# Agenda: Children and Families Commission 09-2017

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

| Meeting date, time, and place | September 6, 2017  
3:30 p.m. to 5:00 p.m.  
Commission Conference Center |
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<tr>
<td>Pledge of Allegiance</td>
<td>Chair or designee will lead the Pledge of Allegiance</td>
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<tr>
<td>SPECIAL PRESENTATION</td>
<td>None</td>
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</table>
| Conflict of Interest Disclosure | Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests.  
A Commission member with conflicts of interests shall state their conflict under the appropriate item. A Commission member may not participate in or influence the decision on a contract for which their abstention has been recorded. |
| Report                        | “Help Me Grow” Overview by Heather Little, M.Ed  
Health Policy and Program Manager, First 5 Association |
| Report                        | Legislative Report by Chekesha Gilliam  
Government Relations Analyst, County Administrative Office |
| Report                        | Advisory Committee Report by Margaret Hill, Chair |
| 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. |

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

*Interpreters for hearing impaired and Spanish speaking individuals will be made available with forty-eight hours notice. Please call Commission staff (909) 386-7706 to request the service. This location is handicapped accessible.*
**Agenda: Children and Families Commission 09-2017**  
**September 6, 2017**  
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### CONSENT

<table>
<thead>
<tr>
<th>Item No.</th>
<th>CONSENT</th>
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| 1        | Approve Minutes of July 12, 2017 Commission Meeting.  
(Presenter: Ann M. Calkins, Executive Assistant, 252-4252) |
| 2        | Ratify the one (1) year contract, previously executed by the Executive Director, for the contract term of August 16, 2017 through September 30, 2018 with Prevent Child Abuse California (PCA CA) in an amount not to exceed $75,460 as a funding match for four (4) AmeriCorps service member positions to provide school readiness services.  
(Presenter: Cindy Faulkner, Operations Manager, 252-4253) |

### DISCUSSION

<table>
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<tr>
<th>Item No.</th>
<th>DISCUSSION</th>
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| 3        | **A.** Approve Cooperative Agreement with First 5 Riverside and authorize the receipt of up to $74,945 in reimbursement from First 5 Riverside under such Cooperative Agreement to share in the expenses of planning services identified in the Loma Linda University Children’s Hospital (HMG) contract; authorize the Executive Director or delegate to execute such agreement and take such actions as may be necessary to allow for the receipt of such reimbursement funds.  
**B.** Approve six-month planning contract SI026 in the amount of $149,889 with Loma Linda University Medical Center Children’s Hospital (LLUCH) in an effort to launch the “Help Me Grow” (HMG) Initiative with shared financial responsibility with First 5 Riverside.  
(Presenter: Ronnie Thomas, Staff Analyst II, 252-4255) |
| 4        | **A.** Authorize Executive Director to execute Letter of Intent and negotiate a contract to participate in the First 5 Service Corps PATH program for Fiscal Year 2017-2018 for four (4) AmeriCorps service member positions to provide home visitation program services at a cost not to exceed $56,000 in matching funds.  
**B.** Authorize Executive Director to enter into an agreement with PCA CA for Fiscal Year 2017-2018 for AmeriCorps service member mileage reimbursement. Mileage reimbursement not to exceed $12,000.  
**C.** Authorize negotiation of agreements with “host” sites (currently funded to provide Nurturing Parenting Program) to compensate them for supporting the PATH program in a total amount for all hosts, not to exceed $30,000 for Fiscal Year 2017-2018.  
(Presenter: Cindy Faulkner, Operations Manager, 252-4253) |

### INFORMATION

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<tr>
<th>Item No.</th>
<th>INFORMATION</th>
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| 5        | Receive information on 2-1-1 Quarterly Report – April through June 2017.  
(Presenter: Scott McGrath, Evaluation Supervisor, 252-4259) |

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**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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Next Meeting at
First 5 San
Bernardino

***Wednesday, October 25, 2017***
3:30 p.m. to 5:00 p.m.

***Please note: Meeting falls on fourth Wednesday in October***
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)

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<tr>
<th>Item No.</th>
<th>Contractor</th>
<th>Principals &amp; Agents</th>
<th>Subcontractors; Principals &amp; Agents</th>
<th>Commissioner Abstentions</th>
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<tbody>
<tr>
<td>1</td>
<td>N/A</td>
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<td>2</td>
<td>Prevent Child Abuse California (PCA CA)</td>
<td>Sheila Boxley President and CEO</td>
<td>N/A</td>
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<td>Stephanie Biegler Chief Program Officer</td>
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<td>Ian Hadley Program Manager</td>
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<td>3A</td>
<td>First 5 Riverside</td>
<td>Tammi Graham Executive Director</td>
<td>N/A</td>
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<td>3B</td>
<td>Loma Linda University Medical Center Children’s Hospital</td>
<td>Scott Perryman Administrator</td>
<td>N/A</td>
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<td>Jill Howie Executive Service Line Director</td>
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<tr>
<td>4</td>
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<td>Ian Hadley Program Manager</td>
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<td>N/A</td>
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Minutes: Children and Families Commission Meeting

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

| Meeting Date, Time and Location | Commission Meeting  
|----------------------------------|-------------------|
|                                 | July 12, 2017 - 3:30 p.m.  
|                                 | First 5 San Bernardino |

| Pledge of Allegiance | The Pledge of Allegiance was led by Chair Ohikhuare |

| SPECIAL PRESENTATION | Capacity Building – Social Entrepreneurs, Inc. |

| 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.  
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| Attendees | Commissioners Present  
|-----------|----------------------|
|           | Margaret Hill  
|           | Maxwell Ohikhuare, M.D.  
|           | James Ramos  
|           | CaSonya Thomas  
|           | Paul Vargas  

| Staff Present | Cindy Faulkner, Operations Manager  
|---------------|---------------------------------|
|               | Mary Jaquish, Supervisor  
|               | Debora Dickerson-Sims, Administrative Supervisor II  
|               | Scott McGrath, Supervisor  
|               | Ann Calkins, Executive Assistant  
|               | Staci Scranton, Supervising Office Assistant  
|               | Sophie Akins, Commission Counsel  

| Changes to the Agenda | None |
Report – Executive Director by Cindy Faulkner

Visit by Assembly member Eloise Gomez Reyes
Assembly member Gomez Reyes took time out of her busy schedule and stopped by First 5 on June 23rd. After a brief office tour, she, along with her husband, Frank, and staff member, Roxanna Gracia and accompanied by Karen Scott and Mary Jaquish from First 5, visited the Children’s Assessment Center (CAC). The goal was to showcase the public/private partnership between San Bernardino County, First 5 and Loma Linda Children’s Hospital who coordinates services in a child-focused space. For more info, see Page 1 of the ED Report.

Welcome - New Program Director of Local Dental Pilot Project, Cynthia Pledger
Cynthia Pledger, who brings more than 30 years’ experience in public health and dental hygiene related programs, will serve as Program Director for this joint project with F5SB and First 5 Riverside. The pilot project will bring together two innovative community based strategies: teledentistry and caries risk assessment.

AmeriCorps Update
First 5 is currently accepting applications for the upcoming AmeriCorps service year 2017-2018.

Report – Advisory Committee
No report.

Report – Legislative
No report.

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

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<th>Item No.</th>
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<tr>
<td>1</td>
<td>Approve Minutes of June 7, 2017 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)</td>
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<tr>
<th>Item No.</th>
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<td>2</td>
<td>Approve Contract SI024 with the American Lung Association for Fiscal Year 2017-2018 in the amount of $50,325 to provide asthma related capacity-building services. (Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)</td>
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<tr>
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<td>Discussion</td>
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<td>Discussion ensued related to this contract and various questions posed by the Commissioners were answered by Terry Roberts, Executive Director for the American Lung Association.</td>
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<td>Public Comment</td>
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<td>None</td>
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<td></td>
<td>A motion was made by Commissioner Ramos and seconded by Commissioner Vargas to approve Item 2. With Commissioners Garrett and Weinstein absent and without further comment or objection, motion carried by unanimous vote.</td>
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</table>
3. Approve negotiations for a six-month planning contract with Loma Linda University Medical Center Children's Hospital (LLUCH) in preparation to launch the “Help Me Grow” (HMG) Initiative regionally with shared financial responsibility between First 5 San Bernardino and First 5 Riverside.
   (Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)

**Discussion**
None

**Public Comment**
None

A motion was made by Commissioner Ramos and seconded by Commissioner Vargas to approve Item 3. With Commissioners Garrett and Weinstein absent and without further comment or objection, motion carried by unanimous vote.

4. Approve Contract IC033 with Social Entrepreneurs, Inc., (SEI) in the total amount of $921,330 for Fiscal Years 2017-2020 to provide ongoing technical assistance to providers and the Inland Empire Community Collaborative (IECC) in an effort to sustain capacity building in San Bernardino County.
   (Presenter: Mary Jaquish, Supervisor, 252-4254)

**Discussion**
None

**Public Comment**
None

A motion was made by Commissioner Ramos and seconded by Commissioner Hill to approve Item 4. With Commissioners Garrett and Weinstein absent and without further comment or objection, motion carried by unanimous vote.

5. Approve funding for Trauma-Informed Support in Early Childhood Education (TISECE) pilot project with the California Association of Health & Education Linked Professions (CAHELP) in the amount of $206,713 for Fiscal Year 2017-2018 to effectively train and instill universal supports and strategies for early education providers, parents and community and create a trauma informed culture within daily preschool programming.
   (Presenter: Mary Jaquish, Supervisor, 252-4254)

**Discussion**
None

**Public Comment**

Dr. Ronald Powell expressed his enthusiasm for the project because the capacity to provide this service is available with resources from CAHELP and SART centers located throughout the county. He believes it is feasible to take this throughout San Bernardino County very rapidly.

It should only take a year to work out any problems or issues with this pilot project due to a combination of 20 years’ experience working with this population and established relationships with other entities in the County. Dr. Powell believes this funding would be a one-time ask; he does not expect to return to the Commission for additional funding. The program should be sustainable on its own after the first year.

Dr. Powell stated Dr. Rachel Monarrez, Assistant Superintendent for Student Services for San Bernardino City Unified School District has asked that her staff be included in
the initial training to prepare for eventual implementation in the San Bernardino School District, as well.

A motion was made by Commissioner Hill and seconded by Commissioner Vargas to approve Item 3. With Commissioners Garrett and Weinstein absent and without further comment or objection, motion carried by unanimous vote.

<table>
<thead>
<tr>
<th>Public Comment</th>
<th>None</th>
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<tbody>
<tr>
<td>Commissioner Roundtable</td>
<td>None</td>
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</tbody>
</table>

A motion to adjourn was made by Commissioner Thomas and seconded by Commissioner Ramos. With Commissioners Garrett and Weinstein absent and without further comment or objection, motion carried by unanimous vote.

Chair Ohikhuare adjourned the meeting at 4:39 p.m.

**Next meeting at First 5 San Bernardino**

**September 6, 2017**

**3:30 p.m.**

**Attest**

Maxwell Ohikhuare, M.D., Chair

Ann M. Calkins, Commission Clerk
AGENDA ITEM 2
SEPTEMBER 6, 2017

Subject
Prevent Child Abuse California AmeriCorps Service Contract 2017-2018

Recommendations
Ratify the one (1) year contract, previously executed by the Executive Director, for the contract term of August 16, 2017 through September 30, 2018 with Prevent Child Abuse California (PCA CA) in an amount not to exceed $75,460 as a funding match for four (4) AmeriCorps service member positions to provide school readiness services.

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

Financial Impact

Background Information
At the May 3, 2017 Commission meeting, approval was granted for the Executive Director to execute a Letter of Intent and to negotiate a contract for continued participation in the First 5 Service Corps (AmeriCorps) program. Participation requires a funding match and for Fiscal Year 2017-2018 (FY17/18), for four (4) AmeriCorps positions at 1700 (full-time) hours to provide a year-round program, the requirement for matching the federal dollars for First 5 San Bernardino (F5SB) is in the amount up to $18,865 per full-time AmeriCorps member, for a total not to exceed $75,460. This amount includes healthcare coverage costs for members, for the program year. If a member chooses not to elect healthcare coverage, that amount will not be expended in this contract.

A contract with Prevent Child Abuse California is presented today for Commission ratification to continue the AmeriCorps program in FY17/18 under which four (4) members have been selected and have commenced services for the FY17/18 term on August 16, 2017, in multiple preschools throughout the County promoting school readiness. Because of the timing of the Commission meetings as well as the previous Commission direction and approvals related to the contract, the Executive Director signed the contract, which is now for consideration for Commission ratification. Each year F5SB and County of San Bernardino Preschool Services Department (“PSD”) enter into a Memorandum of Understanding (“MOU”) which defines the relationship between the two entities and the AmeriCorps Program. An MOU between PSD and F5SB outlining the partnership was presented for approval to the Commission in September 2016 for a term through June 2018. First 5 San Bernardino staff will work with PSD contracts unit to amend the current MOU to extend through the projected term of the PCA CA AmeriCorp school readiness match program.

The confirmed Head Start school sites in which AmeriCorps members will serve in FY17/18 are Ontario-Maple, Ontario-Westminster, Rialto Renaissance, and Rialto Eucalyptus. These sites have identified children in need of one-on-one early education support that can be provided by the AmeriCorps Service members. F5SB continues to research and explore ways to expand availability and support of AmeriCorps member services to other early education venues and/or early child care settings as the Commission supports a “systems-based” approach to improving outcomes for young children and their families.

Upon Commission approval, the executed Prevent Child Abuse California AmeriCorps Service Contract for FY17/18, signed by the Executive Director, will be ratified by the Commission.
**AGENDA ITEM 2**
**SEPTEMBER 6, 2017**
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**Review**

Sophie Akins, Commission Counsel

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<td><strong>Opposed:</strong></td>
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<td><strong>Comments:</strong></td>
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<td><strong>Witnessed:</strong></td>
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First 5 Service Corps
AmeriCorps Contract

1. This Contract is entered into between Prevent Child Abuse California and the Subcontractor named below:
   Children and Families Commission for San Bernardino County

2. Subcontractor's D-U-N-S Number: 841114882

3. CFDA Name: AmeriCorps

4. CFDA Number: 94.006

5. The Term of this Contract is: August 16, 2017 through September 30th, 2018

6. The maximum amount of this Contract shall not exceed: $75,460.00

7. Number of 1,700-hour AmeriCorps members to be enrolled and retained: 4

8. Number of 900-hour AmeriCorps members to be enrolled and retained: 0

9. Last date to enroll 1,700-hour AmeriCorps members: 10/16/2017

10. Last date to enroll 900-hour AmeriCorps members: 2/16/2018

11. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

  Exhibit A: 2017 Terms and Conditions for AmeriCorps State and National Grants ("CNCS Terms & Conditions"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.nationalservice.gov/resources/terms-and-conditions-cnscs-grants

  Exhibit B: 45 CFR Chapter XXV, Sections 2520 – 2550 ("45 CFR XXV"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.ecfr.gov/cgi-bin/text-idx?SID=9e5466ae66b0b60241f448502b41433b&mc=true&tpl=/ecfrbrowse/Title45/45chapterXXV.tpl

  Exhibit C: Terms and Conditions

  Exhibit D: Match Contribution

  Exhibit E: Program Scope of Services

  Attachment E-1: 2017/2018 Performance Measures ("Performance Measures")

  Attachment E-2: 2017/2018 AmeriCorps Member Living Allowance Schedule ("Living Allowance Schedule")

  Exhibit F: California Volunteers Assurances and Certifications


12. Contract Number: 3-CM-5SB-FSB-17-18

13. Program Year: 2017-2018

SUBCONTRACTOR:
Children and Families Commission for San Bernardino County

Signature Date

Print Name and Title

Fiscal Contact Name and Title
Approved as to Content:
Department Head Signature (If Applicable)
Approved as to Form:

Print Name and Title
Address 4700 Roseville Road, Suite 102
City, State, Zip+4 North Highlands, CA 95660

PREVENT CHILD ABUSE CALIFORNIA ("PCA CA")

Sheila Boxley, President and CEO Date

Stephanie Biegler, Chief Program Officer Date

AmeriCorps Contract
Page 1 of 1
EXHIBIT C
TERMS AND CONDITIONS

I. Time
Time is of the essence in all terms and conditions of this Contract.

II. AmeriCorps
A. The First 5 Service Corps program is a federally funded AmeriCorps program.
B. Individuals enrolled to provide service under the First 5 Service Corps program will be known as AmeriCorps members, and are the resource being provided.

III. Compliance with Federal Requirements
By entering into this Contract, SUBCONTRACTOR (and its contractor, if applicable) agrees to comply with all federal requirements governing the AmeriCorps program including, but not limited to:
A. CNCS Terms & Conditions, incorporated into this Contract by reference as Exhibit A;
B. 45 CFR XXV, incorporated into this Contract by reference as Exhibit B;
C. All Assurances and Certifications contained in Exhibit F, CV Assurances and Certifications;
D. All applicable federal statutes, regulations, and guidelines; and
E. Subpart E, 2 C.F.R. Part 200.400.

IV. Scope of Services
SUBCONTRACTOR shall provide services in the amount, type, and manner described in Exhibit E, Program Scope of Services, which is attached hereto and incorporated herein. The Scope of Services is dependent upon SUBCONTRACTOR's full enrollment and retention of the number of AmeriCorps member positions as listed in Exhibit D, Match Contribution, Section II. Cash Match Contribution, and Exhibit E, Program Scope of Services, Section II. Recruitment and Eligibility of AmeriCorps members.

V. PCA CA'S Obligation Subject to Availability of Funds
PCA CA's obligation under this Contract is subject to the availability of authorized funds. PCA CA may terminate this Contract, or any part of the Contract work, without prejudice to any right or remedy of PCA CA, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, PCA CA may, upon written notice to SUBCONTRACTOR:
A. Terminate this Contract in whole or in part; or,
B. Offer a contract amendment reflecting the reduced funding.

VI. Termination without Cause
A. This Contract may be terminated by either party without cause upon thirty (30) calendar days written notice to the other party.
B. If the Contract is terminated for non-appropriation:
   1. SUBCONTRACTOR shall be released from any obligation to provide further services pursuant to this Contract after the effective date of termination.
   2. Prior to termination of this Contract, SUBCONTRACTOR will make reasonable efforts to identify a new or existing contractor to host all of
SUBCONTRACTOR’s active AmeriCorps members and to assume the
remaining cash match contribution for said AmeriCorps members
amongst those county Children and Families Commissions or community
based organizations then participating in the First 5 Association of
California. Furthermore, SUBCONTRACTOR agrees to assist with the
transition of any active AmeriCorps members to First 5 Commission
service sites or programs.

VII. Termination for Cause
PCA CA may terminate this Contract for cause upon giving ten (10) calendar days
written notice to SUBCONTRACTOR should SUBCONTRACTOR materially fail to
perform this Contract in the time and/or manner specified. Before such termination
takes effect, however, SUBCONTRACTOR shall have ten (10) calendar days to cure the
failure to perform. In the event of such termination, PCA CA may proceed with the work
in any manner deemed proper by PCA CA. If notice of termination for cause is given by
PCA CA to SUBCONTRACTOR and it is later determined that SUBCONTRACTOR was
not in default or the default was excusable, then the notice of termination shall be
deemed to have been given without cause pursuant to paragraph (VI.A) above.

VIII. Signature Authority
The parties executing this Contract certify that they have the proper authority to bind
their respective entities to all terms and conditions set forth in this Contract.

IX. Mutual Indemnification
Each party shall indemnify, defend, protect, hold harmless, and release the other, their
elected bodies, officers, agents, and employees, from and against any and all claims,
losses, proceedings, damages, causes of action, liability, costs, or expense (including
attorneys’ fees and witness costs) arising from or in connection with, or caused by any
negligent act or omission or willful misconduct of such indemnifying party. This
indemnification obligation shall not be limited in any way by any limitation on the amount
or type of damages or compensation payable to or for the indemnifying party under
Workers’ Compensation acts, disability benefit acts, or other employee benefit acts.

X. Independent Contractor
SUBCONTRACTOR is an independent contractor and not an agent, officer, or employee
of PCA CA. The parties mutually understand that this Contract is by and between two
independent contractors and is not intended to, and shall not be construed to, create the
relationship of agent, servant, employee, partnership, joint venture, or association.

XI. Conflict of Interest
A. The parties warrant that their employees and/or their immediate families and/or
Board of Directors and/or officers have no interest, including, but not limited to,
other projects or independent contracts, and shall not acquire any interest, direct
or indirect, including separate contracts for the work to be performed hereunder,
which conflicts with the rendering of services under this Contract. The parties
shall employ or retain no such person while rendering services under this
Contract. Services rendered by either party’s associates or employees shall not
relieve the party from professional responsibility under this clause.

B. The parties have an affirmative duty to disclose to each other in writing the
name(s) of any person(s) who have an actual, potential, or apparent conflict of
interest.
II. **Subcontracting**
If **SUBCONTRACTOR** contracts with another organization to either administer or host AmeriCorps members, the contract must incorporate 45 CFR XXV, and the CNCS Terms & Conditions, and require that such provisions are binding upon the contractor. **SUBCONTRACTOR** shall be responsible for contractor's compliance with these regulations. **SUBCONTRACTOR** must provide a copy of the contract to **PCA CA** within fifteen (15) business days of execution, and must be approved by **PCA CA** no less than forty-five (45) calendar days prior to the start of this Contract. Any such contract shall not serve to release **SUBCONTRACTOR** from any obligation under this Contract.

III. **Drug Free Workplace**
The parties warrant that they are knowledgeable of 45 CFR XXV Sections 2545.205 – 2545.230, and 2545.610 – 2545.670, regarding a drug free workplace and shall abide by and implement its statutory requirements.

IV. **Safety Standards**
Pursuant to the CNCS Terms & Conditions, Section XIV, **SUBCONTRACTOR** must institute safeguards as necessary and appropriate to ensure the safety of **SUBCONTRACTOR**'s AmeriCorps members. **SUBCONTRACTOR**'s AmeriCorps members may not participate in projects that pose undue safety risks.

V. **Nondiscrimination**
A. It is the policy of **PCA CA** to assure all persons of equal rights and opportunities with respect to serving in this program. A person, including an AmeriCorps member, a community beneficiary, or program staff, may not, on the grounds of race, color, national origin, sex, age, political affiliation, sexual orientation, disability, in most cases religion, or any other bases protected by federal, state, or local law, or ordinance or regulation, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, directly or through contractual or other arrangements, under any program or activity receiving federal financial assistance. **PCA CA** will not retaliate against any person who, or organization that, files a complaint about such discrimination.

B. Further, in fulfilling their duties and responsibilities under this Contract, the parties shall not discriminate against their employees, AmeriCorps members, or AmeriCorps applicants, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

VI. **Insurance**
A. Under California Labor Code Sections 3351 to 3352(j) inclusive, **PCA CA** shall obtain Workers' Compensation insurance for **SUBCONTRACTOR**'s AmeriCorps members.

B. **SUBCONTRACTOR** shall obtain and maintain in full force and effect during the performance of the work the types of insurance listed in Section XVC below.
   1. All insurance shall be provided by insurance companies acceptable to **PCA CA**.
   2. Insurance companies shall be rated no lower than A:VIII as published in the most current edition of "Best's Key Rating Guide".
3. **SUBCONTRACTOR**'s Insurance shall be primary and non-contributory with **PCA CA**'s insurance.

4. Policies shall provide that they may not be canceled, changed, or not renewed without at least thirty (30) days written notice to **PCA CA**.

C. Types of insurance:

1. Comprehensive General Liability Insurance which includes products/completed operations, independent contractors, contractual liability, and broad form property damage coverages with a combined single limit of not less than $1,000,000 per occurrence, and not less than $2,000,000 aggregate.
   a. **SUBCONTRACTOR** shall furnish to **PCA CA** a separate endorsement evidencing **PCA CA**'s additional insured status on the policy.
   b. **SUBCONTRACTOR**'s Comprehensive General Liability Insurance shall specifically state "Prevent Child Abuse California is named as additional insured under the above policy."

2. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a combined single limit of not less than $1,000,000 per occurrence.

3. Professional Liability Insurance or Errors and Omissions Insurance with a limit of not less than $1,000,000, if **SUBCONTRACTOR** employs licensed clinicians or therapists, or provides counseling services in relation to this Contract.
   a. If **SUBCONTRACTOR** (or its Contractor) does not employ licensed clinicians or therapists, and does not provide counseling services in relation to this Contract, **SUBCONTRACTOR** may submit a statement to **PCA CA** in writing, and will be relieved of this requirement.
   b. Directors and Officers Insurance will not be accepted in lieu of Professional Liability Insurance or Errors and Omissions Insurance.

4. **PCA CA**, reserves the right, in its sole discretion, to require higher limits of liability coverage, if, in **PCA CA**'s opinion **SUBCONTRACTOR**'s past experience or performance indicates a higher than normal level of risk.

D. The following Additional Insured Endorsements are acceptable:

1. Insurance Services Office ("ISO"), or same wording on insurance company forms:
   a. Commercial General (CG) 2010
   b. Commercial General (CG) 2037
   c. Commercial General (CG) 2011
   d. Commercial General (CG) 2026

2. NIAC-E32 05 11, If **SUBCONTRACTOR** is insured by the Nonprofit Insurance Alliance of California ("NIAC").

3. PI-GLD-HS (04/07), if **SUBCONTRACTOR** is insured by Philadelphia Insurance Companies.

E. Submission of Documentation:

1. **SUBCONTRACTOR** shall furnish any and all required Certificates of Insurance and separate Additional Insured Endorsements to **PCA CA** no less than ten (10) business days prior to the commencement of work hereunder.
2. **SUBCONTRACTOR** shall continue to provide **PCA CA** with subsequent Certificates of Insurance and separate Additional Insured Endorsements evidencing uninterrupted compliance with these insurance requirements throughout the term of this Contract.

XVII. **Ownership of AmeriCorps Training Curricula and Materials**

**PCA CA** shall retain any and all rights to AmeriCorps training curricula and materials developed for this program by **PCA CA**. **PCA CA** grants **SUBCONTRACTOR** a perpetual, non-exclusive worldwide, royalty-free license to use said curricula or materials for use only in this AmeriCorps project. If curricula or materials are to be used for other than this AmeriCorps project, **SUBCONTRACTOR** must obtain written consent from **PCA CA** to use such curricula or materials.

XVIII. **Audit/Review Requirements**

A. **SUBCONTRACTOR** shall submit to **PCA CA** on an annual basis either;
   1. A financial and compliance audit ("Audit"), or
   2. A limited scope audit ("Review") as determined by Sections XVIII.B and XVIII.C of this provision.

B. An independent auditor must perform the Audit or Review. Audits shall be conducted in accordance with the provisions of Subpart E, 2 C.F.R. Section 200.400 for agencies, standards promulgated by the American Institute of Certified Public Accountants ("AICPA"), and those standards included in Government Auditing Standards, 2007 Revision.

C. The Audit/Review shall be performed on the basis of **SUBCONTRACTOR's** fiscal year. The reconciliation of cost report data shall also be based on **SUBCONTRACTOR's** fiscal year. If this Contract is terminated for any reason during the contract period, the independent Audit/Review shall cover the entire period of the Contract for which services were provided.

D. **SUBCONTRACTOR** must submit to **PCA CA** one (1) copy of the Audit/Review, as described in Subpart E, 2 C.F.R. Section 200.400, within:
   1. Thirty (30) days after receipt of the auditor's report(s), or
   2. Six (6) months following expiration or termination of this Contract, whichever is earlier.

E. Should there be any delay anticipated, **SUBCONTRACTOR** shall immediately notify **PCA CA** in writing of the delay, and the anticipated submission date.

F. **SUBCONTRACTOR** shall send, or cause to be sent, the Audit/Review to **PCA CA's** mailing address as listed on the AmeriCorps Contract.

G. **PCA CA** shall examine the Audit/Review submitted by **SUBCONTRACTOR**. Should **PCA CA** note any deficiencies in the Audit/Review, **PCA CA** shall notify **SUBCONTRACTOR**. In this case, **SUBCONTRACTOR** will be required to submit an action plan detailing how **SUBCONTRACTOR** will address the deficiencies. **SUBCONTRACTOR** shall correct all deficiencies within six (6) months of the date that the Audit/Review was received by **SUBCONTRACTOR** from its independent auditor, as required by Federal regulations. **SUBCONTRACTOR** shall provide evidence of the corrected deficiencies to **PCA CA**.

XIX. **Unforeseen Circumstances**

The parties are not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute, or other cause beyond the parties reasonable control,
provided each party gives written notice to the other party of the cause of the delay within ten (10) calendar days of the start of the delay.

XX. Notice
A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail with delivery confirmation, addressed as stated on the AmeriCorps Contract.
B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

XXI. Nonrenewal
SUBCONTRACTOR acknowledges that there is no guarantee that PCA CA will renew SUBCONTRACTOR’s services under a new contract following expiration or termination of this Contract.

XXII. Changes and Amendments
A. Any mutually agreed upon changes, including any increase or decrease in the amount of match contribution, shall be effective when incorporated in written amendments to this Contract.
B. The party desiring the revision shall request an amendment to this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties’ mutual execution of an amendment in writing.
C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

XXIII. Choice of Law
The parties have executed and delivered this Contract in the County of Sacramento, State of California. The laws of the State of California shall govern the validity, enforceability, or interpretation of this Contract. Sacramento County shall be the venue for any action or proceeding, in law or equity, that may be brought in connection with this Contract.

XXIV. Health Insurance Portability and Accountability Act
The parties warrant that they are knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services in 45 CFR XXV Parts 160, 162, and 164, regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

XXV. Prohibited Activities
A. Corporation for National and Community Service ("CNCS") Prohibited Activities
   1. Supplantation. CNCS assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive CNCS support.
2. **Religious use.** CNCS assistance may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization.

3. **Political activity.** CNCS assistance may not be used by program participants or staff to assist, promote, or deter union organizing; or finance, directly or indirectly, any activity designed to influence the outcome of a Federal, State, or local election to public office.

4. **Contracts or collective bargaining agreements.** CNCS assistance may not be used to impair existing contracts for services or collective bargaining agreements.

5. **Nonduplication.** CNCS assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (5) of this section are met, CNCS assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

6. **Nondisplacement.**
   a. **SUBCONTRACTOR** (or its Contractor) may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving CNCS assistance.
   b. **SUBCONTRACTOR** (or its Contractor) may not displace a volunteer by using a participant in a program receiving CNCS assistance.
   c. A service opportunity will not be created under this section that will infringe in any manner on the promotional opportunity of an employed individual.
   d. An AmeriCorps member in a program receiving CNCS assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
   e. An AmeriCorps member in any program receiving assistance under 45 CFR Chapter XXV §2540.100 may not perform any services or duties, or engage in activities, that—
      1. Will supplant the hiring of employed workers; or
      2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
   f. An AmeriCorps member in any program receiving assistance under 45 CFR Chapter XXV §2540.100 may not perform services or duties that have been performed by or were assigned to any—
      1. Presently employed worker;
      2. Employee who recently resigned or was discharged;
      3. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
(4). Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
(5). Employee who is on strike or who is being locked out.

g. **SUBCONTRACTOR** (or its Contractor) must, at minimum, conduct and document consultation with the appropriate local labor organization, if any, representing employees in the area where AmeriCorps members and unionized employees are engaged in the same or similar work as that proposed to be carried to ensure compliance with the nondisplacement requirements specified in section 12637 of the National and Community Service Trust Act.

7. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and AmeriCorps members may not engage in the following activities:

   a. Attempting to influence legislation;
   b. Organizing or engaging in protests, petitions, boycotts, or strikes;
   c. Assisting, promoting, or deterring union organizing;
   d. Impairing existing contracts for services or collective bargaining agreements;
   e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
   f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
   g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
   h. Providing a direct benefit to:
      (1). A business organized for profit;
      (2). A labor union;
      (3). A partisan political organization;
      (4). A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
      (5). An organization engaged in the religious activities described in paragraph (g) of this section, unless CNCS assistance is not used to support those religious activities;
   i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
   j. Providing abortion services or referrals for receipt of such services; and
   k. Such other activities as CNCS may prohibit.
8. AmeriCorps members may not raise funds for living allowances or for an organization’s general (as opposed to project) operating expenses or endowment.

9. AmeriCorps members may not write a grant application to CNCS or to any other Federal agency.

10. Individuals may exercise their rights as private citizens and may participate in the activities listed in Section XXV.A.7.a.-k. on their own initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

11. Additionally, PCA CA requests that members do not otherwise identify themselves as AmeriCorps members if engaging in any of the activities listed in Section XXV.A.7.a.-k. on their own time.

B. **PCA CA Prohibited Activities.**

1. AmeriCorps members may not engage in, and therefore, not record hours in fundraising activities while serving in the AmeriCorps program.

2. **SUBCONTRACTOR** must not employ **SUBCONTRACTOR**’s AmeriCorps members in any capacity while **SUBCONTRACTOR**’s AmeriCorps members are providing service under a **PCA CA** Member Contract.

3. **SUBCONTRACTOR**’s AmeriCorps members must not transport clients, children, and/or families in their personal automobile during service hours unless authorized by **PCA CA**, **SUBCONTRACTOR**, **SUBCONTRACTOR**’s contractor (if applicable), and the Service Site in writing.

4. **SUBCONTRACTOR**’s AmeriCorps members must not have contact with clients during non-service hours. Exceptions will only be made with the prior written approval of **SUBCONTRACTOR**, **PCA CA**, and the Service Site.

5. **SUBCONTRACTOR**’s AmeriCorps members must not participate in gambling during service hours.

6. **SUBCONTRACTOR**’s AmeriCorps members must not steal/take AmeriCorps or Service Site property, or the property of another.

7. During service hours or while in uniform, **SUBCONTRACTOR**’s AmeriCorps members must not purchase, consume, or serve alcohol or drugs at any time.

**XXVI. Waiver**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under any provision of this Contract.

**XXVII. Inspection and Examination**

A. Authorized representatives of **PCA CA** may inspect and/or examine **SUBCONTRACTOR**’s performance, place of business, and/or records pertaining to this Contract. **SUBCONTRACTOR** agrees to maintain such records for possible inspection/examination for a period of not less than seven (7) years following termination or expiration of this Contract. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or volunteers who might reasonably have information related to such records.

B. Authorized representatives of **SUBCONTRACTOR** may inspect and/or examine **PCA CA**’s performance, place of business, and/or records pertaining to this Contract. **PCA CA** agrees to maintain such records for possible
inspection/examination for a period of not less than seven (7) years following
termination or expiration of this Contract, unless a longer period of records
retention is stipulated. **PCA CA** agrees to allow the auditor(s) access to such
records during normal business hours and to allow interviews of any employees
or volunteers who might reasonably have information related to such records.

C. The parties shall be subject to the inspection and examination of the following
entities or their designees:
1. CNCS;
2. CNCS Office of Inspector General;
3. California Volunteers;
4. California State Auditor; and/or
5. Any entity with a legal right to inspect or examine.

**XXVIII. Grievance Procedure**

**PCA CA** has established and maintains a procedure for the filing and adjudication of
grievances from **AmeriCorps** members, labor organizations, and other interested
individuals concerning this program, in accordance with 45 CFR XXV §2540.230. If the
grievance alleges fraud or criminal activity, it must immediately be brought to the
attention of CNCS’ Inspector General.

A. Alternative Dispute Resolution

1. The aggrieved party may seek resolution through alternative means of
dispute resolution such as mediation or facilitation. Dispute resolution
proceedings must be initiated within forty-five (45) calendar days from the
date of the alleged occurrence. At the initial session of the dispute
resolution proceedings, the party must be advised in writing of his or her
right to file a grievance and right to arbitration. If the matter is resolved,
and a written agreement is reached, the party will agree to forego filing a
grievance in the matter under consideration.

2. If mediation, facilitation, or other dispute resolution processes are
selected, the process must be aided by a neutral party who, with respect
to an issue in controversy, functions specifically to aid the parties in
resolving the matter through a mutually achieved and acceptable written
agreement. The neutral party may not compel a resolution. Proceedings
before the neutral party must be informal, and the rules of evidence will
not apply. With the exception of a written and agreed upon dispute
resolution agreement, the proceeding must be confidential.

B. Grievance Procedure for Unresolved Complaints

If the matter is not resolved within thirty (30) calendar days from the date the
informal dispute resolution process began, the neutral party must again inform
the aggrieving party of his or her right to file a formal grievance. In the event an
aggrieving party files a grievance, the neutral party may not participate in the
formal complaint process. In addition, no communication or proceedings of the
informal dispute resolution process may be referred to or introduced into
evidence at the grievance and arbitration hearing. Any decision by the neutral
party is advisory and is not binding unless both parties agree.

C. Time Limitations

Except for a grievance that alleges fraud or criminal activity, a grievance must be
made no later than one (1) year after the date of the alleged occurrence. If a
hearing is held on a grievance, it must be conducted no later than thirty (30)
calendar days after the filing of such grievance. A decision on any such
grievance must be made no later than sixty (60) calendar days after the filing of the grievance.

D. Arbitration
   1. Arbitrator
      a. Joint selection by parties. If there is an adverse decision against the party who filed the grievance, or sixty (60) calendar days after the filing of a grievance no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and independent of the interested parties.
      b. Appointment by CNCS. If the parties cannot agree on an arbitrator within fifteen (15) calendar days after receiving a request from one of the grievance parties, CNCS' Chief Executive Officer will appoint an arbitrator from a list of qualified arbitrators.

2. Time Limits
   a. Proceedings. An arbitration proceeding must be held no later than forty-five (45) calendar days after the request for arbitration, or, if the arbitrator is appointed by the Chief Executive Officer, the proceeding must occur no later than thirty (30) calendar days after the arbitrator's appointment.
   b. Decision. A decision must be made by the arbitrator no later than thirty (30) calendar days after the date the arbitration proceeding begins.

3. The Cost
   a. The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, a participant, labor organization, or other interested individual prevails under a binding arbitration proceeding, the State or local applicant that is a party to the grievance must pay the total cost of the proceeding and the attorney's fees of the prevailing party.

E. Suspension of Placement
   If a grievance is filed regarding a proposed placement of a participant in a program that receives assistance under this chapter, such placement must not be made unless the placement is consistent with the resolution of the grievance.

F. Remedies
   Remedies for a grievance filed under a procedure established by a recipient of CNCS assistance may include:
   1. Prohibition of a placement of a participant; and
   2. In grievance cases where there is a violation of nonduplication or nondisplacement requirements and the employer of the displaced employee is the recipient of CNCS assistance:
      a. Reinstatement of the employee to the position he or she held prior to the displacement;
      b. Payment of lost wages and benefits;
      c. Re-establishment of other relevant terms, conditions and privileges of employment; and
      d. Any other equitable relief that is necessary to correct any violation of the nonduplication or nondisplacement requirements or to make the displaced employee whole.

G. Suspension or Termination of Assistance
   CNCS may suspend or terminate payments for assistance under this chapter.
H. Effect of Noncompliance with Arbitration
A suit to enforce arbitration awards may be brought in any Federal district court
having jurisdiction over the parties without regard to the amount in controversy or
the parties' citizenship.

XXIX. Compliance with Laws
The parties shall observe and comply with all applicable laws, regulations and
ordinances including, but not limited to: Federal, State, and County laws, regulations and
ordinances.

XXX. Disallowed Costs
A. In the event that CNCS funds are expended, or caused to be expended, that are
not allowable under AmeriCorps regulations, such expenditures may be
disallowed. In cases where SUBCONTRACTOR may have incurred unallowable
expenditures, PCA CA will conduct an investigation and notify
SUBCONTRACTOR of the results of such investigation in writing. If
SUBCONTRACTOR (or its Contractor) is responsible for the unallowable
expenditure without having previously obtained approval from PCA CA,
SUBCONTRACTOR will assume any and all financial liability associated with
any such findings, and promptly provide supporting documentation and
reimbursement for the unallowable expended funds to PCA CA upon receipt of
an invoice.
B. Termination or expiration of this Contract shall not impede PCA CA's right to
recover funds related to disallowed costs from SUBCONTRACTOR (or its
Contractor) on the basis of a later audit or other review.

XXXI. Enforcement
If SUBCONTRACTOR (or its Contractor) materially fails to comply with the terms and
conditions of this Contract and its exhibits, including failure to recruit the contracted
number of AmeriCorps members for enrollment in the program, or retain them, PCA CA
may take one or more of the following actions, as appropriate in the circumstances:
A. Wholly or partly suspend or terminate the current Contract;
B. Reduce the number of contracted member positions in future enrollment periods;
or
C. Impose other remedies that may be legally available.

XXXII. Whistleblower Rights and Remedies
A. SUBCONTRACTOR is required to notify all of its employees in writing of
employee whistleblower rights and protections under 41 U.S.C. § 4712, as
described at: http://www.cnscsoig.gov/contractor-whistleblower-protection-
0#node-1001. As such, SUBCONTRACTOR is required to notify all of its
employees that they may not be discharged, demoted, or otherwise discriminated
against for disclosing information that an employee reasonably believes is
evidence of:
1. Gross mismanagement or waste of a Federal contract or grant;
2. An abuse of authority relating to a Federal contract or grant (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS);
3. A substantial and specific danger to public health or safety; or
4. A violation of law, rule, or regulation related to a Federal contract or grant.

B. **SUBCONTRACTOR** is required to notify all of its employees that an employee may disclose suspected wrongdoing described above to any of the following:
   1. The CNCS Office of Inspector General;
   2. A CNCS employee responsible for contract or grant oversight or management;
   3. A management official or other employee of **SUBCONTRACTOR** who has the responsibility to investigate, discover, or address misconduct; or
   4. An authorized official of the U.S. Department of Justice or other law enforcement agency, a Member of Congress, or a representative of a committee of Congress, or the Government Accountability Office ("GAO").

C. **SUBCONTRACTOR** is required to notify all of its employees in writing that if an employee believes that he or she has been subjected to reprisal for disclosed wrongdoing described in XXXII.A above, the employee may submit a complaint to the CNCS OIG within three (3) years of the date on which the alleged reprisal took place.

D. If **SUBCONTRACTOR** contracts with another organization to either administer or host AmeriCorps members, the contract must incorporate the requirement of this section, and require that such provisions are binding upon the contractor. **SUBCONTRACTOR** shall be responsible for contractor's compliance with these regulations.

E. Neither **SUBCONTRACTOR** (or its Contractor, if applicable) shall require their respective employees to sign or comply with any internal agreements or statements prohibiting or otherwise restricting the lawful reporting of suspected or confirmed compliance issues to any entity authorized to receive such information.

XXXIII. Entire Contract
This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by PCA CA or **SUBCONTRACTOR** other than those contained in this Contract.
EXHIBIT D
MATCH CONTRIBUTION

I. Program and Member Costs
A. During the term of this Contract, PCA CA will incur and pay expenses associated with the program, including costs associated with the AmeriCorps members recruited by SUBCONTRACTOR (or its Contractor) and subsequently enrolled in the program by PCA CA.
B. SUBCONTRACTOR (or its Contractor) will make a cash match contribution, as outlined in Section II. Cash Match Contribution (below), to PCA CA. The cash match contribution will be applied against PCA CA’s expenditures for SUBCONTRACTOR’s AmeriCorps members, and operation of the program.

II. Cash Match Contribution
A. The cash match contribution does not represent fee for service.
B. The cash match contribution cannot be made from another federal grant unless authorized by statute and/or written approval by authorized federal agency department staff and PCA CA, but it may be made from any other source including, but not limited to: local or state funds (excluding any pass through federal funds), foundation grants, fundraising events, contributions from community partners, service organizations, corporations, or individuals.
C. The cash match contribution represents a combination of Program Operating Costs and Direct Member Costs.
   1. Program Operating Cost is the portion of the cash match that includes overall program operation and management, including associated administrative costs.
   2. Direct Member Cost is the portion of the cash match contribution that includes: AmeriCorps member living allowances and associated payroll taxes, including FICA and Workers’ Compensation.
D. By entering into this Contract, SUBCONTRACTOR agrees to pay the cash match contribution for the number of AmeriCorps members shown in the table below:

<table>
<thead>
<tr>
<th># of 900-HR Members:</th>
<th>0</th>
<th># of 1,700-HR Members:</th>
<th>4</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Slot Type</th>
<th>Program Operating Cost</th>
<th>Direct Member Cost</th>
<th>Total Member Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 FT</td>
<td>$9,200.00</td>
<td>$57,600.00</td>
<td>$66,800.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Grand Total</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$66,800.00</td>
</tr>
</tbody>
</table>
### Invoicing

**A.** If **SUBCONTRACTOR** recruits and retains 100% of **SUBCONTRACTOR**’s contracted AmeriCorps member positions, **SUBCONTRACTOR** agrees to pay **PCA CA** the total cash match contribution as listed in the table below:

<table>
<thead>
<tr>
<th>Corresponding Month(s)</th>
<th>Invoice to be Sent</th>
<th>Invoice due to <strong>PCA CA</strong></th>
<th>Amount Due*</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2017</td>
<td>Third Week July 2017</td>
<td>Net 30</td>
<td>$9,200.00</td>
</tr>
<tr>
<td>August 2017</td>
<td>15 - 30 days after August 2017 close</td>
<td>Net 30</td>
<td>$5,236.36</td>
</tr>
<tr>
<td>September 2017</td>
<td>15 - 30 days after September 2017 close</td>
<td>Net 30</td>
<td>$5,236.36</td>
</tr>
<tr>
<td>October 2017</td>
<td>15 - 30 days after October 2017 close</td>
<td>Net 30</td>
<td>$5,236.36</td>
</tr>
<tr>
<td>November 2017</td>
<td>15 - 30 days after November 2017 close</td>
<td>Net 30</td>
<td>$5,236.36</td>
</tr>
<tr>
<td>December 2017</td>
<td>15 - 30 days after December 2017 close</td>
<td>Net 30</td>
<td>$5,236.36</td>
</tr>
<tr>
<td>January 2018</td>
<td>15 - 30 days after January 2018 close</td>
<td>Net 30</td>
<td>$5,236.36</td>
</tr>
<tr>
<td>February 2018</td>
<td>15 - 30 days after February 2018 close</td>
<td>Net 30</td>
<td>$5,236.36</td>
</tr>
<tr>
<td>March 2018</td>
<td>15 - 30 days after March 2018 close</td>
<td>Net 30</td>
<td>$5,236.36</td>
</tr>
<tr>
<td>April 2018</td>
<td>15 - 30 days after April 2018 close</td>
<td>Net 30</td>
<td>$5,236.36</td>
</tr>
<tr>
<td>May 2018</td>
<td>15 - 30 days after May 2018 close</td>
<td>Net 30</td>
<td>$5,236.36</td>
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<td>June 2018</td>
<td>15 - 30 days after June 2018 close</td>
<td>Net 30</td>
<td>$5,236.36</td>
</tr>
</tbody>
</table>

**Total:** $66,800.00

**B.** The first invoice is comprised of the Program Operating Cost as listed in Section II.D. above. Program Operating Cost are based on cost to fully run the AmeriCorps program and are non-refundable. Subsequent invoices shall be based on remaining Direct Member Cost. Direct Member cost are divided into monthly payments.

**C.** Invoices shall be deemed due and payable within the timeframes listed in Section III.A. above. Invoice amounts are based on 100% enrollment and retention of **SUBCONTRACTOR**’s contracted AmeriCorps member positions. The invoicing schedule included above is an estimate based on full participation of enrolled members without healthcare cost. Actual monthly invoicing will reflect actual enrollment.

**D.** A late fee of 3% of the invoiced amount will be charged to **SUBCONTRACTOR** for payments received after the timeframes listed in the table above, unless the delinquency is a direct result of delays in **PCA CA**’s invoicing process. Invoice due date will be indicated on invoice.

**E.** Notwithstanding the above, the invoicing schedule may be adjusted in the following circumstances

1. **SUBCONTRACTOR**’s Failure to Retain AmeriCorps Members.
   a. In situations where one or more of **SUBCONTRACTOR**’s AmeriCorps members resigns, abandons, or is released from their contracted term of service before their contracted service end date, there will be no refund of Program Operating Costs;
however, the Direct Member Cost portion of the cash match contribution will be prorated.

b. **PCA CA** will adjust the next scheduled program year-quarterly invoice following the resignation, abandonment, or release of one or more of **SUBCONTRACTOR**’s AmeriCorps members. If all invoices have already been paid by **SUBCONTRACTOR**, **PCA CA** will make an adjustment at the end of the program year.

c. **SUBCONTRACTOR** should make every effort to refill a vacated AmeriCorps member position by enrolling a new AmeriCorps member.

d. If one or more of **SUBCONTRACTOR**’s AmeriCorps members has completed less than 30% of their contracted hours, and has resigned, abandoned, or been released from their term of service, **SUBCONTRACTOR** may refill the member position. **SUBCONTRACTOR** will pay the Program Operating Cost and all applicable Direct Member Cost for the time that the new AmeriCorps member serves in the refilled member position. Adjustments will be made on the next scheduled program year-quarterly invoice.

2. Member position augmentations or refill member positions that involve full-time AmeriCorps members may require additional cash match and an amendment to this Contract.

F. **AmeriCorps Healthcare.**

1. This Contract is written to include the full cost of healthcare coverage for all of **SUBCONTRACTOR**’s full-time capacity AmeriCorps members (1,700-hour AmeriCorps members and 900-hour AmeriCorps members serving for a period of seven [7] months or less). However, **SUBCONTRACTOR** will be invoiced separately on a program year-monthly basis for each of **SUBCONTRACTOR**’s eligible full-time capacity AmeriCorps members who are eligible for, and elect healthcare coverage through **PCA CA**’s AmeriCorps healthcare plan, The Corps Network.

2. Any of **SUBCONTRACTOR**’s full-time capacity AmeriCorps members who do not have Affordable Care Act-compliant coverage at commencement of service must be enrolled in The Corps Network plan, per the requirements of the plan.

3. Should one or more of **SUBCONTRACTOR**’s initially ineligible AmeriCorps members later become eligible to enroll in The Corps Network plan, they will be added to the monthly billing.

4. If one or more of **SUBCONTRACTOR**’s AmeriCorps members who enrolled in healthcare coverage should extend their term of service, **SUBCONTRACTOR** agrees to pay an additional $209.92 per member, per month of coverage. Changes of this nature may require additional cash match and an amendment to this Contract.

IV. **Special Circumstances**

Any circumstances not outlined in this Exhibit are subject to negotiation between **PCA CA** and **SUBCONTRACTOR**.

V. **Increase in Costs**

A. The maximum amount of this Contract may increase if:
1. **SUBCONTRACTOR** requests a member position augmentation that is approved by **PCA CA**;
2. **SUBCONTRACTOR** elects to refill one or more member positions vacated by **SUBCONTRACTOR**'s AmeriCorps member; or
3. One or more of **SUBCONTRACTOR**'s AmeriCorps members become eligible for, and subsequently enroll in, healthcare.

B. Any increase in the maximum amount of this Contract may require additional cash match, and an amendment to this Contract.

VI. **In-kind Match Contribution**
A. **SUBCONTRACTOR** (or its Contractor) must provide in-kind support in the form of training, supervision, access to equipment and materials, adequate office space necessary to fulfill obligations under the Member Contract, etc., for each of **SUBCONTRACTOR**’s AmeriCorps members. In-kind support also includes Service Site Supervisor time directly supervising the member, donated goods for member activities and member’s project-related transportation and training expenses.

B. Documentation of in-kind contributions shall consist of:
   1. Copies of functional timesheets, daily activity logs, or time studies; and
   2. General Ledger and Payroll Journal reports supporting the amount of in-kind match being submitted.
I. Monitoring and Oversight

A. **PCA CA** will ensure that **SUBCONTRACTOR** collects and organizes performance data on an ongoing basis, tracks progress toward meeting the Performance Measures of the grant, incorporated in this Contract as Attachment E-1, Performance Measures, and corrects performance deficiencies promptly. **PCA CA** is also responsible for managing the day-to-day operations of grant and subgrant supported activities. **PCA CA** will monitor such activities to ensure compliance with applicable Federal requirements and ensure that performance measures are being achieved. In conjunction with requirements of the Corporation for National and Community Service ("CNCS") and CaliforniaVolunteers ("CV"), **PCA CA** develops and provides program administration materials that govern its AmeriCorps programs, such as the Supervisor Program Manual and AmeriCorps Member Handbook. Materials are updated annually, and are distributed to contractors and Service Sites during **PCA CA**'s annual partner conference and/or throughout the year as needed. The materials are also made available to contractors online at: http://capamericorps.weebly.com.

B. As a subgrantee, **SUBCONTRACTOR** must follow and adhere to the various regulations that govern the AmeriCorps program, as well as this Contract. If **SUBCONTRACTOR** places AmeriCorps members at Service Sites, **SUBCONTRACTOR** is responsible for ensuring that Service Sites follow these regulations. Except in instances where the **SUBCONTRACTOR** is the Service Site, **SUBCONTRACTOR** must establish and maintain strong partnerships with Service Sites by clearly defining the roles and responsibilities of the Service Site. **SUBCONTRACTOR** must also provide Service Sites with training regarding the AmeriCorps program including, but not limited to: terminology, requirements, allowable activities, prohibited activities, and progressive discipline. **SUBCONTRACTOR** will provide Service Sites with national service identification and signage for display.

C. **SUBCONTRACTOR** (or its Contractor) must disseminate programmatic information to Service Sites when requested to do so by **PCA CA**.

D. **PCA CA** reserves the right to communicate directly with Service Sites and AmeriCorps members in situations that, in **PCA CA**'s sole discretion, require the immediate sharing of critical programmatic information, regulatory changes, known or suspected compliance issues, or opportunities for program improvement.

E. **PCA CA** will conduct a minimum of one (1) compliance site visit during the term of this Contract. Details of a site visit can be found in the Supervisor Program Manual, incorporated into this Contract by reference as Exhibit G.
II. Recruitment and Eligibility of AmeriCorps Members

A. **SUBCONTRACTOR** (or its Contractor) is required to recruit the number of contracted AmeriCorps members listed in Items 7 and 8, as applicable, of the AmeriCorps Contract for enrollment in the program, and retain them for the duration of their contracted service commitment.

B. **SUBCONTRACTOR** (or its Contractor) shall create a "service listing" in eGrants, CNCS' online recruiting system.

C. **SUBCONTRACTOR** (or its Contractor) agrees to actively seek potential AmeriCorps members from the community in which the program will be conducted. Further, **SUBCONTRACTOR** (or its Contractor) agrees to actively seek to include AmeriCorps members of different:
   1. Races and ethnicities;
   2. Socioeconomic backgrounds;
   3. Educational levels; and

D. Pursuant to 45 CFR XXV §2522.200, and requirements of CV and PCA CA, **SUBCONTRACTOR** must determine whether applicants for AmeriCorps positions are eligible to serve in the PCA CA AmeriCorps program. Details and documentation requirements can be found in the Supervisor Program Manual, Section 3, Recruitment and Beginning Service, incorporated into this contract by reference as Exhibit G.

E. **SUBCONTRACTOR** (or its Contractor) must provide reasonable accommodation, including auxiliary aids and services (as defined in section 3(1) of the American Disabilities Act of 1990 (42 U.S.C. 12102(1)) based on the individualized need of an AmeriCorps member who is a qualified individual with a disability (as defined in section 101(8) of such Act (42 U.S.C. 12111(8))).

F. **SUBCONTRACTOR** (or its Contractor) shall inquire and notify PCA CA if an AmeriCorps applicant is concurrently enrolled in another AmeriCorps program.

G. **SUBCONTRACTOR** (or its Contractor) shall inquire and notify PCA CA if an AmeriCorps applicant has previously served in another AmeriCorps program.

H. Notification of AmeriCorps Applicant Selection:
   1. **SUBCONTRACTOR** (or its Contractor) shall notify PCA CA regarding selection of AmeriCorps applicants by obtaining and submitting the following eligibility verification documents for review and approval to PCA CA by fax or email:
      a. A copy of the document used to verify whether each of **SUBCONTRACTOR**'s AmeriCorps applicants are a U.S. citizen, national, or lawful permanent resident;
      b. A copy of a government-issued photo ID for each AmeriCorps applicant to be used by PCA CA to conduct a National Service Criminal History Check;
      c. A completed Enrollment Notification Form for each AmeriCorps applicant, obtainable at [www.capamericorps.weebly.com](http://www.capamericorps.weebly.com), bearing the AmeriCorps applicant's authorization to conduct a National Service Criminal History Check; and
      d. A copy of the AmeriCorps applicant's completed AmeriCorps Application and two (2) references, submitted either online or via hard copy.

   2. **SUBCONTRACTOR** (or its Contractor) shall not offer an AmeriCorps position to any AmeriCorps applicant until such time that PCA CA has received the items in Section II.H.1. above, and reviewed and approved
all requirements of the applicant's eligibility to serve in the AmeriCorps program

I. **PCA CA** shall verify the eligibility of each of **SUBCONTRACTOR**'s AmeriCorps applicants, and shall conduct a National Service Criminal History Check on each of **SUBCONTRACTOR**'s AmeriCorps applicants, for each term of service.

J. **PCA CA** shall notify **SUBCONTRACTOR** as to whether or not each of **SUBCONTRACTOR**'s AmeriCorps applicants have met the criteria to enroll in the **PCA CA** AmeriCorps program.

K. **SUBCONTRACTOR** (or its Contractor) should make every effort to recruit AmeriCorps applicants to replace/refill any position previously occupied by an AmeriCorps member during the term of this Contract, who:
   1. Resigned or was released from service prior to their anticipated exit date from the program, and who
   2. Completed less than 30% of their contracted service hours, provided that the individual is not eligible for, and does not receive, a prorated Segal AmeriCorps Education Award.

L. Notwithstanding the above, as a fail-safe mechanism, CNCS will suspend refilling member positions if either:
   1. Total AmeriCorps enrollment, nationwide, reaches 97% of awarded member positions; or
   2. The number of refill member positions, nationwide, reaches 5% of awarded member positions.

III. **National Service Criminal History Checks (45 C.F.R. Chapter XXV §2540.204)**

A. All **PCA CA** AmeriCorps applicants, including those AmeriCorps applicants who have recently completed a term of service, must submit to a National Service Criminal History Check prior to being offered an AmeriCorps position. Details can be found in the Supervisor Program Manual, Section 3. Recruitment and Beginning Service, incorporated into this Contract by reference as Exhibit G.

B. An applicant who refuses to undergo the National Service Criminal History Check is deemed unsuitable for the AmeriCorps program.

C. An applicant convicted of murder, as defined in Section 1111 of Title 18, United States Code, is deemed unsuitable for the AmeriCorps program.

D. An AmeriCorps member convicted during their term of service of murder, as defined in Section 1111 of Title 18, United States Code, will be released for cause.

E. An applicant who is registered, or required to be registered on a state sex offender registry is deemed unsuitable for the AmeriCorps program.

F. An applicant who makes a false statement in connection with **PCA CA**'s inquiry concerning the applicant's criminal history is deemed unsuitable for the AmeriCorps program.

G. An applicant's disclosure of criminal history, whether substantiated by statewide criminal history repository or FBI information or not, may preclude the individual from being offered an AmeriCorps position.

H. Out-of-State AmeriCorps Applicants:
   1. **SUBCONTRACTOR** must notify **PCA CA** immediately if **SUBCONTRACTOR** (or its Contractor) has selected an out-of-state AmeriCorps applicant.
   2. Upon receipt of notification from **SUBCONTRACTOR**, **PCA CA** will initiate the National Service Criminal History Check with the State Repository of the AmeriCorps applicant's state of residency.
I. Monitoring and Notification:
   1. **PCA CA** shall monitor the California Department of Justice secure mail server system each business day, until clearance information for **SUBCONTRACTOR**’s AmeriCorps applicants who reside in California at the time of application has been received.
   2. **PCA CA** shall track requests for criminal history information from CNCS-designated Statewide Criminal History Repositories or alternatives until definitive clearance information has been obtained for out-of-state Americorps applicants.
   3. **PCA CA** will notify **SUBCONTRACTOR**, or its designee, whether AmeriCorps applicants have or have not met the criteria to proceed with enrollment in the program within two (2) business days of **PCA CA**’s knowledge that results have been received via the California Department of Justice secure website, the National Sex Offender Public Website, and the State Repository of the AmeriCorps applicant’s state of residency (if other than the state of California).

J. Fees:
   1. **PCA CA** shall pay for the cost of the National Service Criminal History Check, excluding rolling fees, which shall be paid by **SUBCONTRACTOR**.
   2. **SUBCONTRACTOR** shall pay for, or reimburse each of its AmeriCorps applicants for any rolling fees incurred in relation to the National Service Criminal History Check.

K. Subsequent Arrest Notification:
   1. **PCA CA** contracts with CA DOJ to receive Subsequent Arrest Notification for AmeriCorps members who are actively serving in its AmeriCorps programs. In the event that **PCA CA** receives such a notification regarding one of **SUBCONTRACTOR**’s AmeriCorps members, **PCA CA** will notify **SUBCONTRACTOR** (and its contractor, if applicable) within two (2) business days of its knowledge that results have been received via the CA DOJ secure website.
   2. Upon notification of an arrest, charge or detainment, **SUBCONTRACTOR** (or its Contractor) must suspend the AmeriCorps member pending the outcome of any investigation conducted by **PCA CA**.
   3. Upon conviction of a crime, either **PCA CA** or **SUBCONTRACTOR** may elect to terminate the AmeriCorps member; however, no AmeriCorps member’s service will be terminated without approval from **PCA CA**.

IV. Enrollment of AmeriCorps Members
   A. **SUBCONTRACTOR** (or its Contractor) shall enroll the number of AmeriCorps members listed in items 7 and 8, as applicable, of the AmeriCorps Contract by the dates listed in items 9 and 10, as applicable, of the AmeriCorps Contract.
   B. **PCA CA** will facilitate the invitation process of **SUBCONTRACTOR**’s AmeriCorps members within the web-based My AmeriCorps system.
   C. **SUBCONTRACTOR** (or its Contractor) shall ensure that each AmeriCorps member completes their portion of the online enrollment process during AmeriCorps enrollment, AmeriCorps orientation, or within 5 calendar days of commencement of service.
   D. Member Contracts:
      1. **PCA CA** will provide **SUBCONTRACTOR** with a Member Contract for each selected AmeriCorps applicant. **SUBCONTRACTOR** must then
ensure that the Member Contract is signed by each of
SUBCONTRACTOR's AmeriCorps applicants before commencement of
service so that applicants are fully aware of their rights and
responsibilities.

2. PCA CA will not generate a Member Contract until all requirements of the
AmeriCorps applicant's eligibility to serve in the program have been
reviewed and approved by PCA CA.

E. Unless enrollment is conducted by PCA CA staff, SUBCONTRACTOR (or its
Contractor) will submit a copy of the entire Member File to PCA CA by fax or
e-mail on or before the commencement of each of SUBCONTRACTOR's
AmeriCorps members' term of service.

F. PCA CA will provide SUBCONTRACTOR with Member Handbooks. Upon
commencement of service, SUBCONTRACTOR (or its Contractor) must provide
each AmeriCorps member with the 2017/18 Program Year AmeriCorps Member
Handbook.

G. PCA CA shall complete the AmeriCorps member enrollment in My AmeriCorps
within thirty (30) calendar days of the commencement of each AmeriCorps
member's term of service.

V. AmeriCorps Member Orientation

A. PCA CA will conduct an AmeriCorps orientation within the first thirty (30)
calendar days of commencement of each of SUBCONTRACTOR's AmeriCorps
members' term of service. SUBCONTRACTOR will ensure that each of its
AmeriCorps members attend the orientation. PCA CA will maintain
documentation regarding AmeriCorps member orientation attendance.

B. SUBCONTRACTOR shall conduct an orientation for its AmeriCorps members
within ten (10) business days of the commencement of each of
SUBCONTRACTOR's AmeriCorps members' term of service.

SUBCONTRACTOR must utilize a sign-in sheet and orientation checklist to
document AmeriCorps member attendance, and must submit the sign-in sheet
and orientation checklist to PCA CA within five (5) business days of the
orientation. At a minimum, SUBCONTRACTOR's orientation must include the
topics listed in the Supervisor Program Manual, Section 3, Recruitment and
Beginning Service, incorporated into this Contract by reference as Exhibit G.

C. Except in instances where SUBCONTRACTOR is also the Service Site,
SUBCONTRACTOR shall ensure that its Service Sites conduct an orientation
within thirty (30) business days of the commencement of each of
CONTRACTOR's AmeriCorps members' term of service. The Service Site must
utilize a sign-in sheet and orientation checklist to document AmeriCorps member
attendance, and must submit the sign-in sheet and orientation checklist to
SUBCONTRACTOR, who in turn must submit the sign-in sheet and orientation
checklist to PCA CA within five (5) business days of the orientation. At a
minimum, the Service Site orientation must include the topics listed in the
Supervisor Program Manual, Section 3, Recruitment and Beginning Service,
incorporated into this Contract by reference as Exhibit G.

D. If SUBCONTRACTOR is the Service Site, the topics listed for Lead Agencies
and Service Sites must be included in SUBCONTRACTOR's AmeriCorps
orientation.
VI. Member Files
A. The Member File will be the repository of all AmeriCorps member documentation, created during the term of service.
B. **PCA CA** will create Member Files, which will be completed by each of **SUBCONTRACTOR**’s AmeriCorps members on or before the commencement of their term of service.
C. Unless the Member File is completed during the **PCA CA** AmeriCorps orientation, **SUBCONTRACTOR** (or its Contractor) will send, or cause to be sent, the original Member File to **PCA CA** within ten (10) calendar days of each AmeriCorps member’s commencement of service. **SUBCONTRACTOR** will maintain a copy of the Member File including copies of all documentation subsequent to each AmeriCorps member’s enrollment, and will continue to send, or cause to be sent, all original subsequent documentation to **PCA CA**.

VII. Change of Term
A. Circumstances may arise that necessitate changing the term of one of **SUBCONTRACTOR**’s enrolled AmeriCorps members:
   1. 900-hour to 1,700-hour. Changing less than full-time members to full-time is discouraged because it is very difficult to manage, unless done very early in an AmeriCorps member’s term of service; however, such changes may be approved if:
      a. **SUBCONTRACTOR** has sufficient allowable match funding to cover the difference in cost; and
      b. The overall program budget, as prepared and submitted by **PCA CA**, and approved by CV and/or CNCS, can accommodate the change.
B. A change of term may impact an AmeriCorps member’s eligibility for health care and child care benefits.

VIII. iEmployee and Timekeeping Policies
A. **PCA CA** utilizes iEmployee, an online timekeeping system, to facilitate AmeriCorps member timesheets. **PCA CA** will grant iEmployee access to each of **SUBCONTRACTOR**’s enrolled AmeriCorps members, as well as **SUBCONTRACTOR**’s (or its Contractor’s) designated staff who are responsible for supervision or coordination of **SUBCONTRACTOR**’s AmeriCorps members.
B. **SUBCONTRACTOR** (or its Contractor) must monitor and ensure that each of **SUBCONTRACTOR**’s AmeriCorps members:
   1. Is serving the average weekly number of hours stated in each of **SUBCONTRACTOR**’s AmeriCorps members’ Member Contract;
   2. Has sufficient opportunity to complete the required number of hours to qualify for a post-service Segal AmeriCorps Education Award;
   3. Is following the practice of “after the fact” timekeeping; and
   4. Has not recorded any hours “served from home.” In order to claim AmeriCorps hours, AmeriCorps members must be engaged in approved CAP Center AmeriCorps program-related activities or responsibilities in a supervised setting. Any unauthorized hours or hours served from home will be disallowed.
C. **SUBCONTRACTOR** (or its Contractor) shall ensure that **SUBCONTRACTOR**’s AmeriCorps members are provided with a 15-minute break from service activities when the service period is four (4) hours or more.
D. **SUBCONTRACTOR** (or its Contractor) shall provide **SUBCONTRACTOR**’s AmeriCorps members with a meal period of between thirty (30) and sixty (60) minutes, when **SUBCONTRACTOR**’s AmeriCorps members serve over five (5) hours, during which time **SUBCONTRACTOR**’s AmeriCorps members must be relieved of their service duties.

E. Notwithstanding the above, if a period of no more than six (6) hours will complete **SUBCONTRACTOR**’s AmeriCorps member’s day, and the meal period has been waived by both **SUBCONTRACTOR**’s AmeriCorps member and the Service Site Supervisor at the beginning of **SUBCONTRACTOR**’s AmeriCorps member’s shift, then **SUBCONTRACTOR**’s AmeriCorps member does not need to take a meal period.

F. **SUBCONTRACTOR** (or its Contractor) must review and approve **SUBCONTRACTOR**’s AmeriCorps members’ timesheets in Employee by the dates listed in the Living Allowance Schedule, incorporated into this Contract as Attachment E-2. Failure to adhere to these deadlines may result in late living allowance payments to **SUBCONTRACTOR**’s AmeriCorps members.

G. AmeriCorps members do not receive:
   1. Vacation pay;
   2. Overtime pay;
   3. Sick pay; or
   4. Any other paid time off.

IX. **AmeriCorps Member Benefits**
**SUBCONTRACTOR**’s AmeriCorps members may be eligible for one or more of the benefits listed below. **PCA CA** will either directly administer the benefit, or provide information to the applicable benefit administrator on behalf of each of **SUBCONTRACTOR**’s AmeriCorps members. **SUBCONTRACTOR**’s AmeriCorps members may not receive one or more of the benefits below during a period of suspension or a leave of absence.

A. Post-service Segal AmeriCorps Education Award:
   1. **PCA CA** shall verify whether each of **SUBCONTRACTOR**’s AmeriCorps members have successfully completed their term of service, including whether or not they served the required number of hours as listed in their Member Contract to earn a Segal AmeriCorps Education Award.
   2. **PCA CA** shall record in the CNCS online database, eGrants, whether each of **SUBCONTRACTOR**’s AmeriCorps members:
      a. Earned a full Segal AmeriCorps Education Award;
      b. Earned a partial Segal AmeriCorps Education Award; or
      c. Earned no portion of a Segal AmeriCorps Education Award.
   3. Segal AmeriCorps Education Awards are released by the National Service Trust.
   4. The maximum amount of the Segal AmeriCorps Education Award that may be earned in the 2017/18 program year is:

   - 1,700-hour Segal AmeriCorps Education Award $5,815.00
   - 900-hour Segal AmeriCorps Education Award $2,907.50

5. Notwithstanding the above, **SUBCONTRACTOR**’s AmeriCorps members may receive less than the maximum amount of the Segal AmeriCorps Education Award, based on their actual exit date and associated circumstances, and value of previously earned awards, if any.
B. Living Allowance:

1. **PCA CA** will pay a living allowance to each of **SUBCONTRACTOR’s**
   AmeriCorps members, as determined by **SUBCONTRACTOR** within the
   tier structure established by **PCA CA**.

2. The living allowance:
   a. Is not a wage;
   b. Is not paid on an hourly basis;
   c. Does not fluctuate based on the number of hours served;
   d. Is issued in equal, incremental payments; and
   e. Will cease as each of **SUBCONTRACTOR’s** AmeriCorps
      members completes, or is released from, their term of
      service.

3. Living allowance payments will be issued to each of
   **SUBCONTRACTOR’s** AmeriCorps members upon receipt of an
   electronically submitted timesheet, certified by the AmeriCorps member
   and approved by the AmeriCorps member’s Service Site Supervisor via
   the iEmployee timekeeping system.

4. Living allowance payments will be made according to the dates listed on
   Attachment E-2, Living Allowance Schedule.

5. **Minimum Hours for Living Allowance.** To receive the full incremental
   payment for a given time period, each of **SUBCONTRACTOR’s**
   AmeriCorps members must serve the following number of hours:
   a. 1,700-hour AmeriCorps members must serve at least sixteen (16)
      hours in the period; and
   b. 900-hour AmeriCorps members must serve at least eight (8) hours
      in the period.

6. **Zero Hours Policy.** If one or more of **SUBCONTRACTOR’s** AmeriCorps
   members does not serve any hours in a given pay period, those members
   will not receive the living allowance for that period.

7. Living allowance incremental payments may be reduced in the following
   circumstances:
<table>
<thead>
<tr>
<th>Action</th>
<th>Pay Period</th>
<th>Cut-off Date</th>
<th>Enrollment BEFORE Cut-off Date</th>
<th>Enrollment ON or AFTER Cut-off Date</th>
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<tr>
<td>Enrollment</td>
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<td>Full incremental payment</td>
<td>Prorated incremental payment</td>
</tr>
<tr>
<td></td>
<td>16th — end of month</td>
<td>22nd day of month</td>
<td>Full incremental payment</td>
<td>Prorated incremental payment</td>
</tr>
<tr>
<td>Action</td>
<td>Pay Period</td>
<td>Cut-off Date</td>
<td>Exit ON or BEFORE Cut-off Date</td>
<td>Exit AFTER Cut-off Date</td>
</tr>
<tr>
<td>--------</td>
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<td>---------------------------</td>
</tr>
<tr>
<td>Exit</td>
<td>1st — 15th</td>
<td>8th day of month</td>
<td>Prorated incremental payment</td>
<td>Full incremental payment</td>
</tr>
<tr>
<td></td>
<td>16th — end of month</td>
<td>22nd day of month</td>
<td>Prorated incremental payment</td>
<td>Full incremental payment</td>
</tr>
</tbody>
</table>

8. The formula used to calculate the prorated living allowance amounts in the circumstances above is as follows:

\[
\text{Incremental payment} \times \text{number of days of service performed}
\]

\[
\text{Number of days in the pay period}
\]

9. **PCA CA** will provide payroll services for **SUBCONTRACTOR's** AmeriCorps members. Payroll services include:
   a. Issuance of living allowance incremental payments;
   b. Withholding and reporting of associated taxes;
   c. Processing of IRS Form W-2; and
   d. Processing of Workers' Compensation claims for **SUBCONTRACTOR's** AmeriCorps members who sustain service-related injuries during the term of this Contract.

C. Child Care:
1. Per 45 CFR XXV, §2522.250, a child care subsidy is made available to AmeriCorps members who meet child care eligibility requirements and certify that they need the benefit in order to serve in the program.
2. CNCS contracts with a third-party company to administer the child care subsidy. **PCA CA** assumes no responsibility for acts of the administrator including, but not limited to, the following:
   a. Denials of applications;
   b. Delays in processing of applications; or
   c. Delays in payments made to child care providers.
3. Unless enrollment is conducted by **PCA CA, SUBCONTRACTOR** (or its Contractor) will assist its AmeriCorps members in determining eligibility and provide opportunity to elect or decline the child care benefit.
4. Unless enrollment is conducted by **PCA CA, SUBCONTRACTOR** (or its Contractor) will provide eligible AmeriCorps members with enrollment...
materials and benefits information and ensure that **PCA CA** receives the AmeriCorps member’s child care enrollment information and application within thirty (30) calendar days of their eligibility date, be it the commencement of the term of service, or a date after the commencement of the term of service. **SUBCONTRACTOR** must notify **PCA CA** of any changes to an AmeriCorps member’s child care eligibility status (suspension, termination, changes in household status, income, etc.) within two (2) business days following such change.

5. **PCA CA** shall process AmeriCorps member enrollment and/or termination information with CNCS’ contracted child care administrator.

6. **SUBCONTRACTOR** (or its Contractor) must notify **PCA CA** within four (4) business days after any of **CONTRACTOR**’s AmeriCorps member’s status changes in a manner that affects the AmeriCorps member’s eligibility for child care. Failure to notify **PCA CA** within this timeframe may result in disallowed costs (see Exhibit C. Section XXX, Disallowed Costs).

D. **Healthcare:**

1. Pursuant to the CNCS Terms and Conditions, Section VIII.D., **PCA CA** provides, or makes available, health insurance to those of **SUBCONTRACTOR**’s AmeriCorps members serving in a full-time capacity (1,700-hours or 900-hours in seven [7] months or less) who:
   a. Are not otherwise covered by a healthcare policy at the time the member begins his/her terms of service;
   b. Lose their coverage during their term of service as a result of service; or
   c. Lose coverage during their term of service through no deliberate act of their own.

2. Unless enrollment is conducted by **PCA CA**,** SUBCONTRACTOR** (or its Contractor) will assist its AmeriCorps members in determining eligibility and provide the opportunity to elect or decline the healthcare benefit.

3. Unless enrollment is conducted by **PCA CA**, **SUBCONTRACTOR** (or its Contractor) will provide eligible AmeriCorps members with enrollment materials and benefits information, as provided by **PCA CA**. **SUBCONTRACTOR** must notify **PCA CA** of any changes to an AmeriCorps member’s healthcare eligibility status (enrollment, suspension, termination) within two (2) business days following such change.

4. **PCA CA** shall process AmeriCorps member enrollment and/or termination information with its AmeriCorps healthcare provider.

X. **Initial Performance Assessment of AmeriCorps Member**

A. **An Initial Performance Assessment of the skill level of each of** **SUBCONTRACTOR**’s AmeriCorps members must be conducted within the first forty-five (45) business days of each of **SUBCONTRACTOR**’s AmeriCorps member’s commencement of service.

B. **SUBCONTRACTOR** (or its Contractor) must use the Initial Performance Assessment template available at: [http://www.capamericorps.weebly.com](http://www.capamericorps.weebly.com).

C. **SUBCONTRACTOR** must submit the Initial Performance Assessment to **PCA CA** within ten (10) calendar days of completion.
XI. Supervision and Support of AmeriCorps Members
A. **SUBCONTRACTOR** (or its Contractor) must provide its AmeriCorps members with adequate supervision by qualified supervisors.
B. At a minimum, each of **SUBCONTRACTOR**'s AmeriCorps members must receive a minimum of one (1) hour of supervision each week during their term of service, unless an absence of either or both of **SUBCONTRACTOR**'s AmeriCorps member(s) and the respective Service Site Supervisor from the Service Site prevents such supervision.

XII. Training and Member Development
A. **PCA CA** will develop and deliver mandated core training curricula and provide training to **SUBCONTRACTOR**'s AmeriCorps members. AmeriCorps member attendance is required.
B. Notwithstanding the above, **PCA CA** develops and provides Leader's Guides for **SUBCONTRACTOR** (or its Contractor) to use in facilitating other AmeriCorps member mandated trainings. **SUBCONTRACTOR**-facilitated training topics include the following:
   1. Active Citizens; and
   2. Life after AmeriCorps.
C. **SUBCONTRACTOR** shall ensure that its AmeriCorps members spend an aggregate total of no more than 20% of their allocated member hours in training and member development.

XIII. Data Collection and Reporting
A. **PCA CA** is responsible for collecting data in connection with the Performance Measures set forth in and incorporated into this Contract as Attachment E-1.
B. **SUBCONTRACTOR** (or its Contractor) must ensure that data collected by **SUBCONTRACTOR**'s AmeriCorps members is submitted to **PCA CA** by the tenth (10th) business day following the month in which the data was collected, or alternative timeframe based on **PCA CA** reporting requirements, whichever is sooner.
C. **PCA CA** will aggregate the data submissions from contractors participating in the AmeriCorps program, and will subsequently incorporate said data into reports for the funders, CNCS and/or CV.
D. **SUBCONTRACTOR** is required to maintain the original documentation for any and all program data and provide access to **PCA CA** upon request for a minimum of seven (7) years following termination or expiration of this Contract.

XIV. AmeriCorps Member Performance Evaluations
Pursuant to 45 CFR XXV §2522.220(c), **SUBCONTRACTOR** is responsible for conducting a Mid-term and an End-of-term Performance Evaluation on each of **SUBCONTRACTOR**'s AmeriCorps members.
A. Mid-term Performance Evaluation.
   1. **SUBCONTRACTOR** must submit each AmeriCorps member's Mid-term Performance Evaluation to **PCA CA** within five (5) calendar days of completion.
   2. A Mid-term Performance Evaluation is not required for an AmeriCorps member whose term of service ends prior to the mid-point of their contracted service period.
   3. A Mid-term Performance Evaluation will not substitute for an End-of-term Performance Evaluation.
B. End-of-term Performance Evaluation.
   1. An End-of-term Performance Evaluation is required for each of
      SUBCONTRACTOR's AmeriCorps members, regardless of when their
      term of service is completed, or whether the AmeriCorps member has:
      a. Successfully completed the required number of hours making the
         AmeriCorps member eligible for a Segal AmeriCorps Education
         Award;
      b. Been released from service for compelling personal
         circumstances, making them eligible for a prorated Segal
         AmeriCorps Education Award; or
      c. Been released from service for cause, making them ineligible to
         receive a Segal AmeriCorps Education Award.
   2. SUBCONTRACTOR (or its Contractor) shall determine whether each of
      its AmeriCorps members' service was satisfactory, which will assess
      whether each member:
      a. Has satisfactorily completed assignments, tasks, or projects, or,
         for those members released from service early, whether the
         member made a satisfactory effort to complete those
         assignments, tasks, or projects that the member could reasonably
         have addressed in the time the member served; and
      b. Has met any other criteria which had been clearly communicated
         both orally and in writing at the beginning of the term of service.

C. SUBCONTRACTOR (or its Contractor) must submit the End-of-term
   Performance Evaluation to PCA CA within five (5) calendar days of completion.

D. PCA CA shall review and certify the number of service hours completed by each
   of SUBCONTRACTOR's AmeriCorps members.

E. Sections B. and D. of this provision, in combination, shall be used to determine
   whether each of SUBCONTRACTOR's AmeriCorps members have successfully
   completed their term of service.

F. Per 45 CFR XXV § 2522.220(b), an AmeriCorps member will only be eligible to
   serve a subsequent term of service if they have received a satisfactory
   performance evaluation for any previous term of service.

G. Mid-term and End-of-Term Performance Evaluations must be completed using

XV. AmeriCorps Member Exit
   A. PCA CA will initiate the exit process in My AmeriCorps for each of
      SUBCONTRACTOR's AmeriCorps members who successfully completes their
      term of service. SUBCONTRACTOR (or its Contractor) must ensure that these
      AmeriCorps members complete their exit forms online in the My AmeriCorps
      Member Portal.
   B. If an AmeriCorps member does not successfully complete their term of service,
      SUBCONTRACTOR will notify PCA CA immediately upon
      SUBCONTRACTOR's knowledge of the member ending service. PCA CA will
      then initiate the exit process in My AmeriCorps within two (2) business days of receipt
      of notification from SUBCONTRACTOR.
   C. SUBCONTRACTOR (or its Contractor) must approve all pending timesheets for
      SUBCONTRACTOR's AmeriCorps members in iEmployee, and will submit the
      following AmeriCorps member exit information to PCA CA for inclusion in the
      Member File within five (5) business days of each AmeriCorps member's last day
      of service:
1. National Service Trust Exit Form;
2. End-of-Term Performance Evaluation;
3. Healthcare Termination Form (if applicable);
4. AmeriCorps Member Satisfaction Survey.

D. Notwithstanding the above, in the case of service abandonment,
SUBCONTRACTOR will submit the following documentation to PCA CA for
inclusion in the Member File within five (5) business days of the AmeriCorps
member's formal abandonment of service:
1. National Service Trust Exit Form, marked to indicate the member did not
   successfully complete their term of service, and that the member was not
   available for signature; and
2. An End-of-Term Performance Evaluation, marked to indicate that
   SUBCONTRACTOR's AmeriCorps member was not available for
   signature.

E. PCA CA will review the submitted exit documentation, and complete the
   AmeriCorps member exit in My AmeriCorps within thirty (30) calendar days of the
   AmeriCorps member ending service.

XVI. Special Events
A. SUBCONTRACTOR (or its Contractor) must ensure that its AmeriCorps
   members participate in the following events:
   1. Make a Difference Day.
   2. Martin Luther King Day of Service.
   4. Member Graduation Ceremony.
B. SUBCONTRACTOR (or its Contractor) is strongly encouraged to facilitate
   attendance of its AmeriCorps members in the following National Days of Service:
   1. September 11th Day of Service.
   2. Service Nation Day of Action.

XVII. Affiliation with the AmeriCorps National Service Program
A. AmeriCorps is a registered service mark of CNCS. CNCS provides a camera-
   ready logo, available online at:
   http://www.nationalservice.gov/newsroom/marketing.logos.
B. SUBCONTRACTOR's website shall clearly state that SUBCONTRACTOR is an
   AmeriCorps grantee and shall prominently display the AmeriCorps logo.
   SUBCONTRACTOR (and its contractor, if applicable) shall use the AmeriCorps
   name and logo on service gear and public materials such as stationery,
   application forms, recruitment brochures, online position postings or other
   recruitment materials, orientation materials, member curriculum materials, signs,
   banners, websites, social media, press releases, and publications related to
   SUBCONTRACTOR's AmeriCorps program in accordance with CNCS
   requirements.
C. SUBCONTRACTOR (or its Contractor) will ensure that each of its AmeriCorps
   members wear the AmeriCorps logo or service uniform/gear and be clearly
   identified as AmeriCorps members at all times while accruing hours for serving or
   participating in member development.
D. **PCA CA** will provide **SUBCONTRACTOR** (or its Contractor) with the following member gear, upon enrollment of each AmeriCorps member in My AmeriCorps:
   1. One (1) t-shirt;
   2. Two (2) polo shirts; and
   3. One (1) lanyard, bearing the AmeriCorps logo.

E. Additional member gear may be purchased at **SUBCONTRACTOR**’s expense.

XVIII. **eGrants/My AmeriCorps Web Based Reporting**

A. **SUBCONTRACTOR** will provide **PCA CA** with a list of eGrants/My AmeriCorps users. Any additions or deletions must be communicated in writing to **PCA CA**.

B. **PCA CA** will assign user roles and approve **SUBCONTRACTOR**’s access to the eGrants/My AmeriCorps system.
ATTACHMENT E-1
2017/2018 PERFORMANCE MEASURES

The following information represents the Performance Measures that were submitted and approved by California Volunteers and CNCS as part of the 2015/18 First 5 Service Corps proposal. As such, they reflect the statewide aggregate outputs and outcomes for the program. SUBCONTRACTOR is responsible for meeting its specific outputs and outcomes, a subset of the aggregate values. The SUBCONTRACTOR Performance Measure targets are dependent upon the full enrollment of the number of AmeriCorps member positions included in this Contract. SUB CONTRACTOR shall vigorously pursue 100% retention of AmeriCorps members.

PRIMARY PERFORMANCE MEASURE TITLE: SCHOOL READINESS

NEED
Research indicates a child’s early development of social, emotional, literacy, and numeracy skills are critical for school success. Economically disadvantaged children and/or children with exceptional needs, such as English language learners are most at-risk for academic failure as they lack access to quality early childhood education programs with linguistically appropriate instruction. Many low-income or non-English speaking parents lack the knowledge/resources needed to play a critical role in their child’s school success.

EXPECTED RESULTS
Output (the amount of service provided, people served, products created, or programs developed through planned intervention):
Children and parents receive school readiness activities and services.

Outcome (the changes or benefits that occur as a result of the intervention):
Children meet age-appropriate developmental school readiness milestones.

AMERICORPS MEMBER ACTIVITIES DESIGNED TO ACHIEVE EXPECTED RESULTS
AmeriCorps members provide 25 economically disadvantaged children 35 hours of one-on-one GOLD Assessment school activities in social emotional, literacy, and numeracy. Members administer GOLD Assessment and develop an individualized Early Education Plan and deliver social emotional, literacy, and numeracy skills activities in classroom, small group, and one-on-one settings. Members provide parents of economically disadvantaged children 5 hours of workshops teaching the importance of and techniques for book sharing with children at home to develop family literacy routines. Members provide culturally and linguistically appropriate books and a DVD so parents read to their child for 20 minutes 3 times per week for 8 weeks, applying what they have learned.

MEASUREMENT TOOLS
OUTPUT - Student Daily Contact Log to collect data on number of children who start and complete participation in an AmeriCorps Early Childhood Education Program, the number of hours that children receive skill-building services in social emotional, literacy, and/or numeracy. Members submit data in the online database monthly, Project Manager monitors quarterly. Completed by AmeriCorps members daily

OUTCOME - Teaching Strategies GOLD Assessment to collect data on the number of children that demonstrate social emotional, literacy, and/or numeracy skills. Members submit data in the online database monthly, Project manager monitors quarterly. Completed by AmeriCorps members within the first 5 hours of service delivery, at 35 hours of service delivery, and at the end of the program year (year-long programs).
OUTCOME - Raising a Reader Parent Survey to collect data on the number of parents that demonstrate improvement in family literacy behaviors including sharing books with their children more frequently, visiting the library, establishing a family routine for reading books to their child 60 minutes/week for 8 weeks. Members submit data in the online database monthly, Project manager monitors quarterly. Completed by AmeriCorps members at the onset of service delivery, and at the end of the service delivery.

<table>
<thead>
<tr>
<th>PRIMARY PERFORMANCE MEASURE TARGETS</th>
<th>OUTPUT TARGETS</th>
<th>PROGRAM OUTPUT TARGETS</th>
<th>SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td># Economically disadvantaged children or children with exceptional needs that will start in a CNCS-supported early childhood education program.</td>
<td>2,250</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td># Economically disadvantaged children or children with exceptional needs that will complete participation in a CNCS-supported early childhood education program.</td>
<td>1,920</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td># Parents of economically disadvantaged children that will begin 5 hours of family literacy training on book sharing with their child.</td>
<td>800</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td># Parents of economically disadvantaged children that will complete 5 hours of family literacy training on book sharing with their child.</td>
<td>480</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OUTCOME TARGETS</th>
<th>PROGRAM OUTCOME TARGETS</th>
<th>SUBCONTRACTOR-SPECIFIC OUTCOME TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Of the 2250 high need children receiving at least 35 hours of social emotional, literacy, and numeracy skills, 1855 will meet age appropriate school readiness milestones in one or more areas they had not initially met.</td>
<td>1,855</td>
<td>56</td>
</tr>
<tr>
<td># Children will demonstrate gains in school readiness in terms of social and/or emotional development.</td>
<td>1,145</td>
<td>56</td>
</tr>
<tr>
<td># Children will demonstrate gains in school readiness in terms of literacy skills.</td>
<td>1,245</td>
<td>56</td>
</tr>
<tr>
<td># Children will demonstrate gains in school readiness in terms of numeracy (math) skills.</td>
<td>1,000</td>
<td>56</td>
</tr>
<tr>
<td>Of 480 parents of economically disadvantaged children who complete 5 hours of family literacy training on book sharing with their child, 336 will demonstrate improved family literacy behaviors.</td>
<td>336</td>
<td>0</td>
</tr>
</tbody>
</table>
PERFORMANCE MEASURE TITLE: VOLUNTEER RECRUITMENT

NEED
Required

EXPECTED RESULTS
Engage Community Volunteers in Service

MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS
Target population is all community members with a particular focus on Parents of the beneficiary children.

Members will recruit volunteers to serve in both ongoing and one-time community project opportunities. Parents of the program beneficiaries make up a significant part of the volunteer pool that members engage. Parents are encouraged by the member during instructional sessions to contribute to School Readiness activities, including education-focused fairs, family game/movie nights, providing classroom support, and helping increase Service Site capacity. Additionally, members conduct community outreach in order to identify and recruit volunteers from outside of the program. Outreach includes dissemination of recruitment materials (i.e. flyers or electronic postings) to community organizations, delivering presentations to local high school and college classrooms, and working with established volunteer centers to recruit volunteers. Volunteer activities will include: community, cultural, health, and education-focused events and fairs; family bonding nights (such as games or movies); Community Service Projects/National Service Days, and support with school readiness activities.

MEASUREMENT TOOLS
Volunteer Log to collect data on # of volunteers recruited for ongoing activities.
Volunteer Log to collect data on # of volunteers recruited for one-time activities.
Volunteer Log to collect data on # of volunteer hours for ongoing activities.
Volunteer Log to collect data on # of volunteer hours for one-time activities.

PERFORMANCE MEASURE TARGETS

<table>
<thead>
<tr>
<th>OUTPUT TARGETS</th>
<th>PROGRAM OUTPUT TARGETS</th>
<th>SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td># Volunteers recruited for ongoing activities.</td>
<td>220</td>
<td>4</td>
</tr>
<tr>
<td># Volunteers recruited for one-time activities.</td>
<td>440</td>
<td>16</td>
</tr>
<tr>
<td># Volunteer hours for ongoing activities.</td>
<td>1,320</td>
<td>52</td>
</tr>
<tr>
<td># Volunteer hours for one-time activities.</td>
<td>880</td>
<td>36</td>
</tr>
</tbody>
</table>
**PERFORMANCE MEASURE TITLE: MEMBER DEVELOPMENT**

**NEED**
Members deserve to be appropriately trained to perform the services assigned, to increase both professional skills and community development skills, and to enhance their esprit de corps experience.

**EXPECTED RESULT**
Output (the amount of service provided, people served, products created, or programs developed through planned intervention):
Members receive the training to provide quality service to the community and to the children that they serve.

Outcome (the changes or benefits that occur as a result of the intervention):
Members increase knowledge & skills, gain insight into the community, and experience the power of national service.

**MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS**
PCA CA and Service Site Orientation 80 or more hours; Connection to National Service, Member Contract review and Prohibited Activities Training; Community Engagement; Child Development; Assessment Training; Mandated Child Abuse Reporting; Site-specific Technical Training.

Ongoing Hours, including site specific (related to member position) trainings: supervision/coaching; & PCA CA webinars.

National Service Days: Make a Difference Day, Martin Luther King, Jr. Day, Cesar Chavez Day, and AmeriCorps Week.

Other trainings delivered throughout the year include: Social-Emotional and Cognitive Development; Family Literacy Fundamentals; GOLD Curriculum & Activity Development Training; Leadership; Active Citizens; Life after AmeriCorps; Cultural Awareness; Conflict Resolution.

**MEASUREMENT TOOLS**
Training Log and electronic timesheets to collect data on # of members and # of training hours.

Member Performance Evaluation to collect data on member skill increases. Administered by Member Supervisor 3x per year

**PERFORMANCE MEASURE TARGETS**

<table>
<thead>
<tr>
<th>OUTPUT TARGETS</th>
<th>PROGRAM OUTPUT TARGETS</th>
<th>SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td># Members that will complete Core Training</td>
<td>115</td>
<td>4</td>
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</table>

<table>
<thead>
<tr>
<th>OUTCOME TARGETS</th>
<th>PROGRAM OUTCOME TARGETS</th>
<th>SUBCONTRACTOR-SPECIFIC OUTCOME TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td># Members that will increase knowledge and skills by 10%</td>
<td>70%</td>
<td>3 members</td>
</tr>
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</table>
## EXHIBIT B
### 2017/18 LIVING ALLOWANCE SCHEDULE

<table>
<thead>
<tr>
<th>Pay Period:</th>
<th>Member must submit timesheet no later than*:</th>
<th>Service Site Supervisor must approve timesheet no later than:</th>
<th>Pay Date:</th>
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<tbody>
<tr>
<td>8/1/17 – 8/15/17</td>
<td>8/16/17</td>
<td>8/17/17</td>
<td>8/25/17</td>
</tr>
<tr>
<td>8/16/17 – 8/31/17</td>
<td>9/1/17</td>
<td>9/1/17</td>
<td>9/8/17</td>
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<td>9/1/17 – 9/15/17</td>
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<td>10/10/17</td>
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<td>10/1/17 – 10/15/17</td>
<td>10/17/17</td>
<td>10/18/17</td>
<td>10/25/17</td>
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<tr>
<td>10/16/17 – 10/31/17</td>
<td>11/1/17</td>
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*AmeriCorps members must adhere to the CAP Center’s after-the-fact timekeeping policy. AmeriCorps members cannot submit their timesheet for approval until the end of their last shift in any given pay period.*
# Program Outline Document 2017-2018

## AGENCY INFORMATION

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<th>Legal Entity:</th>
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<td>Dept./Division:</td>
<td>First 5 Service Corps</td>
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<tr>
<td>Project Name:</td>
<td>AmeriCorps</td>
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</table>
| Address: | 4700 Roseville Road  
North Highlands, CA 95660 |
| Website: |  
| Program Site Address: | PSD San Bernardino County Sites |

## CONTACT INFORMATION

### SIGNING AUTHORITY

<table>
<thead>
<tr>
<th>Name:</th>
<th>Sheila Boxley</th>
</tr>
</thead>
</table>
| Address: | 4700 Roseville Blvd.  
North Highlands, CA 95660 |
| E-Mail: | sboxley@thecapcenter.org |
| Title: | President/CEO |
| Direct Phone #: | (916) 244-1936 |
| Fax #: | 916-244-1900 |

### CONTRACT/PROGRAM REPRESENTATIVE

<table>
<thead>
<tr>
<th>Name:</th>
<th>Ian Hadley</th>
</tr>
</thead>
</table>
| Address: | 4700 Roseville Blvd.  
North Highlands, CA 95660 |
| E-Mail: | ihadley@thecapcenter.org |
| Title: | Program Manager |
| Direct Phone #: | (916) 244-1936 |
| Fax #: | 916-244-1900 |

### FISCAL CONTACT

<table>
<thead>
<tr>
<th>Name:</th>
<th>Paula Fong</th>
</tr>
</thead>
</table>
| Address: | 4700 Roseville Blvd.  
North Highlands, CA 95660 |
| E-Mail: | pfong@thecapcenter.org |
| Title: | Staff Accountant |
| Direct Phone #: | (916) 244-1914 |
| Fax #: | 916-244-1900 |
PROGRAM INFORMATION

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FIRST 5 FOCUS AREA

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<td>Community Outreach</td>
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PROGRAM DESCRIPTION

Partnership with Prevent Child Abuse California for AmeriCorps program in FY17/18 wherein four (4) members work with Preschool Services Department ("PSD") through an MOU between F5SB and PSD to provide one on one school readiness to children who have been identified below grade level.

COMMISSION LEVEL OUTCOMES

SPA 1: Children and Families
Goal 1.2: Early Learning
Objective 1.2a: Families have access to quality early childhood care and education
Objective 1.2b: Parents and caregivers are knowledgeable of and utilize quality early childhood care and education resources
Objective 1.2c: Parents and caregivers are engaged in children’s learning

ASSIGNED ANALYST: Supervisor Mary Jaquish

CONTRACT AMOUNT

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First 5 San Bernardino
Early Education

POD AmeriCorp 8/2/2017
AGENDA ITEM 3
SEPTEMBER 6, 2017

Subject
Agreement with First 5 Riverside for shared fiscal responsibility to fund the “Help Me Grow” (HMG) planning contract SI026 with Loma Linda University Children’s Hospital (LLUCH).

Recommendations
A. Approve Cooperative Agreement with First 5 Riverside and authorize the receipt of up to $74,945 in reimbursement from First 5 Riverside under such Cooperative Agreement to share in the expenses of planning services identified in the Loma Linda University Children’s Hospital (HMG) contract; authorize the Executive Director or delegate to execute such agreement and take such actions as may be necessary to allow for the receipt of such reimbursement funds.

B. Approve six-month planning contract SI026 in the amount of $149,889 with Loma Linda University Medical Center Children’s Hospital (LLUCH) in an effort to launch the “Help Me Grow” (HMG) Initiative with shared financial responsibility with First 5 Riverside.

(Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)

Financial Impact
$149,889 effective September 2017 through March 2018.

Background Information
“Help Me Grow” (HMG) is not a direct service program. It is a systems approach to a comprehensive integrated process for ensuring developmental promotion, early identification, referral and linkage. HMG promotes the involvement of pediatric primary care practices, early care and education professionals, families and community providers at the grass roots level.

HMG’s system model reflects a national set of best practices for designing and implementing a system that can optimally meet the needs of young children and families. Below is the timeline of our efforts in preparation to the official launch of a regional HMG system.

In 2015, F5SB applied for and received a national designation as a HMG affiliate. As a part of the application process, F5SB staff received letters of partnership and support from over 12 community and county stakeholders. In 2015, F5SB staff also introduced HMG to the American Academy of Pediatrics (AAP) to build a referral relationship and identify a key champion for the HMG initiative.

In 2016, F5SB began regional partnerships with First 5 Riverside and hired a consultant to determine the feasibility of developing a regional HMG system with shared resources. It was determined a regional approach would be the most effective system.

Being designated as an affiliate and organizing entity allowed F5SB and First 5 Riverside to appoint a local lead partner to plan, develop, and implement the regional HMG system. To date, F5SB and First 5 Riverside have identified Loma Linda University Children’s Hospital (LLUCH) as the Inland Empire’s key champion to lead the regional implementation effort of the Help Me Grow initiative. Designating a stable “Lead Entity” is essential for regional HMG system
Help Me Grow is currently being replicated in 23 states nationwide and 16 counties statewide with the intent to promote the development and expansion of a national network to all 50 states and all 58 counties in California. The intent is to develop goals and strategies to help policymakers and other key stakeholders understand the gaps in available support and services and to know how best to ensure adequate capacity and regional program design is cultivated to meet the needs of children and their families in San Bernardino and Riverside county.

Pending Commission approval, a six-month planning contract with LLUCH will go into effect to launch the HMG Initiative to include a shared fiscal responsibility with First 5 Riverside.

This contract supports SPA 2 of First 5 San Bernardino’s Strategic Plan specifically, and Objective Activities for 2.1a, 2.1b:

SPA 2: Goal 2.1 Leadership as a Catalyst, Convener, and Partner:
Work with the community and stakeholders from multiple sectors in support of the countywide goal of supporting all children from cradle-to-career.

Objective 2.1.a
Systems and services effectively support and engage children, families and communities.

Identify and strategically align resources countywide.

Objective 2.1.b
Families, providers and stakeholders collaborate effectively to improve the well-being of the child.

Develop, create, and support or coordinate opportunities for collective impact.

Review
Sophia Akins, Commission Counsel
COOPERATIVE AGREEMENT

THIS AGREEMENT is entered into this day September 7, 2017 (“Effective Date”) in the State of California by and between the Children and Families Commission of San Bernardino County, hereinafter called First 5 San Bernardino, and

Children and Families Commission for Riverside County hereinafter called First 5 Riverside

First 5 Riverside

585 Technology Court (951)-715-4500
Riverside CA., 92507 Phone Number

Tammy Graham Executive Director
Contractor Representative Title

Federal ID No. E-Mail Address

IT IS HEREBY AGREED AS FOLLOWS:

I. BACKGROUND

“Help Me Grow” (HMG) is not a direct service program, but rather a systems approach to a comprehensive integrated process for ensuring developmental promotion, early identification, referral and linkage. HMG promotes the involvement of pediatric primary care practices, early care and education professionals, families and community providers at the grassroots level.

The system model of HMG reflects a national set of best practices for designing and implementing a system that can optimally meet the needs of young children and families. Below is the timeline of our efforts in preparation to the official launch of a regional HMG system.

In 2015, First 5 San Bernardino applied for and received a national designation as a HMG affiliate. As a part of the application process, First 5 San Bernardino staff received letters of partnership and support from over 12 community and county stakeholders. In 2015, First 5 San Bernardino staff also introduced HMG to the American Academy of Pediatrics (AAP) to build a referral relationship and identify a key champion for the HMG initiative.

In 2016, First 5 San Bernardino began regional partnerships with First 5 Riverside and hired a consultant to determine the feasibility of developing a regional HMG system with shared resources. It was determined a regional approach would be the most effective system.

Being designated as an affiliate and organizing entity allowed First 5 San Bernardino and First 5 Riverside to appoint a local lead partner to plan, develop, and implement the regional HMG system. To date, First 5 San Bernardino and First 5 Riverside have identified Loma Linda University Children’s Hospital (LLUCH) as the Inland Empire’s key champion to lead the regional implementation effort of the Help Me Grow initiative. Designating a stable “Lead Entity” is essential for regional HMG system building and sustainability.
II. PURPOSE

The purpose of this Agreement is to establish the roles and responsibilities in the efforts of the First 5 San Bernardino and First 5 Riverside in supporting a six-month planning process to develop a regional HMG system.

This Agreement with First 5 San Bernardino and First 5 Riverside will designate Loma Linda University Children’s Hospital as the HMG lead entity. In addition, First 5 San Bernardino staff will provide the oversight and technical assistance to Loma Linda University Children’s Hospital to launch the HMG system, measure and report outcomes, identify any gaps in services to children 0-5, and identify strategies to sustain the HMG system.

III. FIRST 5 SAN BERNARDINO RESPONSIBILITIES

First 5 San Bernardino shall:

A. Provide First 5 San Bernardino’s share of fifty percent (not to exceed $74,945) of the agreed upon costs to enter into a contract with Loma Linda University Children’s Hospital in the total amount of $149,889 for a six-month planning project to develop a regional HMG system.

IV. FIRST 5 RIVERSIDE RESPONSIBILITIES

First 5 Riverside shall:

A. Reimburse First 5 San Bernardino in an amount not to exceed $74,945 representing First 5 Riverside’s fifty percent shared costs of the expenses associated with the Loma Linda University Children’s Hospital contract for the HMG six-month planning project.

V. FISCAL PROVISIONS

A. The maximum amount of funds under this Agreement shall not exceed $74,945.

B. Upon obtaining authorized signatures for this Agreement, First 5 San Bernardino will enter into a contract with Loma Linda University Children’s Hospital for a contract term of September 7, 2017, through March 31, 2018 for a planning contract to develop a regional HMG system in the total amount of $149,889. Prior to the end of this Agreement Term, pursuant to Section IV (A) above, First 5 San Bernardino will invoice First 5 Riverside for fifty percent of the shared costs (not to exceed $74,945) expended under the Loma Linda University Children’s Hospital contract.

C. Upon receipt of First 5 San Bernardino’s invoice pursuant to Section V (B), First 5 Riverside will reimburse First 5 San Bernardino for a total amount not to exceed $74,945 within thirty (30) days of the receipt of the invoice. First 5 Riverside’s obligation to reimburse First 5 San Bernardino under this Section V shall survive the expiration of this Agreement pursuant to Section VI.

VI. TERM

The term of this Agreement shall commence on the Effective Date and shall terminate on June 30, 2018.
VII. GENERAL PROVISIONS

A. Notices

When notices are required to be given pursuant to this Agreement, the notices shall be in writing and mailed to the following respective addresses listed below.

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

**First 5 Riverside:**
First 5 Riverside
585 Technology Court
Riverside, CA  92507

B. The Parties agree that any alterations, variations, modifications, or waivers of provisions of the Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to this Agreement as an amendment.

VIII. DISPUTE RESOLUTION

If any conflicts or disputes arise between the Parties, assigned staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by the Parties that the purpose of such meeting is to come to a resolution that is in the best interest of both Parties.

IX. AGREEMENT:

A. This Agreement, consisting of 3 pages, is the full and complete document describing the roles and responsibilities of the Parties, including all covenants, conditions, and benefits.

B. The signatures of the Parties affixed to this Agreement affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

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CHILDREN AND FAMILIES COMMISSION OF RIVERSIDE COUNTY

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

__________________________
Authorized Signature

Karen E. Scott
Printed Name
Executive Director
Title
Dated

__________________________
Authorized Signature

Tammy Graham
Printed Name
Executive Director
Title
Dated
## CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

### STANDARD CONTRACT

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)

Loma Linda University Children’s Hospital

Department/Division

Perinatal Institute

Address

11234 Anderson Street

Loma Linda, CA 92354

Phone

909-558-3264

Federal ID No.

33-0565591

**WHEREAS**, the Commission has been authorized by the State of California under Section 130100 -130155 of the Health and Safety Code and Section 30131.2 of the Revenue and Taxation Code, in accordance with the Children and Families Act of 1998, to promote, support and improve the early development of children prenatal through age five, and

**WHEREAS**, the Commission has been authorized by these cited references and by County of San Bernardino Code under Sections 12.291 – 12.297 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

**WHEREAS**, the Commission desires that such services be provided by Contractor and Contractor agrees to provide the services as set forth in this Contract,

**NOW THEREFORE**, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

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<tbody>
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<td>HMG Planning 6 month</td>
<td>17-18 149,889</td>
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</table>

**LLU Contract No.: 2170210**

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)

Loma Linda University Children’s Hospital

Department/Division

Perinatal Institute

Address

11234 Anderson Street

Loma Linda, CA 92354

Phone

909-558-3264

Federal ID No.

33-0565591

**WHEREAS**, the Commission has been authorized by the State of California under Section 130100 -130155 of the Health and Safety Code and Section 30131.2 of the Revenue and Taxation Code, in accordance with the Children and Families Act of 1998, to promote, support and improve the early development of children prenatal through age five, and

**WHEREAS**, the Commission has been authorized by these cited references and by County of San Bernardino Code under Sections 12.291 – 12.297 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

**WHEREAS**, the Commission desires that such services be provided by Contractor and Contractor agrees to provide the services as set forth in this Contract,

**NOW THEREFORE**, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:
I. DEFINITIONS

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

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

Affordable Care Act (ACA): Health care reform law enacted in March 2010. Affordable Care Act (ACA) refers to the final amended version of the law.

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

Asthma: Is a disease/condition that affects the lungs. It causes repeated episodes of wheezing, breathlessness, chest tightness, and nighttime or early morning coughing and is one of the most common long-term diseases of children although adults may also have this condition.

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

C4Yourself: A Component to the C-IV System that allows customers to apply for Food Stamps, Medi-Cal, CalWORKS, and CMSP via the internet. Customers enter information to apply online and the data transfers to the C-IV System automatically. Customers have the ability to complete and submit their annual redeterminations/recertifications, access their quarterly/mid-year status reports and have the ability to view the status of their cash/benefits.

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

Care Coordination: A service deliverable that includes the following activities: implementing an active outreach system to underserved populations, establishing a family's eligibility for services or funding, providing information, answering questions and helping people make decisions about services, helping families complete paperwork to obtain services, making and following up on referrals to health care providers, helping families find interpreters, determining potential barriers for parents and problem-solving to reduce the barriers, arranging for transportation for medical appointments, scheduling appointments and coordinating with other health care appointments if possible, explaining the importance of health care and answering some common health questions, reviewing responsibilities and rights of patients and of health care providers, coordinating with families to facilitate follow-up on recommendations and routine care, and providing re-enrollment assistance.

Caries: A biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva.

Carryover Clients: A client receiving services across multiple fiscal years. This scenario can only occur relative to the FDM only.

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

Child Care Licensing: Managed by the State of California. This agency licenses and monitors Family Child Care Homes and Child Care Centers in an effort to ensure they provide a safe and healthy environment for children who are in day care.

Child Development Permit Matrix: Issued through the California Commission on Teacher Credentialing who authorize multiple permit levels for a variety of services in child care and child development programs.

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

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

**Dental Home:** Ongoing relationship between the dentist and the patient, inclusive of all aspects of oral health care delivered in a comprehensive, continuously accessible, coordinated, and family-centered way.

**Dental Screening:** A visual assessment of the child’s oral health, done without instrumentation or the use of x-rays or any other diagnostic equipment. The provider observes, provides fluoride varnish and notes the condition of the teeth, surrounding soft tissues, simple jaw relationships and overall oral hygiene.

**Dental Treatment:** Includes a thorough dental examination with the use of x-rays and proper instruments to diagnose the condition of the teeth and other oral structures. A full scope of treatment may include preventative services, such as cleaning and oral hygiene instruction for parent and/or child, as well as restoration or removal of damaged teeth and proper space maintenance. Complete treatment results in the proper function and comfort of the child’s mouth in a developmentally appropriate way. It anticipates the best possible outcome for healthy permanent teeth.

**Desired Results Development Profile (DRDP):** An observation tool for teachers to record individual progress toward the achievement of four Desired Results for children: Children are personally and socially competent; Children are effective learners; Children show physical and motor competence; Children are safe and healthy.

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

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

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

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

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

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

**Federally Qualified Health Center (FQHC):** Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(l) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary health services." In considering these definitions, it should be noted that programs meeting the FQHC
requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

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

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

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

**Impact Indicators:** Impact Indicators are a shared set of metrics among affiliates that conversely tell the same story regardless of local context and, in the aggregate, inform the national narrative of HMG.

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

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

**Not Connected:** Child or family is not receiving a service.

**Nurturing Parenting Initiative:** Family-centered initiative designed to build nurturing parenting skills as an alternative to abusive and neglectful parenting and child-rearing practices. The long-term goals are to prevent recidivism in families receiving social services, lower the rate of multi-parent teenage pregnancies, reduce the rate of juvenile delinquency and alcohol abuse, and stop the intergenerational cycle of child abuse by teaching positive parenting behaviors.

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

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

**Obesity:** Defined as a BMI at or above the 95th percentile for children of the same age and sex within the ages of 2-19 years.

**Outcome:** The result, which the Commission seeks (as outlined in the Strategic Plan) and to which all performance targets must contribute to a measurable change.

**Overweight:** Is defined as a BMI at or above the 85th percentile and lower than the 95th percentile for children of the same age and sex within the ages of 2-19 years.

**Parenting Education:** Programs that improve knowledge and increase positive parenting skills.
**Parent-Peer:** Parents assisting other parents by advocating, guiding and providing moral support as they navigate systems and services.

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

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

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

**Pending Service:** Child or family is enrolled, registered, signed-up, waitlisted or plans to attend a service but it has not yet started. This is intended for the families who prefer no further follow-up care coordination to determine is connected and receiving a service. If parent is open to an additional call, conduct a follow-up call after the start date to determine if connected rather than closing with pending service outcome.

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

**Performance Target:** The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a measurable change in the participant of a program.

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

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

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

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

**Relapse:** The process of becoming unable to cope with life in sobriety. The process may lead to renewed alcohol or drug abuse, physical or emotional collapse, or suicide and is marked by predictable and identifiable warning signs that begin long before a return to use or collapse occurs.

**Relapse Prevention:** Efforts to teach people to recognize and manage warning signs so that they can interrupt the progression to relapse or collapse and return to the process of recovery.

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

**Researched Based:** See evidence-based: Using research as the basis for determining best practices.

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

**Rural Health Clinic (RHC):** Clinics that are certified under section 1861(aa)(2) of the Social Security Act to provide care in underserved areas, and therefore, to receive cost-based Medicare and Medicaid reimbursements.
Satisfaction Survey: Survey designed to measure the participant’s overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

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

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

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

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

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

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

Uninsured: Individuals not covered by health insurance.

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

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

II. CONTRACTOR’S SERVICE RESPONSIBILITIES

A. Contractor shall provide all Help Me Grow (HMG) Planning objectives and goals identified in this Contract, including Attachment A, pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract.

B. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available by the Commission.

C. Contractor shall coordinate with appropriate agencies to enhance a service delivery model for a regional HMG model and to maximize usage of California Children and Families Trust Fund monies available.

D. Contractor shall deliver performance goals as specified in the Contract and Attachment A and provide evidence of achievement as identified in the verification. The verification tools must be approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.

E. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.

F. Contractor’s Attachment A, other project objectives and goals, and specific data collection information requested by the Commission will be placed in the Commission’s web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the
Contractor’s Attachment A and the data collection system, the information in the system will take precedence and the data will be used to evaluate Contractor’s performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to Attachment A, and/or other project specific data collection information requested by the Commission, fully captures the intent of the project for the term identified in Section VIII.

III. CONTRACTOR’S GENERAL RESPONSIBILITIES

A. Participants

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

B. 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.

C. Contract Assignability

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

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, 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, participating under this Contract, 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.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, “Commission Administrative Official” is defined as a member of the Commission or such Administrative Staff.

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

F. Subcontracting

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

G. Recordkeeping
Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino until the expiration of five (5) years from the Contract end date. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

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

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

H. Change of Address
Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within thirty (30) days of the address change. Change of address shall not interrupt service deliverables outlined in Attachment A.

I. Staffing and Notification
Contractor shall notify Commission of any continuing vacancies beyond thirty (30) days and any positions that become vacant during the term of 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 five (5) working days, in writing and by telephone.

J. Contractor Primary Contact
The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor. 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 if there is any change in either the primary or alternate contact.

Primary Contact: Jill Howie, Executive Service Line Director
Alternate Contact: Maribel Munoz, Project Manager

K. Responsiveness
Contractor or a designee must respond to Commission inquiries within thirty (30) days and at reasonable hours of business.

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

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party.

N. Confidentiality

Contractor shall require its officers, agents, employees, volunteers and any subcontractor performing under this Contract 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. As used herein, confidential information shall include any Protected Health Information as defined under the HIPAA Rule but shall otherwise exclude information that is otherwise publicly available, is legally disclosed to the Contractor by a third party, is already known to the Contractor at the time of disclosure, is developed by the Contractor without reference to the confidential information, or is ordered to be disclosed by a legal or regulatory entity with jurisdiction;

- 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, except that Contractor may publicly disclose results based upon the scholarly study of the confidential information provided no such disclosure is made of the actual confidential information or any Protected Health Information;

- Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions; and,

- Contractor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable.

O. Child Abuse Reporting

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

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

- Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

- Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

P. Department of Justice Clearance

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

Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

1. **Indemnification** – The Contractor agrees to defend and hold harmless the Commission, its officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability resulting from any negligent act or omission of Contractor, its officers, employees, agents or volunteers while performing its duties under this agreement/contract, including any costs or expenses incurred by Commission, except as prohibited by law.

The Commission agrees to indemnify and hold harmless the Contractor, its officers, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property resulting from any negligent act or omission of the Commission, its officers, employees, agents or volunteers in connection with this agreement/contract.

In the event that the Commission and/or Contractor are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, the Commission and/or Contractor shall indemnify the other to the extent of its comparative fault.

2. **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.

3. **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.

4. **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.

5. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage...
at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Commission has the right to view a copy of the Declaration page for all applicable policies and has a right to review the policies and endorsements upon reasonable request at Contractor’s location.

6. **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”.

7. **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.

8. **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.

9. **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.

10. 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.

The insurance requirements/specifications can be met with an authorized/approved program of self-insurance. Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

a. **Workers’ Compensation/Employers Liability** – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including 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.

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) Personal injury
2) Contractual liability
3) $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

T. 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.
U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Americans with Disabilities Act

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

X. 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.

Y. 2-1-1 Registration

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

Z. 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, provided that disclosure of such matters by the Commission shall properly acknowledge contributions made by Contractor, and any scholarly disclosure of such matters by the Commission shall be made in accordance with standard academic tradition so as to include opportunities for joint review and authorship by Contractor if appropriate.

AA. Attribution

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

BB. Incongruous Activities

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

CC. Reports

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

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

- **Program Reports**
  Contractor will submit Progress Reports monthly and a 6-month summary report describing the progress on actual achievement of the Help Me Grow Planning objective and goals as detailed in (Attachment A) and other data collection information as requested by the Commission. Progress Reports will include narrative information on lessons learned, course corrections and success stories for month. Contractor is required by the Commission to complete and submit monthly Progress Reports electronically via the Commission’s web based data system. For each calendar month, Contractor shall provide the Commission with a Monthly Progress Report within fifteen (15) calendar days from the end of the reporting period.

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

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

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

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

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

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

**DD. Pro-Children Act of 1994**

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

**EE. Environmental Regulations**

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

  **State Energy Conservation Clause** - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.).
FF. 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 (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and

4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

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

GG. 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.

IV. COMMISSION RESPONSIBILITIES

A. Commission shall verify performance results of Contractor according to Attachment A and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.

B. Commission shall compensate Contractor for approved expenses in accordance with Section V of this Contract.

C. Commission shall specify all reports and deliverables required from the Contractor.

D. Commission shall provide technical assistance as deemed necessary.

E. The Commission will designate one individual to serve as the primary contact for the Contract.

Primary Contact: Ronnie Thomas, Staff Analyst II

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed $149,889 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof. These funds are divided as follows:
B. Payment Provisions

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

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

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

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

C. 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.

D. 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.

E. 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.

F. 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.

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 requests to the Commission no later than March 31st of the fiscal year. Requests must be submitted in hard copy form with original signatures. Postmarked envelopes received after March 31st will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Annual variances in excess of 10% of a line item cannot be made by the Contractor without prior approval of the Commission. Variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Contractor shall provide written justification for any budget line item variances of more than 10%.

The 10% variance does not apply to Section A. Salaries and Benefits of the approved Budget.

I. Procurement

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

J. Fixed Assets

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

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

Contractor shall maintain insurance against the loss, theft, or damage to any item with a single unit cost of $500 or more, including tax, purchased with Commission funds for the full replacement value thereof in accordance with the provisions of Section III, subdivision S (Indemnification and Insurance Requirements).
K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

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

B. 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 (5) years after final payment under the Contract or until all pending Commission and State audits are completed, whichever is later. Records, should include, but are not limited to participant files, monthly summary sheets, sign-in sheets, and other primary source documents. Contractor will have available for Commission review, all relevant financial records for the fiscal year being audited including documentation to verify shared costs or costs allocated to various funding sources as well as the basis for which the shared cost was allocated.

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

C. 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.

D. Independent Audit Provisions

On an annual basis, Contractor will provide the Commission with a copy of their annual Audit Report for the term of the Contract.

E. Recovery of Investigation and Audit Costs

Contractor shall reimburse the Commission for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to Contractor.
When additional information (receipts, paperwork, etc.) is requested of the Contractor as a result of any audit or monitoring, Contractor must provide all information requested by the deadline specified by the Commission. A failure to provide the information by the specified deadline, will subject the Contractor to the provisions of Section VII (Correction of Performance Deficiencies and Termination).

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

A. 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.

B. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.

C. The Executive Director of the Commission is authorized to exercise Commission’s rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

VIII. TERM

A. This Contract is effective commencing September 6, 2017 and expires March 31, 2018, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.

C. The contract term may be extended for one (1) additional one (1)-year period by mutual agreement of the parties.

D. Continuation of this Contract for each fiscal year after March 31, 2018 is contingent on a 6-month summary report describing the progress on actual achievement of the Help Me Grow Planning objective and goals as detailed in Attachment A and other data collection information as requested by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.
IX. GENERAL PROVISIONS

A. Notices

When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

**Contractor:**
Loma Linda University Children’s Hospital  
Attn: Research Affairs Financial Management  
24887 Taylor Street, Suite 202  
Loma Linda, CA 92354

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

B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.

C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.

D. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties in an amendment to this Contract.

E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.

G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be 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 attorneys’ fees and costs regardless of who prevails in the outcome of the dispute.

X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

During the term of the Contract, Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the
Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

B. Civil Rights Compliance

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

XI. IMPROPER CONSIDERATION

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

The Commission, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Commission with respect to this Contract. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The Commission reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in termination of the Contract. The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in termination of the Contract.

The Contractor 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 firms 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 Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor 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 Contractor 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 Contractor’s offices or locations.
XIII. CONCLUSION

A. This Contract, consisting of 23 pages and Attachments A and B inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A and B are attached hereto and incorporated herein as though set forth in full.

B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

________________________
Maxwell Ohikhuare, M.D.
Printed Name
Commission Chair
Title
Dated

Official Stamp

LOMA LINDA UNIVERSITY CHILDREN’S HOSPITAL
Legal Entity

________________________
Scott Perryman
Printed Name
Administrator
Title
Dated

Read and acknowledged by:

________________________
Jill Howie, BSN, MSN

Reviewed for Processing

________________________
Cindy Faulkner
Printed Name
Operations Manager

Date

Approved as to Legal Form

________________________
Sophie Akins
Printed Name
Commission Counsel

Date

Presented to Commission for Signature

________________________
Karen E. Scott
Printed Name
Executive Director

Date
## ATTACHMENT A

### PROGRAM WORKPLAN

#### Help Me Grow System Building Benchmarks & Timeline

### I. Structural Requirement: Organizing Entity – 6 Months

<table>
<thead>
<tr>
<th>Structural Requirement: Organizing Entity</th>
<th>Planning Phase 6 Month Activities (Month # 1-6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Designate program manager to serve as staff convener/facilitator of planning (First 5 San Bernardino &amp; First 5 Riverside)</td>
<td>Completed</td>
</tr>
<tr>
<td>• Identify members to create a leadership team (Loma Linda)</td>
<td></td>
</tr>
<tr>
<td>• Review and evaluate leadership team to determine if changes are needed in membership and/or structure. (Loma Linda w/ F5 San Bernardino &amp; F5 Riverside TA)</td>
<td></td>
</tr>
<tr>
<td>• Hold leadership team meetings (Loma Linda)</td>
<td></td>
</tr>
</tbody>
</table>
Goal 2.1: Leadership as a Catalyst, Convener, and Partner

Objective 2.1.a: Systems and services effectively support and engage children, families and communities.

Objective 2.1.b: Families, Providers, and Stakeholders collaborate effectively to improve the well-being of the child.

<table>
<thead>
<tr>
<th>Action</th>
<th>Status</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use team meetings to develop core principles and establish an administrative structure (public, private or combination)</td>
<td></td>
<td>(Loma Linda)</td>
</tr>
<tr>
<td>Define parameters of leadership team members (e.g., roles and responsibilities, meeting frequency, workgroups and subcommittees, system for communication)</td>
<td></td>
<td>(Loma Linda w/ F5 San Bernardino &amp; F5 Riverside TA)</td>
</tr>
<tr>
<td>Conduct an initial identification of potential partners with mutual interests and goals for creating a Help Me Grow system</td>
<td></td>
<td>(Loma Linda w/ F5 San Bernardino &amp; F5 Riverside TA)</td>
</tr>
<tr>
<td>Develop a mechanism for ongoing identification of potential partners</td>
<td></td>
<td>(Loma Linda)</td>
</tr>
<tr>
<td>Recruit partners initially identified to join leadership team</td>
<td></td>
<td>(Loma Linda)</td>
</tr>
<tr>
<td>Review number and organizations/services represented by partners to determine if additions and/or changes are needed.</td>
<td></td>
<td>(Loma Linda)</td>
</tr>
<tr>
<td>Recruit new members as needed</td>
<td></td>
<td>(Loma Linda)</td>
</tr>
</tbody>
</table>
### Structural Requirement: Organizing Entity

<table>
<thead>
<tr>
<th>Planning Phase</th>
<th>6 Month Activities (Month # 1-6)</th>
</tr>
</thead>
</table>

| Objective 2.1.a: | Systems and services effectively support and engage children, families and communities. |
| Objective 2.1.b: | Families, Providers, and Stakeholders collaborate effectively to improve the well-being of the child. |

- **Hold leadership team meetings**
  (Loma Linda)

- **Use team meetings to develop core principles and establish an administrative structure (public, private or combination)**
  (Loma Linda)

- **Define parameters of leadership team members (e.g., roles and responsibilities, meeting frequency, workgroups and subcommittees, system for communication)**
  (Loma Linda w/ F5 San Bernardino & F5 Riverside TA)

- **Ongoing identification of potential partners with mutual interests and goals for creating a Help Me Grow system**
  (Loma Linda/F5 SB/F5 RIV)

- **Recruit partners initially identified to join leadership team**
  (Loma Linda)

- **Review number and organizations/services represented by partners to determine if additions and/or changes are needed**
  (Loma Linda w/ F5 San Bernardino & F5 Riverside TA)

- **Recruit new members as needed**
  (Loma Linda)

- **Create a strategic plan to carry out goals and objectives**
  (Loma Linda)

- **Evaluate and monitor progress toward the creation of a successful Help Me Grow system**
  (Loma Linda)

- **Evolve leadership team into steering committee to advise and support ongoing operations**
  (Loma Linda—Keeping both F5’s involved)
II. Structural Requirement: Regional Strategy – 6 Months

<table>
<thead>
<tr>
<th>Structural Requirement: Regional Strategy</th>
<th>Planning Phase</th>
<th>6 Month Activities (Month # 1-6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ensure that the leadership team has a countywide champion from key agencies (e.g., Birth to Three, ECCS) <em>(needs to be on-going)</em> (Loma Linda w/ F5 San Bernardino &amp; F5 Riverside TA)</td>
<td>In Progress</td>
<td></td>
</tr>
<tr>
<td>The leadership team creates a plan/timeline to expand the program countywide. <em>(Loma Linda)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Develop a marketing strategy for the program target areas <em>(Loma Linda)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Develop a marketing strategy for the program to key county agencies <em>(Loma Linda)</em></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### III. Structural Requirement: Continuous Quality Improvement

<table>
<thead>
<tr>
<th>Structural Requirement: Continuous Quality Improvement (Loma Linda/F5SB/F5 RIV)</th>
<th>Phases</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Planning</td>
</tr>
<tr>
<td></td>
<td>System Implementation</td>
</tr>
<tr>
<td></td>
<td>Growth/ Sustainability</td>
</tr>
<tr>
<td></td>
<td>CQI</td>
</tr>
<tr>
<td>Create a CQI Committee that includes funder representatives working on each of the core components</td>
<td>6 Months</td>
</tr>
<tr>
<td>Develop policies and protocols for CQI Committee</td>
<td>6 Months</td>
</tr>
<tr>
<td>Set up regular meetings (at least every other month) and create agendas that include, but are not limited to: review of general policies and procedures, feedback on data collection and intake procedures, in-house training needs, and updates on statewide initiatives or changes that reflect the system</td>
<td>Year 2</td>
</tr>
<tr>
<td>Execute changes and recommendations</td>
<td>Year 3</td>
</tr>
<tr>
<td></td>
<td>Year 4</td>
</tr>
</tbody>
</table>

*Help Me Grow Inland Empire: Rev. 06/2017*
### IV. Core Component: Child Health Care Provider Outreach – 6 Months

<table>
<thead>
<tr>
<th>Core Component: Child Health Care Provider Outreach (Loma Linda)</th>
<th>Planning Phase 6 Month Activities (Month #1-6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify a physician champion who will support and promote the program within the local medical community <em>(needs to be on-going)</em></td>
<td>Completed</td>
</tr>
<tr>
<td>Establish a relationship with the local chapter of the American Academy of Pediatrics <em>(needs to be on-going)</em></td>
<td>Completed</td>
</tr>
<tr>
<td>Identify entity that will assume responsibility for managing and coordinating the Child Health Care Provider outreach efforts</td>
<td></td>
</tr>
<tr>
<td>Determine the needs of the identified entity in order to manage and coordinate HMG child health care provider outreach including, but not limited to:</td>
<td></td>
</tr>
<tr>
<td>• A provider outreach budget, which reflects the items listed below.</td>
<td></td>
</tr>
<tr>
<td>• Provider outreach and related staff, such as administrator, supervisor, support staff, others relevant to the needs of provider outreach efforts.</td>
<td></td>
</tr>
<tr>
<td>• Develop job descriptions for pediatric outreach staff</td>
<td></td>
</tr>
<tr>
<td>• Identify the pediatric outreach staff. (Are they already employed at the entity responsible for pediatric outreach? Are more staff needed? How will they be recruited and retained? Can the same staff conduct community and provider outreach and marketing?)</td>
<td></td>
</tr>
<tr>
<td>• Develop a training curriculum – both initially and on an ongoing basis. Who will train and provide an orientation to child health care providers?</td>
<td></td>
</tr>
<tr>
<td>Identify, meet and collaborate with groups currently providing training in developmental surveillance and screening</td>
<td></td>
</tr>
</tbody>
</table>
### Core Component: Child Health Care Provider Outreach con’t (Loma Linda)

<table>
<thead>
<tr>
<th>Planning Phase 6 Month Activities (Month # 1-6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
</tr>
<tr>
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</tr>
<tr>
<td>Identify, meet and collaborate with groups currently providing training in developmental surveillance and screening</td>
</tr>
<tr>
<td>Create materials for presentations/trainings with child health providers</td>
</tr>
<tr>
<td>• Conduct office-based training in effective developmental surveillance and screening</td>
</tr>
<tr>
<td>Develop tools to measure impact of presentations/trainings, including impact, if any, on call center (e.g., a feedback form for evaluation of visits)</td>
</tr>
</tbody>
</table>
V. Core Component: Community Outreach – 6 Months

<table>
<thead>
<tr>
<th>Core Component: Community Outreach (Loma Linda)</th>
<th>Planning Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify entity that will assume responsibility for managing and coordinating HMG community outreach efforts</td>
<td>Completed</td>
</tr>
<tr>
<td>Determine the needs of the identified entity in order to manage and coordinate HMG community outreach efforts including, but not limited to:</td>
<td></td>
</tr>
<tr>
<td>• A community outreach budget, which reflects the items listed below</td>
<td></td>
</tr>
<tr>
<td>• Community outreach and related staff, such as administrator, supervisor, support staff, others relevant to the needs of community outreach efforts</td>
<td></td>
</tr>
<tr>
<td>• Develop job descriptions for the community outreach staff</td>
<td></td>
</tr>
<tr>
<td>• Identify the community outreach staff. (Are they already employed at the entity responsible for community outreach? Are more staff needed? How will they be recruited and retained?)</td>
<td></td>
</tr>
<tr>
<td>• Develop a training curriculum – both initially and on an ongoing basis. Who will train and provide an orientation to the communities covered?</td>
<td></td>
</tr>
<tr>
<td>• Develop a process(es) for identifying organizations in the community that provide services and supports for young children</td>
<td></td>
</tr>
<tr>
<td>• Develop HMG community outreach policies and procedures, including MOAs [with community based agencies (CBAs)] where needed</td>
<td></td>
</tr>
</tbody>
</table>
**VI. Core Component: Centralized Telephone Access Point – 6 Months**

<table>
<thead>
<tr>
<th>Core Component: Centralized Telephone Access Point (Loma Linda)</th>
<th>Planning Phase 6 Month Activities (Month #1-6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop a process to assess <em>Help Me Grow</em> call center options (e.g., convene a work group)</td>
<td>1</td>
</tr>
<tr>
<td>Identify entity to serve as the call center</td>
<td></td>
</tr>
<tr>
<td>Determine the needs of the identified entity in order to serve as the system's call center, including but not limited to:</td>
<td></td>
</tr>
<tr>
<td>• A call center budget which reflects the items listed below</td>
<td></td>
</tr>
<tr>
<td>• The telephone system needed (Does the entity already have an adequate phone system or are enhancements needed?)</td>
<td></td>
</tr>
<tr>
<td>• Identify the call center staff – the care coordinators, administrator, supervisor, support staff, others relevant to the needs of each call center</td>
<td></td>
</tr>
<tr>
<td>• Develop job descriptions for the care coordinators</td>
<td></td>
</tr>
<tr>
<td>• Identify the care coordinators (Are they already employed at the call center? Are more staff needed? How will they be recruited and retained?)</td>
<td></td>
</tr>
<tr>
<td>• Develop training curriculum – both for orientation and on an ongoing basis. Who will train the care coordinators?</td>
<td></td>
</tr>
<tr>
<td>• Develop HMG call center policies and procedures, including MOAs where needed</td>
<td></td>
</tr>
<tr>
<td>• Develop a process for the collection and timely maintenance of resource information</td>
<td></td>
</tr>
<tr>
<td>• Determine what is needed to establish and maintain an automated client tracking system</td>
<td></td>
</tr>
</tbody>
</table>

*Help Me Grow Inland Empire: Rev. 06/2017*
### Core Component: Centralized Telephone Access Point con’t (Loma Linda)

#### Planning Phase

**6 Months Activities (Month #1-6)**

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Identify entity to serve as the call center</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Determine the needs of the identified entity in order to serve as the system’s call center, including but not limited to:</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• A call center budget which reflects the items listed below</td>
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<tr>
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<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Develop job descriptions for the care coordinators</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Identify the care coordinators (Are they already employed at the call center? Are more staff needed? How will they be recruited and retained?)</td>
<td></td>
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<td></td>
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<td>• Develop training curriculum – both for orientation and on an ongoing basis. Who will train the care coordinators?</td>
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<td></td>
</tr>
<tr>
<td>• Develop HMG call center policies and procedures, including MOAs where needed</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>• Develop a process for the collection and timely maintenance of resource information</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>• Determine what is needed to establish and maintain an automated client tracking system</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>• Implement the use of an automated client tracking system</td>
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<td></td>
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</tr>
<tr>
<td>• Have the capacity to generate reports based on callers accessing the call center</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>• The HMG call center goes live</td>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>
### VII. Core Component: Data Collection and Analysis

<table>
<thead>
<tr>
<th>Core Component: Data Collection and Analysis (Loma Linda/F5 SB/F5 RIV)</th>
<th>Planning</th>
<th>System Implementation</th>
<th>Growth/ Sustainability</th>
<th>CQI</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>6 Months</td>
<td>Year 2</td>
<td>Year 3</td>
<td>Year 4</td>
</tr>
<tr>
<td>Identify an individual or organization that can provide method/expertise on how, what, and when to collect data and measure progress</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Develop and/or modify a database program and process for collecting and tracking data</td>
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</tr>
<tr>
<td>Routinely analyze and monitor descriptive and outcome data, including monitoring trends over time</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create and publish evaluation results for advocacy and planning (e.g., gaps and barriers to services)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Use results from evaluation to improve/modify program</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# First 5 San Bernardino Program Budget

**Fiscal Year:** 2017-2018 (6mo)

**Organization:** Loma Linda University Children's Hospital

**Program Title:** Help Me Grow

**Program Director:** Maribel Munoz

**Director:** Jill Howie

**Finance Officer:** Joe Perry

**RFP/Contract #:** SI026

**Total Budget:** $149,889

## Budget Category: Salaries & Benefits

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>Pay Rate</th>
<th># of Hours</th>
<th>Benefit Rate</th>
<th>F5SB Salary</th>
<th>F5SB Benefits</th>
<th>F5SB Budget</th>
<th>Total Salary</th>
<th>First 5 % of Total Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maribel Munoz</td>
<td>Project Manager</td>
<td>0.50</td>
<td>44.53</td>
<td>1040</td>
<td>35%</td>
<td>46,311</td>
<td>16,209</td>
<td>62,520</td>
<td>125,040</td>
<td>50%</td>
</tr>
<tr>
<td>Jill Howie</td>
<td>Executive Service Line</td>
<td>0.05</td>
<td>89.29</td>
<td>100</td>
<td>35%</td>
<td>8,929</td>
<td>3,125</td>
<td>12,054</td>
<td>250,726</td>
<td>5%</td>
</tr>
<tr>
<td>Dr. Marti Baum</td>
<td>Medical Director</td>
<td>0.05</td>
<td>125.00</td>
<td>104</td>
<td>35%</td>
<td>13,000</td>
<td>4,576</td>
<td>17,576</td>
<td>351,520</td>
<td>5%</td>
</tr>
<tr>
<td>Brandon Daniel</td>
<td>Management Resident</td>
<td>0.05</td>
<td>24.55</td>
<td>100</td>
<td>35%</td>
<td>2,455</td>
<td>859</td>
<td>3,314</td>
<td>68,936</td>
<td>5%</td>
</tr>
<tr>
<td>Brandon Lesberts</td>
<td>Senior Analyst</td>
<td>0.05</td>
<td>35.28</td>
<td>100</td>
<td>35%</td>
<td>3,528</td>
<td>1,235</td>
<td>4,763</td>
<td>99,066</td>
<td>5%</td>
</tr>
</tbody>
</table>

### Description/Justification

1. **Maribel Munoz**
   - Project Manager
   - Position: Project Manager
   - FTE: 0.50
   - Pay Rate: 44.53
   - # of Hours: 1040
   - Benefit Rate: 35%
   - F5SB Salary: 46,311
   - F5SB Benefits: 16,209
   - F5SB Budget: 62,520
   - Total Salary: 125,040
   - First 5 % of Total Salary: 50%
   - Description/Justification: Manages the full project of the Help Me Grow and overseeing all aspects of the project that include: administration, implementation, request justification, ROI documentation, RFP, selection and contracting. Ensures that all projects are delivered on-time and within scope. Responsible for budget, personnel, project and financial audits, reports as required by HMG and First 5 San Bernardino/Riverside. Builds plans, leads committee meetings, sets deadlines, monitors and summarizes progress of projects. Develops presentation material as requested. Attends meetings as requested by leadership. Manages the relationship with community-based organizations and all stakeholders throughout the Inland Empire. The hours reflected are for a full-time equivalent position however this is a six month contract.

2. **Jill Howie**
   - Executive Service Line Director
   - Position: Executive Service Line Director
   - FTE: 0.05
   - Pay Rate: 89.29
   - # of Hours: 100
   - Benefit Rate: 35%
   - F5SB Salary: 8,929
   - F5SB Benefits: 3,125
   - F5SB Budget: 12,054
   - Total Salary: 250,726
   - First 5 % of Total Salary: 5%
   - Description/Justification: Provides overall leadership, administrative management and direction for all perinatal inpatient and outpatient services. Offers administrative oversight for community outreach, grant funded programs within HMG. Collaborates with hospital executives to strategically plan for business growth and development, marketing, fund raising, and community outreach. In addition to the F5 budgeted 5% salary, LLU Children's Hospital is donating 5% of salary amount to HMG project for a total of 10% salary.

3. **Dr. Marti Baum**
   - Medical Director
   - Position: Medical Director
   - FTE: 0.05
   - Pay Rate: 125.00
   - # of Hours: 104
   - Benefit Rate: 35%
   - F5SB Salary: 13,000
   - F5SB Benefits: 4,576
   - F5SB Budget: 17,576
   - Total Salary: 351,520
   - First 5 % of Total Salary: 5%
   - Description/Justification: The physician serves as the contact and key interface for outreach between new providers that are throughout the San Bernardino County and Riverside County that will be enlisted to screen, use the centralized telephone access point and review data information. The physician will be aware of current services providers in both counties with regards to physicians, physician assistants and nurse practitioners. This physician has worked with major insurance providers that provide support services in the county with regards to social determinants, behavioral capacity services, and developmental support services. This position will help guide the team with the algorithmic processes that are used in local CA/other state HMG entities and National HMG. The physician role is help the team early identify inventory gaps in services in targeted geographic low resource areas of both counties in addition to understanding the success in high services areas of the community.

4. **Brandon Daniel**
   - Management Resident
   - Position: Management Resident
   - FTE: 0.05
   - Pay Rate: 24.55
   - # of Hours: 100
   - Benefit Rate: 35%
   - F5SB Salary: 2,455
   - F5SB Benefits: 859
   - F5SB Budget: 3,314
   - Total Salary: 68,936
   - First 5 % of Total Salary: 5%
   - Description/Justification: Responsible for assisting in the initial planning and various HMG functions in collaboration with the steering committee. Provides administrative support in the development and execution of projects within HMG. In addition to the F5 budgeted 5% salary, LLU Children's Hospital is donating 5% of salary amount to HMG project for a total of 10% salary.

5. **Brandon Lesberts**
   - Senior Analyst
   - Position: Senior Analyst
   - FTE: 0.05
   - Pay Rate: 35.28
   - # of Hours: 100
   - Benefit Rate: 35%
   - F5SB Salary: 3,528
   - F5SB Benefits: 1,235
   - F5SB Budget: 4,763
   - Total Salary: 99,066
   - First 5 % of Total Salary: 5%
   - Description/Justification: Responsible for assisting in the initial planning and various HMG functions in collaboration with the steering committee. Provides administrative support in the development and execution of projects within HMG. Assist in using analytical and geo mapping tools to identify areas of high risk and need. In addition to the F5 budgeted 5% salary, LLU Children's Hospital is donating 5% of salary amount to HMG project for a total of 10% salary.
**FIRST 5 SAN BERNARDINO**
**PROGRAM BUDGET**
**FISCAL YEAR:** 2017-2018 (6mo)

| ORGANIZATION: | Loma Linda University Children's Hospital |
| DIRECTOR: | Jill Howie |
| PROGRAM TITLE: | Help Me Grow |
| PROGRAM DIRECTOR: | Maribel Munoz |
| INITIATIVE: | |
| FINANCE OFFICER: | Joe Perry |
| RFP/CONTRACT #: | SI026 |

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>FTE</th>
<th>PAY RATE</th>
<th># OF HOURS</th>
<th>BENEFIT RATE</th>
<th>F5SB SALARY</th>
<th>F5SB BENEFITS</th>
<th>F5SB BUDGET</th>
<th>TOTAL SALARY</th>
<th>First 5 % of TOTAL SALARY</th>
<th>DESCRIPTION/ JUSTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>SALARIES &amp; BENEFITS</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
<td>F</td>
<td>G</td>
<td>H</td>
<td>I</td>
<td>J</td>
</tr>
<tr>
<td>Total Salaries &amp; Benefits</td>
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<td></td>
<td></td>
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<td>$74,223</td>
<td>$26,004</td>
<td>$100,227</td>
<td>$895,289</td>
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TOTAL BUDGET: 149,889
## II. SERVICES & SUPPLIES

<table>
<thead>
<tr>
<th>Expense</th>
<th>% of Allocation</th>
<th>TOTAL F5SB BUDGET ($)</th>
<th>Description/Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ADVERTISEMENT</td>
<td>1%</td>
<td>$1,250</td>
<td>Promotional activities to include grand opening that contains décor, advertisement of the event and direct mail postcards. Advertisement will be done through LLU- Marketing department. This budget is for 6 months. Major advertisement activities will be done in year 2 budget.</td>
</tr>
<tr>
<td>2 PRINTING</td>
<td>1%</td>
<td>$1,000</td>
<td>Vereco multifunction copy machine that includes monthly lease/usage. Printing materials such as brochures, flyers, business cards as well as other materials related to the HMG implementation will be done through Digital production/ LLU printing services or Staples printing services.</td>
</tr>
<tr>
<td>3 POSTAGE</td>
<td>0%</td>
<td>$63</td>
<td>Mailing any necessary materials to community partner agencies</td>
</tr>
<tr>
<td>4 SUBSCRIPTIONS</td>
<td>0%</td>
<td>$120</td>
<td>Online subscription to support Help Me Grow</td>
</tr>
<tr>
<td>5 OFFICE SUPPLIES</td>
<td>0%</td>
<td>$200</td>
<td>Office supplies that include: desk supplies, filing supplies, stationary/mailing supplies, binding supplies, paper product supplies, and computer supplies (ex. USB drives) etc.</td>
</tr>
</tbody>
</table>
# FIRST 5 SAN BERNARDINO PROGRAM BUDGET

**ORGANIZATION:** Loma Linda University Children's Hospital  
**DIRECTOR:** Jill Howie  
**PROGRAM TITLE:** Help Me Grow  
**PROGRAM DIRECTOR:** Maribel Munoz  
**INITIATIVE:** 0  
**FINANCE OFFICER:** Joe Perry  
**PROGRAM YEAR:** 2017-2018 (6mo)  
**TOTAL BUDGET:** $149,889  
**RFP/CONTRACT #:** SI026

## SERVICES & SUPPLIES

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Percentage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>6 OFFICE EQUIPMENT</strong></td>
<td>2%</td>
<td>$2,904</td>
</tr>
<tr>
<td><strong>7 RENT/LEASE BUILDING</strong></td>
<td>4%</td>
<td>$5,889</td>
</tr>
<tr>
<td><strong>8 BUILDING/EQUIPMENT MAINTENANCE</strong></td>
<td>1%</td>
<td>$1,068</td>
</tr>
<tr>
<td><strong>9 UTILITIES</strong></td>
<td>0%</td>
<td>$558</td>
</tr>
<tr>
<td><strong>10 INFORMATION TECHNOLOGY</strong></td>
<td>11%</td>
<td>$15,759</td>
</tr>
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</table>

### III. FOOD

<table>
<thead>
<tr>
<th>Event(s):</th>
<th>Description/Justification:</th>
</tr>
</thead>
</table>

## TOTAL F5SB BUDGET

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Services &amp; Supplies</td>
<td>$28,811</td>
</tr>
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</table>

**ATTACHMENT B**
<table>
<thead>
<tr>
<th>ORGANIZATION:</th>
<th>Loma Linda University Children's Hospital</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIRECTOR:</td>
<td>Jill Howie</td>
</tr>
<tr>
<td>PROGRAM TITLE:</td>
<td>Help Me Grow</td>
</tr>
<tr>
<td>INITIATIVE:</td>
<td>0</td>
</tr>
<tr>
<td>PROGRAM DIRECTOR:</td>
<td>Maribel Munoz</td>
</tr>
<tr>
<td>FINANCE OFFICER:</td>
<td>Joe Perry</td>
</tr>
<tr>
<td>PROGRAM YEAR:</td>
<td>2017-2018 (6mo)</td>
</tr>
<tr>
<td>TOTAL BUDGET:</td>
<td>149,889</td>
</tr>
<tr>
<td>RFP/CONTRACT #:</td>
<td>SI026</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SERVICES &amp; SUPPLIES</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>MEETINGS AND PRESENTATIONS</th>
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<tr>
<td>1</td>
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<tr>
<td>Total Food</td>
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<table>
<thead>
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<th>IV. TRAVEL</th>
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<td>Destination:</td>
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<tr>
<td>Purpose:</td>
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<tr>
<td>TOTAL F5SB BUDGET</td>
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<tr>
<td>Description/Justification:</td>
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<table>
<thead>
<tr>
<th>TOTAL TRAVEL</th>
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</thead>
<tbody>
<tr>
<td>Total Travel</td>
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</table>

<table>
<thead>
<tr>
<th>V. SUBCONTRACTORS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization Name:</td>
</tr>
<tr>
<td>TOTAL F5SB BUDGET</td>
</tr>
<tr>
<td>Description/Justification:</td>
</tr>
<tr>
<td>1</td>
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</tbody>
</table>
# FIRST 5 SAN BERNARDINO PROGRAM BUDGET

**FISCAL YEAR:** 2017-2018 (6mo)

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>Loma Linda University Children's Hospital</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIRECTOR</td>
<td>Jill Howie</td>
</tr>
<tr>
<td>PROGRAM TITLE</td>
<td>Help Me Grow</td>
</tr>
<tr>
<td>PROGRAM DIRECTOR</td>
<td>Maribel Munoz</td>
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<tr>
<td>INITIATIVE</td>
<td>0</td>
</tr>
<tr>
<td>FINANCE OFFICER</td>
<td>Joe Perry</td>
</tr>
<tr>
<td>PROGRAM YEAR</td>
<td>2017-2018 (6mo)</td>
</tr>
<tr>
<td>TOTAL BUDGET</td>
<td>$149,889</td>
</tr>
<tr>
<td>RFP/CONTRACT #</td>
<td>SI026</td>
</tr>
</tbody>
</table>

## INDIRECT COSTS

Indirect cost include services from departments including: Hospital Administration, Human Resource, Payroll, Environmental Services, Finance, Computer Information Services, Mail Services, Employee Health Services, Staff Development, General Counsel, Security Department, Compliance operations and Insurance. LLUCH finance department has approved the Indirect Allocation Plan at 10%

<table>
<thead>
<tr>
<th>Percent</th>
<th>Basis</th>
<th>Total Indirect Costs</th>
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</thead>
<tbody>
<tr>
<td>10%</td>
<td></td>
<td>13,626</td>
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</tbody>
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**TOTAL FIRST 5 BUDGET**

$149,889
AGENCY INFORMATION

Legal Entity: Loma Linda University Children’s Hospital
Dept./Division: Perinatal Institute
Project Name: Help Me Grow Inland Empire
Address: 11234 Anderson Street, Suite CH 1816
          Loma Linda, CA 92354
Website: www.lomalindababies.org
Program Site Address: 11215 Mountain View Avenue, Suite 179
Client Referral Phone #: 909-558-3264

CONTACT INFORMATION

CONTRACT REPRESENTATIVE/SIGNING AUTHORITY
Name: Scott Perryman
Title: Administrator
Address: 11234 Anderson Street, Suite CH 1816
          Loma Linda, CA 92354
Direct Phone #: 909-558-4747
Fax #: 909-558-7809
E-Mail: sperryman@llu.edu

PROGRAM CONTACT
Name: Jill Howie
Title: Executive Service Line Director
Address: 11234 Anderson Street, Suite CH1816
          Loma Linda, CA 92354
Direct Phone #: 909-558-7496
Fax #: 909-558-0223
E-Mail: JHildesheimhowie@llu.edu

FISCAL CONTACT
Name: Aleta Savage
Title: Director, RAfm
Address: 24887 Taylor Street, Suite 202
          Loma Linda, CA 92354
Direct Phone #: 909-558-4589
Fax #: 909-558-0199
E-Mail: rafm@llu.edu
**ADDITIONAL CONTACT (Describe):** Fiscal  
Name: Maribel Muñoz  
Title: Project Manager  
Address: 11215 Mountain View Avenue, Suite 179  
Loma Linda, CA 92354  
Direct Phone #: 909-558-3264  
Fax #: 909-558-3935  
E-Mail: mamunoz@llu.edu

**PROGRAM INFORMATION**

<table>
<thead>
<tr>
<th>TYPE OF AGENCY</th>
<th>Describe:</th>
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</thead>
<tbody>
<tr>
<td>Educational Institution</td>
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<tr>
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<td>Private Entity/Institution</td>
<td>Non Profit University Hospital</td>
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**FIRST 5 FOCUS AREA STRATEGY**

<table>
<thead>
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<th>Strategy</th>
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<tbody>
<tr>
<td>Health</td>
<td>Early Screening and Intervention</td>
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<tr>
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<td>Health Care Access</td>
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<tr>
<td></td>
<td>Oral Health</td>
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<td>Education</td>
<td>Early Education Programs</td>
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<td>Access to Quality Child Care</td>
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<tr>
<td>Family</td>
<td>Parent Education</td>
</tr>
<tr>
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<td>Resource Center &amp; Case Management</td>
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<td>Integrated Systems Planning &amp; Implementation</td>
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<td>Countywide Information</td>
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<td>Referral Systems</td>
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<td>Organizational Capacity Building</td>
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**PROGRAM DESCRIPTION**

Early detection and connection to services lead to the best outcomes for children with developmental or behavioral challenges. Help Me Grow (HMG) helps families, child health care providers, early care and education providers, and human service providers to recognize early signs of developmental or behavioral concerns. HMG assists when needs are identified in finding programs designed to address those needs, reducing confusion and time for parents and providers. HMG is a simple solution that builds on existing resources by improving access to resources and services for children through age eight.

**SERVICE AREA (LOCATIONS)**

- Regional-Inland Empire
- San Bernardino
- Riverside
COMMISSION LEVEL OUTCOMES

**SPA 2: Systems and Networking**

**Goal 2.1: Leadership as a Catalyst, Convener, and Partner**

**Objective 2.1.a:**
Systems and services effectively support and engage children, families and communities.

**Objective 2.1.b:**
Families, Providers, and Stakeholders collaborate effectively to improve the well-being of the child.

**Expectations(s):**
This is a 6 Month planning contract in order to launch the Help Me Grow model. The HMG model builds collaboration across sectors and links families with needed program and services through 4 core components:

1. Child Health Provider Outreach
2. Family & Community Outreach
3. Centralized Access Point
4. Data Collection & Analysis

In keeping the fidelity to the HMG system gaps in services and programs and barriers to the system will easily be identified for continuous quality improvements.

**Outcome(s):** See Attachment A for benchmarks and outcome activities.

**ASSIGNED ANALYST:** Ronnie S. Thomas

**CONTRACT AMOUNT**

<table>
<thead>
<tr>
<th>Period</th>
<th>Amount</th>
<th>Total</th>
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<tbody>
<tr>
<td>September-March</td>
<td>$149,889</td>
<td>$149,889</td>
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<tr>
<td>Total</td>
<td></td>
<td>$149,889</td>
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### AGENDA ITEM 4
### SEPTEMBER 6, 2017

|---------|---------------------------------------------------------------------------------------------------------------------------------|
| Recommendations | A. Authorize Executive Director to execute Letter of Intent and negotiate a contract to participate in the First 5 Service Corps PATH program for Fiscal Year 2017-2018 for four (4) AmeriCorps service member positions to provide home visitation program services at a cost not to exceed $56,000 in matching funds.  
B. Authorize Executive Director to enter into an agreement with PCA CA for Fiscal Year 2017-2018 for AmeriCorps service member mileage reimbursement. Mileage reimbursement not to exceed $12,000.  
C. Authorize negotiation of agreements with “host” sites (currently funded to provide Nurturing Parenting Program) to compensate them for supporting the PATH program in a total amount for all hosts, not to exceed $30,000 for Fiscal Year 2017-2018. (Presenter: Cindy Faulkner, Operations Manager, 252-4253) |
| Financial Impact | $98,000 for Fiscal Year 2017-2018. |
| Background Information | For the past seven years, First 5 San Bernardino (F5SB) has partnered with the Prevent Child Abuse California (PCA CA) AmeriCorps program by investing matching dollars to support positions providing school readiness activities in preschools throughout San Bernardino County. AmeriCorps State and National is a service program that grants funding to a broad network of public and nonprofit organizations to provide assistance in recruiting, training and supervising AmeriCorps members to meet critical community service needs.  
F5SB staff seeks Commission approval to negotiate a contract to fund the match for Fiscal Year 2017-2018 for four (4) positions at 1700 service hours each, to provide the NPP home visitation curriculum and case management services, an expansion of our AmeriCorps reach to the Child Welfare System Improvement strategy.  
In addition, First 5 staff seeks authorization to negotiate partnership agreements with existing First 5 Nurturing Parenting providers – “host sites”, who have the resources and capacity to provide certain services. Host sites will be reasonably compensated for supporting the PATH program above and beyond their current NPP contract; for developing collaborative relationships with their local hospitals and other partners, for providing office space and limited personnel hours, for providing some field and office supervision of AmeriCorps members in the community, including tracking of program hours, participating in training, helping to develop and distribute marketing materials, in an amount for all hosts, not to exceed $30,000 for Fiscal Year 2017-2018.  
The legal applicant for the First 5 Service Corps (AmeriCorps) grant is the California Children and Families Foundation (CCAFF). PCA CA provides intermediary services as outlined in a contract between PCA CA and CCAFF, however, provides no funding for member costs. |
Through the PCA CA contract there is a required match to meet the share of costs associated with the program. The cost to F5SB for a one-year period is $14,000 per full time AmeriCorps member for a total amount of $56,000 for Fiscal Year 2017-2018.

The Legal Applicant for the First 5 Service Corps (AmeriCorps) grant is the California Children and Families Foundation (CCAFF) which is the sister agency to the First 5 Association. Prevent Child Abuse California (PCA CA) provides intermediary services as outlined in a contract between PCA CA and CCAFF, but provides no funding for member costs. The AmeriCorps member cost to First 5 San Bernardino is $56,000 per year which includes Living Allowance, FICA, Workers Comp, Health Care, Background Checks, Payroll Processing, Data Collection Systems, Member Training Costs, Administrative Costs, Program Supplies and Education Award. The Federal match contribution per year is $16,000 per member. Healthcare coverage costs for members are included. If a member chooses not to elect healthcare coverage that amount will not be expended in this contract.

The AmeriCorps member is eligible to receive health care benefits under a 100% Affordable Care Act compliant plan, child care subsidy for those in need to participate in the program, and members receive an education award available to them after successful completion of their tour of duty.

The requested funding for the administration and for matching funds to implement the PATH program utilizing NPP home visitation in an amount not to exceed $98,000 for FY 2017-2018 will be allocated from the Commission’s Strategic Priority Area (SPA 1), Goal 1.3 Family and Community Support and Partnerships within the program budget.

First 5 staff will meet with current NPP partners to finalize the opportunity to expand their programs, implementing a home visitation model through collaborative partnership requiring referral from local hospitals. The selected agencies will each host AmeriCorps members to participate in PCA CA CWS AmeriCorps Service NPP PATH program. Contract with host sites are for one year, may be renewable for 2 additional years, annually based on project goals. The maximum federal grant period under this award for PATH program is three (3) years. The term with PCA CA is negotiable annually and is subject to the availability of Federal Award monies. An agenda item will be presented at the October 25, 2017 Commission meeting contracting with PCA CA and host sites to implement the program.

Review

Sophie Akins, Commission Counsel
<table>
<thead>
<tr>
<th>Report on Action as taken</th>
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</thead>
<tbody>
<tr>
<td>Action:</td>
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<td>Abstained:</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
<tr>
<td>Witnessed:</td>
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</table>
Dear Ian,

This letter is to express our intent to participate in the PATH program during the 2017/2018 program year with an anticipated start date of October 1st, 2017 or later. First 5 San Bernardino intends to recruit/enroll the following number of AmeriCorps members:

# of 1,700-HR Members: 4

First 5 San Bernardino understands and agrees that the cash match contribution for this slot allocation is $56,000.00. First 5 San Bernardino further understands and agrees that it will be necessary to enter into contract with Prevent Child Abuse California, and that the contract will be submitted to First 5 San Bernardino in the immediate future. Once the contract has been executed, we agree to the invoicing schedule below:

<table>
<thead>
<tr>
<th>Corresponding Month(s)</th>
<th>Invoice to be Sent</th>
<th>Invoice due to PCA CA</th>
<th>Amount Due*</th>
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<tbody>
<tr>
<td>October 2017</td>
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<td>Net 30</td>
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<td>May 2018</td>
<td>First Week of May 2018</td>
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<td>June 2018</td>
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<td>July 2018</td>
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<td>August 2018</td>
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</tr>
<tr>
<td><strong>Total:</strong></td>
<td></td>
<td></td>
<td><strong>$56,000.00</strong></td>
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Sincerely,  

____________________________________________________

Karen E. Scott                Executive Director
Print Name                                                              Title
EXHIBIT F
ASSURANCES AND CERTIFICATIONS

I. ASSURANCES
As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

A. Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.

B. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

C. Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

D. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

E. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM’s Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

F. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:
   1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin;
   2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex;
   4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
   5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
   6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
   7. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
   8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
   9. Any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and
   10. The requirements of any other nondiscrimination statute(s) which may apply to the application.
G. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

H. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

I. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.

J. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

K. Will comply with environmental standards which may be prescribed pursuant to the following:
   1. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
   2. Notification of violating facilities pursuant to EO 11738;
   3. Protection of wetlands pursuant to EO 11990;
   4. Evaluation of flood hazards in floodplains in accordance with EO 11988;
   5. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.);
   6. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.);
   7. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

L. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

M. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-l et seq.).

N. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

O. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
P. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

Q. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

R. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

S. Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the Corporation will be used to support any such prohibited activities.

T. Will comply with the nondiscrimination provisions in the national service laws, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the national service laws shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or on the basis of religion (except that the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-Corporation funds or paid with Corporation funds but employed with the organization operating the project on the date the grant was awarded).

U. Will comply with all other federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to:
   1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin;
   2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
   4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
   5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
   6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
   7. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
   8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and
   9. The requirements of any other nondiscrimination statute(s) which may apply to the application.

V. Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program.
W. Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the non-displacement requirements specified in section 177 of the NCSA.

X. Will, in the case of an AmeriCorps program that is not funded through a State, consult with and coordinate activities with the state commission for the state in which the program operates.

Y. Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the National and Community Service Act of 1990 and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed.

Z. Will comply with the non-duplication and non-displacement requirements set out in section 177 of the National and Community Service Act of 1990, and in the 45 C.F.R. Chapter XXV § 2540.100.

AA. Will comply with the grievance procedure requirements as set out in section 176(f) of the National and Community Service Act of 1990 and in 45 CFR Chapter XXV § 2540.230.

AB. Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform.

AC. Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences.

AD. Will arrange for an independent evaluation of any national service program carried out using assistance provided to the applicant under section 121 of the National and Community Service Act of 1990 or, with the approval of CNCS, conduct an internal evaluation of the program.

AE. Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program’s impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by CNCS.

AF. Will ensure the provision of a living allowance and other benefits to participants as required by the Corporation.
II. CERTIFICATIONS

A. Certification – Debarment, Suspension, and Other Responsibility Matters

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participants’ responsibilities.

1. As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:
   a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Has, within a three-year period preceding this application, been convicted of, or had an adverse civil judgment entered in connection with, fraud or other 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 or records, making false statements, or receiving stolen property;
   c. Is 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 (1) (b) of this certification, and
   d. Has not, within a three-year period preceding this application, had one or more public transactions (federal, state or local) terminated for cause or default.

2. If you are unable to certify to any of the statements in this certification, you must attach an explanation to this application.

B. Certification – Drug-Free Workplace

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F. The regulations require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 34 CFR Part 85, Section 85.615 and 85.620). As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief that the grantee will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing a drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace,
   b. The grantee’s policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
   a. Abide by the terms of the statement, and
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

5. Notifying us within ten days after receiving notice under subparagraph (d) from an employee or otherwise receiving actual notice of such conviction;

6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d), with respect to any employee who is so convicted-
   a. Taking appropriate personnel action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1) through (7).

C. Certification – Lobbying Activities

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

3. The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

D. Erroneous Certification or Assurance

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.
E. Notice of Error in Certification or Assurance
You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

F. Definitions
The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. An applicant shall be considered a “prospective primary participant in a covered transaction” as defined in the rules implementing Executive Order 12549. You may contact us for assistance in obtaining a copy of those regulations.

G. Assurance Requirement for Subgrant Agreements
You agree by signing this Contract that you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.

H. Assurance Inclusion in Subgrant Agreements
You agree by signing this Contract that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.

I. Assurance of Subgrant Principals
You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

J. Non-Assurance in Subgrant Agreements
If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

K. Prudent Person Standard
Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Signature ___________________________  Date ___________________________
Maxwell Ohikhuare, M.D., Commission Chair
Print Name and Title ___________________________
## AGENDA ITEM 5
### SEPTEMBER 6, 2017

<table>
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<tr>
<th>Subject</th>
<th>2-1-1 Quarterly Report April through June 2017.</th>
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<tr>
<td><strong>Recommendations</strong></td>
<td>Receive information on 2-1-1 Quarterly Report – April through June 2017. (Presenter: Scott McGrath, Evaluation Supervisor, 252-4259)</td>
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<tr>
<td><strong>Financial Impact</strong></td>
<td>None</td>
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| **Background Information** | Each quarter, 2-1-1 staff prepares a report highlighting the number and types of calls that are received over a three month period. First 5 San Bernardino is currently in the third year of a three year contract with a total contact amount of $1,168,750. Through this contract, the target for each year is to process 72,000 calls (18,000 per quarter), not all of which are for families with children 0-5. In addition, the 2-1-1 system tracks calls from First 5 families and includes them in the quarterly reports. For the period of April to June 2017, 2-1-1 processed a total of 21,170 calls, 2,060 (9.7%) of which were from families with children 0-5. The total number of families accessing services with children ages 0-5 was 3,047. The most commonly identified need for First 5 families was housing/shelter (26%), followed by utility support (11%) and food (10%). Also reported was that 24% of First 5 families utilizing 2-1-1 did not have their own transportation. The greatest number of overall calls were received from the City of San Bernardino (23%), followed by the cities of Victorville (9%), Ontario (8%), and Fontana (5%). Outcomes for families using the calls were as follows:
- 97% of callers were satisfied with the services received from 2-1-1.
- 94% reported that referrals received from 2-1-1 were accurate.
- 91% actually contacted the resources referred by 211.
- 60% report receiving the needed help.
- 98% report that they would call 2-1-1 again if they needed additional help. |
| **Review** | Sophie Akins, Commission Counsel |

The report for this and previous quarters can be found on the 2-1-1 website at www.211sb.org.
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