



**Request for Proposals  
(RFP 19-02)**

**Family and Community Support and  
Partnerships-Expansion (FCSP-E)**

for  
Children and Families

utilizing  
**Nurturing Parenting Programs and  
Matrix Outcomes Model**

**First 5 San Bernardino  
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(909) 386-7706**

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**Attachments:**

**Exhibit A – FCSP-E Program Funding Requirements and Expectations**

**Exhibit B – FCSP Program Model**

**Exhibit C – FCSP Expansion Model**

**Attachment A – Proposal Submission Checklist**

**Attachment B – Statement of Certification**

**Attachment C – Proposal Narrative Application Template**

**Attachment D – Contract History**

**Attachment E – Reportable Conditions**

**Attachment F – Exceptions and Disclosures**

**Attachment G – Subcontractor Information**

**Attachment H – Financial Capacity (with Audit Reports)**

**I. PROCUREMENT TIMELINE**

ACTIVITY	DATE
A. RFP Release	<i>Thursday, October 31, 2019</i>
B. Mandatory Proposal Conference	<i>Tuesday, November 12, 2019 9:00 A.M. PST – 12:00 P.M. PST</i>
C. Deadline for Question Submissions	<i>Friday, November 15, 2019 No later than 12:00 P.M., PST</i>
<b>D. Deadline for Proposal Submission</b>	<b><i>Friday, January 31, 2020 No later than 4:00 P.M., PST</i></b>
E. Tentative date to inform of <u>Unsuccessful Proposals</u> at the Administrative Phase (No Appeal)	<i>February 14, 2020</i>
F. Tentative date to inform of Award or Unsuccessful Proposal at the Fiscal and/or Program Phase (Opportunity to Appeal)	<i>March 27, 2020</i>
G. Tentative Deadline to request Appeal	<i>April 6, 2020</i>
H. Tentative date for Commission Approval of Contracts	<i>May 6, 2020</i>
I. Tentative Start Date for Contract(s)	<i>July 1, 2020</i>

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

A. Questions

Questions regarding the contents of this RFP must be submitted in writing on or before **12:00 P.M. (Pacific Standard Time [PST]), Friday, November 15, 2019 and directed to the individual listed in Section I, Paragraph B.** All questions will be answered and both the question and answer will be posted on the First 5 San Bernardino Website as an addendum to this RFP.

B. Correspondence

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

**First 5 San Bernardino  
 ATTN: RFP 19-02 FCSP-Expansion  
 735 E. Carnegie Drive, Suite 150  
 San Bernardino, CA 92408**

Contact Person: Dr. Wendy Lee, Staff Analyst II

E-Mail: [wendy.lee@cfc.sbcounty.gov](mailto:wendy.lee@cfc.sbcounty.gov)

C. Admonition to Proposers

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

D. Mandatory Proposal Conference

1. A mandatory proposal conference will be held on:

**Tuesday, November 12, 2019 at 9:00 A.M. – 12:00 P.M. (PST).**

Please print a copy of the RFP and any other corresponding documents, as these documents **will not be available** at the proposal conference.

ADDRESS: First 5 San Bernardino  
735 E. Carnegie Drive, Suite 150  
San Bernardino, CA 92408

Attendance at the conference is mandatory. For compliance and formal documentation purposes, all attendees must provide photo ID and their name, agency and title. No proposal will be accepted from any Proposer who fails to attend the proposal conference. No make-up sessions will be held. To attend, please RSVP at:

<https://first5sanbernardino.wufoo.com/forms/mandatory-proposal-conference-for-rfp-1902/>

E. Proposal Submission Deadline

All proposals must be received at the address listed in Paragraph B above **no later than 4:00 PM (PST) on Friday, January 31, 2020.** Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

## II. INTRODUCTION

A. Background

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.

In June 2014, First 5 San Bernardino revised their Strategic Plan to reaffirm goals, objectives and priority outcomes that extend to the year 2020.

With the Investing in Children RFP, (released 11/2011) the First 5 San Bernardino (F5SB) Commission sought to support parenting education, family resource centers and case management, aimed at promoting improved parenting and family self-sufficiency outcomes for parents and long term safety and healthy developmental outcomes for children 0-5 in San Bernardino County.

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 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 2014, the Commission approved the initiative FCSP-FSS RFP (14-02) for Family Community Support Partnership-Family Support Services, the Commission approved three-year contracts to improve parenting and family self-sufficiency outcomes for parents and caregivers of children 0-5 in San Bernardino County. During the initial three-year contract period, FCSP contracted agencies served 3,100 parents. The outcome data showed significant improvement in the parenting constructs overall. In structured case management, data indicates significant improvement in increasing Community Resources Knowledge, Social Interaction and Basic Household Necessities. FCSP data demonstrates potential impact to decrease the rate of child abuse/neglect in San Bernardino County such as positive parenting practices. In 2017, FCSP was extended two additional years until 2020 for a cumulative investment of approximately \$20 million. This extension was to ensure that we had a multi-year data set that was reliable to move forward with an expansion.

The Commission has invested in a regional capacity and sustainability project known as Capacity Building Academy (CBA) since 2010. The CBA, facilitated by Social Entrepreneurs, Inc. (SEI), works with agencies to build their capacity through coaching to develop individual strategic plans, sustainability plans, long-range approaches to financing and development of best practices. One of the results of the CBA was the formation of the Inland Empire Community Collaborative (IECC), which is comprised of thirty-one (31) non-profit agencies that completed CBA. The IECC built upon the skills learned in CBA to create strong relationships that furthered their collective impact and sustainability by working collaboratively to secure over \$15 million in funding to respond to the needs and priorities of local communities

RFP 19-02 FCSP-E is an intentional system components designed to bridge, support and expand the FCSP model in a manner that aligns with F5SB Strategic Plan and systems approach. This expansion will operate in tandem with the Inland Empire Community Collaborative (IECC) – Family Community Support Partnership (FCSP) Cooperative Expansion Project. IECC will serve as consultants for the FCSP Cooperative Expansion Project. FCSP system expansion will allow F5SB to continue to build upon successful outcomes that can contribute to the reduction of child abuse and neglect, improve parenting, family functioning and create healthy environments for the optimal development of children.

## B. Announcement

First 5 San Bernardino, hereafter referred to as the "Commission or F5SB," is seeking proposals from qualified organizations, hereinafter referred to as "Proposers," "Contractors," or "Vendors," to provide services for parents and families of children age 0-5 as identified in the accompanying Exhibit A and the First 5 San Bernardino Strategic Plan. **An amount of \$4 million dollars per year, not to exceed \$12 million dollars for the 3-year period**, has been allocated for family related services for the period of **July 1, 2020 through June 30, 2023**. Said services will occur under a reimbursement contract. The most important expectation of funding under this RFP is

positive, immediate and documentable outcomes for children age 0-5, as defined by First 5 San Bernardino's established strategic priority areas (SPAs) and indicators. This is a competitive procurement. The number of contracts will be determined by the types and quality of proposals received, the evaluation of these proposals, and the feasibility that the service can and will "move the needle" towards positive outcomes for children.

C. Period of Contract

Contracts awarded for services to be funded through this RFP are proposed to be for the three (3) year period commencing **July 1, 2020 through June 30, 2023**, subject to the availability of California Children and Families Trust Fund monies, however, the Commission reserves the right to negotiate contracts for a shorter period of time, based on the specific project, need for service, coordination of existing services, changes in demographics, etc. The Commission may, but is not obligated to, extend the awarded contract(s) for one (1) or more additional years as needed. The Commission reserves the right, after contract award, to amend the resulting contract as needed through the term of the contract to best meet the needs of all parties.

D. Minimum Proposer Requirements

Proposers must:

1. Have a minimum of 2 year-history of demonstrated capacity providing Nurturing Parenting Program services as proposed, serving children 0-5 and their families.
2. Have agency representatives (such as management, program and fiscal staff) at the mandatory proposal conference as referenced in Section I in this Request for Proposal (RFP).
3. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance shall be presumed to be unable to meet this requirement.
4. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
5. Have the administrative and fiscal capacity to provide and manage the proposed services under a reimbursement contract and to ensure an adequate audit trail.
6. Meet other presentation and participation requirements listed in this RFP.
7. Have the capacity to effectively outreach, advocate and market program services.

### III. PROCUREMENT CONDITIONS

A. Contingencies

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

B. Acceptance or Rejection of Proposals

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

The Commission also reserves the right to terminate this procurement process at any time.

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

C. Best Value Evaluation Process

Cost is an important factor in the evaluation process, but the Commission is not obligated to accept the lowest cost proposal. The Commission will award a contract(s) based on the proposal(s) that best meets the needs of 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:

- Fiscal Capacity of proposing organization
- Qualifications of key staff
- Relevant program/service experience
- Past performance demonstrated by reliable outcomes data
- Strength of outreach and marketing strategies
- Any other relevant factors listed in the RFP, as listed in Section XIII, Proposal Evaluation and Selection.

D. Modifications

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

E. Proposal Submission

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

F. Local Preference Policy

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

For the purposes of applying the local preference policy (County Policy 11-10), "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

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



- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six (6) months; and
- Has a minimum of twenty-five percent (25%) of the vendor's full-time management employees and twenty-five percent 25% of its full-time regular employees working from the San Bernardino County location(s).

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

G. Incurred Costs

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

H. Public Inspection

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

I. Clarifications

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

J. Negotiations

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

K. Formal Agreement

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

L. Use of Proposal Received

All proposals received shall become the property of the Commission.

M. Independent Contractor Status

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

N. Pre-Award On-Site Visits

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

O. Level of Service

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

P. Termination of Contract

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

Q. Target Population

It is mandated through the Children and Families Trust Fund Act (Prop 10) that funds are allocated to services for the purpose of promoting, supporting and improving the early development of children age 0-5. As such, services proposed shall offer a direct benefit to this population. Any services provided beyond this limitation, such as services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

R. Final Authority

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

#### IV. PROGRAM REQUIREMENTS

A. Definitions

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

**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.

**Adverse Childhood Experiences (ACEs):** Describe all types of abuse, neglect, and other potentially traumatic experiences that occur to people under the age of 18. (CDC).

**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.

**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.

**California Evidence-Based Clearinghouse (CEBC) for Child Welfare:** Advance the effective implementation of evidence-based practices for children and families involved with the child welfare system.

**Capital Expenses:** Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-

conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.

**Carryover Clients:** A client receiving services across fiscal years.

**Case Management:** Collaborative process of assessment, planning, facilitation, care coordination, evaluation and advocacy for options and services to meet an individual's and family's comprehensive health needs through communication and available resources to promote patient safety, quality of care, and cost effective outcomes.

**Collaborative:** Demonstrated ability to work jointly with others, building coalition together.

**Common Indicators:** Common Indicators are a shared set of metrics among affiliates that are heavily influenced by local variations in HMG systems and inform local continuous quality improvement and system enhancements.

**Connected:** Child or family is receiving a service.

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

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

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

**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.

**Family Community Support Partnership (FCSP) Model:** A prevention model with the objective to reduce risk of child abuse/neglect that can be replicated in San Bernardino County. The model component includes parent education curriculum (Nurturing Parenting Program) and structured case management (Family Development Matrix: Matrix Outcome Model).

**Family Community Support Partnership – Expansion (FCSP-E):** An intentional system component designed to bridge, support and expand the FCSP model in a manner that aligns with F5SB Strategic Plan and systems approach.

**Family Development Matrix (FDM):** Tool that is used in partnership with families to assess their strengths and issues of concerns and guides the Family Empowerment Plan; facilitates participation by the family and the provider. It measures over time the progress of family outcomes and the effectiveness of interventions.

**Family Empowerment Plan:** A collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's needs in a limited time frame based on a service plan and appropriately aligned with the FDM. Characterized by advocacy, communication, resource navigation, quality cost-effective interventions and outcomes, and linking the client with systems.

**Federally Qualified Health Center (FQHC):** Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the

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

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

**Help Me Grow (HMG):** A system of coordination used nationally to connect children to early screening and community services. The system builds collaboration across sectors, including child health care, early care and education, and family support. Through comprehensive physician and community outreach and centralized information and referral centers, families are linked with needed programs and services.

**Help Me Grow Evaluation Advisory Board (HMG-EAB):** Individuals using a shared measurement platform which reflects diverse organizations tackling complex issues, targeting slightly different groups and employing different strategies and activities agreed on a set of common and impact indicators that are shared and adequately reflect the important nuances of this work.

**Help Me Grow Indicators:** Enables HMG affiliates to monitor progress, share lessons learned, advocate for change, and consult with other affiliates.

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

**Inland Empire Autism Assessment Center of Excellence (AACE):** Provides a comprehensive assessment for all children referred as potentially being diagnosed with Autism Spectrum Disorder ASD. The center is designed around the child to be child-centric rather than agency-centric.

**Inland Empire Community Collaborative (IECC):** Consultants for Family Community Support Partnership (FCSP) Cooperative Expansion Project.

**Maternal Health Network:** A collective of service providers that support the maternal health system throughout San Bernardino County and engage in a collaborative process to identifying gaps to address in maternal health services.

**Matrix Outcomes Model (MOM):** A model that provides a set of complimentary assessment, case management and evaluation tools.

**Mental Health Promotion:** Related to improving the quality of life and potential for health rather than amelioration of symptoms and deficits.

**Notable Outcomes:** For the purpose of the FCSP-E system framework, Worthy of note to promote a shared countywide data bank of evidenced based child abuse risk prevention and early intervention best practices

**Nurturing Parenting Program (NPP) for Parents and their Infants, Toddlers and Preschoolers:** A family-centered program designed for the prevention and treatment of child abuse and neglect. Both parents and their children birth to five years participate in home-based, group-based, or combination group-based and home-based program model. Lessons are competency-based ensuring parental learning and mastery of skills.

**Optimal Development:** A child is most likely to reach his/her full potential if he/she experiences consistent, predictable, enriched, and stimulating interactions in a context of attentive and nurturing relationships.

**Parent-Child Enrichment Activities:** Activities for parents and children to do together depending on child's stages of development and individual interest.

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

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

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

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

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

**Performance Outcome:** The result, which the Commission seeks (as outlined in the Strategic Plan) and to which the Contractor will commit to achieve. It is verifiable and must yield to a measurable change of the participant of a program.

**Perinatal Parent Education Program:** Programs that address the concerns and needs of a pregnant woman, her infant child, and the woman's support system. These programs address and affect not only healthy birth outcomes but improved child well-being and family stability outcomes as well.

**Post-Assessment (AAPI-2.1 Form B):** Taken after completion of NPP lessons to measure effectiveness of NPP based on the risk identified in Pre-Assessment AAPI.

**Pre-Assessment (AAPI-2.1 Form A):** Take before NPP lessons begins to identify risk areas/constructs as a process to select NPP curriculum topics to target.

**Prevention:** Services that mitigate effects of risk and stress and address potential early relationship challenges or vulnerabilities that impact early development.

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

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

**Program Work Plan:** A document containing program expectations and deliverables as agreed upon by First 5 San Bernardino and program contractors. The work plan includes information on the individual components of the program in addition to structure including dosage, activities, outcome expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

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

**Quality Improvement:** A systematic, formal approach to the analysis of practice and performance efforts to improve performance.

**Quality Start San Bernardino (QSSB):** Local Quality Rating and Improvement System (QRIS). QSSB is a collaborative efforts charged with strengthening the quality of the early childhood education system county wide.

**Reasonable Rate of Success:** Total number of program participants expected to successfully complete the program meeting the performance outcomes.

**Relationship Based Practice/Relational Informed Practice:** When you engage with a family, you help strengthen the partnership with them. There are six Relationships-Based Practices that can help promote family engagement. 1. Observe and describe the child's behavior to open communication with the family; 2. Reflect on the family's perspective; 3. Support competence; 4. Focus on the family-child relationship; 5. Value a family's passion; 6. Reflect on your own perspective.

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

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

**Satisfaction 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.

**Scalable Service:** Agency capable of expanded or upgraded on demand to meet increase service needs.

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

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

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

**Sten Scores:** The data are plotted on the profile using sten scores as the unit of measurement. Sten scores are "standard ten scores" that are built for a normal distribution. Responses to the AAPI-2.1 for each of the subscales are categorized as Low Risk, Moderate Risk or High Risk for Child Maltreatment.

**Strengthening Families Framework:** A research-informed approach to increase family strengths, enhance child development, and reduce the likelihood of child abuse and neglect. It is based on engaging families, programs, and communities in building five key Protective Factors. 1.) Parental resilience; 2.) Social connections; 3.) Knowledge of parenting and child development; 4.) Concrete support in times of need; 5.) Social and emotional competence of children.

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

**Sustainable:** Agencies demonstrate capability of being sustained through collective amount of resources and funding for the cooperative expansion to grow FCSP.

**Trauma Informed Practice:** Strengths based framework that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasis physical, psychological and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment.

**Unduplicated Clients:** Clients who are counted as receiving service for the first time.

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

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

## B. Reference Documents

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

1. Americans with Disabilities Act [<http://www.ada.gov/>]
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](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](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, 1973)] 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, 1986)] and Debarment, Suspension, And Other Responsibility Matters (45 C.F.R, part 76) [<https://www.archives.gov/federal-register/codification/executive-order/12549.html>]
9. California Government Code section 6250 et seq. [[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?division=7.&chapter=3.5.&lawCode=GOV&title=1.&article=1.](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=7.&chapter=3.5.&lawCode=GOV&title=1.&article=1.)]
10. California Government Code section 87100 et seq. [[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=GOV&division=&title=9.&part=&chapter=7.&article=1.](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=&title=9.&part=&chapter=7.&article=1.)]
11. Office of Management and Budget (OMB) Circulars [<http://www.whitehouse.gov/omb/circulars/>]
12. California Penal Code section 11105.3 [[https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PEN&sectionNum=11105.3](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PEN&sectionNum=11105.3)]
13. State Energy Conservation Plan (California Code of Regulations Title 20, section 1401 et seq.) [<https://ww2.energy.ca.gov/2014publications/CEC-140-2014-002/CEC-140-2014-002.pdf>]
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://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=wic>]
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>]
19. Matrix Outcomes Model [<http://matrixoutcomesmodel.com/>]
20. Inland Empire Community Collaborative FCSP Collaborative Expansion Project [<http://first5sanbernardino.org/Portals/39/Commission/Agendas/2019/AgendaPackett08072019.pdf?ver=2019-08-05-104417-690>]

### C. Program Description

#### 1. Program Objectives

The objective of this RFP is to support and scale a system that improves family outcomes for parents/caregivers of children age 0-5 and reduces the incidence of child abuse and neglect by investing in services to families in need. Family and



Community Support and Partnerships - Expansion (FCSP-E) covers two of the F5SB Strategic Plan goals:

SPA 1: Children and Families:

Goal 1.3 Family and Community Support and Partnerships:

Objective 1.3 a) Children are free from abuse and neglect,

Objective 1.3 b) Parents provide developmentally appropriate care, and

Objective 1.3 c) 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 will indicate the following:

- Enter program at High-Risk in any/all Five Constructs, must exit out of High-Risk range in all Five Constructs.
- Enter program at Medium-Risk in any/all Five Constructs, must demonstrate an average improvement of at least 1.5 sten score from AAPI-2.1 Form A to AAPI-2.1 Form B excluding Low-Risk scores.
- Families will reach a status level of at least **safe** on all indicators of the FDM.

SPA 2: Systems and Networks:

Goal 2.2 Capacity Building:

Objective 2.2 a) Community organizations and groups are equipped to effectively serve children and families.

Objective 2.2 b) Workforce is developed to effectively serve children and families.

The FCSP-E initiative will utilize the evidence-based Nurturing Parenting Program as the primary service delivery coupled with the Matrix Outcomes Model (MOM) and accompanying Family Development Matrix (FDM) to assess the family’s needs and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

The Matrix Outcomes Model (MOM) utilized with the Family Development Matrix, serves as the guide to triage the service delivery needs in support of families who are participating in the NPP and are experiencing challenges.

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. This framework is included in the initiative. When these Five 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 Strengthening Families Framework is in alignment with the First 5 San Bernardino Mission and Vision and First 5 San Bernardino Strategic Plan.

To support and expand the FCSP model in a manner that aligns with F5SB Strategic Plan and systems approach, FCSP-E system expansion will allow F5SB to continue to build upon successful outcomes that are accessible to every parent in the county

regardless of socio-economic status, parenting status, relationship with children and family serving agencies or physical location. The goal is to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of children in a manner that is sustainable through Countywide collaboration.

As First 5 San Bernardino's funding for these programs becomes more limited, organizations and agencies are pushed to streamline services and work collaboratively to support the families they serve through interconnected systems wide sectors serving children and families that are efficient, effective and culturally sensitive.

## 2. Program Requirements

Recognizing that all young children and their families deserve the same opportunities to succeed, regardless of demographic, geographic or economic considerations, First 5 San Bernardino will invest in FCSP-E programs that support improved family outcomes throughout the county 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 Section II., Paragraph D., Minimum Proposer Requirements, program specific requirements for proposed services and strategies are attached to this RFP as Exhibit A, which includes the expected goals, service delivery approach and outcomes and indicators.

## 3. Program Restrictions

- a. Board of Directors: 1) Organization's governing board must meet not less than four times per year, and 2) No board member shall be an employee of the organization, and 3) No paid staff member shall serve as a voting member of the governing board.
- b. Programs cannot include capital improvements or renovation attached to private real property or the purchase of vehicles.
- c. Programs must be in good standing with the Commission with no history of operational deficiencies, performance deficiencies, and/or auditing concerns.

## V. CONTRACT REQUIREMENTS

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

### A. CONTRACTOR SERVICE RESPONSIBILITIES

1. Contractor shall provide all program services identified in this Contract, including Program Work Plan and Program Budget.
2. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available by the Commission.
3. Contractor shall coordinate with appropriate agencies to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.
4. Contractor shall deliver performance outcomes as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission,

verification tools must be developed in collaboration with staff or agencies as designated by Commission.

5. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation, systems development and implementation process.
6. Contractor's Program Work Plan and other program specific data collection information requested by the Commission will be placed in the Commission's web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the Contractor's Program Work Plan and the data collection system, the information in the system will take precedence over the Program Work Plan and will be used to evaluate Contractor's performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data systems, as it relates to the Performance Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in the Contract.

## B. CONTRACTOR'S GENERAL RESPONSIBILITIES

### 1. Participants

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

### 2. Contractor Capacity

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

### 3. Contract Assignability

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

### 4. Conflict of Interest

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

5. Former Commission Administrative Officials

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

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

6. Subcontracting

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

7. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. 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 appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

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

8. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five (5) days of the address change. Change of address shall not interrupt service deliverables outlined in the Program Work Plan.

9. 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 this Contract that may result in reduction of services to be provided under this Contract. Upon notices of vacancies, the Contractor shall apprise Commission of the steps being taken to provide the services without interruption and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the Commission

on each periodically required report for the duration of said vacancies and/or problems.

In the event of a problem or potential problem that will severely impact the quality or quantity of service delivery, or the level of performance under this Contract, Contractor will notify the Commission within one (1) working day, in writing and by telephone.

#### 10. Contractor Primary Contact

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

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

#### 11. Responsiveness

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

#### 12. Grievance Policy

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

#### 13. Governing Board

Contractor's governing board must meet not less than four times per year. No board member may be an employee of the organization and no paid staff member may serve as a voting member of the governing board. Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

#### 14. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission's Policy 18-01 Non-public Personally Identifiable Information specified at <http://first5sanbernardino.org/CommissionPolicies.aspx> 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 <http://first5sanbernardino.org/CommissionPolicies.aspx> 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 this 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 this 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.

#### 15. Child Abuse Reporting

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

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

#### 16. Department of Justice Clearance

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

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

#### 17. Conditions of Employment

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

## 18. Meeting Attendance

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

## 19. Indemnification and Insurance Requirements

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

- a) Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- b) Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- c) Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
- d) Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
- e) Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.

- f) Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- g) Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
- h) Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- i) Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.
- j) Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission’s risk.

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

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



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

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

- 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 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.

- 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 “dropdown” 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 (\$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.

f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$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 Commission entities and cover breach response cost 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 dollars (\$2,000,000) aggregate limit.

20. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract 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 this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

21. Health and Safety

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

22. Contract Compliance/Equal Employment Opportunity

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

23. Attorney's Fees and Costs

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.

24. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of Contract's 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.

25. 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. All such materials developed under the terms

of this Contract shall acknowledge the Commission as the funding agency and Contractor as the creator of the publication.

26. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines [http://first5sanbernardino.org/Portals/39/pdf/media\\_guidelines.pdf](http://first5sanbernardino.org/Portals/39/pdf/media_guidelines.pdf).

27. 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.

28. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: [www.first5sanbernardino.org](http://www.first5sanbernardino.org). FAILURE TO SUBMIT REPORTS IN A TIMELY AND ACCURATE MANNER SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

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

- Program Reports

Contractor will submit Program Reports which include monthly and year-to-date progress on actual achievement of program outcomes compared to projected achievements as detailed in Program Work Plan and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission's web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Program Report within fifteen (15) calendar days from the end of the reporting period.

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

- Fiscal Reports

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

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

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

- Asset Report

Contractor shall report all assets worth \$500 or more purchased with First 5 funds utilizing tools provided by the Commission for that purpose. The Straight Line method of depreciation will be applied to determine value. Closing Asset reports shall be submitted to the Commission staff no less than thirty (30) days prior to the normal conclusion of a Contract. If the Contract is terminated early under any fiscal provision or due to correction of performance deficiencies, Contractor shall submit the Closing Asset report within ten (10) business days of receiving notice of Contract termination.

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

29. 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.](#)).

30. 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 neither it, its principals, nor 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 (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;
  - 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
- 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.

31. Environmental Requirements

The Commission has adopted a recycled product purchasing standards policy ([San Bernardino County Policy 11-10](#)), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a

Contract with the Commission. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the Commission whenever practicable.

#### C. COMMISSION RESPONSIBILITIES

1. Commission shall verify performance outcomes of Contractor according to the Program Work Plan and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.
2. Commission shall compensate Contractor for approved expenses in accordance with the Fiscal Provisions of the Contract.
3. Commission shall specify all reports and deliverables required from the Contractor.
4. Commission shall provide technical assistance as deemed necessary.
5. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within 15 days of the Contract approval date.

#### D. FISCAL PROVISIONS

##### 1. Payment Provisions

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

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

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

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

##### 2. EFT Payments

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

##### 3. Allowable Costs

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

Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the Commission. Contractor

agrees Commission may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

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

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

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

Contractor shall adhere to the County's Travel Management Policy (8-02) when travel is pursuant to this contract and for which reimbursement is sought from the Commission. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.

#### 4. Supplanting of Funds

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

#### 5. Payment of Taxes

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

#### 6. Budget Line Item Changes

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

The Executive Director, on behalf of the Commission, has the authority to approve (or deny) the request, provided that the modification does not deviate from the original intent of the contract or increase the total Contract amount. Contractor is limited to two (2) Budget Revision Requests per fiscal year.

The Contractor must submit any Budget Revision Requests to the Commission no later than February 28th of the fiscal year. Budget Revision Requests may be submitted in hard copy form with original signatures or electronically in a PDF format. Postmarked envelopes received after February 28th will not be accepted in lieu of receipt.

7. Budget Line Item Variance

Variances to the individual line items of Section A: Salaries and Benefits may be allowed if deemed reasonable and does not increase the total budgeted amount of Section A: Salaries and Benefits.

Annual variances of up to 10% of individual line items within Section B: Services and Supplies are allowable provided that the variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Annual variances in excess of 10% of line item cannot be made by the Contractor without prior approval of a Budget Revision Request by the Commission in accordance with Section V, Paragraph G of this Contract.

8. Procurement

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

9. Fixed Assets

The purchase of any equipment, materials, supplies or property of any kind, including items such as publications and copyrights, which have a single unit cost of \$5,000 or more, including tax, and was not included in Contractor's approved budget, shall require the prior written approval of the Executive Director of the Commission. Any such purchase shall directly relate to Contractor's services or activities under the terms of the Contract.

Any item with a single unit cost of \$500 or more, including tax, purchased with funds received under the terms of this Contract must undergo a 3-bid process. Items not fully consumed during the Contract term shall revert to be the property of the Commission, unless otherwise specified by the Commission. The disposition of such equipment or property must be approved by the Executive Director of the Commission upon Contract termination. If the reversion of any asset is demanded and not made to First 5 San Bernardino, the Commission reserves the right to reduce or withhold the value of the asset from any payments due to the Contractor for non-compliance.

Contractor shall maintain insurance against the loss, theft, or damage to any item with a single unit cost of \$500 or more, including tax, purchased with Commission funds for the full replacement value thereof in accordance with the provisions of Indemnification and Insurance Requirements of the Contract.

10. Payor of Last Resort

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

In cases where a participant is qualified for benefits from another source such as MediCal, federal or state funded programs, personal insurance, etc., costs relating to services provided to that participant must be paid for by the primary payor first.



Only the costs not covered will be allowable under this Contract. Written verification shall be provided upon request.

11. Fiscal Record Keeping

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

E. RIGHT TO MONITOR AND AUDIT

1. Right to Monitor and Audit

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

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

2. Availability of Records

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

Program data shall be retained 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.

4. Independent Audit Provisions

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

5. Recovery of Investigation and Audit Costs

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

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

F. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract may 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. 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
4. Withhold funds pending duration of the breach; and/or
5. 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
6. Immediately terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
7. The Executive Director of the Commission shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.
8. The Executive Director of the Commission is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

**VI. NONDISCRIMINATION**

A. General

Contractor agrees to serve all clients without regard to 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.

Contractor shall not engage in any unlawful discriminatory practices in providing services, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

**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 on the basis of 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 on the basis of 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, pertaining to 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 this Contract in all subcontracts to perform work under this 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.

## VII. EMPLOYMENT OF FORMER COMMISSION ADMINISTRATIVE OFFICIALS

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

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

## VIII. IMPROPER CONSIDERATION

Contractor 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 Contract.

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 this Contract. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

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

## IX. 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.

## **X. CALIFORNIA PUBLIC RECORDS ACT**

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

### **NOTICE**

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

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

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

## **XI. SUBCONTRACTOR STATUS**

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

1. The name of the subcontracting agency.
2. The amount (units, measurements, etc.) and types of services to be rendered under the MOU.
3. The amount of funding to be paid to the agency.

4. The agency's role and responsibilities.
5. A detailed description of the methods by which the Primary Agency will ensure that all subcontracting agencies meet the monitoring and program requirements associated with funding regulations.
6. A budget sheet outlining how the subcontracting agency will spend the allocation.

Any subcontracting agency must be approved by the Commission and shall be subject to all applicable provisions of any agreement "awarded" to the Primary Agency as a result of the RFP process.

**The Primary agency may not sub-contract actual participation in the IECC-FCSP Cooperative Expansion Project. (Exhibit A Program Funding Requirements and Expectations)**

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

## **XII. PROPOSAL SUBMISSION**

### **A. General**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all attachments, exhibits (as applicable), and addendum and agrees that all requirements of this RFP have been satisfied.
2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, folders, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received at the designated location, specified in Section I, Paragraph B – Correspondence, no later than the date and time specified in Section I, Paragraph E – Proposal Submission Deadline.**
5. All proposals and materials submitted become the property of the Commission.

### **B. Proposal Presentation**

1. **One original, with original signatures**, which may be bound with a binder clip, and **three (3) additional copies** unbound of the written proposal are required. (For a total of four (4) proposals.) The **original proposal** must be clearly marked "**Original Proposal**". If one copy of the proposal is not clearly marked "**Original Proposal**", the proposal may be rejected. However, the Commission may at its sole option select, immediately after proposal opening, one copy to be used as the **original proposal**. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the **original proposal** will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "CONFIDENTIAL – RFP 19-02 FCSP-E"

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

C. Proposal Format

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

**1. Cover Letter**

A letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the Proposer submitting the proposal, which must include the following information:

- a. A statement that the proposal is submitted in response to the RFP 19-02 FCSP-E.
- 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 proposals on behalf of the Proposer.

**2. Table of Contents**

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

**3. Proposal Submission Checklist – Attachment A**

Complete and include all items on this form, **Attachment A**.

**4. Statements of Certification – Attachment B**

Complete and include all items on this form, **Attachment B**.

**5. Proposal Narrative Application Template– Attachment C**

- a. Attachment C- Proposal Narrative Application Template must be completed within the template provided. Narrative responses should relate to the questions or prompts provided and should address, but not be limited to, all items in Section IV, Paragraph C - Program Description and Exhibit A. To support narrative within this form, attach the following:
- b. Include and attach an Organizational Chart.
- c. Include and attach a Logic Model and timeline.
- d. Include and attach a Board Roster and Meeting Calendar or Schedule of Meetings.

**6. Contract History – Attachment D**

With respect to contracts currently in effect, completed within the last five years, or terminated prior to the original expiration date within the last five years, Complete and include all items on this form, **Attachment D**. If no contract history exists, so state and explain why.

**7. Reportable Conditions – Attachment E**

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

**8. Exceptions and Disclosures – Attachment F**

Complete and include all items on this form, **Attachment F**.

**9. Subcontractor Information – Attachment G**

If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting.

- a. Complete and include all items on form, **Attachment G**.
- b. Attach a copy of the MOU (as outlined in Section XI. Subcontractor Status)

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

**10. Proposer's Financial Capacity – Attachment H**

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

**OR**

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

**AND**

- c. Submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the submission of this proposal.
- d. Complete and include all items on this form, **Attachment H**.

**11. Insurance**

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

**12. Program Budget and Budget Narrative**

Any Contract(s) awarded will operate on a cost reimbursement Contract. Complete and submit a program budget and budget narrative for cost analysis purposes. Proposals must include a Program Budget and Budget Narrative **for each fiscal year of the 3-year contract period**.

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



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### XIII. PROPOSAL EVALUATION AND SELECTION

#### A. Evaluation Process

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

#### B. Evaluation Criteria

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

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

- a. The proposal must be complete as set forth in Section XII – Proposal Submission, paragraph C. Proposal Format including submission of all required documents, and be compliant with all the requirements of this RFP.
- b. Proposers must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section II, Paragraph D.

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

2. Fiscal Capacity Review – All proposals advanced past the Administrative review will be evaluated to determine if the Proposer demonstrates fiscal capacity on a pass/fail scale based on:
  - a. Debt to income ratio
  - b. Sufficient cash flow to operate proposed program on a reimbursement contract
  - c. Financial Statement Integrity
3. Program Evaluation – All proposals advanced past the Fiscal Capacity Review will be evaluated with a total of 100 points possible on the basis of the following criteria, (not necessarily in order of priority):
  - a. Cost
  - b. Demonstrated ability to serve target population
  - c. Proposed program services and strategies
  - d. Readiness to provide services
  - e. Experience
  - f. Staffing levels and qualifications

- g. Appropriateness of facility and hours of operation (Geographic Service Area, near mass transit, facility layout, etc.)

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

C. Contract Award

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

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

D. Appeals

In response to a denied award, Proposers may protest, provided the appeal is in writing, is delivered to the address listed, and submitted within ten (10) calendar 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 RFP 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 proposal in compliance with the RFP 19-02 FCSP-E 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 RFP 19-02 FCSP-E 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.

## Program Funding Requirements and Expectations

### Overview

This RFP 19-02 FCSP-E is an intentional system component designed to bridge, support and expand the FCSP model in a manner that aligns with F5SB Strategic Plan and systems approach. In 2015, the Commission approved three-year contracts to provide Family Community Support Partnership (FCSP) framework and program support to improve parenting and family self-sufficiency outcomes for parents and caregivers of children 0-5 in San Bernardino County. During the initial three-year contract period, FCSP contracted agencies served 3,100 parents. The outcome data showed significant improvement in the parenting constructs overall. In structured case management, data indicates significant improvement in increasing Community Resources Knowledge, Social Interaction and Basic Household Necessities. FCSP data demonstrates potential impact to decrease the child abuse/neglect rate in San Bernardino County such as increase positive parenting practices. In 2017, FCSP was extended two additional years until 2020 for a cumulative investment of approximately \$20 million. The justification for this extension was to ensure the Commission had a multi-year data set that was reliable to move forward with an expansion, as is being planned now.

F5SB seeks to support collaboration to build systems to reduce the incidence of child abuse and neglect by investing in improved parenting and family self-sufficiency outcomes for parents and caregivers of children 0-5 in San Bernardino County through the Family and Community Support Partnership-Expansion (FCSP-E). The FCSP-E objective is to build an evidence based prevention model that can be replicated for access to all parents in San Bernardino County to reduce the risk of child abuse and neglect. This expansion will operate in tandem with the consultation of the Inland Empire Community Collaborative (IECC) – Family Community Support Partnership (FCSP) Cooperative Expansion Project.

F5SB is committed to supporting services to families in San Bernardino County in need of skills consistent with the Strengthening Families Framework, which includes Five Protective Factors: parental resilience, knowledge of parenting and child development, social and emotional competence of children, social connections and concrete support in times of need. Research shows when these Five Protective Factors are present, the likelihood of abuse and neglect diminish and creates healthy environments for the optimal development of all children.

### Strategic Priority Areas and Outcomes

Family and Community Support and Partnerships - Expansion (FCSP-E) covers two of the F5SB Strategic Plan goals:

- SPA 1: Children and Families:
  - Goal 1.3 Family and Community Support and Partnerships:
    - Objective 1.3 a) Children are free from abuse and neglect,
    - Objective 1.3 b) Parents provide developmentally appropriate care, and
    - Objective 1.3 c) Families are resilient.
- SPA 2: Systems and Networks:
  - Goal 2.2 Capacity Building:

Objective 2.2 a) Community organizations and groups are equipped to effectively serve children and families.

Objective 2.2 b) Workforce is developed to effectively serve children and families.

### **Program Model**

The FCSP-E model will utilize the evidence-based Nurturing Parenting Program (NPP) as the primary parenting education curriculum coupled with the structured Case Management (CM) using the Matrix Outcomes Model (MOM) Family Development Matrix (FDM) tool. Implementation of FCSP-E will be through the following the formats: Group; Home-Based; and Combination of group and home-based.

The FCSP child abuse prevention model is the combination of NPP and FDM which data has demonstrated and has the potential impact to reduce the incidence of child abuse and neglect, improve parenting competency, family functioning and create healthy environments for the optimal development of all children.

The FDM Family Empowerment Plan serves as the structured CM guide to triage the service delivery needs in support of families who are participating in the FCSP-E and work to improve Family Self-Sufficiency (see Exhibit B- Program Model).

First 5 San Bernardino will utilize the Inland Empire Community Collaborative (IECC) to bring the FCSP-E initiative to scale and help form a true collaborative for the organizations offering the FCSP-E child abuse prevention model throughout the County. The IECC will also work with organizations offering FCSP-E to build capacity, create strong relationships, and increase financial resources across and within the organizations for the specific purpose of sustaining this service delivery model.

### **Nurturing Parenting Programs (NPP)**



Nurturing Parenting®  
Established 1983

The Nurturing Parenting Programs are an evidence-based model utilizing certified facilitators.

The Nurturing Parenting Programs are a family-centered trauma-informed initiative designed to build nurturing parenting skills as an alternative to abusive and neglecting parenting and child-rearing practices.

The Nurturing Programs target all families at risk for abuse and neglect with children birth to 18 years. The programs have been adapted for special populations, including Military families, Hispanic families, African-American families, Teen Parents, Foster and Adoptive Families, Families in Alcohol Treatment and Recovery, Parents with Special Learning Needs, and Families with Children with Health Challenges.

The programs incorporate the currently recognized protective factors and 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. Lessons can be delivered in a home-based setting, group-based setting, or combination of home and group settings.

**Matrix Outcomes Model (MOM)**

The Matrix Outcomes Model provides a set of complementary assessment, case management and evaluation tools (FDM). The Family Development Matrix (FDM) is a tool that is used in partnership with families to assess their strengths and issues of concerns. The FDM facilitates participation by the family and the worker in case management and it measures over time the progress of family

outcomes and the effectiveness of interventions. The FDM is especially appropriate, but not exclusive, to use with families that are referred for risk of child abuse and/or neglect. All families considered at risk should benefit because the FDM is a strength based assessment and empowerment plan leading to measureable outcomes.

The FDM data should be used by the worker to share ongoing results with the family. In addition, the data can be used to help justify the establishment of new programs, maintain the sustainability of programs, and to provide both resources and support to children and families in your community.

- ✓ It is a tool that is completed in partnership with the family member to help you both better understand their current situation.
- ✓ It can help the family worker prioritize how best to address the areas that are of most concern.
- ✓ It identifies areas of strength that can be used as resource information.
- ✓ Helps you to track their progress over time.

**Program Funding Requirements and Expectations**

Proposers meeting the minimum requirements are encouraged to apply for this FCSP-E funding opportunity. In addition to the minimum requirements outlined in the RFP, these specific and targeted program requirements, apply to the FCSP-E providers who must implement the Nurturing Parenting Program (NPP) and Structured Case Management using Matrix Outcomes Model (MOM) Family Development Matrix (FDM):

**Program Funding Requirements and Expectations**

1. Must serve parents of children 0-5.
2. Must have demonstrated success in coordinating and implementing the Nurturing Parenting Program (NPP).
3. Must have 2 or more years' experience implementing NPP.
4. Programs must target services to families most at risk of abuse and neglect and/or specific age groups (e.g. teen parents), cultures and needs.
5. Must have a secured site in the proposed area of service(s).
6. Must be able to coordinate and implement the Nurturing Parenting Program (NPP) curriculum consistent with the fidelity of the NPP model offering no less than 16 lessons of NPP covering all five constructs.
7. Fidelity of the model requires that pre and post assessments may only be completed once.
8. If participant unable to complete 16 lessons of NPP, agency must develop procedures to actively obtain AAPI-2.1 Form B from the participant to capture outcome-based standards. The developed procedures should not include the practice of completing more than one AAPI-2.1 Form B.
9. Must participate in building a coalition of sustainable FCSP providers in order to reduce the risk of child abuse in San Bernardino County.
10. Agency must leverage First 5 San Bernardino's investment in the FCSP-E initiative to other funders to bring the model to scale, demonstrating collaborative relationships with community service providers through:
  - a. Participation in IECC-FCSP Cooperative Expansion Project to increase the collective amount of resources and funding for FCSP-E.
  - b. Participation in the plans for FCSP-E scalability (i.e., sustainability plan includes outreach, advocate and market program services).
  - c. Building the countywide data bank of evidence based child abuse prevention, risk prevention, and early intervention tools.
11. Facilitators/Parent Educators must be certified by completing a Three-Day Facilitator Training and Seminar for NPP through the Family Development Resources, Inc. at the time of contract award.
12. Identified facilitators/parent educators must have experience in group facilitation and/or home-based facilitation and receive regular supervision.

13. Must provide FCSP programs at times that are convenient and accessible to parent's schedules (weekends, evenings, etc.).
14. Must utilize following evaluation tools including:
  - AAPI-2.1 Form A Pre-Assessment
  - Family Nurturing Plan tracked by parent educators
  - AAPI-2.1 Form B Post-Assessment (procedure to capture participant if exiting prior 16 lessons of NPP)
  - Family Nurturing Journal for parents
  - FDM Family Empowerment Plan
15. Must provide childcare with developmentally appropriate activities for the children in accordance with the selected NPP.
16. Must provide Structured Case Management using the Family Development Matrix (FDM) based on Family Empowerment Plan and complete case management not to exceed 3 months (90 days) beyond completion of the NPP.
17. Participants that are not currently enrolled in or dropped out of NPP may not receive on-going Structure Case Management using the FDM.
18. Must demonstrate capacity to follow-up on referrals to ensure successful connections are made based on ASQ-3 and FDM results.
19. Must demonstrate capacity to nurture relationships with families, collaborate with resource providers to follow-up on referrals to ensure successful connections are made, to meet ongoing family needs and link families to community services as needed/appropriate. (i.e., Help Me Grow, Maternal Health Network, Quality Start San Bernardino: Quality Rating Improvement Systems, Screening, Assessment, Referral & Treatment/Early Identification & Intervention Services (SART/EIIS), First 5 Breath-mobile, Departments in County of San Bernardino, Footsteps 2 Brilliance etc.)
20. Must attend F5SB Quarterly Report Meeting and present on the following:
  - Capacity to capture, track and analyze information (type of referral, referred to whom, referred by whom, connections made, satisfaction, effectiveness and value of treatment).
  - Report performance outcomes to ensure continued quality improvement.
  - Report success/concerns regarding FCSP-E and agency operation.
21. Must demonstrate effective capacity to nurture relationships with families, collaborate with resource providers, outreach, advocate, and market program services.
22. Actively participating in the IECC-FCSP Cooperative Expansion Project.

**Priority Consideration**

1. Priority consideration will be given to proposers that address removing transportation barriers.
2. Priority will be given to proposers that address Nurturing Fathers and link to resources that support fatherhood engagement.

**Program Restrictions for FCSP – E**

**Nurturing Parenting Programs & Matrix Outcomes Model**

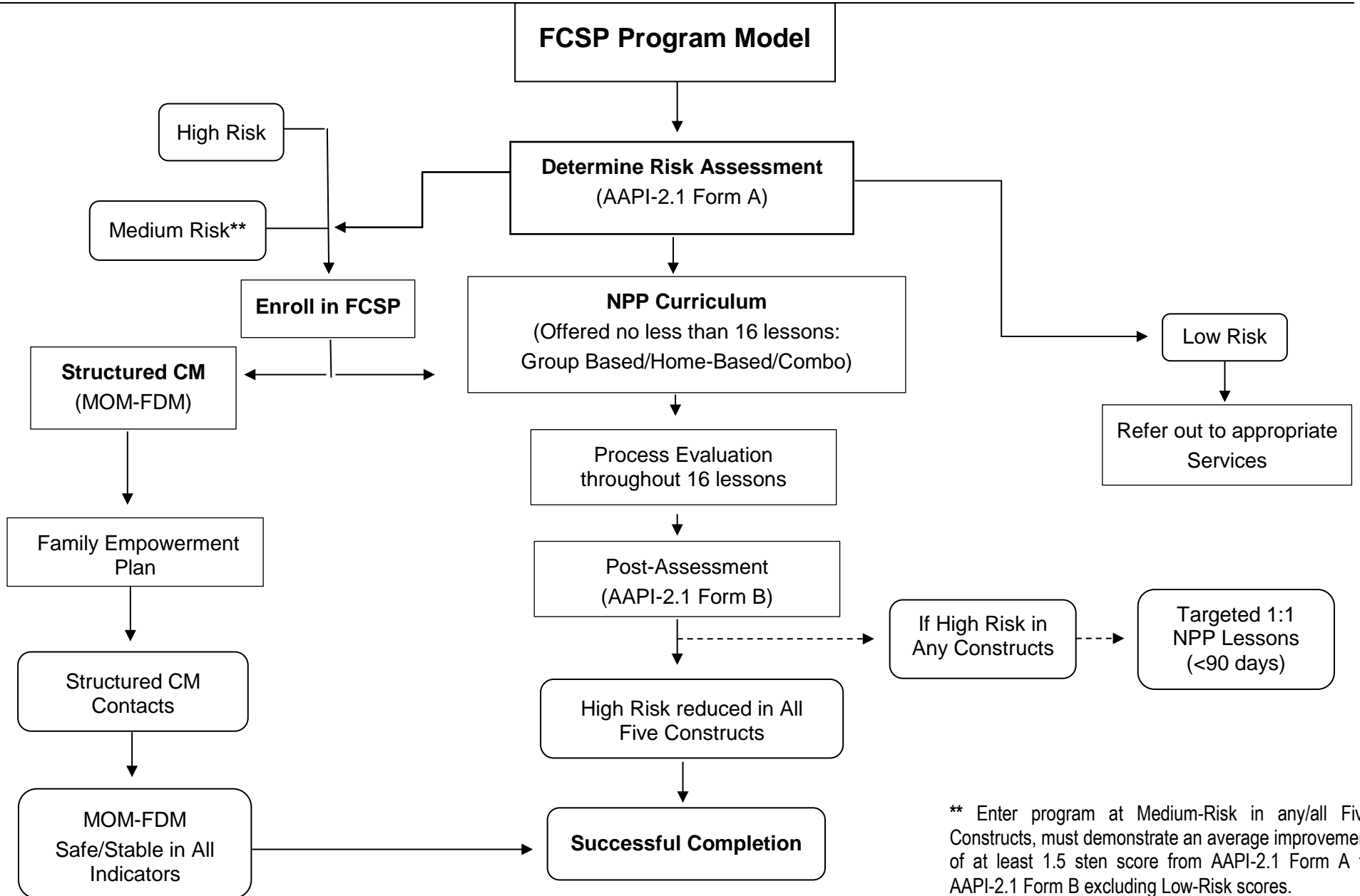
1. Participant supports are limited to items purchased to remove transportation barriers and/or to provide motivation to participants **upon completion** of the program. Items purchased should be relative to the program objectives. Gift cards and vouchers are **not** an allowable expense.



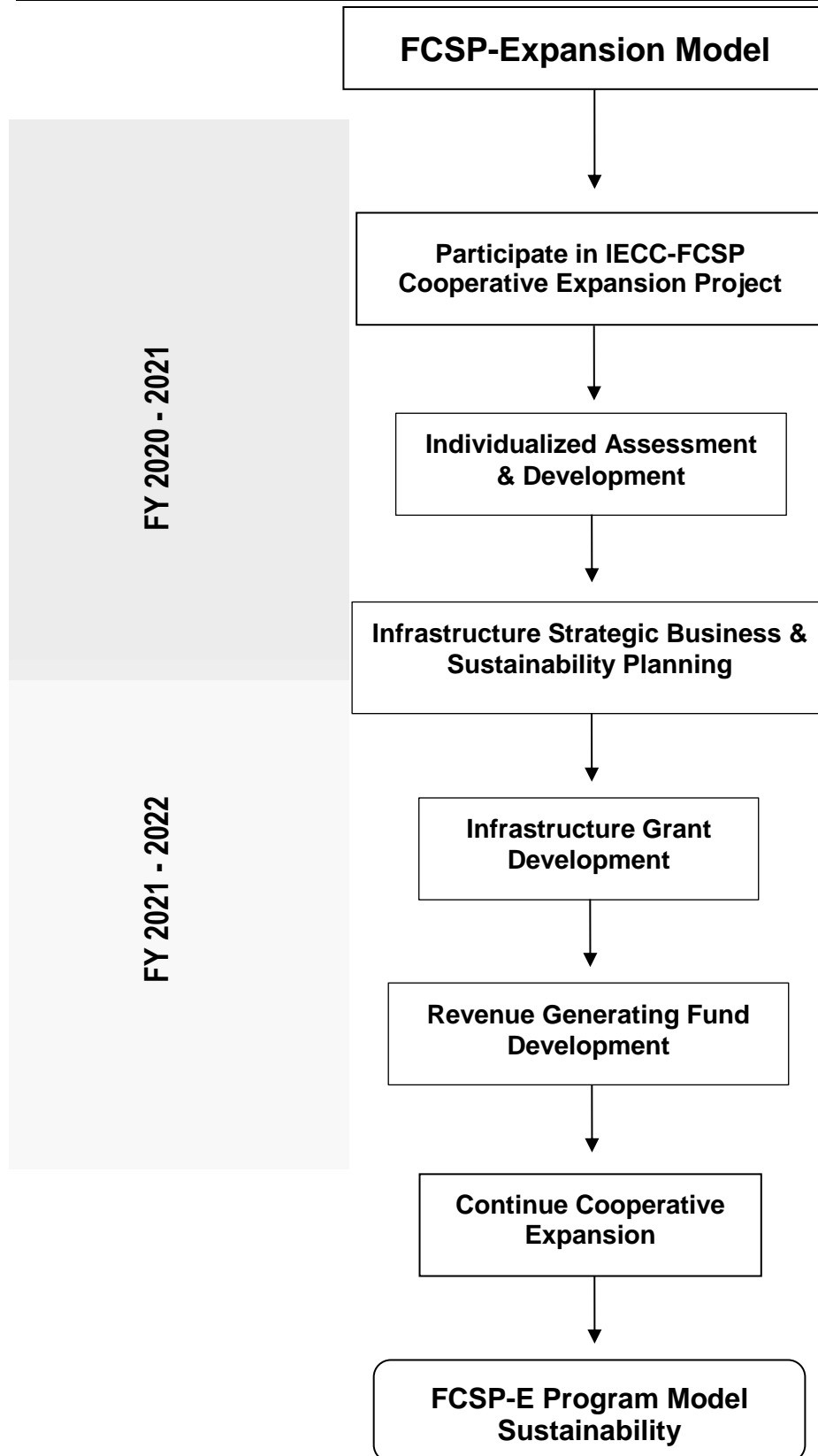
**Activities and Indicators**

OBJECTIVES	ACTIVITIES	INDICATORS
Scale FCSP Initiative	System Wide Development	<ul style="list-style-type: none"> <li>➤ Participation in IECC-FCSP Cooperative Expansion Project</li> </ul>
Improve Parenting Competency	Parenting Sessions <ul style="list-style-type: none"> <li>➤ Group</li> <li>➤ Home-Based</li> <li>➤ Combination of group/home-based</li> </ul>	<ul style="list-style-type: none"> <li>➤ Utilizing Nurturing Parenting Program curriculum</li> <li>➤ Pre-Assessment through Adult-Adolescent Parent Inventory (AAPI-2.1 Form A)</li> <li>➤ Enroll High-Risk and/or Medium-Risk range Families as identified on AAPI-2.1 Form A</li> <li>➤ Refer out if Low-Risk range in all Five Constructs on AAPI-2.1 Form A</li> <li>➤ Process evaluation through Family Nurturing Plan tracked by parent educators and Family Nurturing Journal for parents</li> <li>➤ Post-Assessment through Adult-Adolescent Parent Inventory (AAPI-2.1 Form B)</li> <li>➤ Successful outcome criteria:               <ol style="list-style-type: none"> <li>1. Enter program at High-Risk in any/all Five Constructs, must exit out of High-Risk range in all Five Constructs</li> <li>2. Enter program at Medium-Risk in any/all Five Constructs, must demonstrate an average improvement of at least 1.5 sten score from AAPI-2.1 Form A to AAPI-2.1 Form B excluding Low-Risk scores                   <ol style="list-style-type: none"> <li>A. Developmental Expectations</li> <li>B. Parental Level of Empathy</li> <li>C. Belief in the use of Corporal Punishment</li> <li>D. Reversing Parent-Child Family Roles</li> <li>E. Oppressing Children's Power and Independence</li> </ol> </li> </ol> </li> <li>➤ If after completing 16 lessons of NPP and AAPI-2.1 Form B has any constructs remaining in High-Risk, continue to work with family 1:1 to decrease specific construct from High-Risk down to Medium or Low-Risk range up-to 90 days</li> </ul>

<p>Improve Family Self-Sufficiency</p>	<p>Structured Case Management (CM) Sessions</p>	<ul style="list-style-type: none"> <li>➤ Utilizing the Matrix Outcomes Model (MOM) Family Development Matrix (FDM) evaluation tool</li> <li>➤ Develop Family Empowerment Plan</li> <li>➤ Families will reach a status level of at least <b>safe</b> on all indicators of the FDM</li> <li>➤ Case Management services are available up to 90 days after successful completion of the NPP curriculum</li> </ul>
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\*\* Enter program at Medium-Risk in any/all Five Constructs, must demonstrate an average improvement of at least 1.5 sten score from AAPI-2.1 Form A to AAPI-2.1 Form B excluding Low-Risk scores.





**PROPOSAL SUBMISSION CHECKLIST**

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

	Items Completed	Number of Pages
1.	Cover Letter	
2.	Table of Contents	
3.	Proposal Submission Checklist (Attachment A)	
4.	Statement of Certification (Attachment B)	
5.	Proposal Narrative Application Template (Attachment C)	
6.	Organizational Chart	
7.	Logic Model	
8.	Board of Directors Information- Board Roster and Board Meeting Schedule/Calendar	
9.	Contract History (Attachment D)	
10.	Reportable Conditions (Attachment E)	
11.	Exceptions and Disclosures (Attachment F)	
12.	Subcontractor Information (Including MOU and Attachment G)	
13.	Financial Capacity (Including applicable financial documents) and Attachment H	
14.	Insurance (Submit proof or ability to obtain proof)	
15.	Program Budget and Budget Narrative (Include a program budget and budget narrative for each fiscal year, for 3 years)	
16.	IF APPLICABLE: Proof of 501c3 status, if applying as such	

**STATEMENTS OF CERTIFICATION**  
**RFP 19-02**



	STATEMENT	AGREE (Initial)	DISAGREE WITH REQUIREMENT (Initial and explain in Attachment F- Exceptions)
1.	Services will be provided as described in the Request for Proposals, beginning July 1, 2020 through June 30, 2023.		
2.	The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
3.	All declarations in the proposal and any attachments are true and shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.		
5.	The proposer agrees that all aspects of the RFP 19-02 and the proposal submitted shall be binding if the proposal is selected and a Contract is awarded.		
6.	Proposer will provide the Commission with any other information that the Commission determines necessary for an accurate determination of the Proposer's ability to perform services as proposed.		
7.	If selected, the Proposer agrees to comply with all applicable rules, laws and regulations.		
8.	Proposer agrees to the right of the County, State and Federal governments to audit the Proposer's financial and other records.		
9.	Will permit official representatives of First 5 San Bernardino access to its facilities, staff, and records in conducting pre-award correspondence and/or site visits in connection with this proposal.		
10.	Hereby authorizes First 5 San Bernardino to contact any references and/or sources named, herein, in order to verify funding, accreditation, performance, and other information deemed necessary for review of this proposal.		

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Signature (*Authorized Signer*)

\_\_\_\_\_  
 Agency/Company

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Address



**PROPOSAL NARRATIVE APPLICATION TEMPLATE**

**Brief** synopsis of the Proposer's understanding of the Commission's needs as outlined in the RFP 19-02 and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal. Responses applies to FCSP Program Model (Exhibit B) only, not FCSP-E Program Model (Exhibit C).

A narrative description of the proposed program and the plan to achieve the Commission's desired outcomes.

Describe the program objectives.

Describe program activities.

Describe the program outputs.

Describe the expected outcomes.

Describe any additional evaluations tools utilized beyond those required in the RFP and Exhibit A.

Describe staffing for the program, including basic level of responsibilities, duties, supervisory structure, level of authority and experience of staff members, and licensure.

Include the **organizational chart** indicating lines of authority for staff in the context of the proposed program.

State the address of the facility and hours of operation and explain why it is appropriate for the services proposed (in targeted Geographic Service Area; near mass transit; user friendly; facility layout; etc.).

Include the area/region the Proposer plans to serve, and cities within that region.

Describe the marketing strategies to engage target population(s), collaborate with resource providers, and conduct outreach and advocacy efforts.

Use the separate Attachment C Word document file

Describe the Organization's experience and number of years providing proposed services.

Explain the connections the Organization currently has in place to support the proposed program (collaborative, partners, etc.) List like services in your proposed region and services that compliment/enhance your delivery of service.

If Parent-Peer is being utilized in your service delivery approach, describe how it would be implemented to support the proposed program. What are the expected outcomes?

Estimate the number of unique or unduplicated participants that will complete the program achieving the Commission's expected outcomes and describe your outreach methods for ensuring that estimated number. (Reference Exhibit A.)

Estimate the anticipated cost per positive outcome, explain the method for estimating such cost, and your Organization's methods for achieving outcomes cost effectively.

Describe your Organization's plans for sustainability and system-wide collaboration.

**Statement of Readiness** – Describe your Organization's state of readiness to implement the proposed project.

**Logic Model** – Attach a model illustrating objectives, inputs, outputs activities, and expected outcomes as applicable to the proposed programs. Include in the logic model:

- a. A timeline for the proposed program
- b. Target population(s)
- c. Dosage
- d. Method of delivery (in-home, center-based, etc.)
- e. Explanation of any assumptions and/or constraints.

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

- a. Business name of the Proposer and legal entity such as corporation, partnership, etc.
- b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
- c. A statement that the Proposer has a demonstrated capacity to perform the required services.
- d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.



**Board of Directors** – Describe the level of board involvement currently in effect, include the following information:

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

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

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



**CONTRACT HISTORY**

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

<b>Contract Period (From-To)</b>	<b>Type of Service</b>	<b>Total Award Amount and Annual Amount</b>	<b>Service Location/Area</b>	<b>Contract Contact Name, Title, Agency, Address Phone #, Email</b>	<b>Current</b>	<b>Completed</b>	<b>Terminated (State Reason)</b>
<i>Example: 7/1/11-6/30/15 3 year contract and 1 year extension</i>	<i>Parent Education</i>	<i>\$1,000,000 (200,000 annually)</i>	<i>West End (Ontario, Chino, Chino Hills, Montclair, Upland)</i>	<i>Dr. Wendy Lee Staff Analyst II First 5 San Bernardino 735 E. Carnegie Drive San Bernardino, CA 92408 (909) 252-4254 Wendy.lee@cfc.sbcounty.gov</i>		X	

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Signature (*Authorized Signer*)

\_\_\_\_\_  
 Agency/Company

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Address



**REPORTABLE CONDITIONS**

STATEMENT		NONE TO DISCLOSE (Initial)	DISCLOSURES (Initial and explain in Attachment F-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 (*Authorized Signer*)

\_\_\_\_\_  
 Agency/Company

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Address



**EXCEPTIONS AND DISCLOSURES TO RFP 19-02**

Proposer has reviewed the RFP and Contract Requirements and terms in their entirety and has the following exceptions:

(Please list your exceptions by indicating the section or paragraph number, and page number as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

---

**DISCLOSURES**

Proposer reports the following:

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**PROPOSER'S FINANCIAL CAPABILITY**  
**Use this page as a cover sheet for financial documents.**

**Section XII, Sub Section C, Item #10 of this RFP**

**(Check applicable documents)**

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

**OR**

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

**AND**

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