



**Request for Applications
RFA 17-01**

for

**AmeriCorps Child Welfare System (CWS) Program
Utilizing the Nurturing Parenting Program**

**First 5 San Bernardino
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San Bernardino, CA 92408
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I. INTRODUCTION

Purpose

The Children and Families Commission for San Bernardino County (First 5 San Bernardino) was created in December, 1998 in order to realize the benefits of Proposition 10 (California Children and Families Act) for the County's youngest residents and their families. The act created a program for the purpose of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age, under the guidance of the Children and Families Commission for San Bernardino, and in collaboration with the community and agencies providing services to children. Since 1998, First 5 San Bernardino (F5SB) has invested more than \$187 million dollars to ensure a better future for children age 0-5 and their families.

With many years of data collected and analyzed, F5SB is able to articulate specific needs of children and their families from a systems building perspective. This has guided not only the revision of the F5SB Strategic Plan but also development of the initiative to assist families and communities in being engaged, supported and strengthened through culturally effective resources and opportunities that assist them in nurturing, caring, and providing for their children's success and well-being.

In 2015, F5SB invested in Family and Community Support Partnerships for Family Support Services (FCSP-FSS) as the selected initiative to support goals under First 5's Strategic Priority Area 1 – Children and Families.

Analysis of data from the most recent Commission investments indicates that the greatest positive gains for families were attained from the parenting education component with a structured case management component.

As a result of positive outcomes experienced by F5SB with their current FCSP-FSS contracts utilizing the Nurturing Parenting curriculum, F5SB seeks to expand the reach and implement the Child Welfare Services (CWS) AmeriCorps Program. F5SB will fund two (2) AmeriCorps positions to serve families at one selected agency that is not currently funded as a FCSP-FSS contractor. The purpose in designing this opportunity is to partner with Prevent Child Abuse California (PCA CA) to establish the protocol of the Nurturing Parenting Program (NPP) dosage level for the Child Welfare System Improvement CWS AmeriCorps Program, administered by PCA CA.

There are distinct Roles and Responsibilities for each participating CWS AmeriCorps Program agency/member:

- A. PCA CA serves as the lead agency for the CWS AmeriCorps Program, in collaboration with Partner Agencies in various counties around the state of California. PCA CA is part of The Child Abuse Prevention Center, which serves as a Nurturing Parenting Center and employs NPP certified trainers. PCA CA provides Partners with intensive training in NPP as well as ongoing technical assistance and refresher trainings.
- B. First 5 San Bernardino is responsible for recruiting, hiring, and supervising CWS AmeriCorps members. The F5SB Supervisor and participating AmeriCorps members must be trained in NPP (at least 24 hours of training, usually 4 days of 6-hr trainings during a week near the beginning of the member's term of service).
- C. Contractor Site Supervisors provide additional trainings and support to members and oversight for the NPP component of their specific program design. Site Supervisors collaborate with others in the community to establish referrals for at-risk parents to be connected to NPP. Site Supervisors also ensure that reporting requirements are met.
- D. CWS AmeriCorps members have committed to a term of National Service. Members must be open minded and willing to receive intensive NPP training, and then assist their

hosting agency with implementing the NPP component of their programs. Members will facilitate NPP lessons directly with parents, including Veteran parents, as well as case management with participants, and will complete the required reporting documentation and processes.

Agencies applying for this opportunity must have provided Nurturing Parenting Programs for a minimum of two years and must not be currently funded by First 5 San Bernardino under the FCSP-FSS Initiative. The selected host agency will be required to utilize the AmeriCorps members to provide Nurturing Parenting Programs (NPP) and case management services to families at risk of entering the Child Welfare System (CWS).

Minimum Requirements

Agency(s) must:

1. Have expertise and two (2) years experience in delivering the Nurturing Parenting Program.
2. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate program deliverables are adhered to.
3. Ensure that AmeriCorps member collects and organizes performance data on an ongoing basis, tracks progress toward meeting the Performance Measures (**Attachment A**), and corrects performance deficiencies promptly. Contract agency is also responsible for managing the day-to-day service activities of the CWS AmeriCorps Program and NPP program participants.
4. Meet other requirements listed in this RFA.
5. **FISCAL PROVISIONS: There shall be no financial remuneration to or from either party for any services provided as part of this agreement.**

Questions

Questions regarding the contents of this RFA must be submitted in writing on or before **12 P.M. PST, Friday, January 13, 2017 and directed to the individual listed below. The questions and answers will be compiled and posted on the First 5 San Bernardino website as an addendum to this RFA.**

Correspondence

All correspondence, **including qualifications submissions and questions**, are to be submitted in writing to:

First 5 San Bernardino
ATTN: AmeriCorps (CWS) Program RFA 17-01
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408

Mary Jaquish, Program Supervisor; mjaquish@cfc.sbcounty.gov

Admonition to Agency(s)

Once the RFA has been issued and during the evaluation process, the individual identified above is the sole contact point for any inquiries relating 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 proposing agency. It is the responsibility of the proposing agency to ensure that the RFA questions arrive in a timely manner.

Qualifications Submission Deadline

All qualifications submissions must be received at 735 E. Carnegie Drive, Suite 150 San Bernardino, CA 92408 no later than 4 P.M. (PST) on February 3, 2017. Facsimile or electronically transmitted submissions will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late submissions will not be considered.

II. PROJECT TIMELINE

ACTIVITY	DATE
RFA Release	<i>Wednesday, January 4, 2017</i>
Deadline for Question Submissions	<i>Friday, January 13, 2017 No later than 12 Noon, PST</i>
Deadline for Proposal Submission	<i>Friday, February 3, 2017 No later than 4:00 P.M. PST</i>
Tentative date to inform of Unsuccessful Proposals at the <u>Administrative Phase</u> (No Appeal)	<i>Tuesday, February 7, 2017</i>
Tentative date to inform of Unsuccessful Proposals	<i>Friday, February 10, 2017</i>
Tentative Deadline to request Appeal	<i>Wednesday, February 15, 2017</i>
Tentative date for Commission Approval of Contracts	<i>Wednesday, March 1, 2017</i>
Tentative Start Date for Contract(s)	<i>Thursday, March 2, 2017</i>

The above dates are subject to change as deemed necessary by the Commission.

III. QUALIFICATIONS CONDITIONS

Contingencies

- Award for this program is contingent on the availability of California Children and Families Trust Fund monies. This RFA does not commit the Commission to award a contract. **There shall be no financial remuneration to or from either party for any services provided as part of this agreement.**
- The Commission will award a contract based on the qualifications that best meet the needs of the Commission.
- The Commission reserves the right to accept or reject any or all qualifications submissions if the Commission determines it is in the best interest of the Commission to do so. The Commission will notify proposer(s) in writing, if the Commission rejects all qualifications submissions.

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.

Qualifications Submission

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

Best Value Evaluation Process

The Commission will award a contract(s) based on the proposal(s) that best meets the needs of children age 0-5 and their families as demonstrated through reliable data sources, alignment with the First 5 San Bernardino Strategic Plan and ability to obtain and demonstrate measurable outcomes. At the Commission's discretion, considerations such as population demographics and geography may also factor into a decision as to which services and/or products provide the best value to the Commission. Other considerations may include:

- (a) Qualifications of key staff
- (b) Relevant program/service experience
- (c) Past performance demonstrated by reliable outcomes data
- (d) Strength of outreach and marketing strategies
- (e) Any other relevant factors listed in the RFA.

Inaccuracies or Misrepresentations

If in the course of the RFA process or in the administration of a resulting contract, the Commission determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, the proposer(s) 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 a termination under this provision, the Commission is entitled to pursue any available legal remedies.

Incurred Costs

This RFA does not commit the Commission to pay any costs incurred in the preparation of a qualifications submission in response to this request and proposer agrees that all costs incurred in developing the qualifications submission is the proposer's responsibility.

Qualifications Packet Confidentiality

Proposer(s) should be aware that qualifications submissions are subject to the California Public Records Act (Government Code section 6250 et seq.). If any proposer's submission contains trade secrets or other information, which is proprietary by law, the proposer must notify the Commission of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the qualifications. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

The Commission will review the request and notify the proposer in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the proposer has the option of withdrawing the submission or advising the Commission of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the proposer as confidential or proprietary and if the Commission has made a determination as to the confidential or proprietary nature of the information, the Commission will notify the proposer of

the request. The proposer will have an opportunity to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

Negotiations

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

Local Preference Policy

The County of San Bernardino (County) and the Commission have adopted a preference for vendors whose principal place of business is located within the boundaries of the County. More information can be found in the link provided on Page 11, Reference Documents.

IV. PROJECT REQUIREMENTS

Announcement

First 5 San Bernardino, hereafter referred to as the "Commission or F5SB," is seeking proposals from qualified organizations, hereinafter referred to as "Proposers," or "Contractors," to serve as the host for two (2) AmeriCorps members and provide reasonable accommodations for AmeriCorps members to assist families in a one-to-one or small group setting to meet performance objectives. Allow service sites to display signage with national service identification as provided by First 5 San Bernardino and Prevent Child Abuse California. Agree to adhere to 45 CFR Chapter XXV §2520-2550 and AmeriCorps Provisions as a host for sites under the oversight of the Commission as Project Administrator. These documents are available for reference at: <http://www.nationalservice.gov/build-your-capacity/grants/managing-AmeriCorpss-grants> and <http://www.gpo.gov/fdsys/pkg/CFR-2012-title45-vol4/pdf/CFR-2012-title45-vol4-subtitleB-chapXXV.pdf>

Period of Contract

One contract will be awarded through this RFA commencing March 2, 2017 through September 30, 2017. The Commission may, but is not obligated to, extend the awarded contract(s) for one (1) additional year as needed. The Commission reserves the right, after contract endorsement, to amend the resulting contract as needed through the term of the contract to best meet the needs of all parties.

Minimum Proposer Requirements

Proposers must:

- (a) Have a minimum of two (2) year-history of demonstrated capacity providing like-services as proposed serving children 0-5 and their families.
- (b) Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
- (c) Have the ability to maintain adequate files and records and meet statistical reporting requirements.
- (d) Have the administrative capacity to provide management of the AmeriCorps members.
- (e) Meet other presentation and participation requirements listed in this RFA.
- (f) Have the capacity to effectively outreach, advocate and market program services.

Program Description & Objectives

For the past seven years, First 5 San Bernardino (F5SB) has partnered with the Prevent Child Abuse California (PCA CA) AmeriCorps program by investing matching dollars to support positions providing school readiness activities in preschools throughout San Bernardino County.

AmeriCorps State and National is a service program that grants funding to a broad network of public and nonprofit organizations to provide assistance in recruiting, training and supervising AmeriCorps members to meet critical community service needs.

In conjunction with school readiness activities, F5SB has adopted the Strengthening Families Framework to be integrated into programs for its design to utilize the five protective factors that contribute to families being safe, healthy, nurturing and self-sustaining. When these Protective Factors are present and robust, families are less likely to experience child abuse or neglect, and are more equipped to create environments for young children's optimal development. The protective factors framework is in alignment with the First 5 San Bernardino Mission and Vision and First 5 San Bernardino Strategic Plan.

Through the Investing in Children RFP, released in 2011, First 5 San Bernardino (F5SB) sought to support improved parenting and family self-sufficiency outcomes for parents and caregivers of children 0-5 through NPP. Analysis of data from the most recent Commission investments indicates that positive gains for families were attained from the parenting education component.

Through this RFA 17-01, the Commission seeks to recruit an agency to host two (2) AmeriCorps members to participate in PCA CA CWS AmeriCorps Nurturing Parenting Program, for a six-month term.

Objective

1. The objective of this RFA through the CWS AmeriCorps Program is to provide two (2) AmeriCorps members in service to one agency. The goal for the one agency to host two (2) AmeriCorps members is to gain improved family outcomes and the reduction of child abuse for parents/caregivers of children age 0-5 by investing in services to families in need of the skills consistent with the Five Protective Factors.
2. Parents will receive crisis intervention and parenting education services. Parents will not enter/re-enter the Child Welfare System. Parents will reduce their risk for child abuse and neglect behaviors, increase their parenting knowledge, and decrease their level of stress. Veteran parents will complete Corporation for National and Community Service (CNCS)-supported crisis support and parenting education assistance.
3. The First 5 San Bernardino Strategic Plan identifies Children and Families in Strategic Priority Area (SPA) 1, through Goal 1.3 – Family and Community Support and Partnerships, of which three of the objectives are included in this RFA:
 - Children are free from abuse and neglect
 - Parents provide developmentally appropriate care
 - Families are resilient

These objectives support Goal 1.3 that “Families and communities are engaged, supported, and strengthened through culturally effective resources and opportunities that assist them in nurturing, caring, and providing for their children’s success and well-being.” The results of implementing the CWS AmeriCorps Program will be defined by Performance Measure Targets listed in Attachment A.

The CWS AmeriCorps Program model will utilize the evidence-based Nurturing Parenting Program as the primary service delivery with case management as a supportive service.

Program Requirements

Recognizing that all young children and their families deserve the same opportunities to succeed, regardless of demographic, geographic or economic considerations, First 5 San Bernardino will invest in programs that support improved family outcomes through various approaches to strengthening the families of children 0-5. From a targeted, systematic approach

these programs support the goal that “Families and communities are engaged, supported, and strengthened through culturally effective resources and opportunities that assist them in nurturing, caring, and providing for their children’s success and well-being.” In addition to the minimum requirements outlined in RFA.

Program Restrictions

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

Program Definitions

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

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

Adult-Adolescent Parent Inventory (AAPI): An inventory designed to assess the parenting and child rearing attitudes of adult and adolescent parent and pre-parent populations. Based on the known parenting and child rearing behaviors, responses to the inventory provide an index of risk for practicing behaviors known to be attributable to child abuse and neglect.

AmeriCorps: Is a community service program that is funded by the government and participating community partners, which is designed to help communities meet the specified needs in their area community projects. Service programs strengthen communities, encourage responsibility, expand opportunities for education, provide service experience, and increase life skills.

Basic Needs: Necessities to meet the food, shelter, and immediate safety needs of a parent and/or child. These resources are meant to address an immediate need.

Child Welfare System (CWS): The child welfare system is a group of services designed to promote the well-being of children by ensuring safety, achieving permanency, and strengthening families to care for their children successfully. While the primary responsibility for child welfare services rests with the States, the Federal Government plays a major role in supporting States in the delivery of services through funding of programs and legislative initiatives

Demonstrated Outcomes: Data supported evidence that indicators addressed through the program demonstrate marked improvement.

Dosage: The frequency and level of exposure to services offered to the participant.

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

Five Protective Factors: The protective factors are: Parental Resilience, Social Connections, Knowledge of Parenting and Child Development, Social and Emotional Competence of Children and Concrete Support in Times of Need.

Nurturing Skills Competency Scale (NSCS): A comprehensive criterion referenced measure designed to gather demographic data of the family, as well as knowledge and utilization of Nurturing Parenting Practices. The data generated from the pre-post administration and NSCS allows parents and staff an opportunity to measure changes in family life, knowledge and utilization of Nurturing Parenting practices.

Nurturing Parenting: Evidence/research based curriculum that is a family-centered and trauma-informed initiative designed to build nurturing parenting skills and child-rearing

practices. The programs feature activities to foster positive parenting skills and self-nurturing, home practice exercises, family nurturing time, and activities to promote positive brain development in children birth to 18 years.

Outcome: The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all program activities must yield a measurable change.

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

Parent-Peer: Parents assisting other parents by advocating, guiding and providing moral support as they navigate systems and services.

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

Prevent Child Abuse California (PCA CA) – A California-based national and international training, education, research, and resource center dedicated to protecting children and building healthy families and the State liaison for contracting with organizations for AmeriCorps members.

Reasonable Rate of Success: Total number of program participants expected to successfully complete the program meeting the outcome targets.

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

Research Based: See evidence-based. Using research for determining best practices.

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

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

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

Unduplicated Clients: Clients who are counted as receiving service for the first time in a fiscal year.

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

Reference Documents

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

1. Americans with Disabilities Act [<http://www.ada.gov/>]
2. California Department of Social Services Manual of Policies and Procedures Divisions 21 and 23, sections 600, 602, and 604
[<http://www.cdss.ca.gov/ord/entres/getinfo/pdf/ops0102.pdf>]
3. Clean Air Act (42 U.S.C. section 7606)
[http://www.law.cornell.edu/uscode/html/uscode42/usc_sec_42_00007606----000-.html]
4. Clean Water Act (33 U.S.C. section 1368)
[http://www.law.cornell.edu/uscode/html/uscode33/usc_sec_33_00001368----000-.html]

5. Environmental Tobacco Smoke (20 U.S.C. section 6081 et seq.), also known as the Pro-Children Act of 1994 [<http://www.gpo.gov/fdsys/pkg/USCODE-2011-title20/html/USCODE-2011-title20-chap68-subchapX.htm>]
6. Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250 [<http://www.dol.gov/ofccp/regs/statutes/eo11246.htm>]
7. Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 19730)] and Environmental Protection Agency regulations (40 C.F.R., part 32) [<http://www.epa.gov/isdc/eo11738.htm>]
8. Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 19860)] and Debarment, Suspension, And Other Responsibility Matters (45 C.F.R, part 76) [<http://www.epa.gov/isdc/eo12549.htm>]
9. California Government Code section 6250 et seq. [<http://www.leginfo.ca.gov/calaw.html>]
10. California Government Code section 87100 et seq. [<http://www.leginfo.ca.gov/calaw.html>]
11. Office of Management and Budget (OMB) Circulars [<http://www.whitehouse.gov/omb/circulars/>]
12. California Penal Code section 11105.3 [<http://www.leginfo.ca.gov/calaw.html>]
13. State Energy Conservation Plan (California Code of Regulations Title 20, section 1401 et seq.) [<http://ccr.oal.ca.gov/default.htm>]
14. Title VII of the Civil Rights Act of 1964 [<http://www.eeoc.gov/policy/vii.html>]
15. California Welfare and Institutions Code section 10000 et seq. [<http://www.leginfo.ca.gov/calaw.html>]
16. First 5 San Bernardino [<http://www.first5sanbernardino.org>]
17. Nurturing Parents Program [<http://www.nurturingparenting.com/>]
18. Strengthening Families Protective Factors Framework [<http://www.cssp.org/reform/strengthening-families/the-basics/protective-factors>]

V. CONTRACT REQUIREMENTS

The Contract funded through this RFA may include the terms contained below.

Contractors General and Service Responsibilities

1. Serve as the host for site and provide reasonable accommodations for AmeriCorps members to assist families in a one-to-one or small group setting to meet performance objectives. Supervise AmeriCorps Members and sign weekly timesheets for AmeriCorp service hours.
2. Contractor will collaborate with First 5 staff in the recruitment and selection process related to hiring the two (2) AmeriCorps Members.
3. Will allow service sites to display signage with national service identification as provided by First 5 San Bernardino and Prevent Child Abuse California.
4. Contractor will provide at Contractor's expense and/or in kind reasonable work space and computer equipment usage for AmeriCorps members to provide support to families consistent with the program design/model and to input specific data collection information requested by Prevent Child Abuse California and/or the Commission in the web based data system.
5. Agree to adhere to 45 CFR Chapter XXV §2520-2550 and AmeriCorps Provisions as a host for sites under the oversight of the Commission as Project Administrator. These documents are available for reference at: <http://www.nationalservice.gov/build-your-capacity/grants/managing-AmeriCorpss-grants> and <http://www.gpo.gov/fdsys/pkg/CFR-2012-title45-vol4/pdf/CFR-2012-title45-vol4-subtitleB-chapXXV.pdf>

6. Contractor shall provide all NPP services identified in the Contract.
7. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available on the Commission website at www.first5sanbernardino.org.
8. Contractor shall coordinate with appropriate agencies whenever possible to enhance service provision. Veteran parents will receive supported crisis support and parenting education assistance.
9. Contractor shall deliver Performance Measure Targets as specified in Attachment A, which will be a part of the Contract. Contractor must ensure that AmeriCorps Members provide evidence of achievement as identified in the verification tools. The verification tools must be approved by the Prevent Child Abuse California and/or the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.
10. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.
11. Contractor's specific data collection information requested by Prevent Child Abuse California and/or the Commission will be placed in the web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the data collection system, the information in the system will take precedence when evaluating the Contractor's performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system is true and correct, as it relates to the program deliverables and/or other program specific data collection information requested by the Prevent Child Abuse California and/or the Commission, and fully captures the intent and outcomes of the program/project for the term identified in the RFA.

Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children age 0-5. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children age 0-5.

Contractor Capacity

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

Contract Assignability

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

Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an

independent contractor without obtaining prior approval from the Executive Director of the Commission, or authorized designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

Former Commission Administrative Officials

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

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

Subcontracting

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

Recordkeeping

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

Failure to maintain acceptable records per the preceding requirements shall be grounds for termination of the Contract.

Change of Address

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

Staffing and Notification

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

Contractor Primary Contact

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

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

Responsiveness

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

Grievance Policy

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

Governing Board

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

Confidentiality

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

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

Child Abuse Reporting

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

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

verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

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.

Conditions of Employment

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

Meeting Attendance

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

Indemnification and Insurance Requirements

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

- a) Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- b) Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

- c) Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
- d) Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
- e) Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
- f) Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- g) Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII."
- h) Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- i) Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.
- j) Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or

higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission's risk.

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

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

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

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

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

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.

- 2) Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- i. Premises operations and mobile equipment.
- ii. Products and completed operations.
- iii. Broad form property damage (including completed operations).
- iv. Explosion, collapse and underground hazards.
- v. Personal injury
- vi. Contractual liability.
- vii. \$2,000,000 general aggregate limit.

- 3) 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.

- 4) Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- 5) Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

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

or

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

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

Licenses and Permits

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

Health and Safety

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

Contract Compliance/Equal Employment Opportunity

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

Americans with Disabilities Act

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

Attorney's Fees

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

2-1-1 Registration

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

Ownership Rights

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

Attribution

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

Incongruous Activities

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

Reports

Contractor will ensure, in a timely and accurate manner, AmeriCorps members submit reports on designated key aspects of the project as required by the PCA CA and/or Commission.

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.).

Environmental Regulations

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

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

Debarment, Suspension, and Other Responsibility Matters

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

- a. The Contractor certifies that it and any potential subcontractors:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;
 - 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
 - 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
- b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

Recycled Paper Products

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

VI. COMMISSION RESPONSIBILITIES

1. Commission shall verify performance results of Contractor according to and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.
2. In order to increase efficiency in hiring and retention and to ensure consistency and compliance in the recruitment and selection process, First 5 staff will be required to work together with selected Contractor to complete and/or approve recruitment related to hiring the two (2) AmeriCorps Members.
3. Commission shall specify all reports and deliverables required from the Contractor.
4. Commission shall provide technical assistance as deemed necessary.
5. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within 15 days of the Contract approval date.
6. Recruit AmeriCorps members to gain improved family outcomes and the reduction of child abuse for parents/caregivers of children age 0-5 by investing in services to families in need of the skills consistent with the Five Protective Factors.
7. Supervise AmeriCorps members as outlined in the Program Scope of Services of the Commission's contract with AmeriCorps.

8. Provide resources that will assist AmeriCorps members in providing supportive services to families enrolled in the Nurturing Parenting Program.
9. Identify a management liaison to interact with Contractor regarding AmeriCorps member's attendance, verification of timecards, and performance of service delivery.
10. Provide information related to Commission resources available, as requested for families in need.
11. As the Project Administrator, maintain project oversight and fiscal responsibilities as identified in the PCA CA Contract. During the term of the Contract between PCA CA and First 5 San Bernardino, F5SB will make a cash match contribution, as outlined in PCA CA and First 5 contract. The cash match contribution will be applied against expenditures for two (2) AmeriCorps members. The cash match contribution does not represent fee for service. The cash match contribution represents a combination of Program Operating Costs and Direct Member Costs. Including AmeriCorps member living allowances and associated payroll taxes, including FICA and Workers' Compensation.
12. Ensure that any/all national service signage displayed at service sites is in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives.

Fiscal Provisions

This is a non-financial agreement. However, selected Contractor will benefit by receiving two (2) AmeriCorps members to enhance your existing program.

Right to Monitor and Audit

1. Right to Monitor and Audit

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

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

2. Availability of Records

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

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

3. Assistance by Contractor

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

1. 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
2. Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
3. Immediately terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission.
4. The Executive Director of the Commission shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.
5. The Executive Director of the Commission is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

VIII. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity/Civil Rights

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

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

B. Civil Rights Compliance

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

C. Employment of Former Commission Administrative Officials

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

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

IX. IMPROPER CONSIDERATION

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

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

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

X. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

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

XI. CALIFORNIA PUBLIC RECORDS ACT

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

NOTICE

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

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

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

XII. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFA, to include all attachments, exhibits (as applicable), and addendum and agrees that all requirements of this RFA have been satisfied.
2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFA. The page limit for proposals is 10 (ten pages) on 8 ½ x11 paper with one (1') inch margins. Expensive bindings, folders, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFA instructions, responsiveness to the RFA requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this RFA. A proposal may not be considered if it is conditional or incomplete.

Proposals must be received at the 735 E. Carnegie Drive, Suite 150, San Bernardino, CA 92408, no later than the date and time specified in the RFA Deadline.

All proposals and materials submitted become the property of the Commission

B. Qualifications Presentations

1. An original, which may be bound with a binder clip and 1 copy is required. The original copy must be clearly marked "Master Copy". If one copy is not clearly marked "Master Copy", the submission may be rejected.
2. All qualifications submissions must be submitted on 8 ½ " by 11" paper with single sided printing, unless specifically shown to be impractical, with no less than 1" top, bottom, left and right margins. Submissions must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Submission Format

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

1. Cover Page - A letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the Proposer submitting the qualifications submission, which must include the following information:
 - a. A statement that the qualifications are submitted in response to the CWS AmeriCorps Program, Utilizing the Nurturing Parenting Program RFA 17-01.
 - b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the Commission on behalf of the Proposer.
 - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit the qualifications on behalf of the Proposer.
 - d. A list of Former Commission Administrative Officials affiliated with the organization/firm. If none, so state.
2. Table of Contents - A complete table of contents for the entire qualifications submission with respective page numbers opposite each topic.
3. Proposal Narrative – Should address, but not be limited to, all items listed in RFA and Attachment A. Proposal at minimum must include:
 - Program description strategy and experience.
 - Proposed utilization of AmeriCorps Member.
 - Target population and service area.
4. Insurance

Provide proof of insurance or a statement that the Proposer will obtain insurance in the amounts and coverages stated in the RFA (pages 15-18) Indemnification and Insurance Requirements prior to the delivery of service.

XIII. QUALIFICATIONS EVALUATION AND SELECTION

A. Evaluation Process

All qualifications submissions will be subject to a standard review process developed by the Commission. A primary consideration shall be the effectiveness of the Proposer(s) in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

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

1. Administrative Review - All qualifications submissions will be initially evaluated to determine if they meet the following minimum requirements:
 - a. Must be complete as set forth in RFA including all required documents, and be in compliance with all the requirements of this RFA.
 - b. Must meet the requirements as stated in the Minimum Requirements as outlined in RFA.

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

2. Critical Evaluation - Submissions meeting the above requirements will be evaluated on the basis of the following criteria, (not necessarily in order of priority):
 - a. Proposed Scope of Services and Strategies
 - b. Readiness to provide services
 - c. Experience
 - d. Staffing levels and qualifications

C. Contract Award

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

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

D. Appeals

In response to a denied award, Proposer may protest, provided the appeal is in writing, is delivered to the address listed, and 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 requirements specified in the RFA and any addenda or amendments; there has been a violation of conflict of interest provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. Only an agency that has submitted a RFA in compliance with the RFA 17-01 and addenda or amendments may present a protest to the Commission. An appeal submitted by any other parties or individuals, including potential subcontractors, employees or unrelated entities, will not be considered and shall be automatically rejected.

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

The appeal must include the following: 1) reference to the CWS AmeriCorps Program RFA 17-01 Appeal; 2) basis of appeal; 3) supporting documentation and statements (optional); and 4) name, position, address, telephone, facsimile numbers, and email for agency point of contact for the appeal.

E. Final Authority

The final authority to award a Contract rests solely with the Children and Families Commission for San Bernardino County.

CWS AmeriCorps Program 2016/17 - Targets for 1 [one] 900-hr member

Attachment A

PRIMARY PERFORMANCE MEASURES TARGETS –				
OUTPUT TARGETS – Supportive Services and Parent Education		Non-Vet	Vet	Total
1	# Parents who received CNCS-supported assistance (any services)	46	1	47
2	# Parents identified as High-Need	23	1	24
3	# Parents complete 5 hours of crisis intervention services	14	1	14
4	# Parents who started Parenting Education (NPP)	7	1	8
5	# Parents who completed Parenting Education (NPP)	6	0	6
OUTCOME TARGETS – Supportive Services and Parent Education		Non-Vet	Vet	Total
6	# Parents who completed 5 hrs of services and decrease their stress by one level	8	1	9
7	# Parents who complete NPP and increase their parenting knowledge by 20%	4	0	4
8	# Parents who complete NPP and reduce their risk for child abuse and neglectful behaviors by one level	4	0	4
9	# Parents who complete NPP and do not enter/re-enter Child Welfare System	4	0	4
OUTPUT TARGETS – Emergency Food Services		Total		
10	# Individuals who receive emergency food from food banks, food pantries, or other nonprofit organizations	24		
OUTCOME TARGETS – Food Security		Total		
11	# Individuals who report increased food security of themselves and their children (household food security) as a result of CNCS-supported service	3		
OUTPUT TARGETS – Information on Health Services		Total		
12	# Individuals who receive information on health insurance, healthcare access, and health benefits programs	16		
OUTCOME TARGETS – Enrolled in Health Insurance/Services		Total		
13	# Individuals who enroll in health insurance, services, and/or benefits programs	8		