work of the proposal:	
Justification for Subcontracting: (Work)	
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 and perform all work as indicated above and will comply with all items as indicated in Section X of the RFA 26-02. I have attached an MOU to this sheet for Commission review.	
Print Name	Signature
Title	Date

ATTACHMENT G
FEDERAL CONTRACTING PROVISIONS

A. Clean Air Act and the Federal Water Pollution Control Act (42 USC §§ 7401-7671q, 33 USC §§ 1251-1387.)

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

B. Procurement of Recovered Materials (45 CFR § 75.331)

1. Contractor shall comply with the provisions of section 6002 of the Federal Solid Waste Disposal Act, as amended by the federal Resource conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.
2. This provision does not apply if the items cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
3. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

4. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

C. Prohibited Telecommunications and Video Surveillance Equipment and Services (2 C.F.R. §200.216)

Contractor certifies that it will not use contract funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

“Covered telecommunications equipment or services” means those equipment and services defined at 2 C.F.R. §200.16(b).

D. Domestic Preference for Procurements (2 C.F.R. § 200.322)

Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

E. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

[certification continued on next page]

ANTI- LOBBYING CERITIFICATION

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date