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## Agenda: Children and Families Commission 09-2014

735 East Carnegie Drive, Suite 150, San Bernardino, California 92408

Meeting	date,	time,
and place	:e	

September 10, 2014 - 3:30 p.m.

First 5 San Bernardino

**Commission Conference Center** 

#### Pledge of Allegiance

Chair or designee will lead the Pledge of Allegiance

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

# Conflict of Interest Disclosure

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

Advisory Committee Report by Margaret Hill, Chair

Report

Report

Executive Director's Report by Karen E. Scott

#### **Consent Item**

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

Item No.	CONSENT ITEM
1	Approve minutes of August 6, 2014 Commission Meeting.
<b>I</b>	(Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

The agenda and supporting documents are available for review during regular business hours at First 5 San Bernardino, 735 East Carnegie Drive, Suite 150, San Bernardino, California 92408.

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

# Agenda: Children and Families Commission 09-2014 September 10, 2014

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Item No.	DISCUSSION ITEM
2	Approve Amendment A2 to Contract SI010 with Children's Fund to redirect \$58,000 for Fiscal Year 2014/2015 to San Bernardino Preschool Services Department (PSD) for Emergency Needs/Voucher Program Services. (Presenter: Bobbi Albano, Staff Analyst II, 252-4266)  Continued from August 6, 2014 Commission Meeting
3	Approve Amendment 2 to Contract HW042 with Kids Come First to increase the contract amount by \$25,000 for FY 2014/15 for a total contract amount of \$221,869. (Presenter: Karen E. Scott, Executive Director, 909-252-4252)
4	Approve the Family and Community Support Partnerships (FCSP) - Family Support Services (FSS) Request for Proposals (RFP) 14-02 for FY 2015-2018, in an amount not to exceed \$3.5 million per year and \$10.5 million for the three year funding cycle. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)

#### **Public Comment**

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

# Commissioner Roundtable

Open to comments by the Commissioners

#### **Next Meeting**

October 22, 2014

PLEASE NOTE - MEETING HELD ON FOURTH WEDNESDAY OF OCTOBER

First 5 San Bernardino

Commission Conference Center

The agenda and supporting documents are available for review during regular business hours at First 5 San Bernardino, 735 East Carnegie Drive, Suite 150, San Bernardino, California 92408.



## CHILDREN AND FAMILIES COMMISSION for San Bernardino County AGENDA: September 10, 2014

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contractor	Principals & Agents	Subcontractors; Principals & Agents	Commissioner Abstentions
1	N/A	N/A	N/A	
2	Children's Fund	Erin D. Phillips President/CEO	N/A	
3	Kids Come First	Beverly Speak CEO/Executive Director	N/A	
4	N/A	N/A	N/A	





## Minutes: Children and Families Commission Meeting

735 East Carnegie Drive, Suite 150, San Bernardino, California 92408

Meeting Date, Time and Location August 6, 2014 3:30 p.m.

Chair Haugan called the meeting to order at 3:36 p.m.

Pledge of Allegiance

The Pledge of Allegiance was led by Chair Haugan

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

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

#### **Attendees**

#### **Commissioners Present**

- Leslie Egge
- Linda Haugan
- Margaret Hill
- Elliot Weinstein, M.D.

#### **Staff Present**

- Karen E. Scott, Executive Director
- Cindy Faulkner, Operations Manager
- Ann M. Calkins, Executive Assistant
- Debora Dickerson-Sims, Administrative Supervisor II
- Staci Scranton, Supervising Office Assistant
- Mary Jaquish, Supervisor
- Ruth Ann Martinez, Staff Analyst II
- Bobbi Albano, Staff Analyst II
- Mary Alvarez, Staff Analyst II
- William Kariuki, Staff Analyst II
- · Chrystina Smith-Rasshan, Staff Analyst II
- Ronnie Thomas, Staff Analyst II
- Leslie Fountain, Media Specialist II

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Report – Karen E. Scott Executive Director

#### **Advisory Committee**

I am working to articulate the major role and objectives for our Advisory Committee and want them to know they are valued by the Commission. Because our work is cyclical and meetings here to now have been somewhat sporadic, we tend to lose touch with our membership. I have asked for acknowledgement from members who are no longer able to serve. There are 20 seats currently filled including the Chair and Vice-Chair and our by-laws allow up to 25 members. Active recruitment of Advisory Committee members with targeted expertise and community representation will ensue shortly. Information related to this recruitment will be placed on the First 5 San Bernardino website.

#### Maternal Mental Health - Postpartum Depression

Recently the Commission heard public comments about the need for Maternal Mental Health services, specifically those addressing Postpartum Depression in San Bernardino County. A group of stakeholders, including First 5, SB County DBH, SB County Public Health, ARMC, IEHP and others came together to identify those resources currently available to those suffering from Postpartum Depression. What we found was a *real strength* in our communities and there *are* many services available.

This group of stakeholders agreed to take a collaborative approach to increasing awareness, improving communication, enhancing services and to explore the following tasks:

- Establish a working group to meet regularly of partner agencies that have compelling interest in this disorder.
- Identify screening tools that could be effective in aiding professionals and non-professionals in determining the likelihood an individual is at risk of or is struggling with post-partum depression. This includes both mothers and fathers.
- Assist in making this screening tool available Countywide.
- Ensure the development of a comprehensive directory of support providers and work with 211 to house and disseminate that information.
- Complete surveying of local area needs within contract Provider Resource Centers to determine the necessity of creating support groups.
- Examine the possibility of expanding SART services to include screening mothers who come to the SART centers and providing appropriate services or referrals for those with indications of postpartum depression.
- Develop a plan for a long term, widely impactful "awareness campaign" being mindful of the cultural diversity that exists in our County and how that can affect successful reach into our many communities.

First 5 San Bernardino has contracted with Children's Network in this fiscal year to initiate an awareness campaign for postpartum depression and others will build upon that work.

#### Autism Collaborative - Center for Excellence

A collaborative group of stakeholders consisting of IEHP (the County's largest health insurance provider which includes 80% of Medi-Cal covered individuals), Loma Linda Children's Hospital, Inland Regional Center, County Boards of Education, SELPA, First 5 San Bernardino, First 5 Riverside, Arrowhead Regional Medical Center and others have been at the table for several years now working to open the regional Autism Center for Excellence.

The Center is to serve both Riverside and San Bernardino County children. This is envisioned to be a "one stop" for children 2-5 years old, to receive screening, assessment, diagnosis and referral related to Autism Spectrum Disorder. It is the

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goal that the diagnosis obtained from the Center will be readily accepted by the insurers and those responsible for providing services, including IRC, SELPA and behavioral health care providers so that the family does not have to jump through hoops and go from place to place to get real answers and determine life plans for their child.

The projected cost for "start up" of this Autism Center for Excellence is about \$1.6 million. The leadership assures us that the system will be self-sufficient within 2-3 years through insurance billing.

Although there is still some planning, discovery and agreement work to be done, as a participating collaborative partner, I trust that the Commission can be committed to helping establish the foundation for this system of care and consider investing in the Autism Center for Excellence to also strategically effectuate the valuable potential for leveraging not only State and Federal funding but collaborative funding from other participating partners such as IEHP, Loma Linda, First 5 Riverside, San Bernardino County Board of Education. Updates will be shared with the Commission as additional information becomes available.

#### **Executive Director's Report**

On Page 1 there is a very important message regarding First 5 planning work around procurement of services to serve children ages 0-5 and their families.

First 5 San Bernardino staff, Advisory Committee, consultants and collaborative partners are diligently crafting recommendations to the Commission for procurement of specific objectives and priorities as outlined in the newly adopted Strategic Plan covering Child Health, Early Learning, Family and Community Support.

We want the community to know that the First 5 San Bernardino Commission is committed to procuring research-based, sustainable, effective services and those that yield the greatest outcomes for young children and reach the children and families most in need of these services.

This is a daunting task as the Commission is now working with \$9 million less in the next funding cycle. This requires strategic changes in how the Commission identifies and supports needs and how service delivery will be procured.

Intense research results for evidenced based and best practices and the data, outcome and performance measures collected by First 5 through all funding cycles will help create the procurement roadmap for the next few years.

As the Commission focuses on strengthening systems and Collective Impact, the great benefit of collaborative relationships will help guide the strategic "paring down" of investment dollars with a "ramping up" of results. More information is due to come before the Commission as quickly as possible regarding the priority goals of future funding and release of requests for proposals.

On Page 2 you will find information on the increase from 54% to 57% in the number of newborns exclusively breastfed in San Bernardino County hospitals.

On Page 3 is a feature celebrating our 2014 Funders Forum graduates. Congratulations to those eight non-profit agencies for their completion of the tenmonth program, where through an intensive curriculum, participants learned to improve and establish sustainable practices in funding and operations.

We were privileged to have Supervisor Gary Ovitt as our guest speaker to touch on

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the importance of strong nonprofit agencies operating in San Bernardino County and their ability to expand their capacity and bring in vital resources where needed.

I would like to thank our Funder's Panel: Annenberg Foundation, The California Endowment, Citizen's Business Bank, Inland Empire United Way, JP Morgan Chase, Kaiser Permanente, Riverside Arts Council and Riverside Community Health Foundation for their service providing first-hand insight from a corporate perspective on how to approach funding opportunities and increase chances of a successful pitch.

One of our most highly attended signature events; the Annual Summer Swim Fest is highlighted on Page 4.

With two child drownings in San Bernardino County this year, First 5 is proud to have a part in educating parents about active adult supervision, barriers such as fencing and self-latching gates, CPR classes and swimming lessons for children in order to prevent this kind of tragedy in the future. I extend heartfelt kudos to LuCretia Dowdy, our Community Engagement Specialist, Leslie Fountain, our Media Specialist, our AmeriCorps workers and all of the dedicated First 5 staff for their part in making this event happen so successfully.

# Changes to the Agenda

Ann Calkins, Executive Assistant, announced the following change:

 Agenda Item 3 is being taken off calendar and will be presented at the September Commission Meeting.

## Consent

A motion was made by Commissioner Egge and seconded by Commissioner Weinstein to approve the Consent Items. With Commissioners Ramos and Ohikhuare absent and without further comment or objection, motion carried by unanimous vote.

Item No.	CONSENT
1	Approve minutes of June 4, 2014 Commission Meeting.
1	(Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
	Amend and Approve Appendix B of the following policy: Conflict of Interest CFC SB
2	Policy 04-02 A6.
	(Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

Item No.	DISCUSSION
3	Approve Amendment A2 to Contract SI010 with Children's Fund to redirect \$58,000 for Fiscal Year 2014/2015 to San Bernardino Preschool Services Department (PSD) for Emergency Needs/Voucher Program Services. (Presenter: Bobbi Albano, Staff Analyst II, 252-4266)  This item taken off calendar and will be presented at the September meeting.
4	Approve the Capacity Continuum Project Request for Qualifications (RFQ) 14-01 and authorize release for an investment opportunity aimed at attracting a qualified group or individual interested in working with the Commission to assist in the facilitation and implementation of the First 5 San Bernardino Capacity Continuum Project. This is for a contract period of three (3) fiscal years beginning October 23, 2014 through June 30, 2017 and not to exceed a total of \$750,000.

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	(Presenter: Cindy Faulkner, Operations Manager, 252-4253)
	<u>Discussion</u> Commissioner Hill asked how the RFQ is advertised. Ms. Faulkner answered that First 5's media specialist disseminates the information via email, newspapers, Twitter and Facebook to First 5 agencies, other non-profits, etc. The information is also posted on the First 5 website and a press release will be created as well.
	Commissioner Egge asked if a sufficient number of applicants applied the last time this type of RFQ was released. Ms. Faulkner answered that three organizations applied. Ms. Faulkner stated that awareness around capacity building has increased recently and that there is a need for it in the community. Since more people are paying attention to this hot topic perhaps a bigger number of applicants will apply this time.
	A motion was made by Commissioner Weinstein and seconded by Commissioner Hill to approve Agenda Item 4. With Commissioners Ramos and Ohikhuare absent and without further comment or objection, motion carried by unanimous vote.
	Public Comment None
	Approve Contract with Prevent Child Abuse California (PCA CA) in the amount of \$73,000 in matching funds for four (4) AmeriCorps service member positions to provide school readiness services for Fiscal Year 2014-2015. (Presenter: Mary Alvarez, Staff Analyst II, 252-4258)
5	<u>Discussion</u> Commissioner Egge asked why the contract is with Prevent Child Abuse California versus something such as in School Readiness. Ms. Alvarez answered PCA is the direct federal contractor and provides the funding for this particular program. Commissioner Hill commended the AmeriCorps workers for wanting to continue to work in this area.
	A motion was made by Commissioner Egge and seconded by Commissioner Weinstein to approve Agenda Item 5. With Commissioners Ramos and Ohikhuare absent and without further comment or objection, motion carried by unanimous vote.
	Public Comment None

Item No.	INFORMATION		
	Receive Information on Comprehensive Asset Mapping Project Report. (Presenter: Mary Jaquish, Supervisor, 252-4254; Dr. Joelle Greene and Anna Cruz from Harder+Co)		
6	Comments Commissioner Weinstein commended the excellent presentation and acknowledged the information will be very useful in future planning. Commissioner Weinstein stated that some of the needs listed in the report will be beyond the parameters of the Commission, however, that does not mean this information should be set aside. He hopes there is a plan to present this information to other organizations, counsels, cities, or county governments that can address this issue. Dr. Greene stated Harder+Co staff is working with First 5 to disseminate this		

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information to the proper channels. Dr. Greene also mentioned that whenever possible County agencies were "tagged" in the report such as Community Vital Signs to create linkages, especially knowing that the Commission does not have the financial resources or the reach to achieve all these goals. Karen Scott mentioned that Greg Devereaux, County CAO, requested copies of the report be shared with his office. The initial reports were shared with the leadership of each city, of which, the city of Colton became very active in utilizing the data.

Commissioner Egge asked if this report was shared with the parents who participated in the sessions. Anna Cruz reported this information was mainly shared with city leadership and service providers. Parents did not receive this report since many of the participants did not provide contact information. Individual city reports can be found on the First 5 website and press releases were published when the reports were finalized.

Commissioner Hill thanked Harder+Co staff for the presentation and expressed appreciation for the participants who seemed so willing and comfortable enough to talk about their concerns and issues and who were also grateful for the attention given to their community. Commissioner Hill asked what the next step is now that this information is known. Dr. Greene stated the hope is that this information is used as a tool for the Commission and disseminated widely so that other organizations such as CBO's or County departments can use the information in their own strategic planning. There are many points in the report that call for collaboration.

Dr. Greene reported that Harder+Co staff will add to their scope of work in the coming year to create an asset map for the City of San Bernardino, given their recent bankruptcy filing, to ascertain the fall-out for children and families. This is to help the Commission determine if any special mobilization is needed.

Chair Haugan stated this is one of her favorite reports and expressed her appreciation to Harder+Co staff for compiling the information. Chair Haugan acknowledged even though the Commission cannot fix everything it can surely contribute and enough Commission members are already seated in other committees that the information will be used. Dr. Greene mentioned that Harder+Co has additional data if needed.

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Receive information that as stated in the Letter of Intent accompanying the grant application submission by Preschool Services, First 5 San Bernardino intends to provide funding, as a non-federal contribution for coaching and mentoring to support the County of San Bernardino Preschool Services Department, partnering with the Child Care Resource Center to implement the Early Head Start - Child Care Partnership program in San Bernardino County. In addition, the Commission will support the children served under this grant with the First 5 funded dental program, also as a non-federal match.

(Presenter: Karen E. Scott, Executive Director, 252-4252)

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None

#### Commissioner Roundtable

None

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#### Adjournment

A motion was made by Commissioner Weinstein and seconded by Commissioner Hill to adjourn the meeting. With Commissioners Ramos and Ohikhuare absent and without further comment or objection, the meeting adjourned at 4:48 p.m. by unanimous vote.

#### Next Commission Meeting at First 5 San Bernardino

September 10, 2014 3:30 p.m. to 5:00 p.m.

NOTE: Due to the Labor Day Holiday, this meeting falls on the Second Wednesday in September.

Linda Haugan, Chair

Ann M. Calkins, Commission Secretary



### AGENDA ITEM 2 SEPTEMBER 10, 2014

**Subject** 

Children's Fund Daily Referral/Voucher Program and Preschool Services Department MOU for Administrative Services

Recommendations

Approve Amendment A2 to Contract SI010 with Children's Fund to redirect \$58,000 for Fiscal Year 2014/2015 to San Bernardino Preschool Services Department (PSD) for Emergency Needs/Voucher Program Services. (Presenter: Bobbi Albano, Staff Analyst II, 252-4266)

# Background Information

On April 3, 2013 First 5 staff recommended Commission approval of Contract SI010 A1 with Children's Fund in the total amount of \$1,948,536 for Emergency Needs/Voucher Program services. This contract provided allowances for Children's Fund to work in conjunction with First 5 funded Resource Centers to make provisions for "hard goods" to participants within their programs.

Children's Fund is unique in that they are a non-profit fund-raising organization with the capability of negotiating and strengthening buying power for "hard goods" needed to sustain "at risk" children and families in crisis, unlike any other entity within the system of care. This provision is supported by the Protective Factors Framework, in that providing concrete support in times of need helps families by providing stability for family members to get through the crisis.

One of First 5's priorities is to leverage existing services in order to serve more children in our county. Children's Fund is in a unique position to provide a one-to-one match of funding in some strategic areas for county departments serving children. Originally, Contract SI1010-A1 with Children's Fund, provided access to services only through First 5 Resource Centers. Recently, First 5 became aware of the opportunity to leverage \$50,000 of its existing investment with Children's Fund, to support and enable PSD to continue to participate in the Children's Fund San Bernardino County Voucher Program. The Voucher Program provides families with emergency access to hard goods similar to First 5 Resource Centers.

Given this opportunity, First 5 Staff recommends the following:

- A. Redirect \$50,000 to PSD for the San Bernardino County Voucher Program, to be administered from the Children's Fund budget. The Voucher Program allows PSD to issue vouchers for items such as beds, clothing, infant items, cribs, etc. for emergency and supportive services assistance to be determined by Preschool Services. Children's Fund will match the \$50,000, giving PSD a total of \$100,000 to utilize throughout the 2014-2015 fiscal year.
- B. Redirect an additional \$8,000 to PSD to pay for the administration of the Voucher Program. The administration and oversight of the Voucher Program is handled by the County of San Bernardino Human Services administration.

The Children's Fund program manager, experienced with triage and assessment of requests countywide, will support the First 5 Resource Centers and PSD sites

### AGENDA ITEM 2 SEPTEMBER 10, 2014 PAGE 2

throughout the County.

In addition, Children's Fund will continue to support the Annual Children's Fund Celebration of Giving Toy Drive focusing on providing educational and age-appropriate toys to children from birth through age five who are case-managed through Children and Family Services and other human services departments throughout San Bernardino County. Research shows that children learn best when they are exploring and learning from their environment. Children who receive sufficient early stimulation through developmentally appropriate toys and activities are more likely to be successful in school, be life-long learners, and to lead healthier, more productive lives.

Pending Commission approval, First 5 Resource Centers, Children's Fund and PSD will provide and participate in the Emergency Needs/Voucher Programs as a safety net service and support the development of a system serving children prenatal through 5, their families and communities for sustainable and collective impact.

#### **Financial Impact**

Total financial investment of \$1,948,536 for Fiscal Years 2012-2015.

**Review** 

Regina Coleman, Commission Counsel

Report on Action as ta	ıken		
Action:			
Moved:	Second:		
In Favor:			
Opposed:			
Abstained:			
Comments:			
Witnessed:			



# Program Outline Document 2014-2015

<b>AGENCY INFOR</b>	MATION		
		Contract #:	SI010 A2
Legal Entity:	Children's Fund		
Dept./Division:			
Project Name:	Children's Fund Daily Referral/Voucher Program	n (Emergency Needs) (in	cluding PSD voucher)
Address:	348 West Hospitality Lane, Suite 110	Phone #:	909-379-0000
	San Bernardino, CA 92408		
Website:	www.childrensfundonline.org	Fax #:	909-379-0006
Program Site	348 West Hospitality Lane, Suite 110	Client Referral	909-379-0000
Address:	San Bernardino, CA 92408	Phone #	

#### **CONTACT INFORMATION**

**CONTRACT REPRESENTATIVE/SIGNING AUTHORITY** 

Name: Erin Phillips Title: President and CEO

**Address:** 348 West Hospitality Lane, Suite 110 **Direct Phone #:** 909-379-6021

San Bernardino, CA 92408

Fax #: 909-379-0006

**E-Mail:** <u>erin.phillips@childrensfundonline.org</u>

PROGRAM CONTACT

Name: Betty Chambers Title: Program Manager

Address: 348 West Hospitality Lane, Suite 110 Direct Phone #: 909-379-6028

San Bernardino, CA 92408 Fax #: 909-379-0006

E-Mail: Betty.Chambers@childrensfundonline.org

FISCAL CONTACT

Name: Stacy Iverson Title: Chief Operating Officer

Address: 348 West Hospitality Lane, Suite 110 Direct Phone #: 909-379-6023

San Bernardino, CA 92408

**Fax #:** 909-379-0006

**E-Mail:** <u>Stacy.iverson@childrensfundonline.org</u>

ADD Nam	ITIONAL CONTACT (Describe	•			Title:		
Addr	ess:				Direct	: Phon	e#:
E-Ma							
PRO	GRAM INFORMATION						
ТҮРЕ	OF AGENCY Educational Institution	Desc	ribe:	Choose an item.			
	<b>Government Agency</b>	Desc	ribe:	Choose an item.			
	Private Entity/Institution	Desc	ribe:	Choose an item.			
	Community-Based	Desc	ribe:	Non Profit			
FIRS	Γ 5 FOCUS AREA	STRA	TEGY				
	Health		-	creening and Inter Care Access ealth	vention		Health & Safety Education Other:
	Education		-	ducation Programs to Quality Child Ca			Quality Provider Programs Other:
	Family		Resou	Education rce Center & Case gement			Other:
	Systems		Impler County	ated Systems Plann nentation ywide Information al Systems	ing &		Other: Emergency Needs Voucher Program
Child	GRAM DESCRIPTION ren's Fund will partner with agement or care coordinatio		contrac		a case		VICE AREA (LOCATIONS) atywide

Children's Fund will partner with First 5 contracted agencies with a case management or care coordination plan in place to provide basic needs to case managed clients. Children's Fund will also disburse developmentally appropriate toys to needy children through the Celebration of Giving Campaign. In addition, Children's Fund will partner with First 5 and Preschool Services Department (PSD) to provide basic hard good items to meet the needs of PSD clients. Emergency support includes (but not limited to) appliances, beds and bedding, car seats, clothing, diapers/wipes, food, formula, hygiene and school supplies. This resource will be provided in a one-time transaction with service accessibility throughout the year and a one-time reporting at the end of the fiscal year.

#### **COMMISSION LEVEL OUTCOMES**

By June 2015, 150 children in families that are case-managed or under a care-coordination plan will be provided basic needs.

By June 2015, Children's Fund will disburse developmentally appropriate toys to 7,500 needy children through the Celebration of Giving Campaign.

By June 2015, Children's Fund will partner with PSD to provide basic needs to 300 PSD clients (children).

**ASSIGNED ANALYST:** Bobbi Albano

#### **CONTRACT AMOUNT**

Fiscal Year	Am	ount
2012-2013	\$	649,512
2013-2014	\$	649,512
2014-2015	\$	649,512
Total	\$	1,948,536

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STANDARD CONTRACT	RRC	903	PROG	300	3357			SICIRY15	\$649,512	2
	Fund	Dept.	Organization	Appr.	Obj/Rev	Source	GRC	/PROJ/JOB No.	Amount	
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THIS CONTRACT is enter Commission for San Berna								he Childrer	n and Fam	ilies
Legal Name (hereinafter called the	e Contract	or)								
Children's Fund										
Department/Division										
Address					Prograr	n Address	(if diff	erent from lega	al address):	
348 W. Hospitality Lane										
San Bernardino, CA 92408										
Phone										
909.379.0000										
Federal ID No.										
33-0193286										

#### IT IS HEREBY AGREED AS FOLLOWS:

#### **AMENDMENT NO. 2**

#### SECTION II. CONTRACTOR'S SERVICE RESPONSIBILITIES

The following paragraphs are added to the contract:

- G. Redirect \$50,000 to San Bernardino County Preschool Services Department (PSD) for the San Bernardino County Voucher Program, to be administered from the Children's Fund budget. The Voucher Program allows PSD to issue vouchers for items such as beds, clothing, infant items, cribs, etc. for emergency and supportive services assistance to be determined by Preschool Services. Children's Fund will match the \$50,000, giving PSD a total of \$100,000 to utilize throughout the 2014-2015 fiscal year.
- H. Redirect an additional \$8,000 to PSD to pay for the administration of the Voucher Program. The administration and oversight of the Voucher Program is handled by the County of San Bernardino Human Services administration in accordance with Attachment C- HS Auditing Voucher Processing Calculation Worksheet for FY14-15.

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☐ Contract Database	☐ FAS
Input Date	Keyed By

#### SECTION III. CONTRACTOR'S GENERAL RESPONSIBILITIES

Paragraph CC. Reporting Requirements has been amended to include the following language:

Contractor will submit one (1) Program Report for the San Bernardino County Preschool Services Department (PSD) Voucher Program component which includes annual progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Report will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the fiscal year. Contractor is required by the Commission to complete and submit the Program Report electronically via the Commission's web based data system. Program Report is due on the last day of the month that follows the end of the fiscal year.

Initial Here

#### **ATTACHMENTS:**

Attachment A – The attached revised Scope of Work for 2014-2015 is added to the contract.

Attachment B –The attached revised Budget for 2014-2015 is added to the contract.

Attachment C - The attached HS Auditing Voucher Processing Calculation Worksheet for 2014-2015 is added to the contract.

All other terms and conditions of this contract remain in full force and effect.

CHILDREN & FAMILIES COM SAN BERNARDINO COUNTY		CHILDREN'S	FUND
		Legal Entity	
<b>&gt;</b>		<b>&gt;</b>	
Authorized Signature		Authorized S	ignature
Linda Haugan		Erin D. Ph	nillips
Printed Name		Printed Name	9
Commission Chair		President	& CEO
Title		Title	
Dated		Dated	
Official Stan	np		
Reviewed for Processing	Approved as	to Legal Form	Presented to Commission for Signature
<b>&gt;</b>	<b>&gt;</b>		<b>-</b>
Cindy Faulkner	Regina Colen	nan	Karen E. Scott
Operations Manager	Commission	Counsel	Executive Director
Date	Date		Date



Agency Name: Children's Fund

Program Name: <u>Emergency Needs Program</u>

**Contract #**: <u>SI010 A2</u> **Fiscal Year (FY)**: <u>2014 – 2015</u>

Service Area: COUNTYWIDE

Commission Level Outcome	Performance Objective	Service Activity  (The services or activities that are provided or conducted as part of achieving the program goal(s).)	Core or Aggregate	Client Target  (Expected # of unduplicated clients receiving service and client type)	Verification Method (How you will measure)
Community has access to services	By June 2015, Children's Fund will partner with First 5 contracted agencies with a case management or care coordination plan in place to provide basic needs to case managed clients.	Referrals for provision of basic needs	Aggregate	150 Children	Referral form and justification letter Resource Distribution Cover Sheet
Children develop within normal ranges in all domains	By June 2015, Children's Fund will disburse developmentally appropriate toys to needy children through the Celebration of Giving Campaign.	Referrals	Aggregate	7,500 Children	Toy Request Form Service Log
Community has access to services	By June 2015, Children's Fund will partner with PSD to provide basic needs to PSD clients.	Referrals for provision of basic needs for PSD children	Aggregate	300 Children	End of the year HS Admin/PSD Voucher Report

AGENCY NAME Children's Fund- Emergency Needs Program

DESCRIP	PTION	L PROGRAM COSTS	OTHER FUNDING	OONATED ESOURCES	FIRST 5 FUNDED PROJECT COSTS	First 5 Program Related Cost		First 5 Admin Cost		FIRST 5 %
A. SALAI	RIES & BENEFITS	Α	В	С	D					E
FTE	POSITION TITLE									
1 0.9	Program Manager	\$ 60,000	\$ 6,000	\$ -	\$ 54,000	\$	48,000	\$	6,000	90.00%
2 0.75	Fiscal Coordinator	\$ 35,000	\$ 8,750	\$ -	\$ 26,250	\$	20,000	\$	6,250	75.00%
3 0.5	Program Assistant	\$ 35,360	\$ 17,680		\$ 17,680	\$	16,000	\$	1,680	50.00%
4 0.2	Chief Operating Officer	\$ 90,000	\$ 72,000		\$ 18,000	\$	8,000	\$	10,000	20.00%
5 0.2	Events Coordinator	\$ 46,500	\$ 37,200	\$ -	\$ 9,300	\$	9,000	\$	300	20.00%
TOTAL	SALARIES	\$ 266,860	\$ 141,630	\$ -	\$ 125,230	\$	101,000	\$	24,230	46.93%
6	TOTAL BENEFITS	\$ 88,465	\$ 46,886	\$ -	\$ 41,579	\$	-	\$	41,579	47.00%
TOTAL	SALARIES, BENEFITS, PROGRAM & ADMIN	\$ 355,325	\$ 188,516	\$ -	\$ 166,809	\$	101,000	\$	65,809	46.95%

AGENCY NAME Children's Fund- Emergency Needs Program

DESCRIPTION	тот	AL PROGRAM COSTS	OTHER FUNDING	DONATED RESOURCES		FIRST 5 FUNDED PROJECT COSTS	st 5 Program elated Cost	First 5 Admin Cost		FIRST 5 %
B. SERVICES & SUPPLIES		A	В		С	D	D			Е
1 PROGRAM MATERIALS/SUPPLIES	\$	885,000	\$ 463,178	\$	100,000	\$ 321,822	\$ 321,822	\$	-	36.36%
2 PARTICIPANT SUPPORT/INCENTIVES	\$	94,320	\$ 29,320	\$	15,000	\$ 50,000	\$ 50,000	\$	-	53.01%
3 PROGAM SUPPORT FOR PSD CLIENTS	\$	100,000	\$ 50,000			\$ 50,000	\$ 50,000			50.00%
4 FOOD EXPENSE FOR CLASSES/MEETINGS										
5 STAFF DEVELOPMENT/TRAINING	\$	4,000	\$ 2,000	\$	-	\$ 2,000	\$ 1,000	\$	1,000	50.00%
6 EMPLOYEE MILEAGE/TRAVEL	\$	5,900	\$ 4,500			\$ 1,400	\$ 1,400			23.73%
7 ADVERTISEMENTS										
8 PRINTING	\$	5,000	\$ 2,500			\$ 2,500	\$ 2,500	\$	-	50.00%
9 POSTAGE	\$	6,000	\$ 5,000			\$ 1,000	\$ 1,000	\$	-	16.67%
10 SUBSCRIPTIONS										
11 OFFICE SUPPLIES	\$	5,600	\$ 4,000			\$ 1,600	\$ 400	\$	1,200	28.57%
12 OFFICE EQUIPMENT	\$	4,800	\$ 1,000			\$ 3,800	\$ 2,400	\$	1,400	79.17%
13 RENT/LEASE BUILDING	\$	80,037	\$ 61,483			\$ 18,554	\$ 10,000	\$	8,554	23.18%
14 BUILDING/EQUIPMENT MAINTENANCE										
15 UTILITIES	\$	12,302	\$ 9,786			\$ 2,516	\$ 2,000	\$	516	20.45%
16 INSURANCE / TAXES / LICENSES	\$	9,500	\$ 7,557	\$	-	\$ 1,943		\$	1,943	20.45%
17 PROFESSIONAL SERVICES/CONSULTANTS									_	
17.1 Bookkeeping	\$	32,000	\$ 25,600			\$ 6,400	\$ 4,000	\$	2,400	20.00%
17.2 Database Maintenance	\$	6,000	\$ 1,400			\$ 4,600	\$ 4,600			76.67%
17.3 IT Support	\$	14,000	\$ 8,250			\$ 5,750	\$ 4,750	\$	1,000	41.07%
17.4 Payroll Services	\$	4,000	\$ 3,182	\$	-	\$ 818	\$ -	\$	818	20.45%
17.5 PSD for HS Admin Accounting Fees	\$	8,000				\$ 8,000	\$ 8,000			100.00%
PROFESSIONAL SERVICES - SUBTOTAL	\$	64,000	\$ 38,432	\$	-	\$ 25,568	\$ 21,350	\$	4,218	39.95%
18 INDIRECT COSTS (AS APPROVED)										
TOTAL SERVICES/SUPPLIES	\$	1,276,459	\$ 678,756	\$	115,000	\$ 482,703	\$ 463,872	\$	18,831	37.82%

AGENCY NAME Children's Fund- Emergency Needs Program

DESCRIPTION	то	TAL PROGRAM COSTS	OTHER FUNDING	DONATED ESOURCES	FIRST 5 FUNDED PROJECT COSTS	First 5 Program Related Cost	First 5 Admin Cost	FIRST 5 %
C. SUBCONTRACTS		Α	В	С	D	ER		Е
SUBCONTRACTS - AGENCY NAME								
1 1					-			
TOTAL SUBCONTRACTS	\$	-	\$ -	\$ -	\$	\$ -	\$ -	
TOTAL PROJECT BUDGET	\$	1,631,784	\$ 867,272	\$ 115,000	\$ 649,512	\$ 564,872	\$ 84,640	39.80%
First 5 Funding %		100.00%	53.15%	7.05%	39.80%			
Administrative Cost %					100.00%	86.97%	13.03%	

## **BUDGET NARRATIVE - SALARIES & BENEFITS**

FISCAL YEAR 2014-2015

AGENCY NAME	Children's Fund- Emergency Needs Program	
		SI010 A2

Line	Position	Hours per	Total	Other	Other Funding	Donated	First 5 Costs	Narrative
		Fiscal Year	Program	Funding	Sources	Resource		(Please describe position duties)
			Costs			s		
1	Program Manager	1872	\$ 60,000	\$ 6,000	Children's Fund	\$ -	\$ 54,000	Provides coordination and oversight to the organization's emergency hard goods and services referrals to children and the process therein. Directly responsible for the running of the First 5 program and is the point of contact for referring case managers at the Family Resource Centers, program reporting and questions, and is also reponsible for maintaining professional levels of service, monitoring outcomes, and coordinating the work of related staff.
2	Fiscal Coordinator	1560	\$ 35,000	\$ 8,750	Children's Fund	\$ -	\$ 26,250	Provides support for processing requests, produces vouchers, cuts checks, reconciles spending, pays invoices, and other general fiscal duties. Provides administrative support for reporting requirements and billing.
3	Program Assistant	1040	\$ 35,360	\$ 17,680	Children's Fund		\$ 17,680	Provides support for Program Manager, including researching requests, facilitiating distribution of goods/services where necessary, ensuring necessary documentation is collected, identifying and communicating additional or aternative resources, and other general support activities.
4	Chief Operating Officer	416	\$ 90,000	\$ 72,000	Children's Fund		\$ 18,000	Manages the organization's operations, including program and fiscal work as well as contract compliance. Provides direct supervision and resources for related staff.
_	Events Coordinator	416	\$ 46,500	\$ 37,200	Children's Fund		\$ 9,300	Oversees the coordination of the Celebration of Giving Campaign providing toys, books and clothing to an estimated 7,500 young children throughout the county during the holidays.
	TOTAL SALAR	IES	\$ 266,860	\$ 141,630		\$ -	\$ 125,230	

Line	Listing of Covered Benefits	Total	Other	Other Funding	Donated	Firs	st 5 Costs	Narrative
	Medical, Dental, Vision, Worker's Compensation and applicable taxes	\$ 88,465	\$ 46,886		\$	\$	,	Benefits are calculated at 33.202%. This includes medical, dental, vision, worker's compensation, and other applicable taxes. Other funding is provided by Children's Fund.
T	OTAL SALARIES & BENEFITS	\$ 355,325	\$ 188,516		\$ -	\$	166,809	

# **BUDGET NARRATIVE - SERVICES & SUPPLIES**

FISCAL YEAR 2014-2015

AGENCY NAME	Children's Fund- Emergency Needs Program	
		SI010 A2

Line	Service/Supply	Total Program Costs	F	Other Funding	Other Funding Sources	_	onated sources	Firs	st 5 Costs	Narrative (Please describe need for services/supplies)
1	PROGRAM MATERIALS/SUPPLIES	\$ 885,000	\$	463,178		\$	100,000	\$	321,822	To provide Emergency Needs hard goods and services referred by First 5 contracted agencies. Emergency support includes (but not limited to) beds and bedding, food, hygiene, clothing, rental and utility assistance and medical services.
	PARTICIPANT SUPPORT/INCENTIVES	\$ 94,320	\$	29,320		\$	15,000	\$	50,000	Celebration of Giving Campaign providing toys, books and clothing to an estimated 7,500 young children throughout the county during the holidays.
	PROGAM SUPPORT FOR PSD CLIENTS	\$ 100,000	\$	50,000		\$	-	\$	,	For provision of basic needs for PSD children. Children's Fund will bill First 5 in a lump sum invoice in order to leverage Children's Fund fundraising dollars. The outcomes program report will consist of the HS Admin report representing the dollars allocated to PSD. The outcomes report will be due at the end of the fiscal year.
	FOOD EXPENSE FOR CLASSES/MEETINGS	\$ -	\$	-		\$	-	\$	-	
	STAFF DEVELOPMENT/TRAINING	\$ 4,000	\$	2,000		\$	-	\$	2,000	To ensure program staff members are kept informed about relevant program practices as well as leadership methods and technical skills to ensure quality performance.
	EMPLOYEE MILEAGE/TRAVEL	\$ 5,900	\$	4,500	Children's Fund	\$	-	\$	1,400	Travel to/from First 5 contracted agencies and locations related to the Emergency needs program; travel to/from locations related to Celebration of Giving activity, and travel to/from locations related to general First 5 related work.
7	ADVERTISEMENTS	\$ -	\$	-		\$	-	\$		
8	PRINTING	\$ 5,000	\$	2,500	Children's Fund	\$	-	\$	2,500	General printing and copying costs, which may include Emergency Needs referrals, materials, reports, etc. as well as Celebration of Giving materials, reports, etc. and general First 5 related items.

# **BUDGET NARRATIVE - SERVICES & SUPPLIES**

FISCAL YEAR 2014-2015

AGENCY NAME	Children's Fund- Emergency Needs Program	
		SI010 A2

Line	Service/Supply	ı	Total Program Costs	Other unding	Other Funding Sources	Donated Resources		st 5 Costs	Narrative (Please describe need for services/supplies)
9	POSTAGE	\$	6,000	\$ 5,000	Children's Fund	\$	-   \$	1,000	Postage related to filling Emergency Needs requests (in far-reaching areas), as well as Celebration of Giving, or other First 5 related mailings.
10	SUBSCRIPTIONS	\$	-	\$ -		\$	- \$	-	
11	OFFICE SUPPLIES	\$	5,600	\$ 4,000	Children's Fund	\$	- \$	1,600	General office supplies including file folders, white out, paper, pens, etc.
12	OFFICE EQUIPMENT	\$	4,800	\$ 1,000	Children's Fund	\$	- \$	3,800	Phone costs as well as supportive office equipment, including a projector to provide training sessions to partner agencies.
13	RENT/LEASE BUILDING	\$	80,037	\$ 61,483	Children's Fund	\$	- \$	18,554	Allocation based on 2.8 staff members.
14	BUILDING/EQUIPMENT MAINTENANCE	\$	-	\$ -		\$	- \$	-	
15	UTILITIES	\$	12,302	\$ 9,786	Children's Fund		\$	2,516	Phone costs relevant to the program (speaking with case managers to address questions, etc.) Utilities are included in the lease payment.
16	INSURANCE / TAXES / LICENSES	\$	9,500	\$ 7,557		\$	- \$	,	Includes insurance cost proportionate to relevant staff to cover liability insurance.
17	PROFESSIONAL SERVICES - SUBTOTAL	\$	64,000	\$ 38,432	Children's Fund	\$	- \$	25,568	Estimated \$4,600 for Omniplatform database maintenance and user fee for referrals and hard goods distributed; \$6,400 for bookkeeping services to maintain clear and accurate accounting of expenditures; \$5,750 for IT support and \$818 for payroll processing; \$8,000 to PSD for PSD to pay for the administration of the Voucher Program. The administration and oversight of the Voucher Program is handled by the County of San Bernardino Human Services administration.
18	INDIRECT COSTS (AS APPROVED)	\$	-	\$ -		\$	- \$	-	
TO	TAL SERVICES & SUPPLIES	\$	1,276,459	\$ 678,756		\$ 115,000	) \$	482,703	

### **BUDGET NARRATIVE - SUBCONTRACTORS**

FISCAL YEAR 2014-2015

AGENCY NAME Children's Fund- Emergency Needs Program

Line	Subcontractor	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for subcontractors)
1		\$ -	\$ -		\$ -	\$ -	
2		\$ -	\$ -		\$ -	\$ -	
9		\$ -	\$ -		\$ -	\$ -	
10		\$ -	\$ -		\$ -	\$ -	
TC	TAL SUBCONTRACTORS	\$ -	\$ -		\$ -	\$ -	

# HS AUDITING VOUCHER PROCESSING CALCULATION WORKSHEET EFFECTIVE JULY 1, 2014

Positions		Rate per osition	Time (Minutes)	Rate + 18% Indirect Cost				
(*) Fiscal Assistant	Filing (Pink, Final Packet) Match Pink/White, Audit Data Entry Warrant Print Warrant Register Print Warrant Verification/Mail	\$	34.40	8.00	\$	5.41		
Fiscal Specialist	Voucher/Warrant Review FAS/MW Reconciliation Warrant Verification	\$	37.94	2.00	\$	1.49		
(*) Accountant III	Daily MW Reconciliation Review Monthly Reconciliation Request for Transfer	\$	54.57	1.00	\$	1.07		
Supvg Fiscal Specialist	Voucher/Warrant Review Warrant Verification	\$	40.18	2.00	\$	1.58		
Supvg Acct II	Voucher/Warrant Review Reconciliation/Approval	\$	53.77	2.00	\$	1.90		
TOTAL PROCESSING	TOTAL PROCESSING TIME/RATE PER VOUCHER							

<sup>(\*)</sup> Rate does not include time for researching problems vouchers.



#### AGENDA ITEM 3 SEPTEMBER 10, 2014

Subject

Recommendations

Contract amendment for FY 2014/15 to Contract HW042 with Kids Come First

Approve Amendment 2 to Contract HW042 with Kids Come First to increase the contract amount by \$25,000 for FY 2014/15 for a total contract amount of \$221,869. (Presenter: Karen E. Scott, Executive Director, 909-252-4252)

Background Information

In November 2011 First 5 San Bernardino released the Investing in Children Request for Proposals (RFP) which included procurement of health services under the Health Care Access Strategy.

Through this RFP, First 5 San Bernardino (F5SB) sought to support improved health outcomes for children, prenatal through age five, by supporting expansion in capacity, improving the retention of health care coverage as well as the utilization, reducing the number of emergency room visits in lieu of accessing primary care services, and assisting parents and caregivers in navigating and receiving appropriate services from the medical, nutritional, and dental health systems.

The organization, Kids Come First (KCF), was approved by the Commission on June 6, 2012 as a contractor to provide Health Care Access services under Contract HW042. These services were procured to serve the West End of San Bernardino County. KCF was contracted to screen 1,200 children for health insurance coverage, ensure that a percentage of these children obtained and remained enrolled in health care coverage and that 250 of the previously uninsured children established a primary medical care home and effectively utilized their coverage via periodic follow up during the year. The average per child cost for this program is \$250. The approved contract amount was \$65,623 per year for fiscal years 2012-13, 2013/14, and 2014/15 for a total contract amount of \$196,869.

KCF, under the leadership of Beverly Speak, Executive Director, has successfully demonstrated quality coordination and collaboration related to health care access for children ages 0 -5, while experiencing an unusually high demand and provision of services within an underserved community.

To cover the cost of providing amplified utilization services within this underserved community, to 100 additional children at \$250 per child, First 5 San Bernardino staff recommends an increase to Contract HW042 A2, in the amount of \$25,000 for fiscal year 2014/15; bringing the total contract amount to \$221,869.

It should be noted that Contract HW042 A2 will end effective June 30, 2015 and <u>will not be</u> renewed as the initiative has completed its funding cycle under the Investing in Children RFP.

First 5 San Bernardino (F5SB) continues its commitment to ensure that children ages 0-5, have access to and use health services that ensure they are healthy, well-nourished, physically fit, and safe.

The recommended \$25,000 increase to Contract HW042 A2 is a one-time action.

### AGENDA ITEM 3 SEPTEMBER 10, 2014 PAGE 2

	applicable to FY 2014/15 only, appropriate to the work plan contracted for under the Investing in Children RFP.							
Financial Impact	The funding for this increase to Contract HW042 is available from dollars not previously contracted in the approved 2014/15 budget.							
Review	Regina Coleman, Commission Counsel							

Report on Action as to	aken			
Action:				
Moved:	Second	:		
In Favor:				
Opposed:				
Abstained:				
Comments:				
Witnessed:				



# Program Outline Document 2014-2015

<b>AGENCY INFOR</b>	MATION		
		Contract #:	HW042 A2
Legal Entity:	Kids Come First		
Dept./Division:			
Project Name:	Health Care Access		
Address:	1556 South Sultana Avenue	Phone #:	909-984-7384
	Ontario, CA 91761	<u> </u>	
Website:	www.kidscomefirst4health.org/	Fax #:	909-984-7268
Program Site Address:	1556 South Sultana Avenue Ontario, CA 91761	Client Referral Phone #	909-984-7384
		<u></u>	
CONTACT INFO	RMATION		
	ESENTATIVE/SIGNING AUTHORITY y Speak	<b>Title:</b> CEO/Execu	itive Director
Address:	1556 South Sultana Avenue	Direct Phone #:	909-984-7384
	Ontario, CA 91761	 Fax #:	909-984-7268
E-Mail:	bspeak@kidscomefirst4health.org		
PROGRAM CONT	-ACT		
Name: Cynthi	a Prendiz	Title: Program/Cor	nmunity Outreach Director
Address:	1556 South Sultana Avenue	Direct Phone #:	909-984-7384
	Ontario, CA 91761	 Fax #:	909-984-7268
E-Mail:	cprendiz@kidscomefirst4health.org	<u> </u>	
FISCAL CONTACT	•		
Name: Leticia	Acevedo	Title: Administra	tive Manager
Address:	1556 South Sultana Avenue	Direct Phone #:	909-984-7384
	Ontario, CA 91761	 Fax #:	909-984-7268
F-Mail·	lacevedo@kidscomefirst/health.org		

ADDITIONAL CONTACT (Describe): Program  Name: Dr. Yolanda Quam					Title:	Medical Director			
Addr	ess:	1556 South Sultana Avenue Ontario, CA 91761			Direc	et Phone #: 909-984-7384			
E-Ma	il:	yquam@kidsco	mefirst4hea	lth.org			Fax #:	909-984-7268	
PRO	GRAM INFO	ORMATION							
TYPE	OF AGENCY	,							
		al Institution	Describe:	Choose an item.					
	Governme	nt Agency	Describe:	Choose an item.					
	Private Ent	tity/Institution	Describe:	Choose an item.					
	Communit	y-Based	Describe:	Non Profit					
FIRST	5 FOCUS A	REA	STRATEGY						
	Health		Healt	Screening and Inter h Care Access Health	rvention		Health Other:	& Safety Education	
	Education			Education Programss to Quality Child C			Quality Other:	y Provider Programs	
	Family		Resou	nt Education urce Center & Case agement			Other:		
	Systems			rated Systems Planı	ning &		Comm	unity Outreach	
			Count	ementation tywide Information ral Systems nizational Capacity I			Other:		
Through advocation access insurations collaboration access collaboration access in the collaboration access access in the collaboration access	PROGRAM DESCRIPTION  Through this contract, Kids Come First provides health access and advocacy assistance, empowering families to make good choices future of their children. Kids Come First will ensure that participal access health resources to the maximum benefit through assistar insurance enrollment, care coordination, and referrals. In addition Come First will participate in community outreach and advocacy, collaborating with health, human services, and education provide expand the capacity and strengthen the infrastructure of health of					<b>SERV</b> West		A (LOCATIONS)	

young children

### **COMMISSION LEVEL OUTCOMES**

1,656	Children are healthy, well-nourished and physically fit
	By June 2015, 1,656 children will be screened for health insurance
345	Children are healthy, well-nourished and physically fit
	By June 2015, 345 previously uninsured children or children with lapsed insurance will have health
	insurance
345	Children are healthy, well-nourished and physically fit
	By June 2015, 345 previously uninsured children will have an identified primary health care home
345	Children are healthy, well-nourished and physically fit
	By June 2015, KCF will follow up with 345 children for ongoing relationship with health provider

ASSIGNED ANALYST: Amanda Ferguson

#### CONTRACT AMOUNT

Fiscal Year	Am	ount
2012-2013	\$	65,623
2013-2014	\$	65,623
2014-2015	\$	90,623
Total	\$	221,869

							FOR COMMISSION USE ONL						
	New		Vendor Cod	е	SC	Dept.	Contract Number						
	X Chan	_				903	•	HW0	42 A2				
	Cano	_											
	Organizat				Dept.	Orgn.		Contractor's	License No.				
			ies Commission		903 Talan	PROG		Total Contr	ract Amount				
CHILDREN		ion Represe			Telep 909-38								
AND FAMILIES	CITIUV F	auikiiei, Ol	erations Manage	<u> </u>	Contract 1		1	Φ22	1,869				
COMMISSION	Reve	enue X E	Encumbered U	Jnencun		Other:							
FOR	If not en	cumbered o	r revenue contract	71 / 1			1		1				
SAN BERNARDINO COUNTY		nodity Code 95200	Contract Star July 1, 20					Amendment Amoun					
	Fund	Dept.	Organization	Appr.	Obj/Rev	Source	GRC/	PROJ/JOB No.	Amount	t			
STANDARD CONTRACT	RRC	903	PROG	300	3357		Н	IHCHIY15	\$90,623				
	Fund	Dept.	Organization	Appr.	Obj/Rev	Source	GRC/PROJ/JOB No.		Amount				
	Fund	Dept.	Organization	Appr.	Obj/Rev	Source	GRC/	PROJ/JOB No.	Amount				
	Abbreviated Use Health Care Access			Estimated Payi		yment i	Total by Fiscal `	Year Amount	I/D				
				12-		55,623							
				13-		55,623	<del></del>						
				14-	15 \$9	90,623							

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

Legal Name (hereinafter called the Contractor)	
Kids Come First	
Department/Division	
Address	Program Address (if different from legal address):
1556 South Sultana Avenue	
Ontario, CA 91761	
Phone	
(909) 984-7384	
Federal ID No.	
33-0969025	

#### IT IS HEREBY AGREED AS FOLLOWS:

#### **AMENDMENT NO. 2**

#### III. FISCAL PROVISIONS

#### A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$221,869 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2012-13 \$65,623 July 1, 2012 through June 30, 2013 Fiscal Year 2013-14 \$65,623 July 1, 2013 through June 30, 2014 Fiscal Year 2014-15 \$90,623 July 1, 2014 through June 30, 2015

Initial Here

☐ Contract Database	☐ FAS
Input Date	Keyed By

32

### **ATTACHMENTS:**

Attachment A – The attached Program Work Plan for 2014-2015 is added to the Contract.

Attachment B –The attached Budgets for 2014-2015 is added to the Contract.

All other terms and conditions of this contract remain in full force and effect.

CHILDREN & FAMILIES COMMISSION FOR

AN BERNARDING COUNTY									
		Legal Entity							
Authorized Signature		Authoriz	zed Signature						
Linda Haugan		Bever	ly Speak, MPH						
Linda Haugan Printed Name		Printed Name							
Commission Chair		Execu	itive Director, CEO						
Title		Title							
Dated		Dated							
Official Stamp									
eviewed for Processing	Approved as to	Legal Form	Presented to Commission for Signature						
	<b>&gt;</b>		<b>&gt;</b>						
ndy Faulkner	Regina Colema	n	Karen E. Scott						
perations Manager	Commission Co		Executive Director						
nte	Date		Date						

KIDS COME FIRST

33



Agency Name: KIDS COME FIRST

Program Name: <u>HEALTH ACCESS SERVICES</u>

Contract #: <u>HW042 A2</u> Fiscal Year (FY): <u>2014 – 2015</u>

Service Area: WEST END

Commission Level Outcome	Performance Objective	Service Activity  Service provided as part of achieving program goal(s)	Core or Aggregate	Client Target # of unduplicated clients receiving service	Verification Method How you will measure			
Children are safe and healthy	By June 2015, 1,656 children will be screened for health insurance and ongoing relationship with health provider	Health Insurance Screening	1.99.59		Clinic Appointment Log			
	By June 2015, 345 children will be enrolled for ongoing relationship with health provider	enrolled for ongoing		345 Children	Proof of enrollment			
	By June 2015, 345 children will be healthy, well-nourished and physically fit as demonstrated through ongoing relationship with health provider	Care Coordination	Core	345 Children	Child Intake			
	By June 2015, KCF will follow up for ongoing relationship with health provider	Retention and Utilization	Core	345 Children	Follow-up Survey			

Fiscal Year:	FY 2014-2015
Agency Signature:	

AGENCY NAME Kids Come First CONTRACT # HW042 A2

DESCRIPTION	тотл	AL PROGRAM COSTS	OTHER FUNDING	DONATED RESOURCES	FUNDED PROJECT		st 5 Program elated Cost	First 5 Admin Cost	FIRST 5
A. SALARIES & BENEFITS		Α	В	С		D			E
FTE POSITION TITLE									
1 0.83 Program Coordinator	\$	38,517			\$	38,517	\$ 38,517.00		100.00%
2 0.67 Patient Advocate/CAA	\$	19,626			\$	19,626	\$ 19,626.00		100.00%
3 0.07 Certified Application Assistant/MA	\$	1,866			\$	1,866	\$ 1,866.00		100.00%
4 0.07 Certified Application Assistant/MA	\$	1,866			\$	1,866	\$ 1,866.00		100.00%
5 0.07 Certified Application Assistant/MA	\$	1,866			\$	1,866	\$ 1,866.00		100.00%
6 0.03 Finance Associate	\$	1,350			\$	1,350		\$1,350.00	100.00%
7 0.07 Program Assistant/translator	\$	1,700			\$	1,700	\$ 1,700.00	\$0.00	100.00%
8 Administrative Assistant/data entry	\$	2,691			\$	2,691		\$2,691.00	100.00%
9 0.09 Receptionist	\$	2,238			\$	2,238	\$ 2,238.00	\$0.00	100.00%
10 0.02 Executive Director	\$	1,200			\$	1,200		\$1,200.00	100.00%
TOTAL SALARIES		\$72,920.00	\$0.00	\$0.00	\$	72,920	\$67,679.00	\$5,241.00	100.00%
31 TOTAL BENEFITS	\$	11,480			\$	11,480	\$ 11,480.00		100.00%
TOTAL SALARIES, BENEFITS, PROGRAM & ADMIN		\$84,400.00	\$0.00	\$0.00	\$	84,400	\$79,159.00	\$5,241.00	100.00%
B. SERVICES & SUPPLIES		Α	В	С		D	D		E
1 PROGRAM MATERIALS/SUPPLIES					\$	0			
2 PARTICIPANT SUPPORT/INCENTIVES					\$	0			
3 PARTICIPANT TRANSPORTATION					\$	0			
4 FOOD EXPENSE FOR CLASSES/MEETINGS					\$	0			
5 STAFF DEVELOPMENT/TRAINING					\$	0			
6 EMPLOYEE MILEAGE/TRAVEL	\$	275			\$	275	\$ 275.00		100.00%
7 ADVERTISEMENTS					\$	0			

AGENCY NAME	Kids Come First	CONTRACT # HW042 A2

DESCRIPTION	тот	AL PROGRAM COSTS	OTHER FUNDING	DONATED RESOURCES	FUNDED PROJECT	t 5 Program	First 5 Admin Cost	FIRST 5
8 PRINTING	\$	350			\$ 350	\$ 350.00		100.00%
9 POSTAGE	\$	700			\$ 700	700.00		100.00%
10 SUBSCRIPTIONS					\$ 0			
11 OFFICE SUPPLIES	\$	2,070			\$ 2,070	\$ 2,070.00		100.00%
12 OFFICE EQUIPMENT	-				\$ 0			
13 RENT/LEASE BUILDING	-				\$ 0			
14 BUILDING/EQUIPMENT MAINTENANCE	-				\$ 0			
15 UTILITIES	\$	275			\$ 275	\$ 275.00		100.00%
16 INSURANCE / TAXES / LICENSES					\$ 0			
17 PROFESSIONAL SERVICES/CONSULTANTS								
17.1 Accounting	\$	828			\$ 828	\$ 828.00		100.00%
17.2 <u>IT</u>	\$	1,725			\$ 1,725	\$ 1,725.00		100.00%
PROFESSIONAL SERVICES - SUBTOTAL	\$	2,553	\$	\$	\$ 2,553	\$ 2,553	\$	100.00%
18 INDIRECT COSTS (AS APPROVED)					\$ 0			
TOTAL SERVICES/SUPPLIES		\$6,223.00	\$0.0	0 \$0.00	\$ 6,223	\$6,223.00	\$0.00	100.00%
C. SUBCONTRACTS		Α	В	С	D	ER		Е
SUBCONTRACTS - AGENCY NAME								
1 None					\$ 0			
2					\$ 0			
3					\$ 0			
4					\$ 0			
5					\$ 0			
TOTAL SUBCONTRACTS	\$		\$	\$	\$	\$	\$	

# PROGRAM BUDGET FISCAL YEAR 2014-2015

AGENCY NAME Kids Come First					CONTRACT # HW042 A2							
DESCRIPTION		тот	AL PROGRAM COSTS	OTHER FUNDING	DONATED RESOURCES	FU PR	NDED OJECT		5 Program	Fire	st 5 Admin Cost	FIRST 5
TOTAL PROJECT BUI	DGET	\$	90,623	\$	\$	\$	90,623	\$	85,382	\$	5,241	100.00%
First 5 Funding %			100.00%	0.00%	0.00%	10	0.00%					
Administrative Cost %	, 0					10	0.00%		94.22%		5.78%	

## **BUDGET NARRATIVE - SALARIES & BENEFITS**

AGENCY NAME Kids Come First

Line	Position	Hours per Fiscal Year	Pr	Fotal ogram Costs	Other Fundin		Other Funding Sources	Donate Resource		Firs	t 5 Costs	Narrative (Please describe position duties)
1	Program Coordinator	1728	\$	38,517	\$	-		\$	-	\$	38,517	Coordinate program, supervise service delivery, provide enrollment assistance, community outreach, liaison with ins. plans, partner agencies and parents \$22.29
2	Patient Advocate/CAA	1398	\$	19,626	\$	-		\$	-	\$	19,626	Primary person responsible for application assistance and care coordination, follow-up to insure that barriers to care are reduced (transportation, language, appts, etc.) \$14.04
3	Certified Application Assistant/MA	153	\$	1,866	\$	-		\$	-	\$	1,866	Provide application assistance, follow-up, renewal, and community outreach services: support establishing patients with medical homes \$12.20 Per Hour
4	Certified Application Assistant/MA	153	\$	1,866	\$	-		\$	-	\$	1,866	Provide application assistance, follow-up, renewal, and community outreach services: support establishing patients with medical homes \$12.20 Per Hour
5	Certified Application Assistant/MA	153	\$	1,866	\$	-		\$	-	\$	1,866	Provide application assistance, follow-up, renewal, and community outreach services: support establishing patients with medical homes \$12.20 Per Hour
6	Finance Associate	63	\$	1,350	\$	-		\$	-	\$	1,350	Maintains fiscal data and submits invoices as required for reimbursement of program costs \$21.27 Per Hour
7	Program Assistant/translator	142	\$	1,700	\$	-		\$	-	\$	1,700	Assists with all program activities, translation and care coordination, supports parents in establishing medical homes and using primary care systems \$12.00 Per Hour
8	Administrative Assistant/data entry	224	\$	2,691	\$	-		\$	-	\$	2,691	Maintains program data and enters into evaluation systems for analysis and program modification as needed. \$12.00 Per Hour

## **BUDGET NARRATIVE - SALARIES & BENEFITS**

AGENCY NAME Kids Come First

Line	Position	Hours per Fiscal Year	P	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe position duties)
9	Receptionist	182	\$	2,238	\$ -		\$ -	\$ 2,238	Manages appointments and walk-ins, checks insurance eligibility, explains options, assists with establishing medical home, makes reminder and follow-up calls.\$12.33 Per Hour
10	Executive Director	36	\$	1,200	\$ -		\$ -	,	Manages contracts, supervises all staff and volunteers, liaison with other agency leaders to develop/maintain partnerships to benefits program participants. \$33.81 Per Hour
	TOTAL SALARI	ES	\$	72,920	\$ -		\$ -	\$ 72,920	

Line	Listing of Covered Benefits	Total	Other	Other Funding	D	onated	F	irst 5 Costs	Narrative
31		\$ 11,480	\$ -		\$	-	#	,	Will be calculated at less that 16% of Social Security per Bi-Weekly payroll and less than 16% of Kaiser Health Insurance Benefits per month
ТО	TAL SALARIES & BENEFITS	\$ 84,400	\$ -		\$	-	\$	84,400	

### **BUDGET NARRATIVE - SERVICES & SUPPLIES**

AGENCY NAME Kids Come First

Line	Service/Supply	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for services/supplies)
	PROGRAM MATERIALS/SUPPLIES	\$ -	\$ -		\$ -	\$ -	
	PARTICIPANT SUPPORT/INCENTIVES	\$ -	\$ -		\$ -	\$ -	
3	PARTICIPANT TRANSPORTATION	\$ -	\$ -		\$ -	\$ -	
4	FOOD EXPENSE FOR CLASSES/MEETINGS	-	\$ -		-	\$ -	
	STAFF DEVELOPMENT/TRAINING	\$ -	\$ -		-	\$ -	
	EMPLOYEE MILEAGE/TRAVEL	\$ 275	\$ -		-		Travel to local insurance meetings for admin or clients come to us.
7	ADVERTISEMENTS	\$ -	\$ -		\$ -	\$ -	
8	PRINTING	\$ 350	\$ -		-	\$ 350	Business cards for clinic and employees who staff this program: fliers for community outreach
9	POSTAGE	\$ 700	\$ -		\$ -	\$ 700	Contract letters to patients assigned to us by health plans, encouraging them to utilize their insurance benefits appropriately: follow-ups for referrals and missed appointments
10	SUBSCRIPTIONS	\$ -	\$ -		\$ -	\$ -	
	OFFICE SUPPLIES	\$ 2,070	\$ -		\$ -		Materials used for program (paper, computer ink, copier ink, copier toner, file folders, etc.)
12	OFFICE EQUIPMENT	\$ -	\$ -		\$ -	\$ -	
	RENT/LEASE BUILDING	\$ -	\$ -		\$ -	\$ -	
	BUILDING/EQUIPMENT MAINTENANCE	\$ -	\$ -		-	-	
15	UTILITIES	\$ 275	\$ -		-	\$ 275	Pro-rated share of phone bill for calls to clients, referrals
	INSURANCE / TAXES / LICENSES	\$ -	\$ -		\$ -	\$ -	
	PROFESSIONAL SERVICES - SUBTOTAL	\$ 2,553	\$ -		\$ -	\$ 2,553	Accountant: Pro-rated share of required annual audit. IT Services: Pro-rated share of IT to maintain computers used to verify insurance and manage data for this program

# **BUDGET NARRATIVE - SERVICES & SUPPLIES**

AGENCY NAME Kids Come First

Li	ne Service/Supply	<b>Total Program</b>	Other	Other Funding	Donated	First 5 Costs	Narrative
		Costs	Funding	Sources	Resources		(Please describe need for services/supplies)
	18 INDIRECT COSTS (AS APPROVED)	\$ -	\$ -		\$ -	\$ -	
	OTAL SERVICES & SUPPLIES	\$ 6,223	\$ -		\$	\$ 6,223	

# **BUDGET NARRATIVE - SUBCONTRACTORS**

AGENCY NAME Kids Come First

Line	Subcontractor	Total	Other	Other Funding	Donated	First 5 Costs	Narrative
		Program	Funding	Sources	Resources		(Please describe need for
		Costs					subcontractors)
1	None	\$ -	\$ -		\$ -	\$ -	
2	0	\$ -	\$ -		\$ -	\$ -	
3	0	\$ -	\$ -		\$ -	\$ -	
4	0	\$ -	\$ -		\$ -	\$ -	
5	0	\$ -	\$ -		\$ -	\$ -	
TO	OTAL SUBCONTRACTORS	\$ -	\$ -		\$ -	\$ -	



#### AGENDA ITEM 4 SEPTEMBER 10, 2014

#### Subject

Family and Community Support Partnerships – for Family Support Services Request for Proposals (RFP) 14-02 for FY 2015-2018.

#### Recommendations

Approve the Family and Community Support Partnerships (FCSP) - Family Support Services (FSS) Request for Proposals (RFP) 14-02 for FY 2015-2018, in an amount not to exceed \$3.5 million per year and \$10.5 million for the three year funding cycle.

(Presenter: Cindy Faulkner, Operations Manager, 252-4253)

# Background Information

Through the Investing in Children RFP, released in 2011, First 5 San Bernardino (F5SB) sought to support improved parenting and family self-sufficiency outcomes for parents and caregivers of children 0-5. In funding the initiative to support parenting education, family resource center and case management, F5SB aimed to promote long term safety and healthy developmental outcomes for children 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.

Now with many years of data collected and analyzed, FBSB 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. (Strategic Plan Goal 1.3).

Family and Community Support Partnerships - Family Support Services (FCSP-FSS) is the selected initiative to support goals under First 5's Strategic Priority Area 1 – Children and Families.

Through this RFP (14-02), the Commission seeks to invest in the Nurturing Parenting Program (NPP) as the primary service delivery, coupled with a strong Family Support Service (FSS) component, utilizing the Matrix Outcomes Model (MOM) with the Family Development Matrix (FDM) tool and complemented with an innovative Parent Peer element.

The (FCSP-FSS) initiative will utilize the evidence-based NPP curriculum for parent education and the MOM with the accompanying FDM, for Family Support Services for its potential to assess the family's strengths and to reduce the incidence of child abuse, improve parenting, family functioning and create healthy environments for the optimal development of all children.

The FDM used in FSS, serves within the MOM activities as the guide to triage the service delivery needs in support of families who <u>are participating in the NPP</u> and are experiencing challenges.

AGENDA ITEM 4 SEPTEMBER 10, 2014 PAGE 2

Pending Commission approval, the Request for Proposals (14-02) will be released on September 11, 2014. A mandatory Proposers Conference is scheduled for September 23, 2014. The deadline for submission of all proposals is 4:00 p.m. on October 17, 2014. After the RFP (14-02) proposal evaluation process is completed, successful proposals will be presented to the Commission in Spring of 2015 with a contract start date of July 1, 2015.

Financial Impact	None					
Review	Regina Coleman, Commission Counsel					

Report on Action as to	ken	
Action:		
Moved:	Second:	
In Favor:		
Opposed:		
Abstained:		
Comments:		
Witnessed:		



# Request for Proposals (RFP 14-02)

# Family and Community Support and Partnerships (FCSP)

for Family Support Services

utilizing
Nurturing Parenting Programs &
Matrix Outcomes Model

First 5 San Bernardino 735 E. Carnegie Drive, Suite 150 San Bernardino, CA 92408 (909) 386-7706

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#### Attachments:

Exhibit A – FCSP Program & Funding Requirements

**Exhibit B – FCSP Workflow Graph Template Instructions** 

**Exhibit C – FCSP Program Model** 

**Attachment A – Proposal Submission Checklist** 

**Attachment B – Statement of Certification** 

**Attachment C – Proposal Narrative Application Template** 

**Attachment D - Workflow Graph Template** 

**Attachment E – Contract History** 

**Attachment F – Reportable Conditions** 

**Attachment G – Exceptions and Disclosures** 

**Attachment H – Subcontractor Information** 

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

#### I. PROCUREMENT TIMELINE

	ACTIVITY	DATE
Α.	RFP Release	Thursday, September 11, 2014
В.	Mandatory Proposal Conference	Tuesday, September 23, 2014
C.	Deadline for Question Submissions	Friday, September 26, 2014 No later than 12 Noon, PST
D.	Deadline for Proposal Submission	Friday, October 17, 2014 No later than 4:00 P.M., PST
E.	Tentative date to inform of <u>Unsuccessful</u> <u>Proposals</u> at the Administrative Phase (No Appeal)	October 30, 2014
F.	Tentative date to inform of Award or Unsuccessful Proposal at the Fiscal and/or Program Phase (Opportunity to Appeal)	April 2, 2015
G.	Tentative Deadline to request Appeal	April 10, 2015
H.	Tentative date for Commission Approval of Contracts	June 3, 2015
I.	Tentative Start Date for Contract(s)	July 1, 2015

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 posed prior to the Proposal Conference must be submitted in writing on or before 12 Noon (Pacific Standard Time [PST]), Friday, September 26, 2014 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 14-02 FCSP- FSS 735 E. Carnegie Drive, Suite 150 San Bernardino, CA 92408

Contact Person: Mary Alvarez, Staff Analyst II

E-Mail: malvarez@cfc.sbcounty.gov

#### C. Admonition to Proposers

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

- D. Mandatory Proposal Conference
  - 1. A mandatory proposal conference will be held on:

Tuesday, September 23, 2014 at 9:00 A.M. - 12 Noon (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 <u>mandatory</u>. 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-1402/.

#### E. Proposal Submission Deadline

All proposals must be received at the address listed in Paragraph B above <u>no later than 4:00 PM (PST) on Friday, October 17, 2014.</u> 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 <u>Proposition 10</u> (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 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 center 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.

Family and Community Support Partnerships for Family Support Services (FCSP-FSS) is the selected initiative to support goals under First 5's Strategic Priority Area 1 – Children and Families.

#### 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. Said services will occur under a reimbursement contract. An amount of \$3.5 million dollars per year, not to exceed \$10.5 million dollars for the 3-year period, has been allocated for family related services for the period of July 1, 2015 through June 30, 2018. 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, 2015 through June 30, 2018, subject to the availability of California Children and Families Trust Fund monies, however, the Commission reserves the right to negotiate contracts for a shorter period of time, based on the specific project, need for service, coordination of existing services, changes in demographics, etc. The Commission may, but is not obligated to, extend the awarded contract(s) for one (1) additional year as 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 3 year-history of demonstrated capacity providing like-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).
- Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.

- 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 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 11-12), "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

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

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

#### G. Incurred Costs

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

#### H. Public Inspection

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

#### I. Clarifications

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

#### J. Negotiations

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

#### K. Formal Agreement

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

#### L. Use of Proposal Received

All proposals received shall become the property of the Commission.

#### M. Independent Contractor Status

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

#### N. Pre-Award On-Site Visits

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

#### O. Level of Service

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

#### P. Termination of Contract

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

#### Q. Target Population

It is mandated through the Children and Families Trust Fund Act (Prop 10) that funds are allocated to services for the purpose of promoting, supporting and improving the early development of children 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

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

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

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

<u>Basic Needs:</u> 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.

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

<u>Carryover Clients:</u> A client receiving services across multiple fiscal years relative to the MOM only.

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

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

<u>Direct Costs:</u> 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.

**<u>Dosage:</u>** 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.

<u>Family Development Matrix (FDM):</u> 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.

<u>Family Empowerment Plan:</u> 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.

<u>Full Time Equivalent (FTE):</u> 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.

<u>Indirect Costs:</u> 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.

<u>Matrix Outcomes Model (MOM):</u> A model that provides a set of complimentary assessment, case management and evaluation tools (FDM).

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

<u>Nurturing Parenting:</u> Evidence/research based curriculum that is a family-centered and trauma-informed initiative designed to build nurturing parenting skills and child-rearing practices. The programs feature activities to foster positive parenting skills and self-nurturing, home practice exercises, family nurturing time, and activities to promote positive brain development in children birth to 18 years.

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

<u>Parenting Education:</u> Programs that improve knowledge and increase positive parenting skills.

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

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

<u>Participant Support:</u> 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.

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

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

<u>Program Materials/Supplies:</u> 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.

<u>Program Work Plan:</u> 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.

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

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

<u>Research Based:</u> See evidence-based. Using research for determining best practices.

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

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

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

<u>Staff Mileage/Travel:</u> 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.

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

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

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

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

#### 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]

- 4. Clean Water Act (33 U.S.C. section 1368) [http://www.law.cornell.edu/uscode/html/uscode33/usc\_sec\_33\_00001368----000-.html]
- 5. Environmental Tobacco Smoke (20 U.S.C. section 6081 et seq.), also known as the Pro-Children Act of 1994 [http://www.gpo.gov/fdsys/pkg/USCODE-2011-title20/html/USCODE-2011-title20-chap68-subchapX.htm]
- 6. Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250 [http://www.dol.gov/ofccp/regs/statutes/eo11246.htm]
- 7. Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 19730] and Environmental Protection Agency regulations (40 C.F.R., part 32)] [http://www.epa.gov/isdc/eo11738.htm]
- 8. Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 19860] and Debarment, Suspension, And Other Responsibility Matters (45 C.F.R, part 76) [http://www.epa.gov/isdc/eo12549.htm]
- 9. California Government Code section 6250 et seq. [http://www.leginfo.ca.gov/calaw.html]
- 10. California Government Code section 87100 et seq. [http://www.leginfo.ca.gov/calaw.html]
- 11. Office of Management and Budget (OMB) Circulars [http://www.whitehouse.gov/omb/circulars/]
- 12. California Penal Code section 11105.3 [http://www.leginfo.ca.gov/calaw.html]
- 13. State Energy Conservation Plan (California Code of Regulations Title 20, section 1401 et seq.) [http://ccr.oal.ca.gov/default.htm]
- 14. Title VII of the Civil Rights Act of 1964 [http://www.eeoc.gov/policy/vii.html]
- 15. California Welfare and Institutions Code section 10000 et seq. [http://www.leginfo.ca.gov/calaw.html]
- 16. First 5 San Bernardino [http://www.first5sanbernardino.org]
- 17. Nurturing Parents Program [http://www.nurturingparenting.com//]
- 18. Strengthening Families Protective Factors Framework [http://www.cssp.org/reform/strengthening-families/the-basics/protective-factors]
- 19. Matrix Outcomes Model [http://matrixoutcomesmodel.com/]

#### C. Program Description

Program Objectives

The objective of this RFP is to gain improved family outcomes and the reduction of child abuse for parents/caregivers of children age 0-5 by investing in services to families in need of the skills consistent with the Five Protective Factors. The First 5 San Bernardino Strategic Plan identifies Children and Families in Strategic Priority Area (SPA) 1, through Goal 1.3 – Family and Community Support and Partnerships of which three of the objectives are included in this RFP:

- 1.3a Children are free from abuse and neglect
- 1.3b Parents provide developmentally appropriate care
- 1.3c 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:

- A decrease by at-least one (1) risk category; high-medium or medium-low as indicated by the scores (pre/post) on the AAPI
- Families will reach a status level of at least <u>stable</u> on all indicators of the FDM

The (FCSP-FSS) 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) for Family Support Services, for its potential 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 Protective Factors are present and robust, families are less likely to experience child abuse or neglect and are more equipped to create environments for young children's optimal development. This protective factors framework is in alignment with the First 5 San Bernardino Mission and Vision and First 5 San Bernardino Strategic Plan.

Additionally, as First 5 San Bernardino's funding for these programs becomes even more limited, organizations and agencies are pushed to streamline services and work collaboratively to support the families they serve through systems 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 programs that support improved family outcomes through various approaches to strengthening the families of children 0-5. From a targeted, systematic approach these programs support the goal that "Families and communities are engaged, supported, and strengthened through culturally effective resources and opportunities that assist them in nurturing, caring, and providing for their children's success and well-being." In addition to the minimum requirements outlined in 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 may be an employee of

- the organization, and 3) No paid staff member may serve as a voting member of the governing board.
- b. Programs cannot include capital improvements or renovation attached to private real property or the purchase of vehicles.

#### V. CONTRACT REQUIREMENTS

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

#### A. CONTRACTOR SERVICE RESPONSIBILITIES

- Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2015-2016. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A will be amended for Fiscal Year 2016-2017 and Fiscal Year 2017-2018 to list the specific quantitative targets for the respective year.
- 2. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available on the Commission website at www.first5sanbernardino.org.
- 3. Contractor shall coordinate with appropriate agencies whenever possible to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.
- 4. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.
- 5. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.
- 6. Contractor's Program Work Plan (Attachment A) and other program specific data collection information requested by the Commission will be placed in the Commission's web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the Contractor's Program Work Plan (Attachment A) and the data collection system, the information in the system will take precedence over the Program Work Plan and will be used to evaluate Contractor's performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system is true and correct, as it relates to the Performance Program Work Plan and/or other program specific data collection information requested by the Commission, and fully captures the intent and outcomes of the program/project for the term identified in Section II.

#### B. CONTRACTOR'S GENERAL RESPONSIBILITIES

#### 1. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children age 0-5. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an

unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children age 0-5.

#### 2. Contractor Capacity

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

#### 3. Contract Assignability

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

#### 4. Conflict of Interest

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

#### 5. Former Commission Administrative Officials

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

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

#### 6. Subcontracting

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

#### 7. Recordkeeping

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

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

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

#### 8. Change of Address

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

#### 9. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies beyond 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 working day, in writing <u>and</u> by telephone.

#### 10. Contractor Primary Contact

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

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

#### 11. Responsiveness

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

#### 12. Grievance Policy

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

#### 13. Governing Board

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

#### 14. Confidentiality

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

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

#### 15. Child Abuse Reporting

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

Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them;

- Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;
- Provision of or arrangement of training in child abuse reporting laws (Penal Code Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

#### 16. Department of Justice Clearance

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

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

#### 17. Conditions of Employment

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

#### 18. Meeting Attendance

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

#### 19. Indemnification and Insurance Requirements

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

a) Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall

apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

- b) Additional Insured All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- c) Waiver of Subrogation Rights The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
- d) <u>Policies Primary and Non-Contributory</u> 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) <u>Severability of Interests</u> 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) <u>Deductibles and Self-Insured Retention</u> Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- Failure to Procure Coverage In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.
- j) Insurance Review Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission's risk.

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

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

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

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

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

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

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

- 2) Commercial/General Liability Insurance The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
  - i. Premises operations and mobile equipment.
  - ii. Products and completed operations.
  - iii. Broad form property damage (including completed operations).
  - iv. Explosion, collapse and underground hazards.
  - v. Personal injury
  - vi. Contractual liability.
  - vii. \$2,000,000 general aggregate limit.
- 3) <u>Automobile Liability Insurance</u> Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
  - If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

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

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

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

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

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

#### 20. Licenses and Permits

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

#### 21. Health and Safety

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

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

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

#### 23. Americans with Disabilities Act

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

#### 24. Attorney's Fees

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

#### 25. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of Contract effective date and follow necessary procedures

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

#### 26. Ownership Rights

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

#### 27. Attribution

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

#### 28. Incongruous Activities

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

#### 29. Reports

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

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

#### Program Reports

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

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

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

#### 30. Pro-Children Act of 1994

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

#### 31. Environmental Regulations

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

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

#### 32. Debarment, Suspension, and Other Responsibility Matters

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

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

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

#### 33. Recycled Paper Products

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

#### C. COMMISSION RESPONSIBILITIES

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

#### D. FISCAL PROVISIONS

#### 1. Payment Provisions

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

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 Attachment B – Program Budget.

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

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

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

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

#### 4. Supplanting of Funds

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

#### 5. Payment of Taxes

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

#### 6. Budget Line Item Changes

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

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

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

#### 7. Budget Line Item Variance

Annual variances in excess of 10% of a line item cannot be made by the Contractor. Variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget.

No variance is allowed to the total amount of Section A. – Salaries and Benefits of the Program Budget.

Contractor shall provide written justification for any budget line item variance.

#### 8. Procurement

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

#### 9. Fixed Assets

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

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

#### 10. Payor of Last Resort

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

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

## 11. Fiscal Record Keeping

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

#### E. RIGHT TO MONITOR AND AUDIT

## 1. Right to Monitor and Audit

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

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

## 2. Availability of Records

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

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

## 4. Assistance by Contractor

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

#### 5. Independent Audit Provisions

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

## 6. Recovery of Investigation and Audit Costs

Contractor shall reimburse the Commission for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is

found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to Contractor.

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

## F. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

- 1. Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
- 2. Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
- 3. 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. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity/Civil Rights

Proposer agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, and 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair

Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

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

## B. Civil Rights Compliance

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

#### VII. EMPLOYMENT OF FORMER COMMISSION ADMINISTRATIVE OFFICIALS

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

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

#### VIII. IMPROPER CONSIDERATION

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

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

Proposer shall immediately report any attempt by a Commission officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee

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

## IX. DISCLOSURE OF CRIMINIAL AND CIVIL PROCEEDINGS

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

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

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

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

## X. CALIFORNIA PUBLIC RECORDS ACT

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

#### NOTICE

The data on pages\_\_\_\_\_ of this Proposal response, identified by an asterisk (\*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will

be limited to the extent that the First 5 San Bernardino Commission determines is proper under federal, state, and local law.

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

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

## XI. SUBCONTRACTOR STATUS

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

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

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

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

#### XII. PROPOSAL SUBMISSION

#### A. General

 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 14-02 FCSP-FSS"
- 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 14-02 FCSP-FSS
- 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. Complete and attach Attachment D Workflow Graph Template
- c. Include and attach an Organizational Chart
- d. Include and attach a Logic Model and timeline
- e. Include and attach a Board Roster and Meeting Calendar or Schedule of Meetings.

## 6. Contract History – Attachment E

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 E.** If no contract history exists, so state and explain why.

#### 7. Reportable Conditions – Attachment F

- 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 F.**

## 8. Exceptions and Disclosures – Attachment G

Complete and include all items on this form, Attachment G.

## 9. Subcontractor Information – Attachment H

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 H.
- 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 I

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 I.

#### 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. <u>ONLY IF APPLICABLE</u>: Any Proposer applying as a 501c3 must provide proof of status.

## XIII. PROPOSAL EVALUATION AND SELECTION

#### A. Evaluation Process

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

#### B. Evaluation Criteria

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

- 1. Administrative Review All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete as set forth in Section 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):
  - 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 14-02 FCSP-FSS 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 14-02 FCSP-FSS 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.

#### Overview

Through this RFP, First 5 San Bernardino (F5SB) seeks to support collaboration and build systems to reduce the incidence of child abuse by investing in improved parenting and family functioning. F5SB is committed to supporting services to families in San Bernardino County in need of skills consistent with the 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 Protective Factors are present, the likelihood of abuse and neglect diminish and creates healthy environments for the optimal development of all children.

Analysis of data from the most recent Commission investments indicates that the greatest positive gains for families were attained from the parenting education component. F5SB is able to articulate specific needs of children and their families from a systems building perspective.

## Strategic Priority Areas and Outcomes

The F5SB Strategic Plan identifies Goal 1.3 Family and Community Support and Partnerships (FCSP) through the following objectives: a) children are free from abuse and neglect, b) parents provide developmentally-appropriate care, and c) families are resilient.

#### **Activities and Indicators**

OBJECTIVES	ACTIVITIES	INDICATORS
Children are free from abuse and neglect	Promote and support the prevention of child abuse and neglect	<ul> <li>% of substantiated referrals to foster care</li> <li>Rate of child abuse and neglect per 1000</li> <li>N and rate of children 0-5 in Foster Care</li> <li>Children, ages 0-3, who do not experience neglect or abuse</li> </ul>
Parents provide developmentally appropriate care	Support families in caring for their children	<ul> <li>% of substantiated referrals to foster care</li> <li>Rate of child abuse and neglect per 1000</li> <li>N and rate of children 0-5 in Foster Care</li> <li>Children, ages 0-3, who do not experience neglect or abuse</li> </ul>
Families are resilient	Connect families to community supports and social services	<ul> <li>Residents are served by family support services</li> <li>Child food insecurity rate</li> <li>Children living below the poverty level</li> <li>Infants born to mothers with &lt;12 years of education</li> </ul>

#### **Program Model**

The (FCSP-FSS) initiative will utilize the evidence-based Nurturing Parenting Program (NPP) as the primary service delivery coupled with the Matrix Outcomes Model (MOM) for its potential 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 MOM serves as the guide to triage the service delivery needs in support of families who are participating in the NPP and are experiencing challenges (see Exhibit B- Program Model).

## **Funding Requirements and Expectations**

Proposers meeting the minimum requirements are encouraged to apply for this FCSP funding opportunity. In addition to the minimum requirements outlined in the RFP, these specific and targeted program requirements apply to the FCSP providers who must implement the Nurturing Parenting Program (NPP):

## **Funding Requirements and Expectations**

- Must serve parents of children 0-5
- Must be able coordinate and implement the Nurturing Parenting Program (NPP) curriculum
- Must have a secured site in the proposed area of service(s)
- 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
- The number of sessions must be consistent with the fidelity of the NPP implemented but none less than 16 weeks
- Must demonstrate collaborative relationships with community service providers to meet ongoing family needs and link families to community services as needed/appropriate
- Facilitators must be <u>certified</u> in the NPP at the time of contract award
- Identified facilitators must have experience in group facilitation
- Must provide child enrichment sessions in accordance with the selected NPP
- Must provide parenting education programming at times that are convenient and accessible to parent's schedules (weekends, evenings, etc.)
- Must utilize First 5 San Bernardino evaluation tools including, but not limited to the AAPI, NSCS, FDM and ASQ-3
- Must assess parents and develop a family empowerment plan based on need; however, it is time-limited, not to exceed 3 months beyond completion of the NPP
- Must demonstrate capacity to follow-up on referrals to ensure successful connections are made
- Must demonstrate capacity to capture, track and analyze information (type of referral, referred to whom, referred by whom, connections made, satisfaction, effectiveness and value of treatment) to improve performance over time
- Must include a supplemental parent-peer component
- Must demonstrate effective capacity to nurture relationships with families, collaborate with resource providers, outreach, advocate and market program services

## Program Restrictions for FCSP – Nurturing Parenting Programs & Matrix Outcomes Model

- Participant supports are limited to items purchased to remove transportation barriers and/or to provide motivation to participants <u>upon completion</u> of the program. Items purchased should be relative to the program objectives. Gift cards and vouchers are **not** an allowable expense.
- Not designed to fulfill court-mandated parent education requirements

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

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 complimentary 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.

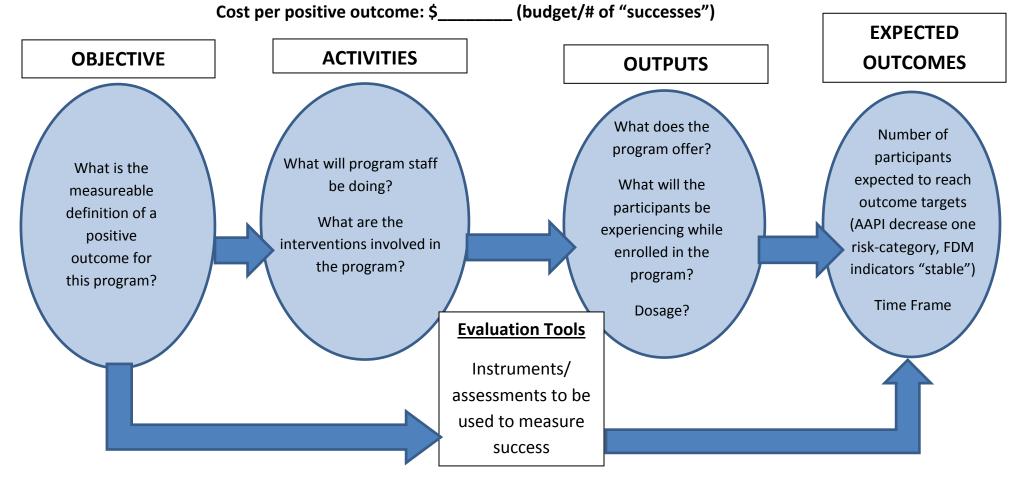


**FCSP-FSS** 

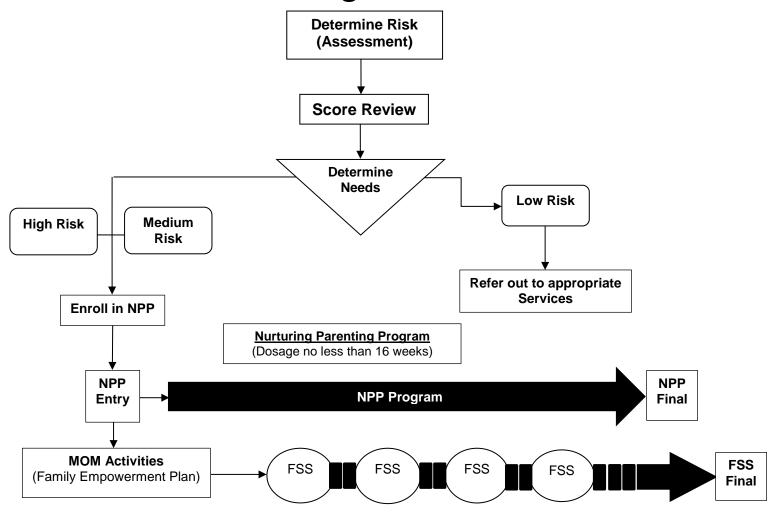
Number of clients agency will have capacity to serve: \_\_\_\_\_

Reasonable rate of success: \_\_% or #\_\_\_\_

Cost for initiative: \$\_\_\_\_\_ (total budget) Cost per client: \$\_\_\_\_\_ (budget/#clients)



# FCSP Program Model





## 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.

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



RFP 14-02



Address

	STATEMENT	AGREE (Initial)	DISAGREE WITH REQUIREMENT (Initial and explain in Attachment G- Exceptions)
1.	Services will be provided as described in the Request fo Proposals, beginning July 1, 2015 through June 30, 2018.	r	
2.	The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.	S	
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 othe prospective Proposer or competitor for the purpose or restricting competition.	r	
5.	The proposer agrees that all aspects of the RFP 14-02 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 othe information that the Commission determines necessary for ar accurate determination of the Proposer's ability to perform services as proposed.	n	
7.	If selected, the Proposer agrees to comply with all applicable rules, laws and regulations.	Э	
8.	Proposer agrees to the right of the County, State and Federa governments to audit the Proposer's financial and othe records.		
9.	Will permit official representatives of First 5 San Bernarding access to its facilities, staff, and records in conducting preaward 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.	y	
Pr	nt Name	Signature (Authorized Sign	ner)
Ag	ency/Company I	Date	



## PROPOSAL NARRATIVE APPLICATION TEMPLATE

**Brief** synopsis of the Proposer's understanding of the Commission's needs as outlined in the RFP 14-02 and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal. A narrative description of the proposed program and the plan to achieve the Commission's desired outcomes. Describe the program objectives (reference Exhibit B). Describe program activities (reference Exhibit B). Describe the program outputs (reference Exhibit B). Describe the expected outcomes (reference Exhibit B). Describe any additional evaluations tools utilized beyond those required in the RFP and Exhibit A. Utilizing bullet points, summarize your narratives above to complete Attachment D- Workflow Graph Template (Instructions are provided in Exhibit B as reference). 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. Describe the Agency's experience and number of years providing proposed services.

Explain the connections the Agency 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.

Describe how a parent-peer component would be implemented to support the proposed program.

Estimate the number of unique or unduplicated participants expected to be served. Explain the method of estimation, how that number will be generated and/or affected (i.e. community outreach, etc.), and how many will complete the program achieving the Commission expected outcomes (reduction of at least one risk category on AAPI; achievement of status level of at least "stable" on all indicators of FDM).

Discuss Agency's methods for achieving outcomes cost effectively.

Estimate the anticipated cost per positive outcome (not just # served) and explain the method for estimating such cost.

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

Logic Model – Craft a model illustrating objectives, inputs, outputs activities, and expected

**Logic Model** – Craft 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 agency policies and procedures
- 5) Describe the board approved hiring policies
- 6) Describe board fiscal and administrative oversight

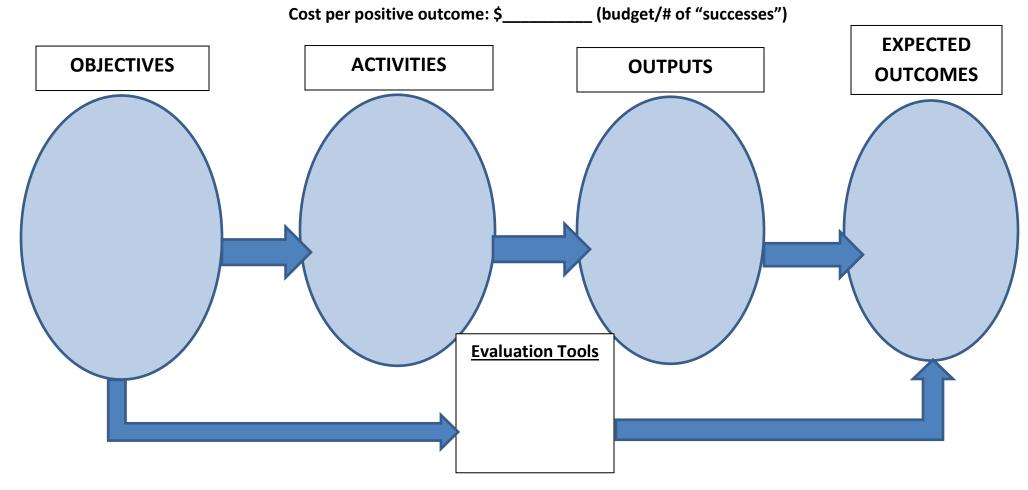
A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
Describe experience of principal individuals of the prospective Proposer's present organization in the areas of financial 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.

**FCSP-FSS** 

Number of clients' agency will have capacity to serve: \_\_\_\_\_\_

Reasonable rate of success: \_\_\_\_\_% or \_\_\_\_\_

Cost for initiative: \$\_\_\_\_\_ (total budget) Cost per client: \$\_\_\_\_ (budget/#clients)



## **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:

Contract Period (From-To)	Type of Service	Total Award Amount and Annual Amount	Service Location/Area	Contract Contact Name, Title, Agency, Address Phone #, Email	Current	Completed	Terminated (State Reason)
Print Name			Sig	nature ( <i>Authorized Signer)</i>			
Agency/Con	npany		 Dat	e			
Address							



## **REPORTABLE CONDITIONS**

	STATEMENT	NONE TO DISCLOSURES DISCLOSE (Initial and explain in (Initial) Attachment G- Exceptions/Disclosure		
1.	Former County Officials		,	
2.	Similar Contracts			
3.	Terminated Contracts			
4.	Current Contracts			
5.	Controlling Interest			
6.	Financial Interest			
7.	Pending Litigation			
8.	Convictions or adverse court rulings			
	Print Name	Signature ( <i>Authori</i>	ized Signer)	
	Agency/Company	Date		
	Address			



## **EXCEPTIONS AND DISCLOSURES TO RFP 14-02**

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:
	96	



## SUBCONTRACTOR INFORMATION

Subcontractor Name: (name of firm, entity or organization):		
Name And Title Of Prop	ooser's Contact Person:	
Mailing Address:		
Telephone Number:		
Fax Number:		
Email Address:		
Federal Employer Ident	ification Number:	
Number of years under	current name:	
% of the total work of the	ne proposal:	
Justification for Subco	ntracting: (Work)	
Capacity to Perform the	e Required Services Statemer	nt:
Chaantraatar'a Autha	Cianatura	
Subcontractor's Autho	<del>-</del>	a charge is correct and agrees to correct as a
<u>=</u>	•	a above is correct and agrees to serve as a
•		ove and will comply with all items as indicated in
Section IX of the RFP 14	-02 FCSP-FSS	
I have attached an MOU	to this sheet for Commission re	eview.
Signature:		Date:
Print Name:		Title:



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

## Section XII, Sub Section C, Item #11 of this RFP

(Check applied	cab	le 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.