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Agenda: Children and Families Commission 04-2020

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

Meeting date, time, and place April 1, 2020
3:30 p.m. to 5:00 p.m.

This meeting will utilize the “ZOOM” conferencing platform pursuant to the provisions of the Governor’s Executive Order N-29-20 dated March 17, 2020, which suspends certain requirements of the Ralph M. Brown Act.

Join Zoom Meeting
<https://zoom.us/j/760038562>
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Pledge of Allegiance Chair or designee will lead the Pledge of Allegiance

SPECIAL PRESENTATION None

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.

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 04-2020

April 1, 2020

Page 2 of 3

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

Report Executive Director’s Report by Karen E. Scott

Consent Items 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
1	Approve Minutes of March 4, 2020 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
2	Approve Amendment A8 of CFC SB Policy 04-02 Conflict of Interest Code Appendix B. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

Item No.	DISCUSSION
3	A. Authorize First 5 San Bernardino (F5SB) to enter into a contract with California Department of Education (CDE) for the Quality Counts California Equitable Learning Opportunities (QCC ELO) grant award of \$267,010 for Fiscal Year 2019 – 2020 to support the local Quality Rating Improvement System (QRIS). B. Approve Amendment A1 for Contract EC033 with Child Care Resource Center for \$2,068,827 for Fiscal Year 2019-2020 resulting in an increase of \$267,010 for a cumulative total of \$3,870,644 for Fiscal Years 2018-2020 for coordination of quality improvement services, program evaluation and professional development. (Presenter: Tania Offerrall, Staff Analyst II, 252-4262)
4	Approve and authorize issuance of Request for Qualification (RFQ) for Evaluation and Technical Support Services. (Presenter: Alejandro Gutierrez-Chavez, Staff Analyst II, 252-4258)

Item No.	INFORMATION
	None

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.

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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.

Next Meeting at
First 5 San
Bernardino

Wednesday, May 6, 2020
3:30 p.m. to 5:00 p.m.

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.

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**CHILDREN AND FAMILIES COMMISSION
for San Bernardino County
AGENDA: April 1, 2020**

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	N/A
2	N/A	N/A	N/A	N/A
3	Child Care Resource Center	Michael Olenick President and CEO	N/A	N/A
4	N/A	N/A	N/A	N/A



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Minutes: Children and Families Commission Meeting

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

Meeting Date and Location
Commission Meeting
March 4, 2020
First 5 San Bernardino

Pledge of Allegiance
The Pledge of Allegiance was led by Vice Chair Weinstein.

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 and abstain or recuse from that item, as appropriate. A Commission member may not participate in or influence the decision on a contract for which their abstention or recusal has been recorded. For conflicts requiring recusal, the Commissioner must leave the meeting room during discussion and vote on the item.

Attendees
Commissioners Present

- Jorge E. Escalante
- Margaret Hill
- Gary Ovitt
- CaSonya Thomas
- Elliot Weinstein, M.D.

Staff Present

- Karen Scott, Executive Director
- Cindy Faulkner, Assistant Director
- Scott McGrath, Deputy Director
- Debora Dickerson-Sims, Chief Financial Officer
- Traci Homan, Business Support Manager
- Sophie Akins, Commission Counsel
- LuCretia Dowdy, Community Engagement Specialist
- Renee Jones, Staff Analyst II
- Wendy Lee, Staff Analyst II
- Ronnie Robinson, Section Manager-Systems and Communication

Changes to the Agenda
None

**Report –
Legislative
Chekesha
Gilliam**

See attached legislative report.



3-2020 F5SB.pdf

**Report –
Executive
Director,
Karen Scott**

New Commissioner Orientation

Our newest Commissioner, Jorge Escalante and Commissioner Ovitt participated in a Commissioner Orientation on February 12th.

Census 2020

First 5 has received over 5,000 of Census 2020 books (English and Spanish) from First 5 California and have arranged to distribute them to families through our QSSB, Head Start, WIC and Reach Out and Read partners. The books will also be distributed at the County of San Bernardino’s Census 2020 Launch event on March 11th.

Exceptional Teamwork

I am so impressed and excited about recent collaborations and partnerships at the level not seen since I arrived at First 5 in 2007. First 5 takes great pride and pleasure to work with our child and family-serving County departments, First 5 Riverside, Superintendent of Schools, local non-profit organizations and our legislators towards powerful collective impact.

I will share updates on ACES Aware, DTI (Dental Transformation Initiative), and IMPACT 2020 (our Quality Rating Impact System) at the April Commission meeting.

Budget Status Quarterly Report for the 2nd Quarter 2019-2020 was distributed to the Commissioners.

Consent

Motion by Commissioner Ovitt and seconded by Commissioner Hill to approve the Consent Items.

With Commissioner Gonzales absent and without further comment or objection, motion carried by unanimous vote.

Item No.	CONSENT
1	Approve Minutes of October 30, 2019 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant 252-4252)
2	<p>A. Ratify the approval (by the County of San Bernardino (County) Board of Supervisors on November 19, 2019) of the employment contracts between the County and the following individuals, effective November 23, 2019 through November 22, 2022:</p> <ul style="list-style-type: none"> a. Deanna Mitchell as Office Assistant II, for the total annual cost of \$44,685 (\$29,182 Salary, \$15,503 Benefits). b. Alejandro Gutierrez-Chavez as Staff Analyst II, for the total annual cost of \$84,643 (\$58,427 Salary, \$26,216 Benefits). c. Mercedes Logans as Staff Analyst II, for the total annual cost of \$84,643 (\$58,427 Salary, \$26,216 Benefits). <p>B. Ratify the approval of Amendment No. 1 (by the County Board of Supervisors on November 19, 2019) effective November 23, 2019, to the County Employment Contract with Ronald S. McGrath as Deputy Director of Systems and Impact, updating salary rate language at the current annual cost of \$137,872 (\$88,524 Salary, \$49,348 Benefits), with no change to the contract term of August 3, 2019 through August 2, 2022. (Presenter: Karen E. Scott, Executive Director, 252-4252)</p>
3	Ratify the approval of Amendment No. 2 (by the County Board of Supervisors on January 28, 2020) to Employment Contract between the County and Tammy Jacobe, Office Assistant II, updating the hourly rate for an annual cost of \$48,141 (\$32,094 Salary, \$16,047 Benefits), with no change to the contract term of September 29, 2015 through July 20, 2021. (Presenter: Karen E. Scott, Executive Director, 252-4252)
4	Ratify the approval of Amendment No. 1 (by the County Board of Supervisors on February 11, 2020) to Employment Contract between the County and Tania Offerrall, Staff Analyst II, updating contract language to include Bilingual Compensation, for an annual cost of \$98,173 (\$65,944 Salary, \$32,229 Benefits), with no change to the contract term of April 28, 2018 through April 27, 2021. (Presenter: Karen E. Scott, Executive Director, 252-4252)
5	Ratify the approval (by the County Board of Supervisors on February 11, 2020) to Employment Contract between the County and Traci Homan to provide services to Children and Families Commission as a Business Support Manager, for the total estimated annual cost of \$86,602 (\$54,330 Salary, \$32,272 Benefits), effective February 15, 2020 through February 14, 2023. (Presenter: Karen E. Scott, Executive Director, 252-4252)
6	Ratify Assignment and Consent to Assignment of Contract IC036-A1 from Vavrinek, Trine, Day & Co., LLP (C) to Eide Bailly, LLP. (Presenter: Debora Dickerson-Sims, Chief Financial Officer, 252-4269)

Item No.	DISCUSSION
7	<p>Approve Amendment A6 to CFC 02-03 Contracting Authority Policy to amend policy language and authorize Executive Director to respond to funding opportunities, i.e., letters of intent and grant applications that align with First 5 San Bernardino's Strategic Plan. (Presenter: Karen E. Scott, Executive Director, 252-4252)</p> <p>Discussion None</p>

	<p><u>Public Comment</u> None</p> <p>Motion made by Commissioner Hill and seconded by Commissioner Escalante to approve Item 7. With Commissioner Gonzales absent and without further comment or objection, motion carried by unanimous vote.</p>
<p>8</p>	<p>Elect Chair and Vice-Chair for the Children and Families Commission for San Bernardino County. (Presenter: Karen E. Scott, Executive Director, 252-4252)</p> <p>Ms. Scott asked for nominations from the floor for the position of Commission Chair. Commissioner Hill nominated CaSonya Thomas. Commissioner Thomas accepted the nomination.</p> <p>Hearing none further, nominations closed for the position of Commission Chair. With Commissioners Gonzales and Ohikhuare absent and without further comment or objection, commission members unanimously voted in favor of CaSonya Thomas as Commission Chair.</p> <p>Ms. Scott asked for nominations from the floor for the position of Commission Vice Chair. Commissioner Ovitt nominated Dr. Weinstein. Dr. Weinstein accepted the nomination.</p> <p>Hearing none further, nominations closed for the position of Commission Vice Chair. With Commissioner Gonzales absent and without further comment or objection, commission members unanimously voted in favor of Dr. Weinstein to remain as Commission Vice Chair.</p>
<p>9</p>	<p>Elect Chair for the First 5 San Bernardino Advisory Committee. (Presenter: Karen E. Scott, Executive Director, 252-4252)</p> <p>Ms. Scott asked for nominations from the floor for the position of Advisory Committee Chair. Commissioner Weinstein nominated Gary Ovitt. Commissioner Ovitt accepted the nomination.</p> <p>Hearing none further, nominations closed for the position of Advisory Committee Chair. Without further comment or objection, commission members unanimously voted in favor of Commissioner Ovitt to remain as Advisory Committee Chair.</p>
<p>10</p>	<p>Approve Contract FS077 with The Place4Grace for \$204,000 for Fiscal Years 2019-2021 for planning, expansion, and program implementation. (Presenter: Ronnie S. Robinson, Section Manager-Systems/Communication, 252-4255)</p> <p><u>Discussion</u> <i>Background Information:</i> For over 5 years, Place4Grace has provided the Family2Literacy program to justice-involved families. This reading program is designed to strengthen parent-child relations through positive communication. Inmates select an age-appropriate book and are recorded reading under the supervision of and assistance from Inmate Services staff. Both the book and the recording are mailed to the child at home so that the child can enjoy hearing their parent's voice, maintaining the parent/child bond and encouraging literacy.</p> <p>Commissioner Hill stated that the Sheriff's Department has or had this type of literacy program for inmates and asked if ThePlace4Grace was planning on partnering with the Sheriff's or if they were creating a new program. Executive Director of The Place</p>

	<p>4 Grace Karen McDaniel stated the Sheriff's Department did have a literacy program, however, it has been defunct for many years due to lack of funding. Ms. McDaniel stated they are reviving that program with the Sheriff's Department and the Public Defender's Office. Ms. McDaniel explained that ThePlace4Grace believes every child deserves to visit with their parent who is incarcerated. ThePlace4Grace runs the only camp in the western United States for children and their incarcerated fathers where they are together for one week. The incarcerated parent has to be discipline-free for one full year in order to participate in the program. They have a literacy program which is run in 16 California prisons which connects children with their parents through reading books together.</p> <p>Commissioner Ovitt believes this is a good program and knows how important it is for incarcerated parents to be a part of their children's lives. Mr. Ovitt stated that Chaffey College currently has a program where CIW (California Institution for Women) and CIM (California Institution for Men) inmates are given an opportunity to earn either an A.A. degree or some kind of certification which helps them toward achieving employment when they are released.</p> <p>Public Comment Motion made by Commissioner Escalante and seconded by Commissioner Hill to approve Item 10. With Commissioner Gonzales and without further comment or objection, motion carried by unanimous vote.</p>
11	<p>Approve Contract IC040 with Persimmony International, Inc. for \$589,990 for Fiscal Years 2020-2023 for data collection and management. (Presenter: William Kariuki, Section Manager-Evaluation/Impact, 252-4260)</p> <p>Discussion None</p> <p>Public Comment None</p> <p>Motion made by Commissioner Ovitt and seconded by Commissioner Hill to approve Item 8. With Commissioner Gonzales absent and without further comment or objection, motion carried by unanimous vote.</p>

Item No.	INFORMATION
12	Receive information on Local Impact Brief for Fiscal Year 2018-2019. (Presenter: William Kariuki, Section Manager-Evaluation/Impact, 252-4260)

Public Comment None

Commissioner Roundtable Dr. Weinstein expressed concerns regarding the potential closure of the pediatrics unit at San Antonio Hospital.

CORRECTION as of March 10, 2020

Dr. Weinstein was informed that the pediatrics ward at San Antonio Hospital is not closing, but, in fact, moving to another area of the hospital. Pediatric services will continue for children and the pediatrics department is still intact.

Adjournment

Motion to adjourn by Commissioner Ovitt and seconded by Commissioner Hill. With Commissioners Gonzales and Ohikhuare absent and without further comment or objection, motion carried by unanimous vote. Vice Chair Weinstein adjourned the meeting at 4:40 p.m.

**Next meeting at
First 5 San
Bernardino**

***Wednesday, April 1, 2020
3:30 p.m. to 5:00 p.m.***

Attest

Elliot Weinstein, M.D., Vice Chair

Ann M. Calkins, Commission Secretary



**AGENDA ITEM 2
APRIL 1, 2020**

Subject	Conflict of Interest CFC SB Policy 04-02 A8
Recommendations	Approve Amendment A8 of CFC SB Policy 04-02 Conflict of Interest Code Appendix B. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
Financial Impact	None
Background Information	<p>The Political Reform Act requires every local government agency to review its conflict of interest code no later than October 1 of each even-numbered year. The amended code must be forwarded to the Board of Supervisors for approval within 90 days of filing the biennial notice. After a recent review of the Commission adopted Conflict of Interest Code, it was determined that the code should be revised to update changes in job titles.</p> <p>Approval of the attached Designated Officers and Employee list known as Appendix B aligns the office and employee titles with the County of San Bernardino's Human Resources job classification.</p>
Review	Mike Markel, County Counsel

Report on Action as taken
Action:
Moved: _____ Second: _____
In Favor:
Opposed:
Abstained:
Comments: _____
Witnessed:

	Number	04-02 A87
	Effective	04-01-2020 09-12-18
	Page	1 of 1
CONFLICT OF INTEREST CODE		Approved: CHAIR SIGNATURE ON ORIGINAL DOCUMENT <hr/> Chair

Formatted Table

PURPOSE The purpose of this policy is to require compliance with all applicable State conflict of interest laws and applicable County conflict of interest requirements.

POLICY The Political Reform Act, Government Code section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix A and Appendix B in which members and contracted employees of the Children and Families Commission for San Bernardino County (hereinafter referred to as “the Commission” or CFC”) are designated and disclosure categories are set forth, constitute the conflict of interest code of the Commission.

Members of the Commission and designated contracted employees shall file statements of economic interests with the office which will make the statements available for public inspection and reproduction (Government Code section 81008). Statements for all members of the Commission and designated employees will be retained by the Commission’s Executive Director.

- Appendix A – Disclosure Categories
- Appendix B – Designated Officers and Employees

Amended Conflict of Interest Code	Number	04-02 A 87
	Appendix	<u>A</u>

Disclosure Categories 1

Designated contracted employees in this category shall disclose sources of income, investments, and business positions in business entities which provide services, supplies, materials, machinery or equipment of the type purchased or utilized by the Commission.

Consultants shall be included in the list of designated contracted employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The executive officer may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. The executive officer’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

Amended Conflict of Interest Code	Number	04-02 A87
	Appendix	<u>B</u>

Designated Officers and Contracted Employees	Administrative/Executive - Commission	
	1.	Commission Members
	2.	Commission Executive Director
	3.	Cont CFC Assistant Director (formerly "Operations Manager")
	4.	Cont CFC Chief Financial Officer Deputy Director of Finance (formerly " Deputy Director of Finance " " Administrative Supervisor II ")
	5.	Cont CFC Deputy Director of Systems and Impact (formerly "Program Supervisor")
	6.	Cont CFC Business Support Manager (formerly " Supervising Office Assistant ")
	6.	Cont CFC Staff Analyst II
	7.	Cont CFC Media Specialist II
	8.	Consultants
	9.	Cont CFC Accountant II
10.	Cont CFC Accountant III	



AGENDA ITEM 3
APRIL 1, 2020

Subject	Quality Counts California Equitable Learning Opportunities (QCC ELO) Grant – Funding Opportunity and Amendment A1 for Contract EC033 with Child Care Resource Center
Recommendations	<p>A. Authorize the Children and Family Commission for San Bernardino County (“Commission” or “First 5”) to enter into a contract with California Department of Education (CDE) for the Quality Counts California (QCC ELO) grant award of \$267,010 for Fiscal Year 2019 – 2020 to support the local Quality Rating Improvement System (QRIS).</p> <p>B. Approve Amendment A1 for Contract EC033 with Child Care Resource Center for \$2,068,827 for Fiscal Year 2019-2020, resulting in an increase of \$267,010 for a cumulative total of \$3,870,644 for Fiscal Years 2018-2020 for coordination of quality improvement services, program evaluation and professional development.</p> <p>(Presenter: Tania Offerrall, Staff Analyst II, 252-4262)</p>
Financial Impact	An increase of \$267,010 for Fiscal Years 2018-2020.
Background Information	<p>In April of 2015, the Commission selected a Quality Rating Improvement System (QRIS) as a strategy to support the organization’s mission and vision for the purpose of promoting, supporting, and improving early development of children from the prenatal stage to five years of age in San Bernardino County. QRIS is a system that defines quality standards for early care and education programs; measures programs against these standards; offers and connects educators to training and professional development opportunities; and helps parents and caregivers find quality programs for their children.</p> <p>On July 11, 2018, the Commission approved contracts with the following organizations to continue to support QRIS services for Fiscal Years 2018-2019 and 2019-2020:</p> <ul style="list-style-type: none">• San Bernardino County Superintendent of Schools (SBCSS) to continue outreach and oversee the enrollment and rating of early care and education sites according to the California QRIS implementation guide.• Child Care Resource Center (CCRC) to continue to play the lead role of coordinating the quality improvement and professional development efforts to move providers through the QRIS system. CCRC will also support data entry management and the program evaluation of the QRIS system as well as oversee the QRIS marketing and communications efforts.• University Enterprise Corporation/California State University, San Bernardino (CSUSB) to continue to enhance higher education opportunities for the early care and education workforce and will support the coordination and administration of site assessments in accordance with the California QRIS implementation guide.

The Commission has been the recipient of the Quality Counts California Quality Rating Improvement System (QCC QRIS) Block Grant (formally known as

Infant/Toddler QRIS Block Grant) beginning in Fiscal Year 2015-2016. The purpose of QCC QRIS funds are to continue support of local QRIS consortia to provide training, technical assistance, and resources to help child care providers meet a higher tier of quality as determined by their local QRIS.

In January 2020, CDE released an additional funding grant Quality Counts California Equitable Learning Opportunities (QCC ELO) with a focus on early multi-language and multi-literacy development training for Family, Friend and Neighbor (FFN) and Family Child Care Home (FCCH) providers, as well as, to improve adult-child interactions in early learning and care sites.

On February 18, 2020, in partnership with the county's consortium, First 5 submitted a QCC ELO grant plan and budget to continue supporting child development training for FFN and FCCH providers. CDE accepted the application and provided an award of \$267,010 for Fiscal Year 2019-2020.

First 5 staff recommends allocating the awarded CDE QCC ELO funds to CCRC by amending their Contract EC033 to provide additional training and program materials for QSSB providers.

To date, CCRC Professional Development staff has accomplished the following:

- Provided QSSB participants guidance in creating individualized quality improvement plans.
- Coordinate training and coaching base on individual participant need to facilitate quality improvement outcomes and help participant achieve a higher Tier on the QRIS rating matrix.
- Continuous outreach to providers, community members, and parents of San Bernardino to promote quality within the early childhood education environment.

CCRC proposes utilizing ELO funds to support early literacy by providing additional training and workshops for FFN and FCCH providers. Attendees at these trainings will also receive early literacy materials to help them put into practice what they have learned in the early literacy training sessions.

Due to the COVID-19 pandemic and the Stay at Home Order issued by Governor Gavin Newsom's office, QCC ELO trainings will be conducted virtually via Internet or conference calls until further notice.

Pending Commission approval, this amendment will result in QSSB Providers receiving training, technical assistance and resources to support and provide quality within early care and educational settings. The award will be applied retroactively effective January 1, 2020 for related expenses incurred in Fiscal Year 2019-2020.

Approval of this item supports the Commission's Strategic Plan:

SPA 1: Children and Families

Goal: 1.2:Early Learning
Objective: 1.2a Families have access to quality early childhood care and education

SPA 2:Systems and Network
Goal 2.1: Leadership as a Convener and Partner
Objective 2.1b: Families, providers and stakeholders collaborate effectively to improve the well-being of the child.

Review

Michael Markel, County Counsel

Report on Action as taken
Action:
Moved: _____ Second: _____
In Favor:
Opposed:
Abstained:
Comments: _____
Witnessed:

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY
STANDARD CONTRACT**

<i>FOR COMMISSION USE ONLY</i>						
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept. 903	A		
Organization Children and Families Commission				Contract Number EC033 A1		
Commission Representative Cindy Faulkner, Assistant Director			Telephone 909-386-7706	Contractor's License No.		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:			Total Contract Amount \$3,870,644			
If not encumbered or revenue contract type, provide reason:						
Commodity Code 95200	Contract Start Date July 1, 2018	Contract End Date June 30, 2020	Original Amount \$3,603,634	Amendment Amount \$267,010		
Cost Center 9033009900		GL Account 53003357	Internal Order No.	Amount \$267,010		
Cost Center		GL Account	Internal Order No.			
Cost Center		GL Account	Internal Order No.	Amount		
Abbreviated Use	Estimated Payment Total by Fiscal Year					
	FY	Amount	I/D	FY	Amount	I/D
	19-20	\$267,010	I			

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)

Child Care Resource Center Inc.

Department/Division

Communication; Resource & Referral; Research

Address

20001 Prairie Street

Chatsworth, CA, 91311

Phone

818-717-1000

Federal ID No.

95-3081695

Program Address (if different from legal address):

1111 Mill Street, Suite 100

San Bernardino, CA, 92408

**IT IS HEREBY AGREED AS FOLLOWS:
AMENDMENT NO. 1**

1. Paragraph M. Governing Board of Section III, CONTRACTOR'S GENERAL RESPONSIBILITIES, is amended to read as follows:

M. Governing Board

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

Auditor-Controller/Treasurer Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

submitted following approval of the minutes. Contractor's governing board must meet not less than four times per year. No board member may be an employee of the organization and no paid staff member may serve as a voting member of the governing board. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

2. Paragraph N. of Section III, CONTRACTOR'S GENERAL RESPONSIBILITES is amended to read as follows:

N. Confidentiality

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

3. Subsection 11 of Paragraph S. Indemnification and Insurance Requirements, of Section III GENERAL CONTRACTOR RESPONSIBILITIES, is amended to read as follows:

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

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

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

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

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

b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a

combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

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

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

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

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

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

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

or

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

or

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

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

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

- g. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened

abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

4. Paragraph A. Contract Amount of Section V, FISCAL PROVISIONS, is amended to read as follows:

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 3,870,644 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. The funds contemplated by this Amendment are divided as follows:

Fiscal Year 2019-20 \$ 267,010 July 1, 2019 through June 30, 2020

_____ Initial Here

5. Paragraphs G. and H. of Section V, FISCAL PROVISIONS, are amended to read as follows:

G. 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 (2) Budget Revision Requests per fiscal year.

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

H. Budget Line Item Variance

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

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

6. Paragraph A. of Section VIII, TERM, is amended to read as follows:

- A. This Contract is effective commencing July 1, 2018 and expires June 30, 2020, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

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7. Paragraph G. of Section IX GENERAL PROVISIONS is amended to read as follows:

G. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

8. Section X, EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS is amended to read as follows:

X. NONDISCRIMINATION

A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

2. Civil Rights Compliance

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June

2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract. Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.

D. Sexual Harassment

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

continued on next page

ATTACHMENTS

Attachment A – Early Learning Opportunities (ELO) Grant Plan/Additional Services Per Amendment

Attachment B – Amended Program Budget for FY 19-20

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

**CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY**

Legal Entity

▶ _____
Authorized Signature

CaSonya Thomas
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Printed Name

Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

▶ _____
Michael Markel
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date

QCC Equitable Learning Opportunities Grant 2019–20

ELO GRANT PLAN

The following services will be implemented by Child Care Resource Center pursuant to Amendment A1 to Contract EC033:

1. Supporting Early Literacy

Through June 30, 2020, the San Bernardino County QCC Consortium, led by our Quality Improvement agency (CCRC) will host 4 one-day training institutes. These Institutes will consist of a keynote speaker who will address teacher-child interactions or early literacy. In addition, there will be break-out sessions focused on teacher-child interactions, early literacy, and FCC trainings focused on the greatest needs identified through QCC QIP's. Trainers for the early literacy workshops include California Preschool Instructional Network (CPIN), Greg and Steve, certified trainers for the Motherread early literacy program, and CCRC certified trainers. Attendees at these trainings will also receive early literacy materials to help them put into practice what they have learned in the early literacy training sessions. In addition, CCRC will host 3 separate CPIN training days focused on English Language Development Domains that may include but not be limited to:

- Language and Literacy
- Phonological Awareness
- Alphabetic Recognition
- Comprehension
- Vocabulary

2. Engaging and Supporting Child Development Training for Family, Friend and Neighbor and Family Child Care Home Providers

CCRC will leverage existing programs targeted to serve FFN and FCCH providers in an effort to increase QCC participation from these provider types. Targeted programs include but are not limited to; Kaleidoscope play and learn groups, Child Care Initiative Project, Resource library activities, health and safety trainings, etc. Our research and evaluation team has identified the greatest needs of FFN and FCCH providers center around math, science, environment, and basic health and safety. CCRC certified trainers will provide training, in these areas, to these provider populations. Appropriate materials will be provided to support practical application in the FFN or FCC homes with the children they serve.

3. Improving Adult:Child Interactions

Through June 30, 2020, the San Bernardino County QCC Consortium, led by our Quality Improvement agency (CCRC) will host 4 one-day training institutes. These Institutes will consist of a keynote speaker who will address teacher-child interactions or early literacy. In addition, there will be break-out sessions focused on teacher-child interactions, early literacy, and FCC trainings focused on the greatest needs identified through QCC QIP's. Trainers for the teacher-child workshops include Teachstone trainers, CCRC certified trainers for CLASS and SEFEL, and Conscious Discipline trainers. Attendees at these trainings will also receive teacher-child interaction materials to facilitate practical application in the classroom. In addition, CCRC will host separate trainings focused on Introduction to CLASS, CLASS Primer leadership, as well as Conscious Discipline.



FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

FISCAL YEAR: 2019-20

ORGANIZATION:	Child Care Resource Center	DIRECTOR:	Ellen Cervantes, Michael Olenick, PhD.	PROGRAM YEAR:	2019-20
PROGRAM TITLE:	QRIS	PROGRAM DIRECTOR:	James Moses, Susan Savage, Eileen Friscia	TOTAL BUDGET:	\$ 2,068,827
INITIATIVE:	San Bernardino QRIS	FINANCE OFFICER:	Jennifer Patricio, Reporting & Analysis Manager	RFP/Contract#:	EC033 A1

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of total salary	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J
	Name: Position:										
1	Susan Savage Director, Research	0.125	63.32	260	21.17%	16,463	3,485	19,948	159,588	12.5%	Research director for QRIS partnership.
2	Patrick Stanley Manager, Innovation & Technology	0.125	37.14	260	21.73%	9,656	2,098	11,754	94,038	12.5%	Research manager for QRIS partnership.
3	Olivia Pillado Manager, Workforce Development	0.125	46.14	260	25.91%	11,996	3,108	15,104	120,837	12.5%	Research manager for QRIS partnership.
4	Jesse Pineda Senior Research Analyst	1.00	29.48	2,080	23.17%	61,318	14,207	75,525	75,525	100%	Research Analyst for QRIS partnership.
5	Mary Joskowitz Research Analyst	1.00	23.18	2,080	23.16%	48,214	11,166	59,380	59,380	100%	Research Analyst for QRIS partnership.
6	Eileen Friscia Director, Resource & Referral	0.10	62.96	208	28.48%	13,096	3,730	16,826	168,253	10%	Lead the Resource and Referral Department for QRIS partnership.
7	Tina Lopez Manager, Family Engagement	0.25	34.53	520	33.48%	17,956	6,012	23,968	95,869	25%	Assist in overseeing and managing all grant activities, requirements and documentation.
8	Christina Aranda Manager, Professional Development	0.33	36.96	693	23.48%	25,613	6,014	31,627	94,927	33%	Responsible in management of all grant activities, requirements, and documentation.
9	Chantia Hollingsworth Supervisor, Resource & Referral	1.00	24.54	2,080	25.68%	51,043	13,108	64,151	64,151	100%	To conduct visits with parents and their children in their home in compliance with PAT.
10	Cynthia Franco Professional Development Coach	1.00	21.22	2,080	29.76%	44,138	13,135	57,273	57,273	100%	To conduct visits with parents and their children in their home in compliance with PAT.
11	Sidney Everly Professional Development Coach	1.00	22.28	2,080	25.96%	46,342	12,030	58,372	58,372	100%	To conduct visits with parents and their children in their home in compliance with PAT.
12	Angelica Preciado Professional Development Coach	1.00	22.28	2,080	25.96%	46,342	12,030	58,372	58,372	100%	To conduct visits with parents and their children in their home in compliance with PAT.
13	Rae-Lyn Calderon Professional Development Coach	1.00	22.28	2,080	25.96%	46,342	12,030	58,372	58,372	100%	To conduct visits with parents and their children in their home in compliance with PAT.
14	Josephine Sena Professional Development Coach	1.00	22.28	2,080	25.96%	46,342	12,030	58,372	58,372	100%	To conduct visits with parents and their children in their home in compliance with PAT.
15	TBH Professional Development Coach	1.00	22.28	2,080	25.96%	46,342	12,030	58,372	58,372	100%	To conduct visits with parents and their children in their home in compliance with PAT.



FIRST 5 SAN BERNARDINO

PROGRAM BUDGET

FISCAL YEAR: 2019-20

ORGANIZATION: Child Care Resource Center			DIRECTOR: Ellen Cervantes, Michael Olenick, PhD.						PROGRAM YEAR: 2019-20			
PROGRAM TITLE: QRIS			PROGRAM DIRECTOR: James Moses, Susan Savage, Eileen Friscia						TOTAL BUDGET: \$ 2,068,827			
INITIATIVE: San Bernardino QRIS			FINANCE OFFICER: Jennifer Patricio, Reporting & Analysis Manager						RFP/Contract#: EC033 A1			
LINE	BUDGET CATEGORY		FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of total salary	DESCRIPTION/ JUSTIFICATION
I.	SALARIES & BENEFITS		A	B	C	D	E	F	G	H	I	J
16	TBH	Professional Development Coach	1.00	22.28	2,080	25.96%	46,342	12,030	58,372	58,372	100%	To conduct visits with parents and their children in their home in compliance with PAT.
17	TBH	Professional Development Coach	1.00	22.28	2,080	25.96%	46,342	12,030	58,372	58,372	100%	To conduct visits with parents and their children in their home in compliance with PAT.
18	Claudia Castillo	Specialist, Resource & Referral	0.50	20.89	1,040	27.71%	21,726	6,020	27,746	55,492	50%	To coordinate professional development and the workforce registry.
19	Susan Montalvo	Director, Communications	0.15	62.72	312	29.87%	19,568	5,845	25,413	169,416	15%	Lead development and execution of key actions; manage timeline and budgets.
20	Cristen Sayegh	Advertising & Marketing Specialist	0.25	29.72	520	24.12%	15,452	3,727	19,179	76,716	25%	Lead social media and website content development; press and media relations; marketing and outreach materials development
21	Mercedes Williams	ECE Facilitator	0.25	23.00	520	30.00%	4,186	1,256	5,442			For early Learning, adult child interactions, and child development projects
22	Dominique Metoyer	ECE Community Trainer	0.25	23.70	520	30.00%	3,767	1,130	4,897			For early Learning, adult child interactions, and child development projects
23	Susan Baltz	Child Development Specialist	0.15	20.07	312	30.00%	2,192	658	2,850			For early Learning, adult child interactions, and child development projects
24	Felix Bada	Graphic Designer and Developer	0.25	35.32	520	31.05%	18,366	5,703	24,069	96,273	25%	Website design and development; website maintenance and technical support; graphic design.
25	Megan Sack	Media & Communications Specialist	0.75	24.33	1,560	25.05%	37,953	9,507	47,460	63,280	75%	Social media and website content development; press and media relations; marketing and outreach materials development.
Total Salaries & Benefits							\$ 747,097	\$ 194,119	\$ 941,216	\$ 1,859,622		



FIRST 5 SAN BERNARDINO

PROGRAM BUDGET: \$ 2,068,827

FISCAL YEAR: 2019-20

ORGANIZATION:	Child Care Resource Center	DIRECTOR:	Ellen Cervantes, Michael Olenick, PhD.	PROGRAM YEAR:	2019-20
PROGRAM TITLE:	QRIS	PROGRAM DIRECTOR:	James Moses, Susan Savage, Eileen Friscia	TOTAL BUDGET:	\$ 2,068,827
INITIATIVE:	San Bernardino QRIS	FINANCE OFFICER:	Jennifer Patricio, Reporting & Analysis Manager	RFP/CONTRACT#:	EC033 A1

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:
1	Computers & Computer Equipment	0.13%	2,700	1 laptop for 1 new staff at \$1,250 with docking station at \$200. 2 monitors at \$150 each(\$300). 1 VDI computer at \$500. 1 desktop phone at \$450.
2	Cubicle Pods	0.10%	2,000	Cubicle pod for 1 new FTE's assigned \$2,000 total.
3	Chairs	0.02%	400	Office desk chair at \$400
4	Postage	0.15%	3,100	\$0.50 per postage for 4 mailings to 300 families (\$600); and postage for 5,000 pieces, sent once (\$2,500).
5	Printing	0.39%	8,000	\$8K for printing and design of outreach materials, certificates, business cards, posters, flyers, postcards, banners, and participants toolkits.
6	Supplies	0.24%	5,040	General supplies for 14 FTE's at \$30 per month for 12 months
7	Telephone	1.85%	38,342	Allocatation based on 14 FTE's use of landlines and faxes.
8	VerticalChange	4.74%	98,000	\$60,500 for user accounts (\$40,500/year for up to 50 high level user accounts and \$20,000/year for up to 150 lower level user accounts). \$18,000 for customer service activities to support users (\$180/hour for 100 hours). \$18,000 for development costs to make needed changes to the data system (\$180/hour for 100 hours). \$1,500 for travel costs related to VerticalChange data.
9	Provider Incentives	24.50%	506,812	Quality improvement activities and incentives to providers for reaching specific program goals and for focus groups.
TOTAL SERVICE and SUPPLIES			\$ 664,394	



FIRST 5 SAN BERNARDINO

PROGRAM BUDGET: \$ 2,068,827
 FISCAL YEAR: 2019-20

ORGANIZATION:	Child Care Resource Center	DIRECTOR:	Ellen Cervantes, Michael Olenick, PhD.	PROGRAM YEAR:	2019-20
PROGRAM TITLE:	QRIS	PROGRAM DIRECTOR:	James Moses, Susan Savage, Eileen Friscia	TOTAL BUDGET:	\$ 2,068,827
INITIATIVE:	San Bernardino QRIS	FINANCE OFFICER:	Jennifer Patricio, Reporting & Analysis Manager	RFP/CONTRACT#:	EC033 A1
III.	COMMUNICATIONS				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:	
1	Advertising	2.63%	\$ 54,500	All advertising meant to complete program outreach objectives. Social media calculated at \$3,000 for Facebook/Twitter advertising; Press releases to complete program outreach objectives calculated at \$3,000. E-newsletters to complete program and outreach objectives calculated at \$2,000. QRIS promotional items calculated at \$10,000 for QRIS promotional items. Print advertisements across the SB's 22 cities including billboards, newspaper, magazine, mall, etc. for \$25,000. Digital advertisements across the SB's 22 cities including radio, television and online at \$10,000. Advertising outreach event fees throughout county (8 events) \$1,500.	
2	Consultants	0.24%	5,000	Digital content development including material translations; photography and videography.	
3	Photographer and Supplies	0.10%	\$ 2,000	\$2,000 includes Micro Website Development, supplies and photographer fees.	
4	Website Hosting and Technical Support	0.73%	15,000	Monthly website hosting (\$150 x 12 months = \$1,800), technical support (\$750 x 12 months = \$9,000) and any plug ins/modules, (\$4,200).	
	TOTAL COMMUNICATIONS		\$ 76,500		
IV.	TRAVEL				
	Destination	Purpose	TOTAL F5SB BUDGET	Description/Justification:	
1	Mileage, various visits/ meetings/ etc	Mileage, various visits/ meetings/ etc	18,835	For Resource & Referral staff to visit participants, 7 staff approximately 300miles a month for 12 months @0.545 (\$13,734). For R&R management to attend meetings combined 300miles once a month @\$0.545 (\$1,962). For local Research meetings related to 2 research staff attending local meetings 1 time a month 180 miles combined for 12 months at \$0.545 per mile (\$1,177). For Communication staff combined to attend meetings approximately 300miles a month @ \$0.545 (\$1,962).	
2	Various Trainings	Various Trainings	95,400	BUILD Conference 7 attendees, approximately \$1,500/staff, total \$10,500 cost, includes flight, hotel, registration, per diem and transportation. Strata Conference for 1 attendee, approximately \$2,600 total cost, includes flight, travel, hotel, registration, per diem and transportation. First5 Summit Conference for 6 attendees \$1,000/staff, total \$6,000 cost, includes flight, hotel, registration, per diem and transportation. CAEYC Conference 3 attendees, approximately \$1,200/person for total \$3,600 cost, includes flight, hotel, registration, per diem and transportation. Professional development for 13 staff @\$1,060/person for \$13,780.	
	TOTAL TRAINING & TRAVEL		\$ 114,235		



FIRST 5 SAN BERNARDINO

PROGRAM BUDGET: \$ 2,068,827

FISCAL YEAR: 2019-20

ORGANIZATION:	Child Care Resource Center	DIRECTOR:	Ellen Cervantes, Michael Olenick, PhD.	PROGRAM YEAR:	2019-20
PROGRAM TITLE:	QRIS	PROGRAM DIRECTOR:	James Moses, Susan Savage, Eileen Friscia	TOTAL BUDGET:	\$ 2,068,827
INITIATIVE:	San Bernardino QRIS	FINANCE OFFICER:	Jennifer Patricio, Reporting & Analysis Manager	RFP/CONTRACT#:	EC033 A1
V.	DIRECT COST for PROGRAM				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:	
1	Space	3.59%	74,197	Based on allocated square footage of 14 FTE's cubicles.	
2	Direct burdened costs	0.83%	17,083	Based on 14 FTE's and includes office maintenance, security, insurance, utilities.	
	TOTAL DIRECT COST		\$ 91,280		
VI.	IN-DIRECT COSTS				
	Percent:	10%	\$ 181,202		
	Basis:	De Minims			
	Total Indirect Costs		\$ 181,202		
TOTAL FIRST 5 BUDGET			\$ 2,068,827		



AGENDA ITEM 4
APRIL 1, 2020

Subject	Approve and authorize issuance of Request for Qualification (RFQ) for Evaluation and Technical Support Services.
Recommendation	Approve and authorize issuance of Request for Qualification (RFQ) for Evaluation and Technical Support Services. (Presenter: Alejandro Gutierrez-Chavez, Staff Analyst, 252-4258)
Financial Impact	Funding for a three (3) year contract period not to exceed \$400,000 per fiscal year for a maximum total of \$1,200,000, beginning July 1, 2020 through June 30, 2023.
Background Information	A fundamental concept of First 5 San Bernardino is to focus on the benefit to participants rather than to track activities. This principle is reflected in Section 130100(b) of the California Children and Families Act, which states that "... the state and county commissions shall use outcome-based accountability to determine future expenditures". The Act further states, in Section 130400(a)(1)(C)(ii), that each strategic plan "shall, at a minimum, include ... a description of how measurable outcomes of such programs, services, and projects will be determined by the county commission using appropriate reliable indicators."

First 5 San Bernardino, hereafter referred to as the "Commission", is issuing this Request for Qualifications (RFQ) to a qualified group or individual hereinafter referred to as "Consultant(s)" or "Contractor(s)" interested in working with the Commission to assist in research and evaluation activities, special studies and projects and provide training and technical support.

The Commission anticipates entering into a contract period of three (3) years beginning July 1, 2020 through June 30, 2023. Funding over the three (3) year contract period shall not exceed \$400,000 per fiscal year for a maximum total of \$1,200,000:

Consultant(s) Requirements:

1. Have expertise and experience in community-based research processes within a collaborative setting; facilitation of training workshops; and delivery of nonprofit/community-based technical assistance and possess strong knowledge of systems and programs serving children 0-5 and their families.
2. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail; and
3. Meet other presentation and participation requirements listed in this RFQ.

Scope of Services:

The Commission is seeking a qualified group or individual to assist Commission staff in general program implementation and logistic support including but not limited to:

- **Data Collection, Analysis, and Synthesis:** Consultant will be responsible for the collection of different types of data. In addition, Consultant will analyze and synthesize data. Some data will be gathered from funded contracted agencies, reports and research findings. Data will be analyzed using the

appropriate quantitative and/or qualitative analysis. Consultant will be required to perform these activities at the Program, Strategy, Systems and Community level. Also, the consultant may be required to develop surveys and tools for the purposes of data collection;

- Technical Support and Trainings: Consultant will assist the Commission with planning and implementation of training and technical support will be tailored to the needs of Commission management and evaluation staff. Tasks may include but are not limited to, training and capacity building for funded agencies and staff, planning, facilitation of meetings (Advisory Committee, convenings, staff) and present findings at Commission Meetings;
- Reporting and Data Use: In concert with Commission staff, develop a series of reports that can be shared with multiple audiences throughout the year. In addition, the Consultant will assist with the development of the Local Outcomes Report;
- Special Studies and Projects: Consultant with Commission staff will determine one special study project per year. The study or project can include assessment of needs, gaps in services, and/or collaborative projects with other County departments.

Project Timeline:

- RFQ Release - April 2, 2020
- Deadline for submission of questions - Thursday, April 9, 2020, no later than 12 P.M., PST
- Deadline for Qualifications Submissions - Monday, April 20, 2020, no later than 12:00 P.M., PST
- Tentative date for awarding of Contract - June 3, 2020
- Successful Consultant must be present at the Commission Meeting for Contract Approval.
- Tentative Start Date for Contract - July 1, 2020

All correspondence, **including qualifications submissions and questions (if such questions are not submitted by email)**, are to be submitted to:

First 5 San Bernardino
ATTN: Evaluation and Services RFQ 20-01
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408
Alejandro Gutierrez-Chavez, Staff Analyst II
Alejandro.gutierrez-chavez@cfc.sbcounty.gov

Submission Deadline:

All qualifications submissions must be received at the address listed above no later than 12:00 P.M. (PST) on April 20, 2020. Facsimile or electronically transmitted submissions will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late submissions will not be considered.

Review

Michael Markel, County Counsel

Report on Action as taken
Action:
Moved: _____ Second: _____
In Favor:
Opposed:
Abstained:
Comments: _____
Witnessed:



LOCAL PREFERENCE POLICY FORM

Please check all that apply:

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

Signature (Authorized Signer)

Date

Print Name

Company/Agency

Address

STATEMENTS OF CERTIFICATION
RFQ 20-01



	STATEMENT	AGREE (Initial)	DISAGREE WITH REQUIREMENT (Initial and explain in Attachment F- Exceptions)
1.	Services will be provided as described in the Request for Proposals, beginning July 1, 2020 through June 30, 2023.		
2.	The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
3.	All declarations in the proposal and any attachments are true and shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.		
5.	The proposer agrees that all aspects of the RFQ 20-01 and the proposal submitted shall be binding if the proposal is selected and a Contract is awarded.		
6.	Proposer will provide the Commission with any other information that the Commission determines necessary for an accurate determination of the Proposer's ability to perform services as proposed.		
7.	If selected, the Proposer agrees to comply with all applicable rules, laws and regulations.		
8.	Proposer agrees to the right of the County, State and Federal governments to audit the Proposer's financial and other records.		
9.	Will permit official representatives of First 5 San Bernardino access to its facilities, staff, and records in conducting pre-award correspondence and/or site visits in connection with this proposal.		
10.	Hereby authorizes First 5 San Bernardino to contact any references and/or sources named, herein, in order to verify funding, accreditation, performance, and other information deemed necessary for review of this proposal.		

 Print Name

 Signature (*Authorized Signer*)

 Agency/Company

 Date

 Address



**Request For Qualifications
for
Evaluation and Professional Services
RFQ 20-01**

July 1, 2020 – June 30, 2023

**First 5 San Bernardino
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408
(909) 386-7706
www.first5sanbernardino.org**

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I. INTRODUCTION

A. Purpose

The Children and Families Commission for San Bernardino County was created in December, 1998 in order to realize the benefits of Proposition 10 (California Children and Families Act) for the County's youngest residents and their families. The Act created a program for the purpose of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age under the guidance of the Children and Families Commission for San Bernardino (First 5 San Bernardino), and in collaboration with the community and agencies providing services to children.

A fundamental concept of First 5 San Bernardino is to focus on the benefit to participants rather than to track activities. This principle is reflected in Section 130100(b) of the California Children and Families Act, which states that "... the state and county commissions shall use outcome-based accountability to determine future expenditures". The Act further states, in Section 130400(a)(1)(C)(ii), that each strategic plan "shall, at a minimum, include ... a description of how measurable outcomes of such programs, services, and projects will be determined by the county commission using appropriate reliable indicators."

First 5 San Bernardino, hereafter referred to as the "Commission", is issuing this Request for Qualifications (RFQ) for a qualified firm hereinafter referred to as "Consultant(s)" or "Contractor(s)" interested in working with the Commission to assist in research and evaluation activities, special studies and projects, and provide training and technical support.

The Commission anticipates entering into a contract period of three (3) years beginning July 1, 2020 through June 30, 2023. Funding over the three (3) year contract period shall not exceed \$400,000 per fiscal year for a maximum total of \$1,200,000

II. PROJECT TIMELINE

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| 1. RFQ Release | <i>Thursday, April 2, 2020</i> |
| 2. Deadline for submission of questions
Email: Alejandro.gutierrez-chavez@cfc.sbcounty.gov | <i>Thursday, April 9, 2020</i>
<i>No later than 12 P.M., PST</i> |
| 3. Deadline for qualifications submissions | <i>Monday, April 20, 2020</i>
<i>No later than 12:00 P.M., PST</i> |
| 4. Tentative date for Commission approval | <i>Wednesday, June 3, 2020</i>
<i>The Successful Contractor must be present at the Commission Meeting for Contract Approval</i> |
| 5. Contract start date | <i>Wednesday, July 1, 2020</i> |

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

A. Minimum Requirements

Consultant(s) must:

1. Have expertise and experience in community-based research processes within a collaborative setting; facilitation of training workshops; and delivery of community-based technical assistance and possess strong knowledge of systems and programs serving children 0-5 and their families.
2. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail; and
3. Meet other presentation and participation requirements listed in this RFQ.

B. Questions

Questions regarding the contents of this RFQ must be submitted in writing on or before **12 P.M. PST, Thursday, April 9th, 2020** and directed to **Alejandro Gutierrez-Chavez, Staff Analyst II**, Alejandro.gutierrez-chavez@cfc.sbcounty.gov. The questions and answers will be compiled and posted on the First 5 San Bernardino website as an addendum to this RFQ.

C. Correspondence

All correspondence, **including qualifications submissions and questions (if such questions are not submitted by email)**, are to be submitted to:

First 5 San Bernardino
ATTN: Evaluation and Services RFQ 20-01
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408
Alejandro Gutierrez-Chavez, Staff Analyst II

D. Admonition to Consultant(s)

Once the RFQ has been issued and during the evaluation process, the individual identified in Section II(C) below is the sole contact point for any inquiries relating to this RFQ. Only if authorized by the Commission's contact may other Commission Staff provide information. Any violation of this procedure may be grounds for disqualification of the Consultant. It is the responsibility of the Consultant to ensure that the RFQ responses arrive in a timely manner.

E. Qualifications Submission Deadline

All qualifications submissions must be received at the address listed in Paragraph D of this Section no later than 12 P.M. (PST) on, Monday, April 20, 2020. Facsimile or electronically transmitted submissions will not be accepted. Postmarks will not be accepted in lieu of actual receipt. Late submissions will not be considered.

III. QUALIFICATIONS CONDITIONS

A. Contingencies

Funding for this project is contingent on the availability of California Children and Families Trust Fund monies. This RFQ 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 based on the qualifications that best meet the needs of the Commission.

The Commission reserves the right to accept or reject any or all qualifications submissions if the Commission determines it is in the best interest of the Commission to do so. The Commission will notify all Consultant(s) in writing, if the Commission rejects all qualifications submissions.

B. Modifications

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

C. Qualifications Submission

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

D. Inaccuracies or Misrepresentations

If in the course of the RFQ process or in the administration of a resulting contract, the Commission determines that the Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, the Consultant(s) may be terminated from the RFQ process or in the event a contract has been awarded, the contract may be immediately terminated.

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

E. Incurred Costs

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

F. Qualifications Packet Confidentiality

All information submitted in the submission 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.). Submissions may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Consultant should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

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

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

The Commission assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Consultant 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.

G. Negotiations

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

H. Local Preference Policy

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

For the purposes of the 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:

1. 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 the procurement to which the vendor responds; and
2. Can demonstrate ongoing business activity in the field of endeavor on which the vendor is proposing, from that office during the preceding six (6) months; and
3. Has a minimum of 25% of the vendor's fulltime management employees and 25% of its fulltime regular employees working from the San Bernardino County location(s).

The Commission's Local Preference Policy means, for example, if two (2) or more Vendors respond to this procurement with qualifications that are equal in quality, service, and ability to meet the Commission's needs, Commission staff must identify if any of the Vendors are local vendors. If any of the Vendors are local vendors, and their quoted price is within five percent (5%) of the cost of services, equipment, goods, and/or supplies proposed by other Vendors, unless it is determined that an exemption applies, staff may recommend the local vendor for Contract award.

IV. PROJECT REQUIREMENTS

A. Overview

The Contractor selected for an Evaluation and Professional Services Contract will bring a unique and valuable body of knowledge and experience that is critical to the evaluation process for First 5 San Bernardino. To that end, the Commission is seeking a diverse set of skills to be represented and reflective of content knowledge and core expertise as the Contractor will serve an integral role in the full implementation of the Commission's research and evaluation system.

B. Scope of Services

The Commission is seeking a qualified group or individual to assist Commission staff in general program implementation and logistic support including but not limited to:

- **Data Collection, Analysis, and Synthesis:** Consultant will be responsible for the collection of different types of data. In addition, Contractor will analyze and synthesize data. Some data will be gathered from funded contracted agencies, reports and research findings. Data will be analyzed using the appropriate quantitative and/or qualitative analysis. Contractor will be required to perform these activities at the Program, Strategy, Systems and Community level. Also, the consultant may be required to develop surveys and tools for the purposes of data collection;
- **Technical Support and Trainings:** The selected Consultant will assist the Commission with planning and implementation of training and technical support will be tailored to the needs of First 5 San Bernardino management and evaluation staff. Tasks may include but are not limited to, training and capacity building for funded agencies and staff, planning, facilitation of meetings (Advisory Committee, Convenings, Staff) and present findings at Commission Meetings;
- **Reporting and Data Use:** In concert with Commission Staff, develop a series of reports that can be shared with multiple audiences throughout the year. In addition, the Consultant will assist with the development of the Local Outcomes Report;
- **Special Studies and Projects:** Consultant with Commission Staff will determine one special study project per year. The study or project will include assessment of needs, gaps in services, and/or collaborative projects with other County departments.

C. Summary of Desired Qualifications

In addition to the requirements outlined in Section I.B, the following are desired qualifications:

- Consultant(s) must have knowledge and experience with community-based research processes within a collaborative setting.
- Consultant(s) must have knowledge and experience with data collection from diverse sources and in diverse formats within a longitudinal framework.
- Consultant(s) must have an understanding of and experience with community-based research processes focusing on diverse communities.

- Consultant(s) must have knowledge of and experience with recommending and using performance measures for community-based research processes.
- Consultant(s) must have a track record of accomplishment of similar objectives and experience in providing input, critical thinking and concrete evaluation strategies.
- Consultant(s) must have experience working within communities, agencies and informal groups to provide training, coaching, mentoring and technical assistance.
- Consultant(s) must have experience facilitating and convening meetings for the purpose of knowledge sharing and learning with diverse community groups.
- Consultant(s) must have skills in working in flexible manner in accordance with project timelines and activities.
- Consultant(s) must have experience working with other First 5 Commissions.
- Consultant(s) must have knowledge of geographic and demographic dynamics of San Bernardino County.
- Consultant(s) must have experience in synthesizing information from multiple sources and forming recommendations for others.

D. Project Considerations

The Consultant's personnel will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations (when applicable). The Consultant(s) will obtain, maintain and comply with all necessary government authorizations, permits, and licenses required to conduct its operations. In addition, the Consultant(s) will comply with all applicable Federal, State and local laws, rules, regulations and orders in its operations including compliance with all applicable safety and health requirements as to the Contractor's employees.

The Consultant(s) must possess and comply with other requirements outlined in this RFQ.

E. Work Product

All work papers prepared in connection with the contractual services will remain the property of the successful Consultant(s); however, all reports rendered to the Commission are the exclusive property of the Commission and subject to its use and control.

F. Reference Documents

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

1. Americans with Disabilities Act [<http://www.ada.gov/>] 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>
2. Clean Air Act (42 U.S.C. section 7606)
[<https://www.law.cornell.edu/uscode/text/42/7606>]
3. Clean Water Act (33 U.S.C. section 1368)
[<https://www.law.cornell.edu/uscode/text/33/1368>]

4. Environmental Tobacco Smoke (20 U.S.C. section 6081 et seq.), also known as the ProChildren Act of 1994
<http://www.gpo.gov/fdsys/pkg/USCODE-2011-title20/html/USCODE2011-title20-chap68-subchapX.htm>
5. 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>
6. Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973] and Environmental Protection Agency regulations (40 C.F.R., part 32)
<http://www.epa.gov/isdc/eo11738.htm>
7. Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment, Suspension, And Other Responsibility Matters (45 C.F.R, part 76)
<http://www.epa.gov/isdc/eo12549.htm>
8. California Government Code section 6250 et seq.
<https://leginfo.ca.gov/faces/codesTOCSelected.xhtml?tocCode=GOV&tocTitle=+Government+Code+-+GOV>
9. California Government Code section 87100 et seq.
<https://leginfo.ca.gov/faces/codesTOCSelected.xhtml?tocCode=GOV&tocTitle=+Government+Code+-+GOV>
10. Office of Management and Budget (OMB) Circulars
<http://www.whitehouse.gov/omb/circulars/>
11. California Penal Code section 11105.3
<https://leginfo.ca.gov/faces/codesTOCSelected.xhtml?tocCode=PEN&tocTitle=+Penal+Code+-+PEN>
12. State Energy Conservation Plan (California Code of Regulations Title 20, section 1401 et seq.)
<http://ccr.oal.ca.gov/default.htm>
13. Title VII of the Civil Rights Act of 1964 <http://www.eeoc.gov/policy/vii.html>
14. California Welfare and Institutions Code section 10000 et seq.
<https://leginfo.ca.gov/faces/codesTOCSelected.xhtml?tocCode=WIC&tocTitle=+Welfare+and+Institutions+Code+-+WIC>
15. First 5 San Bernardino <http://www.first5sanbernardino.org>

V. CONTRACT REQUIREMENTS

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

A. General Responsibilities

1. 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.

2. Contract Assignability

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

3. 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.

4. 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.

5. Subcontracting

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

6. 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 the Scope of Services.

7. Staffing and Notification

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

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

8. Contractor Primary Contact

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

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

9. Responsiveness

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

10. 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).

11. Indemnification and Insurance Requirements

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

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

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

- b. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- c. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
- d. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
- e. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
- f. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- g. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- h. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

- i. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.
- j. Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission's risk.

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

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

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

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

1. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.
2. 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.
3. 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.
 4. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - (1) Premises operations and mobile equipment.
 - (2) Products and completed operations.
 - (3) Broad form property damage (including completed operations).
 - (4) Explosion, collapse and underground hazards.
 - (5) Personal injury
 - (6) Contractual liability.
 - (7) \$2,000,000 general aggregate limit.
 5. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
 6. If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
 7. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
 8. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits
or
Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

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

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

12. 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.

13. 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, 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.

14. 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.

15. 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.

16. Attribution

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

17. Pro-Children Act of 1994

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

18. Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

19. Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

20. Debarment, Suspension, and Other Responsibility Matters

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

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

- 5) Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall include an explanation in the proposal.

21. 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.

B. Fiscal Provisions

1. Payment Provisions

The Commission will disburse funds on a fee for service/reimbursement payment process based on the contract budget amount for the applicable fiscal year.

Reimbursements under this Contract will be limited to the obligations and expenditures specified in the Project Budget, included in Attachment B.

Reimbursement will be limited to items as included in the Budget or as an approved modification and will not be provided for any charge resulting from an error, oversight or omission by Contractor.

Contractor will provide invoices monthly to the Commission within fifteen (15) working days of the month following services performed. The Commission reserves the right to disallow expenditures if the corresponding invoice is not provided to the Commission within sixty (60) days following the month in which services were performed.

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 thirty (30) days in advance of travel date and travel must be approved in advance by the Program Manager.

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

4. Supplanting of Funds

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

7. 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.

C. Correction of Performance Deficiencies and Termination

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

- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
- Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
- Discontinue reimbursement to the contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;

- Withhold funds pending duration of the breach; and/or
 - Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
 - 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.
2. The Executive Director, on behalf of the Commission, shall give Contractor notice of any action pursuant to this paragraph, which notice shall be effective when given.
 3. The Executive Director is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this contract in his/her sole discretion and to give notice as set forth below in this Contract.

VI. NONDISCRIMINATION

A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code,

Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

2. Civil Rights Compliance

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

D. Sexual Harassment

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

VII. IMPROPER CONSIDERATION

Consultant 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 RFQ.

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

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

VIII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The Commission reserves the right to request the information described herein from the Consultant 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 Consultant. The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Consultant 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 Consultant may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Consultant 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 Consultant may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Consultant 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 Consultant's offices or locations.

IX. QUALIFICATIONS SUBMISSION

A. General

1. All interested and qualified groups or individuals are invited to submit their qualifications for consideration. The qualified group or individual with prior experience working with a First 5 Commission is preferred. Submission of such qualifications indicates that the RFQ has been read and the entire contents of this RFQ is understood, including all attachments and addendums (as applicable) and agrees that all requirements of this RFQ have been satisfied.
2. Qualifications must be submitted in the format described in this Section. Qualifications are to be prepared and submitted in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ. Expensive bindings, folders, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
3. Qualifications submissions must be complete in all respects as required in this Section. Qualifications submissions may not be considered if they are conditional or incomplete.
4. Qualifications submissions must be received at the designated location, specified in Section 2, Paragraph C – Correspondence, no later than the date and time specified in Section 2, Paragraph E – Qualifications Submission Deadline.
5. All qualifications submissions and materials submitted become the property of the Commission.

B. Procedures for Submitting Qualifications Packet

1. Please submit one (1) original, which may be bound with a binder clip, and four (4) copies are required. The original copy must be clearly marked "Original". If one copy is not clearly marked "Original", the submission may be rejected. However, the Commission may at its sole option select, immediately after opening, one copy to be used as the Original Copy. If discrepancies are found between two or more copies of the submitted qualifications, the submission may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the 1 original and 4 copies (for a total of 5 copies) must be sealed and marked with the Consultant's name and "RFQ 20-01 Evaluation and Professional Services."
3. All qualifications submissions 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. Submissions must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Submission Format

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

1. Cover Letter
 2. Table of Contents
 3. Corporate/Company/Agency Profile
 4. Description of Services
 5. Cost Proposal
 6. Credential/Resumes/Certifications/Licenses
 7. References
 8. Evidence of Insurability/Business Licenses
 9. Financial Information
 10. Clarification/Exceptions/Deviations
 11. Statement of Certification (Attachment A)
 12. Local Preference Policy Form (Attachment B)
1. Cover Page - A letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the Consultant submitting the qualifications submission, which must include the following information:
- a. A statement that the qualifications are is submitted in response to the RFQ 20-01 for Evaluation and Professional Services.
 - b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the Commission on behalf of the Consultant.
 - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit the qualifications on behalf of the Consultant.
 - d. A list of Former Commission Administrative Officials (as defined in Section V. A.4.) affiliated with the organization/firm. If none, so state.

2. Table of Contents - A complete table of contents for the entire qualifications submission with respective page numbers opposite each topic
3. Corporate/Company/Agency Profile – This section is designed to establish the bidder as an entity with the ability and experience to operate the project as specified in the RFQ. The Corporate/Company/Agency Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:
 - a. Business name and legal business status (i.e., partnership, corporation, etc.);
 - b. Proof of non-profit status, if applicable;
 - c. Corporate/Company/Agency overview of services or activities performed include:
 - i) The history of the bidder's firm – include a brief history of the firm.
 - ii) The number of years in business under the present business name, as well as prior business names.
 - iii) Number of years experience providing the proposed, equivalent, or related services.
 - iv) Corporate/Company/Agency hierarchy (President, Vice President, Company Officers, etc.) and organizational chart.
 - v) Company size, number of staff, and proposed number of staff to provide services.
 - vi) Location of the office from which the work under this contract will be provided and the staff allocation at that office.
 - d. Whether the bidder holds controlling or financial interests in any other organization, or is owned or controlled by any other person or organization, if none, so state.
4. Description of Services – All qualifications submissions must include a detailed description of the services to be rendered, including but not limited to the following:

A written general understanding to the requirements in the scope of services as detailed in the RFQ, Section IV., A-B, including:

 - a. Provide a work plan or description of how the work will be performed.
 - b. Give precise detail on your project reporting mechanisms. Include:
 - i) A complete description of how the interaction between the bidder's company and the Commission will take place to ensure that the services are performed and to the Commission's satisfaction, including resolving problems that may be encountered during the project.
 - ii) Describe the bidder's company policies regarding this project to ensure proper compliance and quality assurance.
 - iii) Provide the bidder's company background checking procedures and company utilized.
 - c. Indicate whether or not the bidder will subcontract portion(s) of the work. If so, indicate the name of the subcontractor and the portion of the work which will be subcontracted.

5. Cost Proposal – In this section, please complete and include a cost proposal and narrative describing expenditures appropriate to the deliverables outlined in the Scope of Services. Bidders may also include any other documents as information to further explain the proposed costs. Proposals must fully describe all costs to charges to Commission as part of this project. Bidders must fully explain inclusive blended rates, which include all of the bidder’s project-related or supported expenses.

Describe how costs will be controlled and properly identified to the specific tasks, while providing a high quality of services, high level of integrity and outcomes.

6. Credentials/Resumes/Certifications/Licenses – This section shall state the person(s) responsible for administering or providing the services. Identify the project manager and include his/her position, responsibilities, qualifications/experience, and a copy of his/her certification or licenses held, if applicable.

Bidder shall specifically provide the following information on all employees to be providing the service:

- Description of Education
- General experience
- Experience or education related to the RFQ project
- Letters of Reference
- Any other information, which will assist in evaluating qualifications
- Government audit experience
- Indicate if person is registered or licensed to practice as a CPA in California

7. References – All Bidders must include present and past performance information with a minimum of three (3) references. Each reference shall include:

- Dates of work performed
- Current contact person, company, address, email and telephone number for each reference identified
- Describe recent similar projects that are equivalent to the Commission. These experiences must show the qualifications of the Bidder’s capabilities to complete the Commission’s requirements. Provide a summary of the scope of services performed for these other projects.

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

8. Evidence of Insurability/Business Licenses – All Bidders shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract, the Bidder has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the Commission as additionally insured. The Bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of **current** business license or other applicable licenses.

9. Financial Statement – The Bidder must submit financial statements (**balance sheet and income statement**) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the Bidder’s entire business entity. Please place in a separate envelope and mark “confidential,” if your firm requires this to be kept confidential. The Commission does not guarantee that the financials submitted will be kept confidential.

10. Clarification, Exceptions or Deviations – All bidder(s) shall describe any exception or deviation from requirements of the RFQ. Each clarification exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The following contractual terms are nonnegotiable:
 - Indemnification
 - All insurance terms
 - Termination
 - Ownership/Use of Contract Materials and Products (if applicable)
 - Disputes
 - Governing Law
11. Statements of Certifications (Attachment A) –
Complete and include Attachment A in your response to this RFQ.
12. Local Preference Policy Form (Attachment B) –
Complete and include Attachment A in your response to this item of the RFQ.

X. QUALIFICATIONS EVALUATION AND SELECTION

A. Evaluation Process

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

B. Evaluation Criteria

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

1. Administrative Review - All qualifications submissions will be initially evaluated to determine if they meet the following minimum requirements:
 - a. Must be complete as set forth in Section X – Qualifications Submission, subsection – C Qualification Submission Format including all required documents, and be in compliance with all the requirements of this RFQ.

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

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

- e. Experience
- f. Staffing levels and qualifications

While cost is a major consideration in the evaluation process, selection will be based on the determination of which submission will best meet the needs of the Commission and the requirements of this RFQ.

C. Contract Award

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

The contents of the submission of the successful Consultant 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, Consultant may protest, provided the appeal is in writing, is delivered to the address listed, and submitted within five (5) business days of the date on the notification of a denied award. Grounds for an appeal are that the Commission failed to follow the selection procedures and adhere to requirements specified in the RFQ 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 agency proposer that has submitted a RFQ in compliance with the RFQ 20-01 and addenda or amendments may present a protest to the Commission. An appeal submitted by any other parties or individuals, including potential subcontractors, employees or unrelated entities, will not be considered and shall be automatically rejected.

In the event of an appeal, all appeals will be handled by a panel designated by the Commission. The Commission will consider only those specific issues addressed in the written appeal. A written response will be directed to the protesting Consultant 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 RFQ for Annual Audit and Report 20-01 Appeal; 2) basis of appeal; 3) supporting documentation and statements (optional); and 4) name, position, address, telephone, facsimile numbers, and email for agency point of contact for the appeal.

E. Final Authority

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