### Agenda: Children and Families Commission 09-2018

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

| Meeting date, time, and place | September 12, 2018  
| Commission Meeting  
3:30 to 5:00 p.m.  
Commission Conference Center |
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<td>Pledge of Allegiance</td>
<td>Chair or designee will lead the Pledge of Allegiance</td>
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</table>
| SPECIAL PRESENTATION | Creating Mini Miracles for Children from Hard Places:  
A Report on the Outcomes of a First 5 Pilot Program for Children of Trauma  
Presenter: Dr. Ron Powell |
| 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 | Legislative Report by Chekesha Gilliam  
Government Relations Analyst, County Administrative Office |
| Report | Advisory Committee Report by Alan H. Garrett, Chair |
| Report | Executive Director’s Report by Karen E. Scott |
| Consent Items | The following consent item is expected to be routine and non-controversial and will be acted upon by the Commission at one time unless any Commissioner directs that the item be removed from the Consent Agenda for discussion. |

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.
Item No. | CONSENT
--- | ---
1 | Approve Minutes of July 11, 2018 Commission Meeting.  
(Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
2 | Approve Amendment A7 of CFC SB Policy 04-02 Conflict of Interest Code Appendix B.  
(Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

A. Ratify and approve employment contracts, effective July 21, 2018, between the County of San Bernardino and Children and Families Commission with the following individuals:
   1. Cindy Faulkner as an Assistant Director, for the total annual cost of $157,014 ($110,573 Salary, $46,441 Benefits).
   2. Debora Dickerson-Sims as Deputy Director Finance, for the total annual cost of $138,090 ($97,677 Salary, $40,413 Benefits).
   3. Ronald S. McGrath as a Deputy Director of Systems and Impact, for the total annual cost of $133,692 ($84,344 Salary, $49,348 Benefits).
   4. Ronnie Thomas as a Section Manager - Systems/Communications, for the total annual cost of $115,815 ($76,419 Salary, $39,396 Benefits).
   5. William Kariuki as a Section Manager - Evaluation/Impact, for the total annual cost of $102,120 ($69,264 Salary, $32,856 Benefits).
   6. Stacy Scranton as a Business Support Manager, for the total annual cost of $72,776 ($48,110 Salary, $24,666 Benefits).
   7. Joong H. Kim as a Section Manager - Fiscal, for the total annual cost of $92,295 ($65,957 Salary, $26,338 Benefits).

B. Ratify and approve Amendment No. 1 to five employment contracts, effective July 21, 2018, between the County of San Bernardino and Children and Families Commission for existing classifications, updating benefit language and hourly rates, with the following individuals:
   1. Lucretia Dowdy as a Marketing Aide, Contract No. 17-404, for the total annual cost of $64,759 ($43,597 Salary, $21,162 Benefits).
   2. Walid Wahba as a Staff Analyst II, Contract No. 16-869, for the total annual cost of $92,379 ($58,386 Salary, $33,993 Benefits).
   3. Gilbert Cervantes as an Office Assistant II, Contract No. 17-821, for the total annual cost of $46,070 ($31,013 Salary, $15,057 Benefits).
   5. Tania Offerrall as a Staff Analyst II, Contract No. 18-171, for the total annual cost of $89,825 ($59,883 Salary, $29,942 Benefits).

C. Ratify and approve Amendment No. 1 to four employment contracts, effective July 21, 2018, between the County of San Bernardino and Children and Families Commission for existing classifications, extending the term through July 20, 2021, updating benefit language and hourly rate, with the following individuals:
   1. George G. Potts as a Fiscal Assistant, Contract No.15-813, for the total annual cost of $58,883 ($39,541 Salary, $19,342 Benefits).
   2. Leslie N. Fountain as a Media Specialist, Contract No. 15-818, for the total annual cost of $92,224 ($61,318 Salary, $30,906 Benefits).
   3. Amanda N. Ferguson as a Staff Analyst II, Contract No. 15-821, for the total annual cost of $97,502 ($62,878 Salary, Benefits $34,624).
   4. Tammy Jacobe as an Office Assistant II, Contract No. 15-682, for the total annual cost of $44,819 ($29,515 Salary, $15,304 Benefits).

D. Authorize the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contracts for a maximum of three successive one-year periods on behalf of the County, subject to County Counsel review.

E. Direct the Assistant Executive Officer of Human Services to transmit all documents in relation to contract amendments to the Clerk of the Board of Supervisors within 30 days of execution.  
(Presenter: Karen E. Scott, Executive Director, 252-4252)
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<tr>
<th>Item No.</th>
<th>CONSENT Continued</th>
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| 4       | A. Ratify and approve employment contracts between the County of San Bernardino and Children and Families Commission with the following individuals for the period of September 1, 2018 through August 31, 2021:  
2. Renee Jones as a Staff Analyst II, for the total annual cost of $88,354 ($56,992 Salary, $31,362 Benefits).  
3. Wendy Lee as a Staff Analyst II, for the total annual cost of $102,720 ($67,579 Salary, $35,141 Benefits).  
B. Authorize the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contracts for a maximum of three successive one-year periods on behalf of the County, subject to County Counsel review.  
C. Direct the Assistant Executive Officer of Human Services to transmit all documents in relation to contract amendments to the Clerk of the Board of Supervisors within 30 days of execution.  
(Presenter: Karen E. Scott, Executive Director, 252-4252) |
| 5       | Ratify the letter of intent to Prevent Child Abuse California (PCA CA) to continue the funding match for Fiscal Year 2018-2019 and the one (1) year contract, previously executed by the Executive Director, for the contract term of August 16, 2018 through August 15, 2019 with PCA CA in an amount not to exceed $125,130 for six (6) AmeriCorps service member positions to provide school readiness services.  
(Presenter: Staci Scranton, Business Support Manager, 252-4282) |

<table>
<thead>
<tr>
<th>Item No.</th>
<th>DISCUSSION</th>
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| 6       | Approve Amendment A1 to Contract FS076 with San Bernardino County Library in support of the Career Online High School Initiative for Fiscal Year 2016-2019.  
(Presenter: Scott McGrath, Deputy Director, Systems and Impact, 242-4259. |
| 7       | Approve and authorize the release of the proposed RFQ for Maternal Health Systems Strategic Plan consulting services to support the development and implementation of a Maternal Health Systems framework specific to San Bernardino County.  
(Presenter: Ronnie Thomas, Section Manager, Systems/Communication, 252-4255) |
| 8       | Approve amended and restated non-financial Memorandum of Understanding (MOU) with the County of San Bernardino Preschool Services Department (PSD) to provide literacy, math skills, and social and emotional development skills for eligible PSD children through the use of AmeriCorps members for the period of July 25, 2018 through September 30, 2020.  
(Presenter: Staci Scranton, Business Support Manager, 252-4282) |
| 9       | 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 2018-2019 for three (3) AmeriCorps service member positions to provide home visitation program services at a cost not to exceed $53,340 in matching funds.  
B. Authorize Executive Director to enter into an agreement with PCA CA for Fiscal Year 2018-2019 for AmeriCorps service member mileage reimbursement. Mileage reimbursement not to exceed $12,000.  
(Presenter: Staci Scranton, Business Support Manager, 252-4282) |

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

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**CHILDREN AND FAMILIES COMMISSION**
for San Bernardino County

**AGENDA: SEPTEMBER 12, 2018**

**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)

<table>
<thead>
<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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<td>6</td>
<td>County of San Bernardino County Library System</td>
<td>Robert A. Lovingood First District Supervisor Chairman Board of Supervisors</td>
<td>Michael Jimenez County Librarian</td>
<td>Supervisor James Ramos</td>
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<td>7</td>
<td>N/A</td>
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<td>8</td>
<td>County of San Bernardino Preschool Services Department</td>
<td>Robert A. Lovingood First District Supervisor Chairman Board of Supervisors</td>
<td>Diana Alexander Director</td>
<td>Supervisor James Ramos and CaSonya Thomas</td>
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<td>9</td>
<td>Prevent Child Abuse California (PCA CA)</td>
<td>Sheila Boxley President and CEO Stephanie Biegler Chief Program Officer Summer Rolfe-Irish PATH Project Manager</td>
<td>N/A</td>
<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 11, 2018 – 3:30 p.m.
First 5 San Bernardino

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

SPECIAL PRESENTATION
Stakeholder Survey - Matt Kronz, Research Consultant, Harder+Co Community Research

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

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

Attendees

Commissioners Present
- Margaret Hill
- Maxwell Ohikhuare, M.D.
- Elliot Weinstein, M.D.
- Paul Vargas

Staff Present
- Karen Scott, Executive Director
- Cindy Faulkner, Operations Manager
- Scott McGrath, Supervisor
- Staci Scranton, Supervising Office Assistant
- Phebe Chu, County Counsel
- Ronnie Thomas, Staff Analyst II
- James Kim, Accountant II
- Greg Sellon, Accountant III
- Tania Offerrall, Staff Analyst II
Changes to the Agenda

Ann Calkins, Executive Assistant, announced the following correction:

Agenda Item 3C - University Enterprise Corporation/California State University, San Bernardino, Contract EC035. The posted agenda shows a dollar amount for this contract as $995,396. The corrected dollar amount is $1,053,781.

Report – Advisory Committee

The next Advisory Committee Meeting is scheduled for September 27th at 11:30 at this location.

Report – Executive Director, Karen Scott

**Investment Strategy Subcommittee**

Based on the Commission’s request to better align the actual contracted investments to the dollars available per our adopted budget, a subcommittee of community partners and systems leaders will be asked to participate in a process to identify some immediate investment strategies that align with our current Strategic Plan and support our goals towards “Systems Building”. Key partners were asked to appoint individuals from within their organizations who:

- Are innovative
- Are familiar with the existing systems of care that support young children and their families within our County
- Possess a high level knowledge of mandated services as well as current legislative matters,
- Have the authority to provide valuable input to the process.

The Investment Strategy Subcommittee will consist of approximately 12 members including two First 5 San Bernardino Commissioners. Two to three convenings of these subcommittee members are anticipated for possibly 2-3 hours per convening. The work of the subcommittee is expected to be facilitated by Harder + Co Community Research who has been instrumental over the years in the development of F5SB’s Strategic Plan.

The recommendations and report generated by this subcommittee will be shared with the First 5 Advisory Committee and then presented to the Commissioners. The first convening is tentatively scheduled for early August and two additional meetings as needed to be completed by the first of October.

**3rd Quarter Report**

The third quarter report was distributed to Commissioners for their review.

Consent

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

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<tr>
<th>Item No.</th>
<th>CONSENT</th>
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<tr>
<td>1</td>
<td>Approve Minutes of June 6, 2018 Commission Meeting. (Presenter: Staci Scranton, Supervising Office Assistant, 252-4252)</td>
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<tr>
<td>2</td>
<td>Ratify Cooperative Agreement with First 5 Riverside for shared fiscal responsibility to fund the “Help Me Grow” (HMG) Initiative planning contract with Loma Linda University Children’s Hospital (LLUCH).</td>
</tr>
</tbody>
</table>
Item No. | DISCUSSION
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3 | Approve the following Quality Rating Improvement System (QRIS) contracts for implementation of Quality Start San Bernardino (QSSB) in accordance with the San Bernardino County’s QRIS Strategic Plan for Fiscal Years 2018-2020:
   a. San Bernardino County Superintendent of Schools, Contract EC034, in the amount of $712,858 for enrollment services and ratings, and;
   b. Child Care Resource Center, Contract EC033, in the amount of $3,603,634 for coordination of quality improvement services, program evaluation and professional development, and;
   c. University Enterprise Corporation/California State University, San Bernardino, Contract EC035, in the amount of $1,053,781 to enhance higher education opportunities in early care and education and conduct site assessments.
   (Presenter: Cindy Faulkner, Operations Manager, 252-4253)

**Discussion**
Commissioner Hill asked if the providers receive a certification. Ms. Faulkner answered it is dependent upon each provider’s work improvement plan which may include obtaining a Bachelor of Arts degree.

**Public Comment**
None

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

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| 4 | Approve Cooperative Agreement No. SA-19-02 with First 5 Riverside and authorize the receipt of up to $199,617 in reimbursement from First 5 Riverside to share in the expenses of continued planning services identified in the Loma Linda University Children’s Hospital Help Me Grow Initiative contract.  
b. Authorize the receipt of up to $150,000 in reimbursement from First 5 Riverside to share in the expenses associated with consultant services.  
c. 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.  
   (Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)

**Discussion**
None

**Public Comment**
None

Motion made by Commissioner Weinstein and seconded by Commissioner Hill to approve Item 4. With Commissioners Garrett, Ramos and Thomas absent and without further comment or objection, motion carried by unanimous vote.
Approve Planning Contract SI029 for Fiscal Year 2018-2019 in the amount of $399,235 for Fiscal Year 2018-2019 with Loma Linda University Medical Center Children’s Hospital in a continued effort to launch the Help Me Grow Initiative with shared financial responsibility with First 5 Riverside.

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

**Discussion**
Commissioner Hill asked if there is any intent, on Loma Linda’s part, to reach out to other hospitals for their input as to the direction of this program. Ms. Thomas answered that the consultant on this project will invite community stakeholders from Riverside and San Bernardino counties (which include the ARMC Breathmobile and local area hospitals) to be the governing advisory board for decision making with Help Me Grow. As part of the governance requirements for this program, it includes involvement from community stakeholders.

**Public Comment**
None

Motion made by Commissioner Weinstein and seconded by Commissioner Hill to approve Item 5. With Commissioners Garrett, Ramos and Thomas absent and without further comment or objection, motion carried by unanimous vote.

Approve Contract IC034 with VIVA Strategy + Communications (VIVA) in the amount of $300,000 for strategic consultation services to support planning and implementation activities of the regional Help Me Grow Initiative with shared financial responsibility with First 5 Riverside for Fiscal Year 2018-2019.

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

**Discussion**
Chair Ohikhuare asked if VIVA works with any other First 5 Commissions. Saed Mirfattah, Senior Consultant with VIVA Strategy + Communications answered that many of the First 5’s in the state contract with VIVA for QRIS work including First 5 Los Angeles, First 5 Riverside, First 5 Sonoma, First 5 San Bernardino, and First 5 Santa Clara to name just a few.

**Public Comment**
None

Motion made by Commissioner Hill and seconded by Commissioner Weinstein to approve Item 6. With Commissioners Garrett, Ramos and Thomas absent and without further comment or objection, motion carried by unanimous vote.
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<th>Approve non-financial Memorandum of Understanding with the County of San Bernardino Preschool Services Department (PSD) to provide literacy, math skills, and social and emotional development skills for eligible PSD children through the use of AmeriCorps members for the period of July 25, 2018 through September 30, 2020. (Presenter: Staci Scranton, Supervising Office Assistant, 252-4282)</th>
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</table>
| 7 | **Discussion**  
Chair Ohikhuare suggested including the application on the County’s Human Resources website. Commissioner Hill requested a copy sent to the Commissioners for their distribution. Vice Chair Weinstein asked if there is any follow up with AmeriCorps members after they complete their service. Ms. Scranton answered that F5SB does not necessarily follow up with members, however, many do return for another term and one member accepted a position as a pre-school teacher. Ms. Scott answered that member follow up information might be obtained from the state. Chair Ohikhuare suggested that F5SB do follow up with members.  
**Public Comment**  
None  
Motion made by Commissioner Vargas and seconded by Commissioner Hill to approve Item 7. With Commissioners Garrett, Ramos and Thomas absent and without further comment or objection, motion carried by unanimous vote. |
| 8 | Approve First 5 San Bernardino’s (F5SB) continued support of the Reach Out and Read Initiative in partnership with the American Academy of Pediatrics, California Chapter 2 (AAP-CA2) to provide books for distribution to young children by pediatricians, not to exceed a total of $150,000 for Fiscal Year 2018-2019. (Presenter: Staci Scranton, Supervising Office Assistant, 252-4282)  
**Discussion**  
Vice Chair Weinstein commented on the outstanding program and the joy his patients feel in receiving their books. He would like to see more doctors’ involvement and outside funding offered for this effort so it becomes county wide. Ms. Scott stated F5SB is currently working to expand the reach of the program.  
**Public Comment**  
None  
Motion made by Commissioner Weinstein and seconded by Commissioner Vargas to approve Item 8. With Commissioners Garrett, Ramos and Thomas absent and without further comment or objection, motion carried by unanimous vote. |

**Public Comment**  
None

**Commissioner Roundtable**  
Commissioner Hill congratulated Karen Scott on being recognized as a leader and woman of influence in the June 2018 issue of Inland Empire Magazine.

**Adjournment**  
Motion to adjourn by Commissioner Hill and seconded by Commissioner Vargas. With Commissioners Garrett and Ramos absent and without further comment or objection, motion carried by unanimous vote. Chair Ohikhuare adjourned the meeting at 4:32 p.m.
Next meeting at First 5 San Bernardino  

Wednesday, September 12, 2018  
3:30 p.m. to 5:00 p.m.  
NOTE: This meeting is the second Wednesday of the month

Attest

Maxwell Ohikhuare, M.D., Chair

Ann M. Calkins, Executive Assistant
AGENDA ITEM 2  
SEPTEMBER 12, 2018

Subject  Conflict of Interest CFC SB Policy 04-02 A7

Recommendations  Approve Amendment A7 of CFC SB Policy 04-02 Conflict of Interest Code Appendix B.  
(Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

Financial Impact  None

Background Information  The Political Reform Act requires every local government agency to review its conflict of interest code no later than October 1 of each even-numbered year. The amended code must be forwarded to the Board of Supervisors for approval within 90 days of filing the biennial notice. After a recent review of the Commission adopted Conflict of Interest Code, it was determined that the code should be revised to update changes in job titles.

Approval of the attached Designated Officers and Employee list known as Appendix B aligns the office and employee titles with the County of San Bernardino’s Human Resources job classification.

Review  Sophie Akins, Commission Counsel

Report on Action as taken

| Action: | 
| Moved: | Second: |
| In Favor: | 
| Opposed: | 
| Abstained: | 
| Comments: | 
| Witnessed: |
# CONFLICT OF INTEREST CODE

**PURPOSE**

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

**POLICY**

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

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

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**Appendix A** – Disclosure Categories

**Appendix B** – Designated Officers and Employees
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<th>Disclosure Categories</th>
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<tr>
<td>Designated employees in this category shall disclose sources of income, investments, and business positions in business entities which provide services, supplies, materials, machinery or equipment of the type purchased or utilized by the Commission.</td>
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Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The executive officer may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the disclosure requirements. The executive officer's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.
Amended Conflict of Interest Code

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<tr>
<th>Designated Officers and Employees</th>
<th>Administrative/Executive - Commission</th>
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<tr>
<td>1.</td>
<td>Commission Members</td>
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<td>Commission Executive Director</td>
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<td>Cont CFC Operations Manager Assistant Director</td>
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<td>4.</td>
<td>Cont CFC Administrative Supervisor Deputy Director of Finance</td>
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<td>Cont CFC Program Supervisor</td>
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<td>Cont CFC Community and Evaluation Supervisor Deputy Director of Systems and Impact</td>
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<td>Cont CFC Staff Analyst II</td>
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<td>78.</td>
<td>Cont CFC Media Specialist II</td>
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<td>89.</td>
<td>Consultants</td>
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<td>10.</td>
<td>Cont CFC Staff Analyst I</td>
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<td>91+.</td>
<td>Cont CFC Accountant II</td>
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<td>1012.</td>
<td>Cont CFC Accountant III</td>
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CONFLICT OF INTEREST CODE

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

POLICY

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

Appendix A – Disclosure Categories
Appendix B – Designated Officers and Employees
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<th>Disclosure Categories</th>
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<td>Designated employees in this category shall disclose sources of income, investments, and business positions in business entities which provide services, supplies, materials, machinery or equipment of the type purchased or utilized by the Commission. Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The executive officer may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. The executive officer’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.</td>
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### Designated Officers and Employees

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<th>Administrative/Executive - Commission</th>
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</thead>
<tbody>
<tr>
<td>1. Commission Members</td>
</tr>
<tr>
<td>2. Commission Executive Director</td>
</tr>
<tr>
<td>3. Cont CFC Assistant Director (formerly “Operations Manager”)</td>
</tr>
<tr>
<td>4. Cont CFC Deputy Director of Finance (formerly “Administrative Supervisor II”)</td>
</tr>
<tr>
<td>5. Cont CFC Deputy Director of Systems and Impact (formerly “Program Supervisor”)</td>
</tr>
<tr>
<td>6. Cont CFC Staff Analyst II</td>
</tr>
<tr>
<td>7. Cont CFC Media Specialist II</td>
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<td>8. Consultants</td>
</tr>
<tr>
<td>9. Cont CFC Accountant II</td>
</tr>
<tr>
<td>10. Cont CFC Accountant III</td>
</tr>
</tbody>
</table>
AGENDA ITEM 3
SEPTEMBER 12, 2018

Subject
Ratify and approve employment contracts, effective July 21, 2018, for 16 CFC staff

Recommendations
1. Ratify and approve employment contracts, effective July 21, 2018, between the County of San Bernardino and Children and Families Commission with the following individuals:
   a. Cindy Faulkner as an Assistant Director, for the total annual cost of $157,014 ($110,573 Salary, $46,441 Benefits).
   b. Debora Dickerson-Sims as Deputy Director Finance, for the total annual cost of $138,090 ($97,677 Salary, $40,413 Benefits).
   c. Ronald S. McGrath as a Deputy Director of Systems and Impact, for the total annual cost of $133,692 ($84,344 Salary, $49,348 Benefits).
   d. Ronnie Thomas as a Section Manager - Systems/Communications, for the total annual cost of $115,815 ($76,419 Salary, $39,396 Benefits).
   e. William Kariuki as a Section Manager - Evaluation/Impact, for the total annual cost of $102,120 ($69,264 Salary, $32,856 Benefits).
   f. Stacy Scranton as a Business Support Manager, for the total annual cost of $72,776 ($48,110 Salary, $24,666 Benefits).
   g. Joong H. Kim as a Section Manager - Fiscal, for the total annual cost of $92,295 ($65,957 Salary, $26,338 Benefits).

2. Ratify and approve Amendment No. 1 to five employment contracts, effective July 21, 2018, between the County of San Bernardino and Children and Families Commission for existing classifications, updating benefit language and hourly rates, with the following individuals:
   a. Lucretia Dowdy as a Marketing Aide, Contract No. 17-404, for the total annual cost of $64,759 ($43,597 Salary, $21,162 Benefits).
   b. Walid Wahba as a Staff Analyst II, Contract No. 16-869, for the total annual cost of $92,379 ($58,386 Salary, $33,993 Benefits).
   c. Gilbert Cervantes as an Office Assistant II, Contract No. 17-821, for the total annual cost of $46,070 ($31,013 Salary, $15,057 Benefits).
   e. Tania Offerral as a Staff Analyst II, Contract No. 18-171, for the total annual cost of $89,825 ($58,883 Salary, $29,942 Benefits).

3. Ratify and approve Amendment No. 1 to four employment contracts, effective July 21, 2018, between the County of San Bernardino and Children and Families Commission for existing classifications, extending the term through July 20, 2021, updating benefit language and hourly rate, with the following individuals:
   a. George G. Potts as a Fiscal Assistant, Contract No.15-813, for the total annual cost of $58,883 ($39,541 Salary, $19,342 Benefits).
   b. Leslie N. Fountain as a Media Specialist, Contract No. 15-818, for the total annual cost of $92,224 ($61,318 Salary, $30,906 Benefits).
   c. Amanda N. Ferguson, as a Staff Analyst II, Contract No. 15-821, for the total annual cost of $97,502 ($62,878 Salary, Benefits $34,624).
   d. Tammy Jacobe as an Office Assistant II, Contract No. 15-682, for the total annual cost of $69,883 ($41,318 Salary, $28,565 Benefits).
4. Authorize the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contracts for a maximum of three successive one-year periods on behalf of the County, subject to County Counsel review.

5. Direct the Assistant Executive Officer of Human Services to transmit all documents in relation to contract amendments to the Clerk of the Board of Supervisors within 30 days of execution.

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

**Financial Impact**

Approval of this item does not impact Discretionary General Funding (Net County Cost). The estimated annual cost of the salaries is $1,492,613, which reflects a decrease of $15,098 from the current budgeted cost for these contracts, and is fully reimbursed by the Children and Families Commission’s (Commission) Trust Fund. Adequate appropriation and revenue have been included in the Commission’s 2018-19 budget and will be included in future recommended budgets.

**Background Information**

The recommended new employment contracts revise the title, job duties, and salaries of seven current employees of the Commission, and shall be effective July 21, 2018 through July 20, 2021, subject to the termination provisions of the contracts.

Recommendation No. 2 approves amendments to five employment contracts to update benefit language and hourly rates to align with the July 21, 2018 salary schedule.

Recommendation No. 3 approves amendments to four employment contracts to update benefit language, hourly rates to align with the July 21, 2018 salary schedule and extends the term through July 20, 2021, subject to the termination provisions of the contracts.

The Commission uses California’s tax on cigarettes and tobacco products to provide services for the State’s youngest residents and their families. The Commission collaborates with the community and child-serving agencies to fulfill their mission of promoting, supporting, and enhancing the health and early development of children prenatal through age five and their families.

On January 23, 2001 (Item No. 59), the Board of Supervisors (Board) approved Contract No. 01-50 with the Commission to maintain a cooperative working relationship to effectively and efficiently implement the Commission’s mission. The terms and conditions of the contract require Human Services (HS) to provide the Commission with support for the administration of staff benefits, review and act on Board agenda items and personnel-related issues, and provide employment contract administration services. The contract has been amended several times to revise language regarding services or to add services provided by the County. The Commission fully reimburses the County for the cost of these services.
Review

Human Resources (Mark DeBoer, Human Resources Division Chief, 387-5564) on July 12, 2018; County Counsel (Cynthia O’Neill, Supervising Deputy County Counsel, 387-5571) on July 17, 2018; Human Services Contracts (Jennifer Mulhall-Daudel, Contracts Manager, 388-0241) on July 10, 2018; Finance (Paul Garcia, Administrative Analyst, 386-8392) on July 17, 2018; and County Finance and Administration (Tanya Bratton, Deputy Executive Officer, 388-0332) on July 17, 2018.

Report on Action as taken

<table>
<thead>
<tr>
<th>Action:</th>
<th>Moved:</th>
<th>Second:</th>
<th>In Favor:</th>
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<tr>
<td>Witnessed:</td>
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<td></td>
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</tr>
</tbody>
</table>
Subject
Ratify and approve employment contracts with three (3) CFC Staff Analyst II’s

Recommendations
1. Ratify and approve employment contracts between the County of San Bernardino and Children and Families Commission with the following individuals for the period of September 1, 2018 through August 31, 2021:
   b. Renee Jones as a Staff Analyst II, for the total annual cost of $88,354 ($56,992 Salary, $31,362 Benefits).
   c. Wendy Lee as a Staff Analyst II, for the total annual cost of $102,720 ($67,579 Salary, $35,141 Benefits).
2. Authorize the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contracts for a maximum of three successive one-year periods on behalf of the County, subject to County Counsel review.
3. Direct the Assistant Executive Officer of Human Services to transmit all documents in relation to contract amendments to the Clerk of the Board of Supervisors within 30 days of execution.

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

Financial Impact
Approval of this item does not impact Discretionary General Funding (Net County Cost). The total annual cost of $279,428 is fully reimbursed by the Children and Families Commission’s (Commission) Trust Fund. Adequate appropriation and revenue have been included in the Commission’s 2018-19 budget and will be included in future recommended budgets.

Background Information
The Commission has vacancies for three Staff Analyst II positions. The Staff Analyst II positions are responsible for oversight and monitoring of direct service contracts; performing research and analytic oversight; serving as the program representative, and representing the Commission at governmental and community meetings. The recommended employment contracts shall be effective September 1, 2018 and shall remain in effect through August 31, 2021, subject to the termination provisions of the contracts.

The Commission uses California’s tax on cigarettes and tobacco products to provide services for the State’s youngest residents and their families. The Commission collaborates with the community and child-serving agencies to fulfill their mission of promoting, supporting, and enhancing the health and early development of children prenatal through age five and their families.

On January 23, 2001 (Item No. 59), the Board of Supervisors (Board) approved Contract No. 01-50 with the Commission to maintain a cooperative working relationship to effectively and efficiently implement the Commission’s mission. The terms and conditions of the contract require Human Services (HS) to provide the Commission with support for the administration of staff benefits, review and act on Board agenda items and personnel-related issues, and provide employment contract administration services. The contract has been amended several times to revise language regarding services or to add services provided by the County. The Commission fully reimburses the County for the cost of these services.
PROCUREMENT
At the request of the Commission, Human Resources provided a certification list of 12 eligible candidates for the Staff Analyst II positions. Seven qualified candidates were interviewed from May 29, 2018 through May 31, 2018 by members of the Commission’s Executive Team.

Based on their education and experience, the Commission recommends employment contracts with Justin Dailey, Renee Jones, and Wendy Lee as Staff Analyst II’s at a starting salary of $27.40 per hour, contingent on Board approval.

Authorization is requested for the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contracts for a maximum of three successive one-year periods. Notwithstanding the foregoing, either party may terminate the contract at any time without cause with 14 days prior written notice to the other party. The County may terminate the contracts immediately for just cause.

Review
Human Resources (Mark DeBoer, Human Resources Division Chief, 387-5564) on August 13, 2018; County Counsel (Cynthia O’Neill, Supervising Deputy County Counsel, 387-5571) on August 8, 2018; Human Services Contracts (Jennifer Mulhall-Daudel, Contracts Manager, 388-0241) on August 8, 2018; Finance (John Hallen, Administrative Analyst, 388-0208) on August 13, 2018; and County Finance and Administration (Lory Klopfer, Deputy Director, 383-9711) on August 13, 2018.

Report on Action as taken
Action:
Moved: Second:
In Favor:
Opposed:
Abstained:
Comments:
Witnessed:
AGENDA ITEM 5
SEPTEMBER 12, 2018

Subject
Prevent Child Abuse California AmeriCorps Service Contract 2018-2019

Recommendations
Ratify the letter of intent to Prevent Child Abuse California (PCA CA) to continue the funding match for Fiscal Year 2018-2019 and the one (1) year contract, previously executed by the Executive Director, for the contract term of August 16, 2018 through August 15, 2019 with PCA CA in an amount not to exceed $125,130 for six (6) AmeriCorps service member positions to provide school readiness services.

(Presenter: Staci Scranton, Business Support Manager, 252-4282)

Financial Impact
$125,130 for the contract term of August 16, 2018 through August 15, 2019.

Background Information
For the past nine years, First 5 San Bernardino (F5SB) has collaborated with the Prevent Child Abuse California (PCA CA) to participate in the First 5 Service Corps program, which utilizes AmeriCorps members to engage children in direct developmental activities to help children gain access to the knowledge and skills necessary for success. In just the last fiscal year, AmeriCorps members provided 20-35 hours of individualized service to 96 children at Head Start Preschool sites throughout the county. Of the 96 children served, 98% showed increased proficiency in literacy and math skills and 89% show improvement in social-emotional development.

Prevent Child Abuse California, which is an affiliate of the national Prevent Child Abuse America, receives a federal grant from the Corporation for National and Community Service to provide assistance in recruiting, training and supervising AmeriCorps members to meet critical community service needs. The AmeriCorps cost per member is $29,183 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 contribution per year is $8,328 per member plus an additional $5,500 set aside for the Education Award available to the AmeriCorps member after successful completion of their tour of duty. The Commission’s funding match requirement for Fiscal Year 2018-2019, for six (6) AmeriCorps positions at 1700 (full-time) hours to provide a year-round program, is in the amount of $20,855 per full-time AmeriCorps member, for a total not to exceed $125,130.

A letter of intent and contract with Prevent Child Abuse California are presented today for Commission ratification to continue the AmeriCorps program in Fiscal Year 2018-2019 under which six (6) members have been selected and have commenced services for the Fiscal Year 2018-2019 term on August 16, 2018, in multiple preschools throughout the County promoting school readiness.

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 July 2018 for a term through September 2020.
The confirmed Head Start school sites in which AmeriCorps members will serve in Fiscal Year 18/19 are Ontario-Maple, Rialto Renaissance, Rialto Eucalyptus, San Bernardino Del Rosa, and Hesperia. 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 Fiscal Year 18/19, signed by the Executive Director, will be ratified by the Commission.

Review
Sophie Akins, Commission Counsel
August 8, 2018

Prevent Child Abuse California
4700 Roseville Road, Suite 102
North Highlands, CA 95660
Attn: Summer Rolfe-Irish, First 5 Service Corps Project Manager

Re: Intent to participate in the First 5 Service Corps Program

Dear Summer,

This letter is to express our intent to participate in the First 5 Service Corps program during the 2018/2019 program year with an anticipated start date of August 15th, or later. First 5 San Bernardino intends to recruit/enroll the following number of AmeriCorps members:

<table>
<thead>
<tr>
<th># of 900-HR Members:</th>
<th># of 1,700-HR Members:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6</td>
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</tbody>
</table>

First 5 San Bernardino understands and agrees that the cash match contribution for this slot allocation is $125,130.00. 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>
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<td>By August 31st</td>
<td>NET 30</td>
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<tr>
<td>August 2018</td>
<td>By September 31st</td>
<td>NET 30</td>
<td>$8,563.85</td>
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<tr>
<td>September 2018</td>
<td>By October 30th</td>
<td>Net 30</td>
<td>$8,563.85</td>
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<tr>
<td>October 2018</td>
<td>November 15th</td>
<td>Net 30</td>
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<tr>
<td>January 2019</td>
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<td>$8,563.85</td>
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<tr>
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<td>May 2019</td>
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<tr>
<td>August 2019</td>
<td>September 15th</td>
<td>Net 30</td>
<td>$8,563.85</td>
</tr>
</tbody>
</table>

Total: $125,130.00

Sincerely,

Signature

Karen E. Scott
Executive Director

Print Name
Title

CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY
735 EAST CARNEGIE DRIVE, SUITE 150, SAN BERNARDINO, CALIFORNIA 92408
909.386.7706  FAX 909.386.7703  WWW.FIRST5SANBERNARDINO.ORG

26
2018/2019 SUBMISSION INSTRUCTIONS

THIS WORKBOOK CONTAINS ALL OF THE FORMS AND INSTRUCTIONS NECESSARY TO ENSURE A SUCCESSFUL CONTRACTING PROCESS.

WE THANK YOU IN ADVANCE FOR YOUR PARTICIPATION!

CELLS FILLED IN YELLOW REQUIRE DATA ENTRY

IMPORTANT!

DUNS NUMBER

Pursuant to the 2015 General Terms and Conditions (for AmeriCorps Programs), you must provide PCA CA with your DUNS Number, which will then be included in your 2018-2019 AmeriCorps Contract. If you do not have a DUNS number, you can obtain one from Dun and Bradstreet, Inc. by calling 866-705-5711, or online at http://fedgov.dnb.com/webform. A DUNS Number is free to all businesses required to register with the Federal government for contracts or grants.

PCA CA cannot enter into contract with your agency without your DUNS number: please contact us if you need to obtain one.

RISK ASSESSMENT

2 CFR Part 200 requires all recipients of Federal funding to complete a pre-award risk assessment on each subrecipient prior to entering into subawards or subcontracts. The Administrative and Cost Principles apply to new subawards and subcontracts made after 12/26/2014. By answering the questions with this workbook, which are in alignment with Federal guidance, you will be helping PCA CA ensure compliance with the new requirements.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. IF YOU ARE UNCLEAR AS TO HOW TO PROCEED, PLEASE CONTACT SHAWNTA ODUM AT sodum@thecapcenter.org or 916-244-1936
After completing the workbook and obtaining all supporting information (certificate(s) of insurance and audit), print each tab and sign/date where applicable. Place all items in an envelope, and mail to:

PREVENT CHILD ABUSE CALIFORNIA
4700 ROSEVILLE ROAD, SUITE 102
NORTH HIGHLANDS, CA 95660
ATTN: SHAWNTA ODUM - PCA CA AMERICORPS SUBCONTRACTING

You must also submit your completed workbook via email to Shawnta Odum at sodum@thecapcenter.org
<table>
<thead>
<tr>
<th>AGENCY INFORMATION</th>
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</thead>
<tbody>
<tr>
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<td><strong>Street Address:</strong></td>
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<tr>
<td><strong>Select Fiscal Year Start:</strong></td>
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<tr>
<td><strong>Select Fiscal Year End:</strong></td>
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</table>
# 2018/2019 FIRST 5 SERVICE CORPS DOCUMENT CHECKLIST

## AGENCY INFORMATION

**Lead Agency Name:** Children and Families Commission for San Bernardino County

## DOCUMENTS CHECKLIST

<table>
<thead>
<tr>
<th>Included</th>
<th>N/A</th>
</tr>
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</table>
| ☑ | | Risk Assessment. **TAB 4**
| ☑ | | National Service Criminal History Check (ONLY IF CONTRIBUTING IN-KIND MATCH). **TAB 5**
| ☑ | | Supporting Documents (Insurance Certificate) **TAB 6**
| ☑ | | Match and Match Certification. **TAB 7**
| ☑ | | Professional Liability Insurance Certification, if applicable. **TAB 8**
| ☑ | | eGrants User Access Form. **TAB 9**
| ☑ | | Partnership Form(s). Complete one form for your own agency, and one form for each service site. **TAB 10**
| ☑ | | Disaster and Emergency Response Information. **TAB 11**
| ☑ | | Labor Organization Certification. **TAB 12**
| ☑ | | Labor Union Concurrence, if applicable. **TAB 12**
| ☑ | | Electronic copy of your agency’s most recent audited financials, or A-133 (if applicable). **TAB 14**
| ☑ | | Performance Measure Targets. **TAB 14**

## PREPARED BY:

Staci Scranton, Business Support Manager

[Signature]
2018/2019 FIRST 5 SERVICE CORPS RISK ASSESSMENT

2 CFR Part 200 requires all recipients of Federal funding to complete a pre-award risk assessment on each subrecipient prior to entering into subawards or subcontracts. The Administrative and Cost Principles apply to new subawards and subcontracts made after 12/26/2014. By answering the questions below, which are in alignment with Federal guidance, you will be helping PCA CA ensure compliance with the new requirements.

AGENCY INFORMATION

Lead Agency Name: Children and Families Commission for San Bernardino County

Agency's Contract Experience:

Types of Contract (check all that apply)

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<tr>
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<th>Yes</th>
<th>No</th>
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<th>N/A</th>
<th>Experience in Years</th>
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<tr>
<td>Local</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10 or more</td>
</tr>
</tbody>
</table>

Other (please describe): Briefly Describe Other Contracting Type(s) in this box

Program Complexity

1. How many individuals are employed by your agency? 22
2. On a scale of 1 to 5, what level of priority is AmeriCorps to your agency? 5
3. On a scale of 1 to 5, to what degree does your agency's management understand the AmeriCorps program? 5
4. On a scale of 1 to 5, what is the commitment of your agency's management to the AmeriCorps program? 5
5. How many of your agency program staff are required for the AmeriCorps program at its peak activity? 1
6. Does your agency maintain written policies and procedures regarding the AmeriCorps program, other than those provided by PCA CA? Yes
7. If you answered "yes" to question 6 how often are the policies and procedures updated? As Needed
8. Does your agency have consistent and reliable internet access to enable webinar attendance and facilitate online electronic timekeeping for AmeriCorps members? Yes
9. On a scale of 1 to 5, how accessible to your agency is an IT professional who can identify and resolve IT issues that could impede your ability to communicate with PCA CA? 5
10. Will all AmeriCorps members be serving at one Service Site? No
11. If you answered "no" to question 10 will you have more than one Service Site? Yes
12. If you answered "yes" to question 11 will some AmeriCorps members serve at multiple Service Sites? Yes
13. If your agency works with multiple Service Sites, how far away is the furthest Service Site? 30
14. Will you contract with any other party to complete any aspect of the AmeriCorps program? Yes
15. If you answered "yes" to question 15, how many separate contracts will be associated with the AmeriCorps program? 1
16. Will some AmeriCorps members report to more than one Service Site Supervisor? Yes
17. What percentage of the Service Site Supervisor's time will be dedicated to the AmeriCorps program? 15%
18. Will an individual be designated to support members during any absences of the Service Site Supervisor? Yes
19. Are the facilities of all Service Sites sufficient (will members have a space to serve from, computer, internet access, telephone, etc.) to conduct and/or deliver AmeriCorps program activities? Yes

Fiscal Complexity

1. Is your agency fiscal department ok with a monthly invoicing schedule? Yes
2. Have you been debarred or suspended from receiving Federal Funds? No
3. Does your Agency understand FEDERAL FUNDS may only be used as match to AmeriCorps programs if a) authorized by statute, or b) approved in writing by the federal agency granting the funds? Yes

AmeriCorps Program Staff (as listed in your agency's budget)

<table>
<thead>
<tr>
<th>Position</th>
<th>Tenure</th>
<th>Licensed/Certified</th>
<th>Education</th>
<th>Describe Other Education</th>
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AmeriCorps Administrative/Fiscal Staff (ONLY if contributing In-Kind Match)

<table>
<thead>
<tr>
<th>Position</th>
<th>Tenure</th>
<th>Licensed/Certified</th>
<th>Education</th>
<th>Describe Other Education</th>
</tr>
</thead>
</table>
CERTIFICATION
I certify to the best of my knowledge and belief that this program assessment is correct and complete.

Karen E. Scott, Executive Director
Authorized Certifying Official Name

Signature/Date

Karen E. Scott 07/25/2018
2018/2019 FIRST 5 SERVICE CORPS NATIONAL SERVICE CRIMINAL HISTORY CHECK AUTHORIZATION

EACH INDIVIDUAL PROVIDING SUPERVISION FOR AMERICORPS MEMBERS, AND LISTED AS PROVIDING IN-KIND SUPPORT, MUST COMPLETE THIS AUTHORIZATION PRIOR TO UNDERGOING A NATIONAL SERVICE CRIMINAL HISTORY CHECK.

EACH INDIVIDUAL MUST SUBMIT A COPY OF A GOVERNMENT-ISSUED PHOTO ID TO BE USED IN CONDUCTING THE NATIONAL SERVICE CRIMINAL HISTORY CHECK.

AGENCY INFORMATION

| Lead Agency Name:   | Children and Families Commission for San Bernardino County |
| Service Site Name:  | Not applicable                                             |
| Individual's Name:  |                                                            |

I authorize Prevent Child Abuse California ("PCA CA") to conduct a National Service Criminal History Check consisting of DOJ, FBI, and NSOPW information, and to notify my Lead Agency and/or Service Site as to whether or not I have met the criteria to remain eligible to work with the AmeriCorps program. I acknowledge that refusing to authorize the National Service Criminal History Check or making a false statement in connection with PCA CA's inquiry will disqualify me as ineligible to work with the AmeriCorps program. I understand that PCA CA will receive Subsequent Arrest Notification from the California Department of Justice in the event of my arrest, conviction of a crime, or detainment. Further, I understand that I will have the opportunity to review and challenge the factual accuracy of a result before an action is taken to exclude me from the position. I further understand that if I am subject to a State sex offender registration I will be deemed unsuitable to work with the AmeriCorps program.

Karen L. Scott

Signature

07/25/2018

Date
SUPPORTING DOCUMENTS

INSURANCE

Your insurance must be primary and non-contributory. All policies must provide thirty (30) days' written notice of cancellation or non-renewal to PCA CA. Insurance companies must be rated by A.M. Best as "A-VII" or better. No less than ten (10) business days prior to commencement of work under the Standard Contract, your agency must submit the following evidence of insurance to PCA CA:

- **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 separate endorsement showing that PCA CA is named as an additional insured on your Comprehensive General Liability Insurance must be submitted. The following types of additional endorsements are acceptable:

  - ISO CG 2010
  - ISO CG 2037
  - ISO CG 2011
  - ISO CG 2026
  - NIAC-E32 05 11, if insured by the Nonprofit Insurance Alliance of California ("NIAC")
  - PL-GLD-0S (04/07), if insured by the Philadelphia Insurance Companies

- **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. **REQUIRED FROM ALL CONTRACTORS.**

- **Professional Liability Insurance or Errors and Omissions Insurance** with a limit of not less than $1,000,000. **REQUIRED FROM ALL CONTRACTORS WHO EMPLOY LICENSED CLINICIANS/Therapists or PROVIDE COUNSELING SERVICES IN RELATION TO THIS CONTRACT. DIRECTORS AND OFFICERS INSURANCE WILL NOT SUBSTITUTE.** If your agency does not employ licensed clinicians/therapists and does not provide counseling services in relation to this contract, you must complete and submit the Professional Liability Certification on tab 3.

PREPARED BY:  Stan Scranon, Business Support Manager
### 2018/2019 FIRST 5 SERVICE CORPS MATCH & MATCH CERTIFICATION

**AGENCY INFORMATION**

| Lead Agency Name | [Redacted] |

**CASH MATCH**

Please review the information below, as it determines the amount of your 2018/2019 AmeriCorps Contract. Please make any change requests in writing to your project manager. Members who are serving through one Lead Agency and have the same Position Description should receive the same living allowance amount. Variations in Position Descriptions and/or living allowances must be approved by your project manager and PCA CA's Chief Program Officer.

<table>
<thead>
<tr>
<th>Term of Service</th>
<th>Tier</th>
<th># of Members</th>
<th>Living Allowance</th>
<th>Non-Refundable Member Enrollment Cost</th>
<th>Total Non-Refundable Member Enrollment Cost</th>
<th>Cash Match</th>
<th>Total Cash Match</th>
</tr>
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<tbody>
<tr>
<td>1700</td>
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<td>$12,830</td>
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<td>$11,113</td>
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<td>$16,900</td>
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<td>6</td>
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<td>900</td>
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<td>$6,620</td>
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<tr>
<td></td>
<td>4</td>
<td></td>
<td>$10,000</td>
<td>$1,300</td>
<td>$0.00</td>
<td>$8,728</td>
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<td>$12,100</td>
<td>$1,300</td>
<td>$0.00</td>
<td>$10,543</td>
<td>$10,543</td>
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</tbody>
</table>

Subtotal Non-Refundable Member Enrollment Cost = $13,800.00

Maximum Amount of AmeriCorps Contract = $125,130

35
2018/2019 FIRST 5 SERVICE CORPS MATCH & MATCH CERTIFICATION

AGENCY INFORMATION

**NON-FEDERAL CASH MATCH CONTRIBUTION**
Please indicate below the various grants by name, funding sources by name, and amounts of non-federal cash match that your agency will contribute toward this AmeriCorps program:

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prop 10 tobacco tax</td>
<td>$ 125,130.00</td>
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<tr>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$ 125,130.00</strong></td>
</tr>
</tbody>
</table>

**FEDERAL MATCH CONTRIBUTION (NON-CNCS), IF APPLICABLE**
Please indicate below the various sources and amounts of FEDERAL FUNDS that your agency will contribute toward this AmeriCorps program as match. FEDERAL FUNDS may only be used as match to AmeriCorps programs if a) authorized by statute, or b) approved in writing by the federal agency granting the funds. For each entry below, you must submit evidence that the FEDERAL FUNDS are authorized by statute as match, or the written approval of the federal agency granting the funds.

<table>
<thead>
<tr>
<th>NAME OF FEDERAL AGENCY</th>
<th>GRANT OR CONTRACT NUMBER</th>
<th>CFDA OR &quot;N/A&quot; IF CONTRACT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**IN-KIND CONTRIBUTION, IF APPLICABLE**
Please indicate staff members of Lead Agency and/or Service Site(s) who will be responsible for supervision of AmeriCorps members. You must provide the following information for each staff member: total annual salary per budget and percentage of time allocated to AmeriCorps. **NOTE: AMOUNTS LISTED IN THIS SECTION CANNOT ALSO BE MATCHED TO ANY OTHER FEDERALLY FUNDED PROGRAM, NOR CAN THEY BE PAID BY THE FEDERAL GOVERNMENT UNDER ANY OTHER AWARD, EXCEPT WHERE AUTHORIZED BY FEDERAL STATUE TO BE USED FOR COST SHARING OR MATCHING.**

<table>
<thead>
<tr>
<th>STAFF MEMBER</th>
<th>STAFF TITLE</th>
<th>ANNUAL SALARY</th>
<th>% OF TIME</th>
<th>VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

**CERTIFICATION**
I certify to the best of my knowledge and belief that this report is correct and complete.

Karen L. Scott, Executive Director
Authorized Certifying Official Name

(909) 252-4252
Telephone Number (with extension, if applicable)
2018/2019 FIRST 5 SERVICE CORPS PROFESSIONAL LIABILITY INSURANCE CERTIFICATION

Check one of the boxes below:
Children and Families Commission for San Bernardino County

☐ EMPLOYS licensed clinicians and/or therapists, and/or PROVIDES counseling services in relation to the AmeriCorps Contract with PCA CA for the AmeriCorps program. As such, Professional Liability Insurance is listed on a certificate of insurance, which will be submitted to PCA CA no less than ten (10) business days prior to commencement of work under the contract.

By signing this certification, I acknowledge my understanding of the requirement. I further acknowledge that failure to provide proof of Professional Liability Insurance may result in contracting delays, which may ultimately impact my agency's ability to participate in the program.

☐ DOES NOT EMPLOY licensed clinicians and/or therapists, and DOES NOT PROVIDE counseling services in relation to the Standard Contract with PCA CA for the AmeriCorps program.

Karen E. Scott, Executive Director

SIGNATURE OF CERTIFYING OFFICIAL

DATE

NAME AND TITLE
# 2018/2019 FIRST 5 SERVICE CORPS
egrANTS USER ACCESS FORM

PLEASE IDENTIFY AND PROVIDE CONTACT INFORMATION FOR YOUR AGENCY'S STAFF WHO WILL ACCESS THE eGRANTS SYSTEM (CNCS' ONLINE AMERICORPS DATABASE). NOTE: THIS INFORMATION MUST BE UPDATED IMMEDIATELY AND SENT TO PCA CA FOLLOWING ANY CHANGES IN LISTED USERS.

## AGENCY INFORMATION

<table>
<thead>
<tr>
<th>Lead Agency Name:</th>
<th>Children and Families Commission for San Bernardino County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>735 E. Carnegie Drive, Suite 150</td>
</tr>
<tr>
<td>City:</td>
<td>San Bernardino</td>
</tr>
<tr>
<td>State:</td>
<td>CA</td>
</tr>
<tr>
<td>ZIP:</td>
<td>92408-3574</td>
</tr>
</tbody>
</table>

## PRIMARY USER

<table>
<thead>
<tr>
<th>Staff Name:</th>
<th>Staci Scranton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Business Support Manager</td>
</tr>
<tr>
<td>Phone 1:</td>
<td>909-252-4282</td>
</tr>
<tr>
<td>Phone 2:</td>
<td>909-386-7706</td>
</tr>
<tr>
<td>Email:</td>
<td>sscranton}@cfc.sbcounty.gov</td>
</tr>
</tbody>
</table>

## SECONDARY USER

<table>
<thead>
<tr>
<th>Staff Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Phone 1:</td>
<td></td>
</tr>
<tr>
<td>Phone 2:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

## PREPARED BY:

| Prepared By:      | Staci Scranton, Business Support Manager          |

Signature: [Signature]

Date: 7/23/18
## 2018/2019 FIRST 5 SERVICE CORPS AMERICORPS PARTNERSHIP FORM

### AGENCY INFORMATION
- **Lead Agency Name:** Children and Families Commission for San Bernardino County
- **Street Address:** 735 E. Carnegie Drive, Suite 150
- **City:** San Bernardino
- **State:** CA
- **Zip:** 92408-3574

### PARTNERSHIP INFORMATION
- **Partner Organization Name:** San Bernardino County Preschool Services Department
- **First Name:** Joseph
- **Middle Name:**
- **Last Name:** Prologo
- **Contact Organization Name:** Program Manager
- **Address:** 662 S. Tippecanoe Avenue
- **City:** San Bernardino
- **State:** CA
- **ZIP+4:** 92408-2046
- **Phone:** 909-383-2043
- **Fax:** 909-383-2086
- **County:** San Bernardino
- **Email:** jprologo@psd.sbcounty.gov
- **Website:** http://hs.sbcounty.gov/psd/

### SITE PLACEMENT INFORMATION (IF APPLICABLE)
- **Is this a Placement Site?:** Yes
- **Is this a Placement Site that is also a School Improvement Grant School (SIG) and/or Priority School identified by the CA Department of Education?:** No
- **If "yes," enter the NCES School ID:**
- **# of 900-Hour Members:** 6
- **# of 1700-Hour Members:**
- **Site Supervisor:** TBD
- **MSY Awarded:** 6

### PARTNER RESOURCES
- **Support Type:**
- **Financial Type:**
- **Cash Type:**
- **Amount:**
- **Description:**

### PARTNER ORGANIZATION INFO
- **CNCS-AMC National Direct**
- **CNCS-Foster Grandparent**
- **CNCS-LSA - Higher Ed**
- **CNCS-Retired Senior Volunteer Program**
- **CNCS-VISTA**
- **Education (K-12)-Elementary School**
- **Education (K-12)-Middle School**
- **Education (K-12)-School District**
- **Higher Education-CSU**
- **Higher Education-Independent College**
- **Media Organization-Local Print**
- **Media Organization-Local TV**
- **Media Organization-National Radio**
- **Media Organization-State Print**
- **Non-Profit Org.-Direct Service Provider**
- **Non-Profit Org.-Local Conservation Corps**
- **Non-Profit Org.-Policy and Advocacy**
- **Other**
- **Private Sector-Corporate Volunteer Program**
- **Private Sector-Private Sector Association**
- **Public Sector-Elected Official**
- **Public Sector-State Agency**
# 2018/2019 FIRST 5 SERVICE CORPS AMERICORPS PARTNERSHIP FORM

## AGENCY INFORMATION
- **Lead Agency Name:** Children and Families Commission for San Bernardino County
- **Street Address:** 735 E. Carnegie Drive, Suite 150
- **City:** San Bernardino
- **State:** CA
- **Zip:** 92408-3574

## PARTNERSHIP INFORMATION
- **Partner Organization Name:**
- **First Name:**
- **Middle Name:**
- **Last Name:**
- **Contact Organization Name:**
- **Title:**
- **Address:**
- **City:**
- **State:**
- **ZIP+4:**
- **Phone:**
- **Fax:**
- **County:**
- **Email:**
- **Website:**

## SITE PLACEMENT INFORMATION (IF APPLICABLE)
- **Is this a Placement Site?:**
- **Is this a Placement Site that is also a School Improvement Grant School (S/IG) and/or Priority School Identified by the CA Department of Education?:**
- **If "yes," enter the NCES School ID:**
- **# of 900-Hour Members:**
- **# of 1700-Hour Members:**
- **Site Supervisor:**
- **MSY Awarded:**

## PARTNER RESOURCES
- **Support Type:**
- **Financial Type:**
- **Cash Type:**
- **Amount:**
- **Description:**

## PARTNER ORGANIZATION INFO
- **CNCS-AMC National Direct**
- **CNCS-Foster Grandparent**
- **CNCS-LSA - Higher Ed**
- **CNCS-Retired Senior Volunteer Program**
- **CNCS-VISTA**
- **Education (K-12)-Elementary School**
- **Education (K-12)-Middle School**
- **Education (K-12)-School District**
- **Higher Education-CSU**
- **Higher Education-Independent College**
- **Media Organization-Local Print**
- **Media Organization-Local TV**
- **Media Organization-National Radio**
- **Media Organization-State Print**
- **Non-Profit Org.-Direct Service Provider**
- **Non-Profit Org.-Local Conservation Corps**
- **Non-Profit Org.-Policy and Advocacy**
- **Other**
- **Private Sector-Corporate Volunteer Program**
- **Private Sector-Private Sector Association**
- **Public Sector-Elected Official**
- **Public Sector-State Agency**
- **CNCS-CaIsServe Program**
- **CNCS-LSA - CBO**
- **CNCS-NCCC**
- **CNCS-Senior Companion**
- **Education (K-12)-County Office of Ed.**
- **Education (K-12)-High School**
- **Education (K-12)-School Association**
- **Higher Education-Community College**
- **Higher Education-Higher Ed Association**
- **Higher Education-UC**
- **Media Organization-Local Radio**
- **Media Organization-National Print**
- **Media Organization-National TV**
- **Non-Profit Org.-Civic Organization**
- **Non-Profit Org.-Faith Based Organization**
- **Non-Profit Org.-Non-Profit Association**
- **Non-Profit Org.-Volunteer Center**
- **Private Sector-Business Donations**
- **Private Sector-Foundations**
- **Public Sector-County Agency**
- **Public Sector-Local Agency**
# 2018/2019 FIRST 5 SERVICE CORPS AMERICORPS PARTNERSHIP FORM

## AGENCY INFORMATION
- **Lead Agency Name:** Children and Families Commission for San Bernardino County
- **Street Address:** 735 E. Carnegie Drive, Suite 150
- **City:** San Bernardino
- **State:** CA
- **Zip:** 92408-3574

## PARTNER INFORMATION
- **Partner Organization Name:**
- **First Name:**
- **Middle Name:**
- **Last Name:**
- **Contact Organization Name:**
- **Title:**
- **Address:**
- **City:**
- **State:**
- **ZIP+4:**
- **Phone:**
- **Fax:**
- **County:**
- **Email:**
- **Website:**

## SITE PLACEMENT INFORMATION (IF APPLICABLE)
- **Is this a Placement Site:**
- **Is this a Placement Site that is also a School Improvement Grant School (SIG) and/or Priority School identified by the CA Department of Education:**
- **If "yes," enter the NCES School ID:**
- **# of 900-Hour Members:**
- **Site Supervisor:**
- **MSY Awarded:**

## PARTNER RESOURCES
- **Support Type:**
- **Financial Type:**
- **Cash Type:**
- **Amount:**
- **Description:**

## PARTNER ORGANIZATION INFO
- **CNCS-AMC National Direct**
- **CNCS-Foster Grandparent**
- **CNCS-LSA - Higher Ed**
- **CNCS-Retired Senior Volunteer Program**
- **CNCS-VISTA**
- **Education (K-12)-Elementary School**
- **Education (K-12)-Middle School**
- **Education (K-12)-School District**
- **Higher Education-CSU**
- **Higher Education-Independent College**
- **Media Organization-Local Print**
- **Media Organization-Local TV**
- **Media Organization-National Radio**
- **Media Organization-State Print**
- **Non-Profit Org.-Direct Service Provider**
- **Non-Profit Org.-Local Conservation Corps**
- **Non-Profit Org.-Policy and Advocacy**
- **Other**
- **Private Sector-Corporate Volunteer Program**
- **Private Sector-Private Sector Association**
- **Public Sector-Elected Official**
- **Public Sector-State Agency**
- **CNCS-CalServe Program**
- **CNCS-LSA - CBO**
- **CNCS-NCCC**
- **CNCS-Senior Companion**
- **Education (K-12)-County Office of Ed.**
- **Education (K-12)-High School**
- **Education (K-12)-School Association**
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- **Higher Education-Higher Ed Association**
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- **Non-Profit Org.-Volunteer Center**
- **Private Sector-Business Donations**
- **Private Sector-Foundations**
- **Public Sector-County Agency**
- **Public Sector-State Agency**

---

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### 2017/2018 FIRST 5 SERVICE CORPS DISASTER & EMERGENCY RESPONSE INFORMATION

**PLEASE SUBMIT A COMPLETE RECORD FOR EACH COMMUNITY THAT YOU SERVE**

#### AGENCY INFORMATION

<table>
<thead>
<tr>
<th>Lead Agency Name:</th>
<th>Children and Families Commission for San Bernardino County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>735 E. Carnegie Drive, Suite 150</td>
</tr>
<tr>
<td>City:</td>
<td>San Bernardino</td>
</tr>
<tr>
<td>State:</td>
<td>CA</td>
</tr>
<tr>
<td>ZIP+4:</td>
<td>92408-3574</td>
</tr>
</tbody>
</table>

| Program Name:     | First 5 Service Corps                                     |
| Community Served: | San Bernardino County                                    |

#### PRIMARY EMERGENCY COORDINATOR INFORMATION

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Stack</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name:</td>
<td>Scranton</td>
</tr>
<tr>
<td>Title:</td>
<td>Business Support Manager</td>
</tr>
<tr>
<td>Street Address:</td>
<td>735 E. Carnegie Drive, Suite 150</td>
</tr>
<tr>
<td>City:</td>
<td>San Bernardino</td>
</tr>
<tr>
<td>State:</td>
<td>CA</td>
</tr>
<tr>
<td>ZIP+4:</td>
<td>92408-3574</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:sscranton@cfc.sbcounty.gov">sscranton@cfc.sbcounty.gov</a></td>
</tr>
<tr>
<td>Business Phone:</td>
<td>909-252-4282</td>
</tr>
<tr>
<td>Business Fax:</td>
<td>909-386-7703</td>
</tr>
<tr>
<td>Cell Phone:</td>
<td>951-347-6052 (personal cell phone)</td>
</tr>
<tr>
<td>Home Phone:</td>
<td></td>
</tr>
</tbody>
</table>

#### SECONDARY EMERGENCY COORDINATOR INFORMATION

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<th></th>
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<tbody>
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<tr>
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<tr>
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<tr>
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<td></td>
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<tr>
<td>Business Phone:</td>
<td></td>
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<tr>
<td>Business Fax:</td>
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<tr>
<td>Cell Phone:</td>
<td></td>
</tr>
<tr>
<td>Home Phone:</td>
<td></td>
</tr>
</tbody>
</table>

**HAVE YOUR MEMBERS RECEIVED TRAINING IN SAFETY AND EMERGENCY RESPONSE?**

☑ YES ☐ NO

**IF YES, PLEASE DESCRIBE THE TRAINING AND THE DATE BY WHICH THEY WILL HAVE COMPLETED IT:**

Each member is issued First 5 San Bernardino Employee Handbook, which addresses general safety, and the Department Emergency Operations Plan, which addresses emergency response. Once the members report to their sites, they receive training on classroom specific safety.
2017/2018 FIRST 5 SERVICE CORPS DISASTER & EMERGENCY RESPONSE INFORMATION

PLEASE SUBMIT A COMPLETE RECORD FOR EACH COMMUNITY THAT YOU SERVE

AGENCY INFORMATION

<table>
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</tr>
<tr>
<td>State:</td>
<td>CA</td>
</tr>
<tr>
<td>ZIP+4:</td>
<td>92408-3574</td>
</tr>
</tbody>
</table>

WHAT SAFETY AND EMERGENCY RESPONSE RESOURCES DOES YOUR PROGRAM HAVE ACCESS TO?

Each member has an emergency kit complete with first aid supplies, food and water. Safety drills are conducted at minimum annually. First 5 as an organization is equipped with limited additional supplies to respond to emergencies on site and partners with the County of San Bernardino’s Office of Emergency Services for response resources for any major incidents.

IS YOUR PROGRAM ABLE TO OFFER RESOURCES OR ASSISTANCE (INCLUDING MEMBER SERVICE TIME) TO ASSIST WITH A LOCAL DISASTER OR INCIDENT IN YOUR COMMUNITY?

☐ YES ☐ NO

IS YOUR PROGRAM ABLE TO OFFER RESOURCES OR ASSISTANCE (INCLUDING MEMBER SERVICE TIME) TO ASSIST WITH A DISASTER OR INCIDENT IN ANOTHER PART OF CALIFORNIA?

☐ YES ☐ NO
2018/2019 LABOR ORGANIZATION CERTIFICATION

LEAD AGENCY NAME: Children and Families Commission for San Bernardino County

PROGRAM NAME: First 5 Service Corps

APPLICANT MUST CHECK AT LEAST ONE OF THE BOXES AND SIGN BELOW

LABOR ORGANIZATION CONCURRENCE REQUIRED AND OBTAINED

☐ THE PROGRAM APPLICANT IS SERVING AS THE SERVICE SPONSOR, AND HAS OBTAINED THE WRITTEN CONCURRENCE OF ANY LOCAL LABOR ORGANIZATION REPRESENTING EMPLOYEES OF THE SERVICE SPONSOR WHO ARE ENGAGED IN THE SAME OR SUBSTANTIALLY SIMILAR WORK AS THAT PROPOSED TO BE CARRIED OUT. CONCURRENCE(S) ARE SUBMITTED WITH THIS CERTIFICATION. (42 U.S.C. § 12582(F)(1).)

LABOR ORGANIZATION CONSULTATION REQUIRED

☐ PRIOR TO THE PLACEMENT OF PARTICIPANTS, PROGRAM APPLICANT HAS CONSULTED WITH THE APPROPRIATE LOCAL LABOR ORGANIZATIONS, IF ANY, REPRESENTING EMPLOYEES IN THE AREA WHO ARE ENGAGED IN THE SAME OR SIMILAR WORK AS THAT PROPOSED TO BE CARRIED OUT BY SUCH PROGRAM TO ENSURE COMPLIANCE WITH THE FEDERAL NONDISPLACEMENT REQUIREMENTS, AS SET FORTH AT 42 U.S.C. SECTION 12637. (42 U.S.C. § 12583(C)(2).) DOCUMENTATION SHOWING SUCH CONSULTATION IS KEPT ON FILE WITH PROGRAM APPLICANT AND IS AVAILABLE FOR REVIEW UPON REQUEST.

NEITHER LABOR ORGANIZATION CONCURRENCE NOR LABOR ORGANIZATION CONSULTATION REQUIRED

☐ THE PROGRAM APPLICANT IS NOT REQUIRED TO OBTAIN LABOR ORGANIZATION CONCURRENCE, BECAUSE (1) IT IS NOT THE SERVICE SPONSOR, OR (2) THERE ARE NO LOCAL LABOR ORGANIZATIONS REPRESENTING EMPLOYEES OF THE SERVICE SPONSOR WHO ARE ENGAGED IN THE SAME OR SUBSTANTIALLY SIMILAR WORK AS THAT PROPOSED TO BE CARRIED OUT. THE PROGRAM APPLICANT IS ALSO NOT REQUIRED TO CONSULT WITH LABOR ORGANIZATIONS, BECAUSE THERE ARE NO APPROPRIATE LOCAL LABOR ORGANIZATIONS REPRESENTING EMPLOYEES IN THE AREA WHO ARE ENGAGED IN THE SAME OR SIMILAR WORK AS THAT PROPOSED TO BE CARRIED OUT BY THE PROGRAM APPLICANT.

Karen E. Scott
SIGNATURE OF APPLICANT REPRESENTATIVE

07/25/2018
DATE

Karen E. Scott, Executive Director
PRINT NAME AND TITLE OF PERSON SIGNING
2018/2019 FIRST 5 SERVICE CORPS LABOR UNION

NAME OF ORGANIZATION:  Children and Families Commission for San Bernardino County

NAME OF UNION(S):  Not Applicable

(A) FOR ORGANIZATIONS WITH A LABOR UNION

I, ________________________________ REPRESENTATIVE/AGENT OF THE ABOVE NAMED LABOR UNION DECLARE THAT THE PLACEMENT OF ________ PARTICIPANTS AT THE WORKSITES OPERATED BY __________________________ DO NOT AND WILL NOT INFRINGE ON THE RIGHTS OF OTHERS TO EMPLOYMENT IN THE __________________________ (ORGANIZATION)

SIGNED (UNION REPRESENTATIVE/DELEGATE) __________________________

DATE __________________________

(B) FOR ORGANIZATION WITHOUT A LABOR UNION

I, ________________________________ POSITION HELD __________________________ (ORGANIZATION) HEREBY DECLARE THAT OUR WORKERS ARE NOT UNIONIZED NOR ARE THEY REPRESENTED BY OR AFFILIATED WITH ANY LABOR UNION.

______________________________
SIGNED (REPRESENTATIVE OF THE GOVERNMENTAL ENTITY) __________________________

DATE __________________________
2018/2019 FRST 5 SC PERFORMANCE MEASURE TARGETS

AGENCY INFORMATION

Lead Agency Name: Children and Families Commission for San Bernardino County

The following information represents the Performance Measures that were submitted and approved by California Volunteers and CNCS as part of the 2018/2019 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 position is included in this Contract. SUBCONTRACTOR 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 25 hours of one-on-one GOLD Assessment school activities in social, emotional, literacy, and numeracy. Members administer GOLD Assessment 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 books reading 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 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 - Parenting 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 30 minutes per 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.

PRIMARY 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>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>141</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>120</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>1320</td>
<td>0</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>660</td>
<td>0</td>
</tr>
</tbody>
</table>

OUTCOME TARGETS

<table>
<thead>
<tr>
<th>OUTPUT TARGETS</th>
<th>PROGRAM OUTPUT TARGETS</th>
<th>SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Of 1,920 high need children receiving at least 35 hours of social emotional, literacy, and numeracy skills, 1,855 will meet age appropriate school readiness milestones in one or more areas.</td>
<td>1,855</td>
<td>116</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>72</td>
</tr>
<tr>
<td>Children will demonstrate gains in school readiness in terms of literacy skills.</td>
<td>1,245</td>
<td>78</td>
</tr>
<tr>
<td>Children will demonstrate gains in school readiness in terms of numeracy (math) skills.</td>
<td>1,090</td>
<td>63</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, 440 will demonstrate improved family literacy behavior.</td>
<td>440</td>
<td>0</td>
</tr>
</tbody>
</table>

PRIMARY 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.

**PRIMARY 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>198</td>
<td>7</td>
</tr>
<tr>
<td># Volunteers recruited for one-time activities</td>
<td>427</td>
<td>27</td>
</tr>
<tr>
<td># Volunteer hours for ongoing activities</td>
<td>432</td>
<td>27</td>
</tr>
<tr>
<td># Volunteer hours for one-time activities</td>
<td>658</td>
<td>53</td>
</tr>
</tbody>
</table>

**PRIMARY 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 RESULTS**

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) Training: supervision/coaching, & PCA CA webinars.
- Other training delivered throughout the year includes: 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 individual skill increases. Administered by Member Supervisor 3x per year.

**PRIMARY 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>265</td>
<td>8</td>
</tr>
<tr>
<td># Members that will increase knowledge and skills by 10%</td>
<td>76%</td>
<td>5 Members</td>
</tr>
</tbody>
</table>
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 (16U.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., F5SB Commission Chair
Print Name and Title
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First 5 Service Corps</strong></td>
<td><strong>AmeriCorps Contract</strong></td>
</tr>
<tr>
<td>1. This Contract is entered into between Prevent Child Abuse California and the Subcontractor named below:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>First 5 San Bernardino</td>
</tr>
<tr>
<td>2. Subcontractor’s D-U-N-S Number:</td>
<td>841114882</td>
</tr>
<tr>
<td>3. CFDA Name:</td>
<td>AmeriCorps</td>
</tr>
<tr>
<td>4. CFDA Number:</td>
<td>94.006</td>
</tr>
<tr>
<td>5. The Term of this Contract is:</td>
<td>August 16, 2018 through August 15, 2019</td>
</tr>
<tr>
<td>6. The maximum amount of this Contract shall not exceed:</td>
<td>$125,130.00</td>
</tr>
<tr>
<td>7. Number of 1,700-hour AmeriCorps members to be enrolled and retained:</td>
<td>6</td>
</tr>
<tr>
<td>8. Number of 900-hour AmeriCorps members to be enrolled and retained:</td>
<td>0</td>
</tr>
<tr>
<td>9. Last date to enroll 1,700-hour AmeriCorps members:</td>
<td>10/16/2018</td>
</tr>
<tr>
<td>10. Last date to enroll 900-hour AmeriCorps members:</td>
<td>2/15/2019</td>
</tr>
<tr>
<td>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:</td>
<td></td>
</tr>
<tr>
<td>Exhibit B:</td>
<td>45 CFR Chapter XXV, Sections 2520 – 2550 (&quot;45 CFR XXV&quot;), incorporated into this AmeriCorps Contract by reference and obtainable at: <a href="http://www.ecfr.gov/cgi-bin/text-idx?id=9e5466ae66b0b60241f448502b41433b&amp;mc=true&amp;tpl=/ecfrbrowse/Title45/45chapterXXV.tpl">http://www.ecfr.gov/cgi-bin/text-idx?id=9e5466ae66b0b60241f448502b41433b&amp;mc=true&amp;tpl=/ecfrbrowse/Title45/45chapterXXV.tpl</a></td>
</tr>
<tr>
<td>Exhibit C:</td>
<td>Terms and Conditions</td>
</tr>
<tr>
<td>Exhibit D:</td>
<td>Match Contribution</td>
</tr>
<tr>
<td>Exhibit E:</td>
<td>Program Scope of Services</td>
</tr>
<tr>
<td>Attachment E-2:</td>
<td>2018/2019 AmeriCorps Member Living Allowance Schedule (&quot;Living Allowance Schedule&quot;)</td>
</tr>
<tr>
<td>Exhibit F:</td>
<td>CaliforniaVolunteers Assurances and Certifications</td>
</tr>
<tr>
<td>12. Contract Number:</td>
<td>3-CM-SSB-FSB-18-19</td>
</tr>
<tr>
<td>13. Program Year:</td>
<td>2018-2019</td>
</tr>
<tr>
<td><strong>SUBCONTRACTOR:</strong></td>
<td><strong>PREVENT CHILD ABUSE CALIFORNIA</strong></td>
</tr>
<tr>
<td>First 5 San Bernardino</td>
<td>(&quot;PCA CA&quot;)</td>
</tr>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Sheila Boxley, President and CEO</td>
<td>Date</td>
</tr>
<tr>
<td>Print Name and Title</td>
<td>Stephanie Biegler, Chief Program Officer</td>
</tr>
<tr>
<td>Fiscal Contact Name and Title</td>
<td></td>
</tr>
<tr>
<td>Approved as to Content:</td>
<td></td>
</tr>
<tr>
<td>Department Head Signature (If Applicable)</td>
<td></td>
</tr>
<tr>
<td>Approved as to Form:</td>
<td></td>
</tr>
<tr>
<td>Print Name and Title</td>
<td></td>
</tr>
<tr>
<td>735 E. Carnegie Suite 150</td>
<td>4700 Roseville Road, Suite 102</td>
</tr>
<tr>
<td>San Bernardino, CA 92408</td>
<td>North Highlands, CA 95660</td>
</tr>
</tbody>
</table>

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.
XII. **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.

XIII. **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.

XIV. **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.

XV. **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.

XVI. **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 XVI.C 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 (6) 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.

   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 (AmeriCorps Member).
   b. **SUBCONTRACTOR** (or its Contractor) may not displace a volunteer by using a participant in a program receiving CNCS assistance (AmeriCorps Member).
   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 is limited to:

(1). Performing abortions*
(2). Being present in the room during an abortion in support of the woman or the procedure. *

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*Note: The asterisk (*) indicates that the activities are subject to additional regulations or conditions.
(3). Obtaining or providing medications to induce a medical abortion. *

k. Providing abortion services or referrals for receipt of such services; and

l. 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.

8. AmeriCorps members may not participate in un-awarded activities, those activities that are not reflected in a position description or the program’s performance measures.

9. AmeriCorps members may not primarily perform administrative tasks at the service site. AmeriCorps members primarily perform those activities reflected in their position description or the program’s performance measures.

10. AmeriCorps members may not earn service hours from home.

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. CaliforniaVolunteers;
   4. California State Auditor; and/or
   5. Any entity with a legal right to inspect or examine.

XXVIII. Grievance Procedure
PCAC A 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.cncsoig.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>6</th>
</tr>
</thead>
</table>

CASH MATCH CONTRIBUTION 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>19 HT</td>
<td>$13,800.00</td>
<td>$88,620.00</td>
<td>$102,420.00</td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td></td>
<td>$102,420.00</td>
</tr>
</tbody>
</table>
III. 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 PCA CA</th>
<th>Amount Due*</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 2018</td>
<td>By August 31st</td>
<td>NET 30</td>
<td>$13,800.00</td>
</tr>
<tr>
<td>August 2018</td>
<td>By September 31st</td>
<td>NET 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>September 2018</td>
<td>By October 30th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>October 2018</td>
<td>November 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>November 2018</td>
<td>December 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>December 2018</td>
<td>January 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>January 2019</td>
<td>February 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>February 2019</td>
<td>March 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>March 2019</td>
<td>April 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>April 2019</td>
<td>May 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>May 2019</td>
<td>June 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>June 2019</td>
<td>July 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>July 2019</td>
<td>August 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>August 2019</td>
<td>September 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
</tbody>
</table>

**Total:** $102,420.00

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 and active member cost.

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-monthly 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-monthly 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 $304.25 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 California Volunteers (“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 detention, **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 MyAmeriCorps 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
email 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 2018/2019 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 iEmployee 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 2018/2019 program year is:

<table>
<thead>
<tr>
<th>Education Award Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,700-hour Segal</td>
<td>$5,920.00</td>
</tr>
<tr>
<td>900-hour Segal</td>
<td>$2,960.00</td>
</tr>
</tbody>
</table>

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:
## Action | Pay Period | Cut-off Date | Enrollment BEFORE Cut-off Date | Enrollment ON or AFTER Cut-off Date
--- | --- | --- | --- | ---
**Enrollment** | 1<sup>st</sup> — 15<sup>th</sup> | 8<sup>th</sup> day of month | Full incremental payment | Prorated incremental payment
| 16<sup>th</sup> — end of month | 22<sup>nd</sup> day of month | Full incremental payment | Prorated incremental payment

## Action | Pay Period | Cut-off Date | Exit ON or BEFORE Cut-off Date | Exit AFTER Cut-off Date
--- | --- | --- | --- | ---
**Exit** | 1<sup>st</sup> — 15<sup>th</sup> | 8<sup>th</sup> day of month | Prorated incremental payment | Full incremental payment
| 16<sup>th</sup> — end of month | 22<sup>nd</sup> day of month | Prorated incremental payment | Full incremental payment

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

\[
\text{Incremental payment} \times \frac{\text{number of days of service performed}}{\text{Number of days in the pay period}}
\]

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 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.
The following information represents the Performance Measures that were submitted and approved by CaliforniaVolunteers and CNCS as part of the 2018/2019 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.

<table>
<thead>
<tr>
<th>PRIMARY PERFORMANCE MEASURE TITLE: SCHOOL READINESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEED</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>EXPECTED RESULTS</td>
</tr>
<tr>
<td>Output (the amount of service provided, people served, products created, or programs developed through planned intervention):</td>
</tr>
<tr>
<td>Children and parents receive school readiness activities and services.</td>
</tr>
<tr>
<td>Outcome (the changes or benefits that occur as a result of the intervention):</td>
</tr>
<tr>
<td>Children meet age-appropriate developmental school readiness milestones.</td>
</tr>
<tr>
<td>AMERICORPS MEMBER ACTIVITIES DESIGNED TO ACHIEVE EXPECTED RESULTS</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>MEASUREMENT TOOLS</td>
</tr>
<tr>
<td>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</td>
</tr>
<tr>
<td>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).</td>
</tr>
</tbody>
</table>
### OUTCOME - Raising a Reader Parent Survey

**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.

#### PRIMARY 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># 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>141</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>120</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>1,320</td>
<td>0</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>660</td>
<td>0</td>
</tr>
</tbody>
</table>

#### OUTCOME TARGETS

<table>
<thead>
<tr>
<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>
</tr>
<tr>
<td># Children will demonstrate gains in school readiness in terms of social and/or emotional development.</td>
<td>1,145</td>
</tr>
<tr>
<td># Children will demonstrate gains in school readiness in terms of literacy skills.</td>
<td>1,245</td>
</tr>
<tr>
<td># Children will demonstrate gains in school readiness in terms of numeracy (math) skills.</td>
<td>1,000</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>440</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>108</td>
<td>7</td>
</tr>
<tr>
<td># Volunteers recruited for one-time activities.</td>
<td>427</td>
<td>27</td>
</tr>
<tr>
<td># Volunteer hours for ongoing activities.</td>
<td>432</td>
<td>27</td>
</tr>
<tr>
<td># Volunteer hours for one-time activities.</td>
<td>855</td>
<td>53</td>
</tr>
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</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>
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</thead>
<tbody>
<tr>
<td># Members that will complete Core Training.</td>
<td>265</td>
<td>6</td>
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<table>
<thead>
<tr>
<th>OUTCOME TARGETS</th>
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<th>SUBCONTRACTOR-SPECIFIC OUTCOME TARGETS</th>
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<tbody>
<tr>
<td># Members that will increase knowledge and skills by 10%</td>
<td>76%</td>
<td>5 members</td>
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## EXHIBIT B
### 2018/19 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>8/1/18 – 8/15/18</td>
<td>8/16/18</td>
<td>8/17/18</td>
<td>8/24/18</td>
</tr>
<tr>
<td>8/16/18 – 8/31/18</td>
<td><strong>9/4/18</strong></td>
<td><strong>9/4/18</strong></td>
<td><strong>9/10/18</strong></td>
</tr>
<tr>
<td>9/1/18 – 9/15/18</td>
<td><strong>09/17/18</strong></td>
<td><strong>09/18/18</strong></td>
<td><strong>9/25/18</strong></td>
</tr>
<tr>
<td>9/16/18 – 9/30/18</td>
<td>10/1/18</td>
<td>10/2/18</td>
<td>10/10/18</td>
</tr>
<tr>
<td>10/1/18 – 10/15/18</td>
<td>10/16/18</td>
<td>10/17/18</td>
<td>10/25/18</td>
</tr>
<tr>
<td>10/16/18 – 10/31/18</td>
<td>11/1/18</td>
<td>11/2/18</td>
<td>11/9/18</td>
</tr>
<tr>
<td>11/1/18 – 11/15/18</td>
<td><strong>11/16/18</strong></td>
<td><strong>11/16/18</strong></td>
<td><strong>11/21/18</strong></td>
</tr>
<tr>
<td>11/16/18 – 11/30/18</td>
<td>12/3/18</td>
<td>12/4/18</td>
<td>12/10/18</td>
</tr>
<tr>
<td>12/1/18 – 12/15/18</td>
<td><strong>12/17/18</strong></td>
<td><strong>12/17/18</strong></td>
<td><strong>12/21/18</strong></td>
</tr>
<tr>
<td>12/16/18 – 12/31/18</td>
<td>1/2/19</td>
<td>1/3/19</td>
<td>1/10/19</td>
</tr>
<tr>
<td>1/1/19 – 1/15/19</td>
<td>1/16/19</td>
<td>1/17/19</td>
<td>1/25/19</td>
</tr>
<tr>
<td>1/16/19 – 1/31/19</td>
<td>2/1/19</td>
<td>2/1/19</td>
<td>2/8/19</td>
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<tr>
<td>2/1/19 – 2/15/19</td>
<td>2/18/19</td>
<td>2/19/19</td>
<td>2/25/19</td>
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<tr>
<td>2/16/19 – 2/28/19</td>
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<td><strong>3/18/19</strong></td>
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<td>4/10/19</td>
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<tr>
<td>4/1/19 – 4/15/19</td>
<td>4/16/19</td>
<td>4/17/19</td>
<td>4/25/19</td>
</tr>
<tr>
<td>4/16/19 – 4/30/19</td>
<td>5/1/19</td>
<td>5/2/19</td>
<td>5/10/19</td>
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<tr>
<td>5/1/19 – 5/15/19</td>
<td>5/16/19</td>
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<td>5/24/19</td>
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<tr>
<td>5/16/19 – 5/31/19</td>
<td>6/3/19</td>
<td>6/4/19</td>
<td>6/10/19</td>
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<tr>
<td>6/1/19 – 6/15/19</td>
<td>6/17/19</td>
<td>6/18/19</td>
<td>6/25/19</td>
</tr>
<tr>
<td>6/16/19 – 6/30/19</td>
<td>7/1/19</td>
<td>7/2/19</td>
<td>7/10/19</td>
</tr>
<tr>
<td>7/1/19 – 7/15/19</td>
<td>7/16/19</td>
<td>7/17/19</td>
<td>7/25/19</td>
</tr>
<tr>
<td>7/16/19 – 7/31/19</td>
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</tr>
<tr>
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</tr>
<tr>
<td>10/16/19 – 10/31/19</td>
<td><strong>11/1/19</strong></td>
<td><strong>11/1/19</strong></td>
<td><strong>11/8/19</strong></td>
</tr>
</tbody>
</table>

*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.*
**Subject**
Career Online High School in Partnership with San Bernardino County Library.

**Recommendations**
Approve Amendment A1 to Contract FS076 with San Bernardino County Library in support of the Career Online High School Initiative for Fiscal Year 2016-2019. (Presenter: Scott McGrath, Deputy Director, Systems and Impact, 242-4259.)

**Financial Impact**
None

**Background Information**
The San Bernardino County Library system is a dynamic network of 32 branch libraries located over a vast geographical area. Throughout the County, libraries are committed to improving and promoting literacy through services, programs and materials.

Through the County Library’s support and development of 0-5 programming, the library is aware that a parent’s literacy and education is a critical component to the literacy development of young children. Beginning in early 2016 and funded by the California State Library, the San Bernardino County Library offers scholarships for a service called “Career Online High School.”

This service offers adults ages 19 and older the opportunity to earn an accredited high school diploma and career certificate online. This program is open to eligible County residents who apply, complete an online assessment and prerequisite course before being interviewed for enrollment. Career Online High School is committed to the success of its participants.

Each learner is paired with an academic coach who will provide the student with an individual career path, provide guidance, evaluate their performance and connect the student with needed resources.

In November of 2016, the Commission approved a $100,000 contract with the County of San Bernardino Library to provide an additional 100 scholarships targeting the County of San Bernardino’s Preschool Services Department’s (PSD) parents with children under the age of 6 years old. The State library provided a $100,000 match due to this investment by the Commission.

As recommended by PSD’s Shared Governance Board members and one of the strategic goals of both PSD and F5SB, assisting parents with graduating high school or the equivalent is a priority. Research demonstrates that the lack of a high school diploma by a primary caregiver is highly correlated with the presence of maltreatment of children in the home.

This original contract term was December 7, 2016 through December 1, 2018. However, all 100 scholarships were purchased in Fiscal Year 2016-2017 with the intention of using them all by the end of the contract term. Due to the challenges in recruiting participants and assisting them to meet the prerequisite requirements for full enrollment, the point at which the funds are expended, there have only been 35 actively enrolled to date, including 4 graduates. At this time, this leaves the library with $65,000 or 65 unused scholarships. It is thereby requested that the Commission approve extension of the contract term to June 92.
30, 2019 so that Preschool Services Department parents are afforded this opportunity.

Offering this program would result in supporting several efforts to improve graduation and literacy countywide. These include the San Bernardino County Superintendent of Schools goal to increase graduation rates across the County and the County Vision initiatives of Cradle to Career and Vision2Read which aim to support improving literacy and supporting an individual’s path from school into a career. Participation in this program would instill confidence in parents, who in turn, model the importance of education for children.

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

SPA 1: Children and Families  
Goal: 1.3: Family and Community Support and Partnerships  
Objective: 1.3a: Children are free from abuse and neglect  
Objective: 1.3b: Families are resilient

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

Review  
Sophie Akins, Commission Counsel

<table>
<thead>
<tr>
<th>Report on Action as taken</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Action:</strong></td>
</tr>
<tr>
<td>Moved:</td>
</tr>
<tr>
<td>In Favor:</td>
</tr>
<tr>
<td>Opposed:</td>
</tr>
<tr>
<td>Abstained:</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
<tr>
<td>Witnessed:</td>
</tr>
</tbody>
</table>
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)
County of San Bernardino
County Library System

Address
777 West Rialto Avenue
San Bernardino, CA 92415

Phone
909-387-2273

Federal ID No.
95-600-2748

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

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

   A. This Contract is effective commencing December 7, 2016 and expires June 30, 2019, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

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

   X. NONDISCRIMINATION

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

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

2. Civil Rights Compliance

   Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract. Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.

D. Sexual Harassment

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

continued on next page
All other terms and conditions of this contract remain in full force and effect.

CHILDREN & FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

Maxwell Ohikhuare, M.D.
Commission Chair

Robert A. Lovingood
Chairman, Board of Supervisors

Dated

Official Stamp

Reviewed for Processing
Cindy Faulkner
Operations Manager

Approved as to Legal Form
Sophie Akins
Commission Counsel

Presented to Commission for Signature
Karen E. Scott
Executive Director

Date
Date
Date
Program Description:
Career Online High School offers adults age 19 and older, the opportunity to earn an accredited high school diploma and career certificate online. This program is open to eligible County residents who will apply, complete an online assessment and prerequisite course before being interviewed for enrollment – successful candidates will be given a seat to participate in the program. The primary objective of this intervention is child abuse prevention. Data indicates that risk of child abuse increases in families where the primary caregiver does not have a high school diploma. Each learner is paired with an academic coach who will provide the student with an individual career path, provide guidance, evaluate their performance and connect the student with needed resources. This opportunity will be offered to parents whose child(ren) are enrolled in Head-Start or Early Head-Start. Non-PSD clients may be enrolled but only with a referral from PSD staff. Participants must complete the program within 18 months of enrollment. Data entry will be the responsibility of San Bernardino County Pre-School Services Department.
# AGENCY INFORMATION

<table>
<thead>
<tr>
<th>Legal Entity</th>
<th>County of San Bernardino</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept./Division</td>
<td>County Library System</td>
</tr>
<tr>
<td>Project Name</td>
<td>Career Online High School</td>
</tr>
<tr>
<td>Address</td>
<td>777 E. Rialto Ave. San Bernardino, CA 92415</td>
</tr>
<tr>
<td>Phone #</td>
<td>909-387-2273</td>
</tr>
<tr>
<td>Phone #</td>
<td>909-387-2273</td>
</tr>
<tr>
<td>Fax #</td>
<td>909-387-2288</td>
</tr>
<tr>
<td>Website</td>
<td><a href="http://www.sbclib.org">www.sbclib.org</a></td>
</tr>
<tr>
<td>Program Site Address</td>
<td>No additional sites</td>
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# CONTACT INFORMATION

## SIGNING AUTHORITY

<table>
<thead>
<tr>
<th>Name</th>
<th>Michael Jimenez</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>777 E. Rialto Ave. San Bernardino, CA 92415</td>
</tr>
<tr>
<td>Direct Phone #</td>
<td>909-387-2258</td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:mjimenez@lib.sbcounty.gov">mjimenez@lib.sbcounty.gov</a></td>
</tr>
</tbody>
</table>

## CONTRACT REPRESENTATIVE

<table>
<thead>
<tr>
<th>Name</th>
<th>Liz Smith</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
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</tr>
<tr>
<td>Direct Phone #</td>
<td>909-387-2273</td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:Liz.smith@lib.sbcounty.gov">Liz.smith@lib.sbcounty.gov</a></td>
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</tbody>
</table>

## PROGRAM CONTACT

<table>
<thead>
<tr>
<th>Name</th>
<th>Andrew Mills</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>777 E. Rialto Ave. San Bernardino, CA 92415</td>
</tr>
<tr>
<td>Direct Phone #</td>
<td>909-387-2225</td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:Andrew.mills@lib.sbcounty.gov">Andrew.mills@lib.sbcounty.gov</a></td>
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</tbody>
</table>
First 5 San Bernardino
Strategy: Family

FISCAL CONTACT
Name: Steven Raughley
Title: Finance and Operations Chief
Address: 777 E. Rialto Ave.
San Bernardino, CA 92415
Direct Phone #: 909-387-2257
Fax #: __________________
E-Mail: Steven.Raughley@lib.sbcounty.gov

ADDITIONAL CONTACT (Describe): Program
Name: Jena Jacobsmeyer
Title: Librarian I
Address: 777 E. Rialto Ave.
San Bernardino, CA 92415
Direct Phone #: 909-387-2222
Fax #: __________________
E-Mail: Jennifer.Jacobsmeyer@lib.sbcounty.gov

PROGRAM INFORMATION

TYPE OF AGENCY
☐ Educational Institution
Describe: Choose an item.
☐ Government Agency
Describe: County
☐ Private Entity/Institution
Describe: Choose an item.
☐ Community-Based
Describe: Choose an item.

FIRST 5 FOCUS AREA STRATEGY

☐ Health
☐ Education
☐ Family
☐ Systems

☐ Early Screening and Intervention
☐ Early Education Programs
☐ Parent Education
☐ Integrated Systems Planning & Implementation

☐ Health Care Access
☐ Access to Quality Child Care
☐ Resource Center & Case Management
☐ Implementation

☐ Oral Health
☐ Quality Provider Programs
☐ Other:

☐ Other:
☐ Community Outreach
☐ Other:

PROGRAM DESCRIPTION
Career Online High School offers adults age 19 and older, the opportunity to earn an accredited high school diploma and career certificate online.

SERVICE AREA (LOCATIONS)
Program is Online
This program is open to eligible County residents who will apply, complete an online assessment and prerequisite course before being interviewed for enrollment. The primary objective of this intervention is child abuse preventing. Data indicates that risk of child abuse increases in families where the primary caregiver does not have a high school diploma. Each learner is paired with an academic coach who will provide the student with an individual career path, provide guidance, evaluate their performance and connect the student with needed resources. This opportunity will be offered exclusively to parents whose child(ren) are enrolled in Head-Start or Early Head-Start. Participants must complete the program within 18 months of enrollment. Data entry will be the responsibility of San Bernardino County Pre-School Services Department.

COMMISSION LEVEL OUTCOMES

The outcome goal of this program is to graduate 100 parents of 0-5 year old children throughout the County of San Bernardino.

ASSIGNED ANALYST: ________________________________

CONTRACT AMOUNT

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-2019</td>
<td>$100,000</td>
</tr>
<tr>
<td>Total</td>
<td>$100,000</td>
</tr>
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AGENDA ITEM 7
SEPTEMBER 12, 2018

Subject
Approve and authorize the release of Request for Qualifications (RFQ) 18-01 to seek a qualified firm or individual to serve as the Consultant for the development of a Maternal Health Systems Strategic Plan for the period of November 1, 2018 – December 31, 2019.
(Presenter: Ronnie Thomas, Section Manager, Systems/Communication, 252-4255)

Recommendations
Approve and authorize the release of the proposed RFQ for Maternal Health Systems Strategic Plan consulting services to support the development and implementation of a Maternal Health Systems framework specific to San Bernardino County.
(Presenter: Ronnie Thomas, Section Manager, Systems/Communication, 252-4255)

Financial Impact
$200,000 effective November 2018 through December 2019.

Background Information
First 5 San Bernardino (F5SB) recommends a release of the proposed RFQ for a qualified firm or individual to serve as the Consultant for the development of a Maternal Health Systems Strategic Plan. The Strategic Plan will support the development and implementation of a Maternal Health Systems (MHS) framework specific to San Bernardino County.

The Consultant for the development of the framework will support, maintain and help guide F5SB’s efforts around the following objectives associated with Maternal Health Systems San Bernardino (MHS-SB):

Objective 1: Facilitate the development of the MHS-SB Strategic Plan with a framework that will guide implementation of core components and strategies within the system.

Objective 2: Identify and map existing resources; Ensure appropriate partner engagement, communication and documentation to successfully implement core components of the Strategic Plan.

Objective 3: Develop and solidify a MHS-SB leadership team and workgroup membership

The First 5 San Bernardino Commission strives to ensure a system of equitable access to comprehensive prenatal and postnatal care for women, especially low-income and/or at risk pregnant women. A successful system is easily navigated and promotes efforts that seek to reduce infant mortality, preventable disease, support positive maternal mental health and reduce disparities in health outcomes.

The project period anticipated is November 1, 2018 through December 31, 2019. The selected Consultant will enter into a contract pending approval by the Commission that will not to exceed $200,000.
This contract supports SPA 2 of F5SB’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**
Sophie Akins, Commission Counsel
Request For Qualifications
for
Maternal Health Systems
RFQ 18-01
November 1, 2018 – December 31, 2019

First 5 San Bernardino
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408
(909) 386-7706
www.first5sanbernardino.org
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Attachments:  
A – Statements of Certification  
B – Local Preference Policy
I. INTRODUCTION
   
   A. Purpose

   First 5 San Bernardino, hereafter referred to as the “Commission”, is issuing this Request for Qualifications (RFQ) for a qualified firm or individual hereinafter referred to as “Consultant(s)” to serve as the Consultant for the development of a Maternal Health Systems Strategic Plan to support a Maternal Health Systems (MHS) framework specific to San Bernardino County. The Consultant for the development of the framework will support, analyze, coordinate and guide the Commission’s efforts around the following objectives associated with MHS:

   **Objective 1:** Facilitate the development of the MHS-SB Strategic Plan with a framework that will guide implementation of core components and strategies within the system.

   **Objective 2:** Identify and map existing resources; Ensure appropriate partner engagement, communication and documentation to successfully implement core components of the Strategic Plan.

   **Objective 3:** Develop and solidify Maternal Health System – San Bernardino (MHS-SB) leadership team and workgroup membership

   The Commission strives to insure a system of equitable access to comprehensive prenatal and postnatal care for women, especially low-income and/or at risk pregnant women. A successful system is easily navigated and promotes efforts that seek to reduce infant mortality, preventable disease, support positive maternal mental health and reduce disparities in health outcomes.

   The project period anticipated to be is November 1, 2018 through December 31, 2019. The selected Consultant will enter into a contract approved by the Commission not to exceed $200,000.

   B. Proposition 10 and First 5 San Bernardino

   The Commission was created by the passage of Proposition 10, the California Children and Families Act. In November 1998, voters passed this statewide ballot initiative to add a 50 cent tobacco tax on cigarette packs and tobacco products. The revenues collected must be directed toward promoting, supporting, and improving the early development of children prenatal through five years of age and to supporting the creation of integrated, comprehensive, and collaborative systems of services to enhance optimal early childhood development.

   To facilitate the direction of Proposition 10 funds at the local level, county commissions were established in each of the 58 counties in California. Each Commission is comprised of members appointed by the local county board of supervisors and each commission has independent authority over the administration of Proposition 10 funds in its county.


   This Strategic Plan outlines broad goals and more specific outcomes to support each goal. All funded projects of the Commission are designed to support the Commission in achieving these
goals. A copy of the Strategic Plan can be downloaded from our website at www.first5sanbernardino.org.

**First 5 San Bernardino Vision**
All children in San Bernardino County are healthy, safe, nurtured, eager to learn and ready to succeed.

**First 5 San Bernardino Mission**
Promote, support and enhance the health and early development of children prenatal through age five and their families and communities.

From First 5 San Bernardino Strategic Plan 2015-2020:

**Goal 1.1 Child Health:** Children prenatal through age 5 and their families can access the full spectrum of health and behavioral health services needed to enhance their well-being.

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Activities</th>
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</table>
| 1.1.a Families have access to resources and environments that support the total wellness of the child | • Support and sustain families’ access to healthy environments  
• Support and sustain families’ access to quality health care |
| 1.1.b Families are knowledgeable of and utilize available resources to manage their health | • Support health education, navigation and utilization  
• Connect children to local health providers to address their specific health needs |
| 1.1.c Children are born healthy | • Connect expectant parents with quality prenatal care and education |

**Desired Approach:**
The Commission has historically funded Maternal Health Services through separate initiatives with outcomes sought specific to separate identified areas of need. Included among these are recent investments in prenatal substance abuse screening and treatment, lactation support and improved oral health care during pregnancy (see descriptions of the initiatives below). While the outcomes achieved by these initiatives were mostly satisfactory, the Commission desires at this time to approach maternal health in a more holistic, comprehensive, and coordinated manner, ideally drawing on and enhancing resources and services that already exist for expecting and new mothers in San Bernardino County. Through a systems building strategy, the Commission desires to support improvement in pregnancy and birth outcomes through the promotion of evidenced-based practices, through advocacy to improve public policy and state legislation on issues that impact maternal and child health, and through providing leadership, education and support to families, professionals and the developed system of care. This “Systems” approach to identify and coordinate services to this population is not only more efficient in terms of the use of public dollars (Proposition 10) but also more efficient for the mothers using the services in that their needs can be addressed in total upon engagement in services. Strategies to move this work forward has been discussed to date with the San Bernardino County Department of Public Health and other stakeholders but, so far, no
formal effort has been made to begin to make them actionable. This has motivated the commission to seek a well-qualified, experienced consultant/contractor to lead this work.

Recent investments by First 5 San Bernardino in Maternal Health initiatives include:

- **Babies Optimal Nutrition and Ultimate Support (BONUS)** - Lactation support initiative including education materials for new mothers and healthcare providers and a 24 hr. lactation support warm-line.
- **Partnership for Healthy Mothers and Babies (PHMB)** - Perinatal Maternal substance abuse treatment and support. Programs included treatment for smoking cessation, alcohol, marijuana and more lethal drugs in both in-patient and out-patient settings.
- **Early Smiles** - Oral Health Program for children and pregnant women including screening, oral health education and support in the navigation of existing systems of care to access oral health needs.

II. **PROJECT TIMELINE**

1. **RFQ Release**

   Thursday, September 13, 2018

2. **Deadline for submission of questions**

   Wednesday, September 26, 2018

   Email: rrobinson@cfc.sbcounty.gov

   No later than 12 P.M., PST

3. **Deadline for qualifications submissions**

   Friday, October 12, 2018

   No later than 4:00 P.M., PST

4. **Tentative date for Commission approval**

   Wednesday, October 31, 2018

   The Successful Contractor must be present at the Commission Meeting for Contract Approval

5. **Contract start date**

   Thursday, November 1, 2018

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

A. **Period of Performance**

   The period of performance shall be for 14 months with the completion date of December 31, 2019.

B. **Admonition to Consultant(s)**

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

C. **Questions**

   Questions regarding the contents of this RFQ must be submitted in writing on or before 12 P.M. PST, Wednesday, September 26, 2018 and directed to Ronnie Robinson, Section
Manager, rrobinson@cfc.sbccounty.gov. The questions and answers will be compiled and posted on the First 5 San Bernardino website as an addendum to this RFQ.

D. Correspondence

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

First 5 San Bernardino
ATTN: Maternal Health Systems Consultant RFQ 18-01
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408

E. Qualifications Submission Deadline

All qualifications submissions must be received at the address listed in Paragraph D of this Section no later than 4 P.M. (PST) on Friday, October 12, 2018. Facsimile or electronically transmitted submissions will not be accepted. Postmarks will not be accepted in lieu of actual receipt. Late submissions will not be considered.

III. QUALIFICATIONS CONDITIONS

A. Contingencies

Funding for this project is contingent on the availability of California Children and Families Trust Fund monies. This RFQ does not commit the Commission to award a contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The Commission will award a contract based on the qualifications that best meet the needs of the Commission.

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

B. Modifications

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

C. Qualifications Submission

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

D. Inaccuracies or Misrepresentations

If in the course of the RFQ process or in the administration of a resulting contract, the Commission determines that the Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, the Consultant(s) may be terminated from the RFQ process or in the event a contract has been awarded, the contract may be immediately terminated.
In the event of a termination under this provision, the Commission is entitled to pursue any available legal remedies.

E. Incurred Costs

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

F. Qualifications Packet Confidentiality

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

NOTICE

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

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

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

G. Negotiations

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

H. Local Preference Policy

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

For the purposes of the applying the local preference policy (County Policy 11-12), “principal place of business” is defined as the vendor’s main office (or headquarters) or a major regional office. A “major regional office” is defined as a business location apart from the vendor’s main office (or headquarters) which:
1. Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of the procurement to which the vendor responds; and

2. Can demonstrate ongoing business activity in the field of endeavor on which the vendor is proposing, from that office during the preceding six (6) months; and

3. Has a minimum of 25% of the vendor’s fulltime management employees and 25% of its fulltime regular employees working from the San Bernardino County location(s).

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

IV. PROJECT REQUIREMENTS

A. Scope of Services

The Consultant for the development of the Maternal Health System – San Bernardino (MHS-SB) project will be tasked with the following activities related to the development of a Strategic Plan to include recommendations for the implementation of a multifaceted systemized approach to supporting optimal maternal health and outcomes. Successful implement objectives include the following activities:

- Facilitate and complete the development of the MHS-SB Strategic Plan and Core Objectives embedded within a MHS-SB framework.

  1. Support and facilitate information-gathering efforts with leadership team and workgroups to ensure sufficient data is collected to inform and solicit strategies that will guide the development of the MHS-SB framework and implementation plan.

  2. Utilize available resources to make recommendations of linking existing Maternal Health partnerships/services and identify any gaps that should be addressed.

  3. Support the process of selecting and onboarding Maternal Health service providers, maternal health professionals, voice and representation from the pregnancy population, advocacy and policy partners, etc., to collaborate with F5SB and such entities as San Bernardino County Department of Public Health’s Maternal Health section, local health plans, community clinics, health centers and others to achieve objectives.

- Ensure appropriate Maternal Health partner engagement, communication and documentation to successfully implement project objectives:

  1. Analyze, evaluate and catalog, broad landscape of existing maternal health system components across multi-sectors.

  2. Plan meeting agendas, convene stakeholders, develop communications tools and facilitate leadership team and workgroup meetings.
3. Coordinate and convene partners with expertise in screening/care coordination of systems, health care delivery, education and intervention services to support the planning and implementation of the MHS-SB framework.
4. Maintain documents appropriate to work plan documentation including meeting summaries, outcome updates and other communication items
5. Maintain communication with external and internal stakeholders as needed.

- Develop and solidify MHS-SB leadership team and workgroups:
  1. Build on existing partnership engagement efforts; Cultivate and onboard additional cross-sector partners as needed.
  2. Develop necessary tools and documents to support early infrastructure development efforts, including leadership and workgroup roles and responsibilities, work plans and timelines.
  3. Provide the necessary tactical, facilitation, administrative and communications support to leadership team and workgroups for the development of the MHS-SB strategic plan and core implementation components.

B. Summary of Desired Qualifications
- Experience with and knowledge of maternal health systems of care to include components such as breastfeeding education and support, optimal nutrition, the need and benefit for early screening and intervention, proactive maternal oral health care and existing services supporting maternal health such as Title V Maternal and Child Health, Women, Infants and Children (WIC) programs, Baby-Friendly Hospitals, March of Dimes, etc.
- Experience gathering information from cross-sector stakeholders, building consensus and identifying and achieving collaborative goals and objectives
- Experience with successful project design and implementation
- Experience collaborating with countywide agencies working in health, social services, intervention and/or educational systems
- Experience working with agencies that develop programs/strategic investments to achieve a measurable impact
- Experience incorporating best practices for the development of partnerships, work plans and timelines
- Knowledge of and experience with the development and support of committees, advisory boards, coalitions or an equivalent entity
- Experience in successfully collaborating with countywide leaders and stakeholders
- Experience with the development of meeting agendas and facilitation
- Experience utilizing efficient communication tools to facilitate workflow, reporting and timely updates
- Experience meeting programmatic objectives on time within allocated budget
- Adequate staffing to effectively complete activities and deliverables outlined in the RFQ
- Experience collecting/analyzing data and making recommendations to leadership
C. Work Product
All work papers prepared in connection with the contractual services will remain the property of the successful Consultant(s); however, all reports rendered to the Commission are the exclusive property of the Commission and subject to its use and control.

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

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

E. Reference Documents
The Commission has copies of the following materials available for review:


2. Clean Air Act (42 U.S.C. section 7606) [https://www.law.cornell.edu/uscode/text/42/7606]


7. Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 19860] and Debarment, Suspension, and Other Responsibility Matters (45 C.F.R. part 76) [http://www.epa.gov/isdc/eo12549.htm]


10. Office of Management and Budget (OMB) Circulars
V. CONTRACT REQUIREMENTS

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

A. General Responsibilities

1. Contractor Capacity

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

2. Contract Assignability

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

3. Conflict of Interest

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

4. Former Commission Administrative Officials

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

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

5. Subcontracting

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

6. Change of Address

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

7. Staffing and Notification

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

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

8. Contractor Primary Contact

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

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

9. Responsiveness

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

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

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

11. Indemnification and Insurance Requirements

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

a. **Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor’s indemnification obligation applies to the Commission’s “active” as well as “passive” negligence but does not apply to the Commission’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

b. **Additional Insured** – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

c. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the
Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.

d. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.

e. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.

f. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

g. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

h. **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

i. **Failure to Procure Coverage** – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.

j. **Insurance Review** – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional
types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission’s risk.

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

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

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

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

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

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

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

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

   (2) Products and completed operations.

   (3) Broad form property damage (including completed operations).
(4) Explosion, collapse and underground hazards.

(5) Personal injury

(6) Contractual liability.

(7) $2,000,000 general aggregate limit.

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

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

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

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

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

   or

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

   or

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

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

12. **Licenses and Permits**

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


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

14. Attorney’s Fees

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

15. Ownership Rights

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

16. Attribution

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

17. Pro-Children Act of 1994

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

18. Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.
To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County’s environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

19. Air, Water Pollution Control, Safety and Health

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

20. Debarment, Suspension, and Other Responsibility Matters

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

a. The Contractor certifies that it and any potential subcontractors:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

21. Recycled Paper Products

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

B. Fiscal Provisions

1. Payment Provisions

The Commission will disburse funds on a fee for service/reimbursement payment process based on the contract budget amount for the applicable fiscal year.
Reimbursements under this Contract will be limited to the obligations and expenditures specified in the Project Budget, included in Attachment B.

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

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

2. EFT Payments

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

3. Allowable Costs

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

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

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

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

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

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

4. Supplanting of Funds

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

5. Payment of Taxes

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

6. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the Commission, and State representatives for a period of five years after final payment under the Contract or until all pending Commission and State audits are completed, whichever is later.

7. Assistance by Contractor

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

C. Correction of Performance Deficiencies and Termination

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

- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
- Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
- Discontinue reimbursement to the contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;
- Withhold funds pending duration of the breach; and/or
- Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
- Immediately terminate this contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the contractor.
under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

2. The Executive Director, on behalf of the Commission, shall give Contractor notice of any action pursuant to this paragraph, which notice shall be effective when given.

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

VI. NONDISCRIMINATION

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

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

2. Civil Rights Compliance

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

D. Sexual Harassment

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

VII. IMPROPER CONSIDERATION

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

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

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

VIII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

The selected Consultant may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the 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 Consultant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.
In addition, the selected Consultant may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. “Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Consultant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

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

IX. QUALIFICATIONS SUBMISSION

A. General

1. All interested and qualified groups or individuals are invited to submit their qualifications for consideration. The qualified group or individual with prior experience working with a First 5 Commission is preferred. Submission of such qualifications indicates that the RFQ has been read and the entire contents of this RFQ is understood, including all attachments and addendums (as applicable) and agrees that all requirements of this RFQ have been satisfied.

2. Qualifications must be submitted in the format described in this Section. Qualifications are to be prepared and submitted in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ. Expensive bindings, folders, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

3. Qualifications submissions must be complete in all respects as required in this Section. Qualifications submissions may not be considered if they are conditional or incomplete.

4. Qualifications submissions must be received at the designated location, specified in Section II, Paragraph D – Correspondence, no later than the date and time specified in Section II, Paragraph E – Qualifications Submission Deadline.

5. All qualifications submissions and materials submitted become the property of the Commission.

B. Procedures for Submitting Qualifications Packet

1. Please submit one (1) original, which may be bound with a binder clip, and four (4) copies are required. The original copy must be clearly marked “Original”. If one copy is not clearly marked “Original”, the submission may be rejected. However, the Commission may at its sole option select, immediately after opening, one copy to be used as the Original Copy. If discrepancies are found between two or more copies of the submitted qualifications, the submission may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the 1 original and 4 copies (for a total of 5 copies) must be sealed and marked with the Consultant’s name and “RFQ 18-01 Maternal Health Systems Consultant.”

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

C. Submission Format

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

1. Cover Letter
2. Table of Contents
3. Corporate/Company/Agency Profile
4. Description of Services
5. Cost Proposal
6. Credential/Resumes/Certifications/Licenses
7. References
8. Evidence of Insurability/Business Licenses
9. Financial Information
10. Clarification/Exceptions/Deviations
11. Statement of Certification (Attachment A)
12. Local Preference Policy Form (Attachment B)

1. Cover Letter – Include a cover letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the Bidder submitting the proposal, which must include the following information:

   a. A statement that the Bidder is submitted in response to the Request for Qualifications for Maternal Health Systems Consultant RFQ 18-01.
   
   b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the Commission on behalf of the Bidder.
   
   c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit bids on behalf of the Bidder.
   
   d. A list of Former Commission Administrative Officials (as defined in Section V. A.4.) affiliated with the organization/firm. If none, so state.

   The cover letter must be signed by an authorized representative. Signature by an authorized representative of the organization on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the Commission to pursue any remedy authorized by law, which shall include the right, at the option of the Commission, of declaring any contract made as a result thereof, to be void.

2. Table of Contents - A complete table of contents for the entire qualifications submission with respective page numbers opposite each topic listed above.
3. Corporate/Company/Agency Profile – This section is designed to establish the bidder as an entity with the ability and experience to operate the project as specified in the RFQ. The Corporate/Company/Agency Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:
   a. Business name and legal business status (i.e., partnership, corporation, etc.);
   b. Proof of non-profit status, if applicable;
   c. Corporate/Company/Agency overview of services or activities performed include:
      i) The history of the bidder’s firm – include a brief history of the firm.
      ii) The number of years in business under the present business name, as well as prior business names.
      iii) Number of years experience providing the proposed, equivalent, or related services.
      iv) Corporate/Company/Agency hierarchy (President, Vice President, Company Officers, etc.) and organizational chart.
      v) Company size, number of staff, and proposed number of staff to provide services.
      vi) Location of the office from which the work under this contract will be provided and the staff allocation at that office.
   d. Whether the bidder holds controlling or financial interests in any other organization, or is owned or controlled by any other person or organization, if none, so state.

4. Description of Services – All qualifications submissions must include a detailed description of the services to be rendered, including but not limited to the following:
   A written general understanding to the requirements in the scope of services as detailed in the RFQ, Section IV., A-B, including:
   i) Provide a work plan or description of how the work will be performed.
   ii) Give precise detail on your project reporting mechanisms. Include:
      1) A complete description of how the interaction between the bidder’s company and the Commission will take place to ensure that the services are performed and to the Commission’s satisfaction, including resolving problems that may be encountered during the project.
      2) Time of work; detail timeframe and phases of work.
      3) Describe the bidder’s company policies regarding this project to ensure proper compliance and quality assurance.
      4) Provide the bidder’s company background checking procedures and company utilized.
   iv) Indicate whether or not the bidder will subcontract portion(s) of the work. If so, indicate the name of the subcontractor and the portion of the work which will be subcontracted.
5. Cost Proposal – In this section, please complete and include a cost proposal and narrative describing expenditures appropriate to the deliverables outlined in the Scope of Services. Bidders may also include any other documents as information to further explain the proposed costs. Proposals must fully describe all costs to charges to Commission as part of this project. Bidders must fully explain inclusive blended rates, which include all of the bidder’s project-related or supported expenses.

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

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

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

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

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

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

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

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

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

10. Clarification, Exceptions or Deviations – All bidder(s) shall describe any exception or deviation from requirements of the RFQ. Each clarification exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that affect shall be included in this section. The following contractual terms are nonnegotiable:

- Indemnification
- All insurance terms
- Termination
- Ownership/Use of Contract Materials and Products (if applicable)
- Disputes
- Governing Law

11. Statements of Certifications (Attachment A) – Complete and include Attachment A in your response to this RFQ.

12. Local Preference Policy Form (Attachment B) – Complete and include Attachment B in your response to this RFQ.

X. QUALIFICATIONS EVALUATION AND SELECTION

A. Evaluation Process

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

B. Evaluation Criteria

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

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

   a. Must be complete as set forth in Section X – Qualifications Submission, subsection – C Qualification Submission Format including all required documents, and be in compliance with all the requirements of this RFQ.

Failure to meet these requirements will result in a rejected qualifications submission. Incomplete packages (those missing information/required documents) will be disqualified. No package shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the Commission to be immaterial or inconsequential. In such cases, the Commission may elect to waive the deficiency and accept the package. Unsuccessful Consultant(s) in the Administrative Review phase will not have the option to submit an appeal.
2. Critical Evaluation - Submissions meeting the above requirements will be evaluated on the basis of the following criteria, (not necessarily in order of priority):
   a. Cost
   b. Proposed Program Services and Strategies
   d. Readiness to provide services
   e. Experience
   f. Staffing levels and qualifications

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

C. Contract Award

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

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

D. Appeals

In response to a denied award, Consultant may protest, provided the appeal is in writing, is delivered to the address listed, and submitted within five (5) business days of the date on the notification of a denied award. Grounds for an appeal are that the Commission failed to follow the selection procedures and adhere to requirements specified in the RFQ and any addenda or amendments; there has been a violation of conflict of interest provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. Only agency proposer that has submitted a RFQ in compliance with the RFQ 18-01 and addenda or amendments may present a protest to the Commission. An appeal submitted by any other parties or individuals, including potential subcontractors, employees or unrelated entities, will not be considered and shall be automatically rejected.

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

The appeal must include the following: 1) reference to the RFQ for Annual Audit and Report 18-01 Appeal; 2) basis of appeal; 3) supporting documentation and statements (optional); and 4) name, position, address, telephone, facsimile numbers, and email for agency point of contact for the appeal.

E. Final Authority

The final authority to award a Contract rests solely with the Children and Families Commission for San Bernardino County.
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<th>Statement</th>
<th>Initial</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. All declarations in the bid and any attachments are true and shall constitute a warranty, the falsity of which shall entitle the Commission to pursue any remedy by law.</td>
<td></td>
</tr>
<tr>
<td>2. Will provide the Commission with any other information requested and necessary for an accurate determination of the Bidder’s ability to perform services as proposed.</td>
<td></td>
</tr>
<tr>
<td>3. Will permit official representatives of First 5 San Bernardino access to its facilities, staff, and records in conducting pre-award correspondence and/or site visits in connection with this bid.</td>
<td></td>
</tr>
<tr>
<td>4. Hereby authorizes First 5 San Bernardino to contact any references and/or sources named, herein, in order to verify funding, accreditation, performance, and other information deemed necessary for review of this bid.</td>
<td></td>
</tr>
<tr>
<td>5. Will provide services as described, herein, at the price stipulated, herein, from November 1, 2018 and continuing through June 30, 2020. The price(s) contained herein is/are the same as charged to all other individuals or organizations contracted for and/or receiving the same services. All material facts presented in this bid shall be binding and included as part of the contract, if the proposal is selected and a contract awarded.</td>
<td></td>
</tr>
<tr>
<td>6. All aspects of the bid, including cost, have been determined independently, without consultation with any other prospective Bidder or competitor for the purpose of restricting competition.</td>
<td></td>
</tr>
<tr>
<td>7. If selected and awarded a contract, the Bidder agrees to comply with all applicable rules, laws, and regulations, along with the terms of the contract.</td>
<td></td>
</tr>
</tbody>
</table>

Signature (Authorized Signer) ___________________________ Date ____________

Print Name, Title ___________________________

Agency/Company ___________________________

Address ___________________________

City, State Zip Code ___________________________
Please check all that apply:

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

______________________________________________ ______________________________
Signature (Authorized Signer) Date

______________________________________________
Print Name

______________________________________________
Company/Agency

______________________________________________
Address
AGENDA ITEM 8
SEPTEMBER 12, 2018

<table>
<thead>
<tr>
<th>Subject</th>
<th>Amended and Restated Non-Financial Memorandum of Understanding with County of San Bernardino Preschool Services Department.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remarks</td>
<td>Approve amended and restated non-financial Memorandum of Understanding (MOU) with the County of San Bernardino Preschool Services Department (PSD) to provide literacy, math skills, and social and emotional development skills for eligible PSD children through the use of AmeriCorps members for the period of July 25, 2018 through September 30, 2020. (Presenter: Staci Scranton, Business Support Manager, 252-4282)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Impact</th>
<th>None.</th>
</tr>
</thead>
</table>

| Background Information | On July 11, 2018, the Commission approved a non-financial MOU with the PSD that would allow AmeriCorps members to provide literacy, numeracy, and social-emotional development skills to eligible PSD children at four (4) PSD sites. At the direction of the Commission to expand the First 5 AmeriCorps School Readiness program, the proposed amended and restated MOU will allow AmeriCorps members to serve at any PSD site. The total number of sites will vary each fiscal year depending on available funding, recruitment and the AmeriCorps members’ service area. Pending Commission approval, this amended and restated MOU shall be effective July 25, 2018 through September 30, 2020. This MOU aligns with the Strategic Priority Area (SPA) 1 of First 5 San Bernardino’s Strategic Plan and Goal 1.2 Early Learning. SPA 1: Goal 1.2 Early Learning: Children birth through age 5 benefit from high quality early childhood care and education, family engagement, and support that prepares all children to reach their optimal potential in school and life. |

| Review | Sophie Akins, Commission Counsel |

<table>
<thead>
<tr>
<th>Report on Action as taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>Action:</td>
</tr>
<tr>
<td>Moved:</td>
</tr>
<tr>
<td>Second:</td>
</tr>
<tr>
<td>In Favor:</td>
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<tr>
<td>Opposed:</td>
</tr>
<tr>
<td>Abstained:</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
<tr>
<td>Witnessed:</td>
</tr>
</tbody>
</table>
IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino Preschool Services Department, hereinafter called PSD, desires to provide School Readiness Educational Services to economically disadvantaged children; and

WHEREAS, the Children and Families Commission for San Bernardino County, hereinafter called Commission, has entered into a Prevent Child Abuse California Contract for AmeriCorps member slots to assist in the provision of such services; and

WHEREAS, PSD desires to host AmeriCorps members at PSD sites and Commission agrees to administer such placement; and

NOW THEREFORE, PSD and Commission mutually agree to the following terms and conditions:
I. DEFINITIONS

A. **AmeriCorps Members (School Coach)** – Individuals who serve in a volunteer capacity to provide developmental skill-building activities to children ages 2 to 5 in early care and education environments.

B. **Assessment** – The process of measuring the child’s level of abilities, knowledge, and age-appropriate mastery in literacy, math skills and social-emotional development. Assessment is conducted in the beginning (pre) within the first five (5) hours of service delivery and in the end (post) of participation utilizing the Teaching Strategies GOLD Assessment tools.

C. **Corporation for National and Community Service (CNCS)** – A U.S. federal government agency that engages Americans in service through SeniorCorps, AmeriCorps, and Learn and Serve America, and other national service initiatives, and is the nation’s largest annual grantmaker supporting service and volunteering. CNCS, formerly known as the "Corporation for National Service" or "CNS", was created as an independent agency of the United States government by the National and Community Service Trust Act of 1993.

D. **Children and Families Commission for San Bernardino County** – The Children and Families Commission for San Bernardino County (First 5 San Bernardino or Commission) was created in December, 1998 in order to realize the benefits of Proposition 10 (California Children and Families Act) for the County’s youngest residents and their families. The act created a program for the purpose of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age.

E. **Human Services (HS)** – A system of integrated services, where the programs and resources of nine County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.

F. **Participant** – Children ages 2 to 5 enrolled in early care and education environments within the identified PSD sites.

G. **Performance Measures** – Contractually bound aggregate outputs and outcomes for the program between the Commission and Prevent Child Abuse California, delivered through AmeriCorps Members to participants at identified PSD sites.

H. **Preschool Services Department (PSD)** – PSD provides Head Start, Early Head Start, and State Preschool programs that include comprehensive child development and family services comprised of education, health, nutrition, parent involvement, and psychological services for children ages 0 to 5 and their families. The overall goal of these programs is to increase the health and school readiness of disadvantaged children and increase the self-sufficiency of low-income families. Head Start and State Preschool programs have been operating in San Bernardino County since 1965. Since 1999, PSD has provided these programs through a combination of direct and contracted services.

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

J. **School Readiness Services** – Educational activities that prepare young children to enter kindergarten. For the purposes of this program, educational activities consist of literacy, math skills, and social emotional development.

K. **Teaching Strategies GOLD Assessment** – An ongoing (pre & post) observational assessment system for assessing children from birth through kindergarten. Grounded in 38 research-based objectives that include predictors of school success and are fully aligned with the Common Core State

II. **PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to define roles and responsibility in the efforts of the Commission and PSD to provide school readiness support to preschool-age children who are identified as eligible for services from any combination of the two agencies.

III. **COMMISSION RESPONSIBILITIES**

Commission shall:

A. Utilize AmeriCorps members to provide School Readiness activities to economically disadvantaged children age 2 to 5 at any PSD site.

B. Supervise AmeriCorps members as outlined in the Program Scope of Services of the Commission’s contract with AmeriCorps (Attachment B).

C. Provide resources that will assist AmeriCorps members in providing supportive services to children who are identified as eligible to receive services to achieve school-readiness.

D. Identify a management liaison to interact with PSD staff regarding AmeriCorps member’s attendance, verification of timecards, and performance of service delivery.

E. Provide assessment of children and implementation of supportive services through AmeriCorps members for identified children in order to support the educational growth of the children as identified in the 2018-2020 Performance Measures (Attachment A).

F. Provide information related to Commission resources available, as requested, for children and families in need.

G. As the Project Administrator, maintain project oversight and fiscal responsibilities as identified in the 2018-2020 Performance Measures (Attachment A).

H. Ensure that any/all national service signage displayed at service sites is in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives.

IV. **PSD RESPONSIBILITIES**

PSD shall:

A. Serve as the host for sites and provide reasonable accommodations for AmeriCorps members to assist children in a one-to-one or small group setting to meet performance objectives.

B. Allow service sites to display signage with national service identification as provided by First 5 San Bernardino and Prevent Child Abuse California.

D. Adhere to the following provisions of prohibited activities:

General Prohibited Activities

1. Supplantation. AmeriCorps 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. AmeriCorps assistance may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization.

3. Political activity. AmeriCorps 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. AmeriCorps assistance may not be used to impair existing contracts for services or collective bargaining agreements.

5. Non-duplication. AmeriCorps 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 (6) of this section are met, AmeriCorps 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.

   a. PSD 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 AmeriCorps assistance.
   b. PSD may not displace a volunteer by using a participant in a program receiving AmeriCorps 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 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. PSD must, at a 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 non-displacement 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 any of the above activities on their own initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.
E. 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. PSD must not employ AmeriCorps members in any capacity while AmeriCorps members are providing service under a PCA CA Member Contract.

3. AmeriCorps members must not transport clients, children, and/or families in their personal automobile during service hours unless authorized by the Commission and PSD in writing, if applicable.

4. AmeriCorps members must not have contact with clients during non-service hours. All client contact must be pre-approved by PSD and the applicable Service Site Supervisor.

5. AmeriCorps members must not participate in gambling during service hours.

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

F. Refer appropriate children identified as needing supportive services to work with AmeriCorps members as identified in the 2018-2020 Performance Measures (Attachment A).

G. Allow AmeriCorps members to conduct pre/post assessments to measure math skills, literacy, and social emotional competencies for each child receiving supportive services as identified in the 2018-2020 Performance Measures (Attachment A).

H. Assign appropriate PSD Staff (Site Supervisor) to serve as a liaison to the AmeriCorps member while on site and maintain regular contact with the Commission liaison.

I. Arrange for appropriate Releases of Information/Consents as applicable.

V. MUTUAL RESPONSIBILITIES

A. The County and the Commission are authorized self-insured entities for purposes of Professional Liability, General Liability, Automobile Liability, Abuse/Sexual Misconduct, and Workers’ Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this MOU.

B. Each party shall defend, indemnify and hold the other party, its Authorized Representative (as defined below), officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorneys’ fees, or claims for injury or damages arising out of the performance of this MOU from any cause whatsoever, including any costs or expenses incurred by the indemnifying party, except as prohibited by law.

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

The Commission shall require the excess carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Commission and the Commission’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Commission hereby waives all rights of subrogation against the County.

C. The Commission and PSD agree that AmeriCorps members are insured pursuant to the Terms and Conditions of the Commission’s contract with AmeriCorps (Attachment B).
D. The Commission and PSD agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU, and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.

E. The Commission and PSD agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through the Commission and PSD mutual chains of command, as deemed necessary.

F. The Commission and PSD agree to develop and implement protocols and forms necessary to administer and document program referral, participation, compliance, and effectiveness.

G. The Commission and PSD agree to develop procedures for resolving grievances including the specific steps a participant must follow and the time limits for resolution.

VI. FISCAL PROVISIONS

There shall be no financial remuneration to or from either party for any services provided under this MOU.

VII. RIGHT TO MONITOR AND AUDIT

A. Commission staff, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the AmeriCorps members at PSD sites in the delivery of services provided under this MOU. Full cooperation shall be given by PSD in any auditing or monitoring conducted.

B. PSD shall cooperate with the Commission in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.

C. All records pertaining to service delivery and records shall be available for examination and audit by Commission staff, federal and state representatives for a period of three (3) years after termination of the MOU or until all pending county, state, and federal audits are completed, whichever is later. Records of PSD which do not pertain to the services under this MOU shall not be subject to review or audit unless provided in this MOU or another agreement. Technical program data shall be retained locally by the Commission and made available upon the Commission’s reasonable advance written notice or turned over to PSD.

D. PSD shall provide all reasonable facilities and assistance for the safety and convenience of the Commission’s representative 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 PSD.

VIII. TERM

This MOU is effective as of July 25, 2018 through September 30, 2020, but may be terminated earlier in accordance with provisions of Section XI of this MOU.

IX. EARLY TERMINATION

This MOU may be terminated without cause upon thirty (30) days written notice by either party. The PSD Director is authorized to exercise PSD's rights with respect to any termination of this MOU. The Commission Director, or his/her appointed designee, has authority to terminate this MOU on behalf of the Commission.
X. GENERAL PROVISIONS

A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document 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.

B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, 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 MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

C. Commission shall ensure that AmeriCorps members are cleared through Department of Justice (DOJ) via PCA CA and through the County’s DOJ clearance system. DOJ records shall be obtained for 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 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof.

D. Commission and PSD shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. Commission and PSD shall not use or disclose any identifying information for any other purpose other than carrying out the service obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.
XI. CONCLUSION

A. This MOU, consisting of ten (10) pages and Attachments A and B, is the full and complete document describing services to be rendered by Commission to PSD including all covenants, conditions, and benefits.

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

BOARD OF SUPERVISORS

►

Robert A. Lovingood, Chairman, Board of Supervisors

Dated: ________________________________

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By ________________________________

Deputy

CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature – sign in blue ink)

Name Maxwell Ohikhuare, M.D.

(Print or type name of person signing contract)

Title Commission Chair

(Print or Type)

Dated: ________________________________

Address 735 East Carnegie Drive

San Bernardino, CA 92408

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Adam Ebright, County Counsel

Date ________________________________

Reviewed for Contract Compliance

►

Jennifer Mulhall-Daudel, Contracts Manager

Date ________________________________

Reviewed/Approved by Department

►

Diana Alexander, Director,
Preschool Services Department

Date ________________________________
ATTACHMENT A  
2018/2019 PERFORMANCE MEASURES

The following information represents the Performance Measures that were submitted and approved by California Volunteers and CNCS as part of the 2018/21 First 5 Service Corps proposal. As such, they reflect the statewide aggregate outputs and outcomes for the program. The COMMISSION (SUBCONTRACTOR) is responsible for meeting its specific outputs and outcomes, a subset of the aggregate values. The COMMISSION (SUBCONTRACTOR) Performance Measure targets are dependent upon the full enrollment of the number of AmeriCorps member positions included in this Contract. The COMMISSION (SUBCONTRACTOR) shall vigorously pursue 100% retention of AmeriCorps members.

<table>
<thead>
<tr>
<th>PRIMARY PERFORMANCE MEASURE TITLE: SCHOOL READINESS</th>
</tr>
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<tbody>
<tr>
<td>NEED</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>EXPECTED RESULTS</td>
</tr>
<tr>
<td>Output (the amount of service provided, people served, products created, or programs developed through planned intervention):</td>
</tr>
<tr>
<td>Children and parents receive school readiness activities and services.</td>
</tr>
<tr>
<td>Outcome (the changes or benefits that occur as a result of the intervention):</td>
</tr>
<tr>
<td>Children meet age-appropriate developmental school readiness milestones.</td>
</tr>
<tr>
<td>AMERICORPS MEMBER ACTIVITIES DESIGNED TO ACHIEVE EXPECTED RESULTS</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>MEASUREMENT TOOLS</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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).</td>
</tr>
</tbody>
</table>
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></td>
<td>2,250</td>
<td>141</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></td>
<td>1,920</td>
<td>120</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></td>
<td>1,320</td>
<td>0</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></td>
<td>660</td>
<td>0</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 141 high need children receiving at least 35 hours of social emotional, literacy, and numeracy skills, 116 will meet age appropriate school readiness milestones in one or more areas they had not initially met.</td>
<td>1,855</td>
<td>116</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>72</td>
</tr>
<tr>
<td># Children will demonstrate gains in school readiness in terms of literacy skills.</td>
<td>1,245</td>
<td>78</td>
</tr>
<tr>
<td># Children will demonstrate gains in school readiness in terms of numeracy (math) skills.</td>
<td>1,000</td>
<td>63</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, 0 will demonstrate improved family literacy behaviors.</td>
<td>440</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>108</td>
<td>7</td>
</tr>
<tr>
<td># Volunteers recruited for one-time activities.</td>
<td>427</td>
<td>27</td>
</tr>
<tr>
<td># Volunteer hours for ongoing activities.</td>
<td>432</td>
<td>27</td>
</tr>
<tr>
<td># Volunteer hours for one-time activities.</td>
<td>855</td>
<td>53</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>265</td>
<td>6</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># Members that will increase knowledge and skills by 10%.</td>
<td>76%</td>
<td>5 members</td>
</tr>
</tbody>
</table>
1. This Contract is entered into between Prevent Child Abuse California and the Subcontractor named below:
   **First 5 San Bernardino**

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, 2018 through August 15, 2019**

6. The maximum amount of this Contract shall not exceed: **$125,130.00**

7. Number of 1,700-hour AmeriCorps members to be enrolled and retained: **6**

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

9. Last date to enroll 1,700-hour AmeriCorps members: **10/16/2018**

10. Last date to enroll 900-hour AmeriCorps members: **2/15/2019**

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:** 2018 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-cncs-grants](http://www.nationalservice.gov/resources/terms-and-conditions-cncs-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?Id=9e5466ae66b0b60241f448502b41433b&mc=true&tpl=/ecfrbrowse/Title45/45chapterXXV.tpl](http://www.ecfr.gov/cgi-bin/text-idx?Id=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:** 2018/2019 Performance Measures (“Performance Measures”)
   - **Attachment E-2:** 2018/2019 AmeriCorps Member Living Allowance Schedule (“Living Allowance Schedule”)
   - **Exhibit F:** California Volunteers Assurances and Certifications


13. Program Year: **2018-2019**

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**SUBCONTRACTOR:**

**First 5 San Bernardino**

**PREVENT CHILD ABUSE CALIFORNIA**

(“PCA CA”)

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Signature: __________________________
Date: __________________________
Sheila Boxley, President and CEO

Print Name and Title: __________________________
Stephanie Biegler, Chief Program Officer

Fiscal Contact Name and Title: __________________________

Approved as to Content: __________________________

Department Head Signature (If Applicable): __________________________

Approved as to Form: __________________________

Print Name and Title: __________________________
735 E. Carnegie Suite 150
San Bernardino, CA 92408

Print Name and Title: __________________________
4700 Roseville Road, Suite 102
North Highlands, CA 95660
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. 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.
XII. **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.

XIII. **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.

XIV. **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.

XV. **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.

XVI. **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 XVI.C 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”.

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**Exhibit C**

Page 3 of 13
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 (6) 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.

   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 (AmeriCorps Member).
   b. **SUBCONTRACTOR** (or its Contractor) may not displace a volunteer by using a participant in a program receiving CNCS assistance (AmeriCorps Member).
   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 is limited to:
   (1) Performing abortions*
   (2) Being present in the room during an abortion in support of the woman or the procedure. *
(3). Obtaining or providing medications to induce a medical abortion.

k. Providing abortion services or referrals for receipt of such services; and

l. 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.

8. AmeriCorps members may not participate in un-awarded activities, those activities that are not reflected in a position description or the program’s performance measures.

9. AmeriCorps members may not primarily perform administrative tasks at the service site. AmeriCorps members primarily perform those activities reflected in their position description or the program’s performance measures.

10. AmeriCorps members may not earn service hours from home.

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. CaliforniaVolunteers;
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.cncsoig.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:

| # of 900-HR Members: | 0 | # of 1,700-HR Members: | 6 |

CASH MATCH CONTRIBUTION 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>19 HT</td>
<td>$13,800.00</td>
<td>$88,620.00</td>
<td>$102,420.00</td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td></td>
<td>$102,420.00</td>
</tr>
</tbody>
</table>
III. 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 PCA CA</th>
<th>Amount Due*</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 2018</td>
<td>By August 31st</td>
<td>NET 30</td>
<td>$13,800.00</td>
</tr>
<tr>
<td>August 2018</td>
<td>By September 31st</td>
<td>NET 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>September 2018</td>
<td>By October 30th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>October 2018</td>
<td>November 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>November 2018</td>
<td>December 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>December 2018</td>
<td>January 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>January 2019</td>
<td>February 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>February 2019</td>
<td>March 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>March 2019</td>
<td>April 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>April 2019</td>
<td>May 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>May 2019</td>
<td>June 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>June 2019</td>
<td>July 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>July 2019</td>
<td>August 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
<tr>
<td>August 2019</td>
<td>September 15th</td>
<td>Net 30</td>
<td>$6,816.92</td>
</tr>
</tbody>
</table>

Total: $102,420.00

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 and active member cost.

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-monthly 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-monthly 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 $304.25 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.
EXHIBIT E
PROGRAM SCOPE OF SERVICES

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://capamerico.rps.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, 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 MyAmeriCorps 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 email 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 2018/2019 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 iEmployee 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:
      - Earned a full Segal AmeriCorps Education Award;
      - Earned a partial Segal AmeriCorps Education Award; or
      - 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 2018/2019 program year is:

<table>
<thead>
<tr>
<th>Award</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,700-hour Segal</td>
<td>$5,920.00</td>
</tr>
<tr>
<td>AmeriCorps Education Award</td>
<td></td>
</tr>
<tr>
<td>900-hour Segal</td>
<td>$2,960.00</td>
</tr>
<tr>
<td>AmeriCorps Education Award</td>
<td></td>
</tr>
</tbody>
</table>

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:
### Action Pay Period Cut-off Date Enrollment BEFORE Cut-off Date Enrollment ON or AFTER Cut-off Date

<table>
<thead>
<tr>
<th>Enrollment</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>
</tr>
</thead>
<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; — 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>8&lt;sup&gt;th&lt;/sup&gt; day of month</td>
<td>Full incremental payment</td>
<td>Prorated incremental payment</td>
<td></td>
</tr>
<tr>
<td>16&lt;sup&gt;th&lt;/sup&gt; — end of month</td>
<td>22&lt;sup&gt;nd&lt;/sup&gt; day of month</td>
<td>Full incremental payment</td>
<td>Prorated incremental payment</td>
<td></td>
</tr>
</tbody>
</table>

### Action Pay Period Cut-off Date Exit ON or BEFORE Cut-off Date Exit AFTER Cut-off Date

<table>
<thead>
<tr>
<th>Exit</th>
<th>Pay Period</th>
<th>Cut-off Date</th>
<th>Exit ON or BEFORE Cut-off Date</th>
<th>Exit AFTER Cut-off Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; — 15&lt;sup&gt;th&lt;/sup&gt;</td>
<td>8&lt;sup&gt;th&lt;/sup&gt; day of month</td>
<td>Prorated incremental payment</td>
<td>Full incremental payment</td>
<td></td>
</tr>
<tr>
<td>16&lt;sup&gt;th&lt;/sup&gt; — end of month</td>
<td>22&lt;sup&gt;nd&lt;/sup&gt; day of month</td>
<td>Prorated incremental payment</td>
<td>Full incremental payment</td>
<td></td>
</tr>
</tbody>
</table>

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

\[
\text{Incremental payment} \times \frac{\text{number of days of service performed}}{\text{Number of days in the pay period}}
\]

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 term 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.


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 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
2018/2019 PERFORMANCE MEASURES

The following information represents the Performance Measures that were submitted and approved by CaliforniaVolunteers and CNCS as part of the 2018/2019 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.

<table>
<thead>
<tr>
<th>PRIMARY PERFORMANCE MEASURE TITLE: SCHOOL READINESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEED</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>EXPECTED RESULTS</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>Outcome (the changes or benefits that occur as a result of the intervention): Children meet age-appropriate developmental school readiness milestones.</td>
</tr>
<tr>
<td>AMERICORPS MEMBER ACTIVITIES DESIGNED TO ACHIEVE EXPECTED RESULTS</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>MEASUREMENT TOOLS</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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).</td>
</tr>
</tbody>
</table>
**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/per 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 <strong>will start</strong> in a CNCS-supported early childhood education program.</td>
<td>2,250</td>
<td>141</td>
<td></td>
</tr>
<tr>
<td># Economically disadvantaged children or children with exceptional needs that <strong>will complete</strong> participation in a CNCS-supported early childhood education program.</td>
<td>1,920</td>
<td>120</td>
<td></td>
</tr>
<tr>
<td># Parents of economically disadvantaged children that <strong>will begin</strong> 5 hours of family literacy training on book sharing with their child.</td>
<td>1,320</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td># Parents of economically disadvantaged children that <strong>will complete</strong> 5 hours of family literacy training on book sharing with their child.</td>
<td>660</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OUTCOME TARGETS</th>
<th>PROGRAM OUTPUT TARGETS</th>
<th>SUBCONTRACTOR-SPECIFIC OUTPUT 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 <strong>will meet</strong> age appropriate school readiness milestones in one or more areas they had not initially met.</td>
<td>1,855</td>
<td>116</td>
</tr>
<tr>
<td># Children will <strong>demonstrate gains</strong> in school readiness in terms of <strong>social and/or emotional development</strong>.</td>
<td>1,145</td>
<td>72</td>
</tr>
<tr>
<td># Children will <strong>demonstrate gains</strong> in school readiness in terms of <strong>literacy skills</strong>.</td>
<td>1,245</td>
<td>78</td>
</tr>
<tr>
<td># Children will <strong>demonstrate gains</strong> in school readiness in terms of <strong>numeracy (math) skills</strong>.</td>
<td>1,000</td>
<td>63</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, <strong>336 will demonstrate</strong> improved family literacy behaviors.</td>
<td>440</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>108</td>
<td>7</td>
</tr>
<tr>
<td># Volunteers recruited for one-time activities.</td>
<td>427</td>
<td>27</td>
</tr>
<tr>
<td># Volunteer hours for ongoing activities.</td>
<td>432</td>
<td>27</td>
</tr>
<tr>
<td># Volunteer hours for one-time activities.</td>
<td>855</td>
<td>53</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>265</td>
<td>6</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># Members that will increase knowledge and skills by 10%.</td>
<td>76%</td>
<td>5 members</td>
</tr>
</tbody>
</table>
# EXHIBIT B
## 2018/19 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>
</tr>
</thead>
<tbody>
<tr>
<td>8/1/18 – 8/15/18</td>
<td>8/16/18</td>
<td>8/17/18</td>
<td>8/24/18</td>
</tr>
<tr>
<td>8/16/18 – 8/31/18</td>
<td>9/4/18</td>
<td>9/4/18</td>
<td>9/10/18</td>
</tr>
<tr>
<td>9/1/18 – 9/15/18</td>
<td>09/17/18</td>
<td>09/18/18</td>
<td>9/25/18</td>
</tr>
<tr>
<td>9/16/18 – 9/30/18</td>
<td>10/1/18</td>
<td>10/2/18</td>
<td>10/10/18</td>
</tr>
<tr>
<td>10/1/18 – 10/15/18</td>
<td>10/16/18</td>
<td>10/17/18</td>
<td>10/25/18</td>
</tr>
<tr>
<td>10/16/18 – 10/31/18</td>
<td>11/1/18</td>
<td>11/2/18</td>
<td>11/9/18</td>
</tr>
<tr>
<td>11/1/18 – 11/15/18</td>
<td>11/16/18</td>
<td>11/16/18</td>
<td>11/21/18</td>
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<tr>
<td>11/16/18 – 11/30/18</td>
<td>12/3/18</td>
<td>12/4/18</td>
<td>12/10/18</td>
</tr>
<tr>
<td>12/1/18 – 12/15/18</td>
<td>12/17/18</td>
<td>12/17/18</td>
<td>12/21/18</td>
</tr>
<tr>
<td>12/16/18 – 12/31/18</td>
<td>1/2/19</td>
<td>1/3/19</td>
<td>1/10/19</td>
</tr>
<tr>
<td>1/1/19 – 1/15/19</td>
<td>1/16/19</td>
<td>1/17/19</td>
<td>1/25/19</td>
</tr>
<tr>
<td>1/16/19 – 1/31/19</td>
<td>2/1/19</td>
<td>2/1/19</td>
<td>2/8/19</td>
</tr>
<tr>
<td>2/1/19 – 2/15/19</td>
<td>2/18/19</td>
<td>2/19/19</td>
<td>2/25/19</td>
</tr>
<tr>
<td>2/16/19 – 2/28/19</td>
<td>3/1/19</td>
<td>3/1/19</td>
<td>3/8/19</td>
</tr>
<tr>
<td>3/1/19 – 3/15/19</td>
<td>3/18/19</td>
<td>3/18/19</td>
<td>3/25/19</td>
</tr>
<tr>
<td>3/16/19 – 3/31/19</td>
<td>4/1/19</td>
<td>4/2/19</td>
<td>4/10/19</td>
</tr>
<tr>
<td>4/1/19 – 4/15/19</td>
<td>4/16/19</td>
<td>4/17/19</td>
<td>4/25/19</td>
</tr>
<tr>
<td>4/16/19 – 4/30/19</td>
<td>5/1/19</td>
<td>5/2/19</td>
<td>5/10/19</td>
</tr>
<tr>
<td>5/1/19 – 5/15/19</td>
<td>5/16/19</td>
<td>5/17/19</td>
<td>5/24/19</td>
</tr>
<tr>
<td>5/16/19 – 5/31/19</td>
<td>6/3/19</td>
<td>6/4/19</td>
<td>6/10/19</td>
</tr>
<tr>
<td>6/1/19 – 6/15/19</td>
<td>6/17/19</td>
<td>6/18/19</td>
<td>6/25/19</td>
</tr>
<tr>
<td>6/16/19 – 6/30/19</td>
<td>7/1/19</td>
<td>7/2/19</td>
<td>7/10/19</td>
</tr>
<tr>
<td>7/1/19 – 7/15/19</td>
<td>7/16/19</td>
<td>7/17/19</td>
<td>7/25/19</td>
</tr>
<tr>
<td>7/16/19 – 7/31/19</td>
<td>8/1/19</td>
<td>8/2/19</td>
<td>8/9/19</td>
</tr>
<tr>
<td>8/1/19 – 8/15/19</td>
<td>8/16/19</td>
<td>8/16/19</td>
<td>8/23/19</td>
</tr>
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<td>9/25/19</td>
</tr>
<tr>
<td>9/16/19 – 9/30/19</td>
<td>10/1/19</td>
<td>10/2/19</td>
<td>10/10/19</td>
</tr>
<tr>
<td>10/1/19 – 10/15/19</td>
<td>10/16/19</td>
<td>10/17/19</td>
<td>10/25/19</td>
</tr>
<tr>
<td>10/16/19 – 10/31/19</td>
<td>11/1/19</td>
<td>11/1/19</td>
<td>11/8/19</td>
</tr>
</tbody>
</table>

*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.*
AGENDA ITEM 9
SEPTEMBER 12, 2018

Subject

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 2018-2019 for three (3) AmeriCorps service member positions to provide home visitation program services at a cost not to exceed $53,340 in matching funds.

B. Authorize Executive Director to enter into an agreement with PCA CA for Fiscal Year 2018-2019 for AmeriCorps service member mileage reimbursement. Mileage reimbursement not to exceed $12,000.

(Presenter: Staci Scranton, Business Support Manager, 252-4282)

Financial Impact

Background Information
For the past nine years, First 5 San Bernardino (F5SB) has partnered with Prevent Child Abuse California (PCA CA) by investing matching dollars to support AmeriCorps positions providing school readiness activities in preschools throughout San Bernardino County. Last year, we expanded our partnership by participating in the pilot of the Prevent Abuse Through Home Visitation (PATH) program. Through PATH, AmeriCorps members provided home visitation utilizing an evidence based curriculum to 30 families and 54 children between the ages of 0-5 in San Bernardino County.

The PATH program is partially funded by a federal grant that was awarded to PCA CA to expand their successful Birth and Beyond home visiting program statewide. F5SB’s share of costs is $17,780 per 1700 hours AmeriCorps member for a total in the amount of $53,340 for Fiscal Year 2018-2019. This member cost 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. Healthcare coverage costs are included. However, if a member chooses not to elect healthcare coverage that amount will not be expended in the contract.

In addition to the member costs, F5SB will enter into an agreement with PCA CA for AmeriCorps member mileage costs in the amount of $12,000 for home visits and case management activities.

The requested funding for the administration and for matching funds to implement the PATH program in an amount not to exceed $65,340 for FY 2018-2019 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.

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 31, 2018 Commission meeting contracting with PCA CA to implement the program.

Review
Sophie Akins, Commission Counsel
<table>
<thead>
<tr>
<th>Report on Action as taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>Action:</td>
</tr>
<tr>
<td>Moved: _________________  Second: ______________</td>
</tr>
<tr>
<td>In Favor:</td>
</tr>
<tr>
<td>Opposed:</td>
</tr>
<tr>
<td>Abstained:</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
<tr>
<td>Witnessed:</td>
</tr>
</tbody>
</table>
September 12, 2018

Prevent Child Abuse California
4700 Roseville Road, Suite 102
North Highlands, CA 95660
Attn: Summer Rolfe-Irish, PATH Project Manager

Re: Intent to participate in the Prevent Abuse Through Home Visitation (PATH)

Dear Summer,

This letter is to express our intent to participate in Prevent Abuse Through Home Visitation during the 2018/2019 program year with an anticipated start date of October 1, 2018 or later.

First 5 San Bernardino intends to recruit/enroll the following number of AmeriCorps members:

<table>
<thead>
<tr>
<th># of 900-HR Members:</th>
<th># of 1,700-HR Members:</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

First 5 San Bernardino understands and agrees that the cash match contribution for this slot allocation is $53,340.00. 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>
</tr>
</thead>
<tbody>
<tr>
<td>October 2018</td>
<td>By October 31st</td>
<td>NET 30</td>
<td>$6,900.00</td>
</tr>
<tr>
<td>October 2018</td>
<td>By November 15th</td>
<td>NET 30</td>
<td>$3,572.31</td>
</tr>
<tr>
<td>November 2018</td>
<td>December 15th</td>
<td>Net 30</td>
<td>$3,572.31</td>
</tr>
<tr>
<td>December 2018</td>
<td>January 15th</td>
<td>Net 30</td>
<td>$3,572.31</td>
</tr>
<tr>
<td>January 2019</td>
<td>February 15th</td>
<td>Net 30</td>
<td>$3,572.31</td>
</tr>
<tr>
<td>February 2019</td>
<td>March 15th</td>
<td>Net 30</td>
<td>$3,572.31</td>
</tr>
<tr>
<td>March 2019</td>
<td>April 15th</td>
<td>Net 30</td>
<td>$3,572.31</td>
</tr>
<tr>
<td>April 2019</td>
<td>May 15th</td>
<td>Net 30</td>
<td>$3,572.31</td>
</tr>
<tr>
<td>May 2019</td>
<td>June 15th</td>
<td>Net 30</td>
<td>$3,572.31</td>
</tr>
<tr>
<td>June 2019</td>
<td>July 15th</td>
<td>Net 30</td>
<td>$3,572.31</td>
</tr>
<tr>
<td>July 2019</td>
<td>August 15th</td>
<td>Net 30</td>
<td>$3,572.31</td>
</tr>
<tr>
<td>August 2019</td>
<td>September 15th</td>
<td>Net 30</td>
<td>$3,572.31</td>
</tr>
<tr>
<td>September 2019</td>
<td>October 15th</td>
<td>Net 30</td>
<td>$3,572.31</td>
</tr>
<tr>
<td>October 2019</td>
<td>November 15th</td>
<td>Net 30</td>
<td>$3,572.31</td>
</tr>
</tbody>
</table>

Total: $53,340.00

Sincerely,

____________________________________________________
Signature
Karen E. Scott ______________________        Executive Director
Print Name                                                              Title

CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY
735 EAST CARNEGIE DRIVE, SUITE 150, SAN BERNARDINO, CALIFORNIA 92408
909.386.7706   FAX 909.386.7703    WWW.FIRST5SANBERNARDINO.ORG
2018/2019 SUBMISSION INSTRUCTIONS

THIS WORKBOOK CONTAINS ALL OF THE FORMS AND INSTRUCTIONS NECESSARY TO ENSURE A SUCCESSFUL CONTRACTING PROCESS.

WE THANK YOU IN ADVANCE FOR YOUR PARTICIPATION!

CELLS FILLED IN YELLOW REQUIRE DATA ENTRY

IMPORTANT!

DUNS NUMBER

Pursuant to the 2015 General Terms and Conditions (for AmeriCorps Programs), you must provide PCA CA with your DUNS Number, which will then be included in your 2018-2019 AmeriCorps Contract. If you do not have a DUNS number, you can obtain one from Dun and Bradstreet, Inc. by calling 866-705-5711, or online at http://fedgov.dnb.com/webform. A DUNS Number is free to all businesses required to register with the Federal government for contracts or grants.

PCA CA cannot enter into contract with your agency without your DUNS number: please contact us if you need to obtain one.

RISK ASSESSMENT

2 CFR Part 200 requires all recipients of Federal funding to complete a pre-award risk assessment on each subrecipient prior to entering into subawards or subcontracts. The Administrative and Cost Principles apply to new subawards and subcontracts made after 12/26/2014. By answering the questions with this workbook, which are in alignment with Federal guidance, you will be helping PCA CA ensure compliance with the new requirements.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. IF YOU ARE UNCLEAR AS TO HOW TO PROCEED, PLEASE CONTACT FRANK PEREZ AT fperez@thecapcenter.org or 916-244-1982

189
After completing the workbook and obtaining all supporting information (certificate(s) of insurance and audit), print each tab and sign/date where applicable. Place all items in an envelope, and mail to:

PREVENT CHILD ABUSE CALIFORNIA  
4700 ROSEVILLE ROAD, SUITE 102  
NORTH HIGHLANDS, CA 95660  
ATTN: FRANK PEREZ - PCA CA AMERICORPS SUBCONTRACTING

You must also submit your completed workbook via email to Frank Perez at fperez@thecapcenter.org
<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Name (Must match DUNS)</td>
<td>Children and Families Commission for San Bernardino County</td>
</tr>
<tr>
<td>DUNS Number</td>
<td>841114882</td>
</tr>
<tr>
<td>Street Address</td>
<td>735 E. Carnegie Drive, Suite 150</td>
</tr>
<tr>
<td>City</td>
<td>San Bernardino</td>
</tr>
<tr>
<td>State</td>
<td>CA</td>
</tr>
<tr>
<td>ZIP+4</td>
<td>92408-3574</td>
</tr>
<tr>
<td>Main Contact/Title</td>
<td>Staci Scranton, Business Support Manager</td>
</tr>
<tr>
<td>Telephone</td>
<td>909-252-4282</td>
</tr>
<tr>
<td>Cell Phone</td>
<td>951-347-6052</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:sscrenton@cfc.sbcounty.gov">sscrenton@cfc.sbcounty.gov</a></td>
</tr>
<tr>
<td>Fiscal Agency Name</td>
<td>Same as above</td>
</tr>
<tr>
<td>Fiscal Contact/Title</td>
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</tr>
<tr>
<td>Street Address</td>
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</tr>
<tr>
<td>City</td>
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<tr>
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<td>Same as above</td>
</tr>
<tr>
<td>ZIP+4</td>
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<tr>
<td>Telephone</td>
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<tr>
<td>Cell Phone</td>
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<tr>
<td>Email</td>
<td>Same as above</td>
</tr>
<tr>
<td>Select Fiscal Year Start</td>
<td>July</td>
</tr>
<tr>
<td>Select Fiscal Year End</td>
<td>June</td>
</tr>
</tbody>
</table>
# 2018/2019 PATH DOCUMENT CHECKLIST

## AGENCY INFORMATION

**Lead Agency Name:** Children and Families Commission for San Bernardino County

## DOCUMENTS CHECKLIST

<table>
<thead>
<tr>
<th>Included</th>
<th>N/A</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔️</td>
<td></td>
<td>Risk Assessment. TAB 4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>National Service Criminal History Check <em>(ONLY IF CONTRIBUTING IN-KIND MATCH)</em>. TAB 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Supporting Documents (Insurance Certificate) TAB 6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Match and Match Certification. TAB 7</td>
</tr>
<tr>
<td></td>
<td>✔️</td>
<td>Professional Liability Insurance Certification, if applicable. TAB 8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>eGrants User Access Form. TAB 9</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Partnership Form(s). Complete one form for your own agency, and one form for each service site. TAB 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Disaster and Emergency Response Information. TAB 11</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Labor Organization Certification. TAB 12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Labor Union Concurrence, if applicable. TAB 12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Electronic copy of your agency's most recent audited financials, or A-133 (if applicable).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Performance Measure Targets. TAB 14</td>
</tr>
</tbody>
</table>

## PREPARED BY:

Staci Scranton, Business Support Manager

SIGNATURE

---

192
2018/2019 PATH RISK ASSESSMENT

2 CFR Part 200 requires all recipients of Federal funding to complete a pre-award risk assessment on each subrecipient prior to entering into subawards or subcontracts. The Administrative and Cost Principles apply to new subawards and subcontracts made after 12/26/2014. By answering the questions below, which are in alignment with Federal guidance, you will be helping PCA CA ensure compliance with the new requirements.

AGENCY INFORMATION

Lead Agency Name: Children and Families Commission for San Bernardino County

Agency's Contract Experience:

Types of Contract (check all that apply)

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
<th>Not Sure</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>AmeriCorps</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Other Federal</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>State</td>
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</tr>
<tr>
<td>Local</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (please describe:)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Program Complexity

1. How many individuals are employed by your agency? 22
2. On a scale of 1 to 5, what level of priority is AmeriCorps to your agency? 5
3. On a scale of 1 to 5, to what degree does your agency’s management understand the AmeriCorps program? 5
4. On a scale of 1 to 5, what is the commitment of your agency’s management to the AmeriCorps program? 5
5. How many of your agency program staff are required for the AmeriCorps program at its peak activity? 2
6. Does your agency maintain written policies and procedures regarding the AmeriCorps program, other than those provided by PCA CA? Yes
7. If you answered “yes” to question 6 how often are the policies and procedures updated? As Needed
8. Does your agency have consistent and reliable internet access to enable webinar attendance and facilitate online electronic timekeeping for AmeriCorps members? Yes
9. On a scale of 1 to 5, how accessible to your agency is an IT professional who can identify and resolve IT issues that could impede your ability to communicate with PCA CA? 5
10. Will all AmeriCorps members be serving at one Service Site? No
11. If you answered “no” to question 10 will you have more than one Service Site? Yes
12. If you answered “yes” to question 11 will some AmeriCorps members serve at multiple Service Sites? Yes
13. If your agency works with multiple Service Sites, how far away is the furthest Service Site? 30
14. If you contract with any other party to complete any aspect of the AmeriCorps program? Yes
15. If you answered “yes” to question 14, how many separate contracts will be associated with the AmeriCorps program? 1
16. Will some AmeriCorps members report to more than one Service Site Supervisor? Yes
17. What percentage of the Service Site Supervisor’s time will be dedicated to the AmeriCorps program? 50%
18. Will an individual be designated to support members during any absences of the Service Site Supervisor? Yes
19. Are the facilities of all Service Sites sufficient (will members have a space to serve from, computer, internet access, telephone, etc.) to conduct and/or deliver AmeriCorps program activities? Yes

Fiscal Complexity

1. Is your agency fiscal department ok with a monthly invoicing schedule? Yes
2. Have you been debarred or suspended from receiving Federal Funds? No
3. Does your Agency understand FEDERAL FUNDS may only be used as match to AmeriCorps programs if a) authorized by statute, or b) approved in writing by the federal agency granting the funds? Yes

AmeriCorps Program Staff (as listed in your agency’s budget)

<table>
<thead>
<tr>
<th>Position</th>
<th>Tenure</th>
<th>Licensed/Certified</th>
<th>Education</th>
<th>Describe Other Education</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Support Manager</td>
<td>3-10</td>
<td>No</td>
<td>Some College</td>
<td></td>
</tr>
<tr>
<td>Staff Analyst II</td>
<td>&lt;1</td>
<td>Yes</td>
<td>Bachelor's Degree</td>
<td></td>
</tr>
<tr>
<td>ENTER TITLE</td>
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</tr>
</tbody>
</table>

AmeriCorps Administrative/Fiscal Staff (ONLY if contributing In-Kind Match)

<table>
<thead>
<tr>
<th>Position</th>
<th>Tenure</th>
<th>Licensed/Certified</th>
<th>Education</th>
<th>Describe Other Education</th>
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</tr>
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193
CERTIFICATION
I certify to the best of my knowledge and belief that this program assessment is correct and complete.

Karen E. Scott, Executive Director

Authorized Certifying Official Name

Signature/Date
2018/2019 PATH NATIONAL SERVICE CRIMINAL HISTORY CHECK AUTHORIZATION

EACH INDIVIDUAL PROVIDING SUPERVISION FOR AMERICORPS MEMBERS, AND LISTED AS PROVIDING IN-KIND SUPPORT, MUST COMPLETE THIS AUTHORIZATION PRIOR TO UNDERGOING A NATIONAL SERVICE CRIMINAL HISTORY CHECK.

EACH INDIVIDUAL MUST SUBMIT A COPY OF A GOVERNMENT-ISSUED PHOTO ID TO BE USED IN CONDUCTING THE NATIONAL SERVICE CRIMINAL HISTORY CHECK.

AGENCY INFORMATION

| Lead Agency Name: | Children and Families Commission for San Bernardino County |
| Service Site Name: | 
| Individual's Name: | 

I authorize Prevent Child Abuse California ("PCA CA") to conduct a National Service Criminal History Check consisting of DOJ, FBI, and NSOPW information, and to notify my Lead Agency and/or Service Site as to whether or not I have met the criteria to remain eligible to work with the AmeriCorps program. I acknowledge that refusing to authorize the National Service Criminal History Check or making a false statement in connection with PCA CA’s inquiry will disqualify me as ineligible to work with the AmeriCorps program. I understand that PCA CA will receive Subsequent Arrest Notification from the California Department of Justice in the event of my arrest, conviction of a crime, or detention. Further, I understand that I will have the opportunity to review and challenge the factual accuracy of a result before an action is taken to exclude me from the position. I further understand that if I am subject to a State sex offender registration I will be deemed unsuitable to work with the AmeriCorps program.

Signature

Date
Your insurance must be primary and non-contributory. All policies must provide thirty (30) days' written notice of cancellation or non-renewal to PCA CA. Insurance companies must be rated by A.M. Best as "A:VII" or better. No less than ten (10) business days prior to commencement of work under the Standard Contract, your agency must submit the following evidence of insurance to PCA CA:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Requirements</th>
</tr>
</thead>
</table>
| **Comprehensive General Liability Insurance** | 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 separate endorsement showing that PCA CA is named as an additional insured on your Comprehensive General Liability Insurance must be submitted. The following types of additional endorsements are acceptable:  
  - ISO CG 2010  
  - ISO CG 2037  
  - ISO CG 2011  
  - ISO CG 2026  
  - NIAC-E32 05 11, if insured by the Nonprofit Insurance Alliance of California ("NIAC")  
  - PI-GLD-HS (04/07), if insured by the Philadelphia Insurance Companies |
| **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. **REQUIRED FROM ALL CONTRACTORS.** |
| **Professional Liability Insurance or Errors and Omissions Insurance** | With a limit of not less than $1,000,000. **REQUIRED FROM ALL CONTRACTORS WHO EMPLOY LICENSED CLINICIANS/ THERAPISTS OR PROVIDE COUNSELING SERVICES IN RELATION TO THIS CONTRACT. DIRECTORS AND OFFICERS INSURANCE WILL NOT SUBSTITUTE.** If your agency does not employ licensed clinicians/therapists and does not provide counseling services in relation to this contract, you must complete and submit the Professional Liability Certification on tab 3. |

PREPARED BY: Staci Scranton, Business Support Manager
## CASH MATCH

Please review the information below, as it determines the amount of your 2018/2019 AmeriCorps Contract. Please make any change requests in writing to your project manager. Members who are serving through one Lead Agency and have the same Position Description should receive the same living allowance amount. Variations in Position Descriptions and/or living allowances must be approved by your project manager and PCA CA’s Chief Program Officer.

<table>
<thead>
<tr>
<th>Term of Service</th>
<th>Tier</th>
<th># of Members</th>
<th>Living Allowance</th>
<th>Non-Refundable Member Enrollment Cost</th>
<th>Total Non-Refundable Member Enrollment Cost</th>
<th>Cash Match</th>
<th>Total Cash Match</th>
</tr>
</thead>
<tbody>
<tr>
<td>1700</td>
<td>1</td>
<td>3</td>
<td>$19,000</td>
<td>$2,300</td>
<td>$6,900.00</td>
<td>$46,440</td>
<td>$53,340</td>
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</table>

Subtotal Non-Refundable Member Enrollment Costs: $6,900.00

Maximum Amount of AmeriCorps Contract: $53,340
## Agency Information

**Lead Agency Name:** Children and Families Commission for San Bernardino County

## Non-Federal Cash Match Contribution

Please indicate below the various grants by name, funding sources by name, and amounts of non-federal cash match that your agency will contribute toward this AmeriCorps program:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Prop. 10 tobacco tax</td>
<td>$53,340</td>
</tr>
</tbody>
</table>

Subtotal: $53,340.00

## Federal Match Contribution (Non-CNCS), If Applicable

Please indicate below the various sources and amounts of **Federal Funds** that your agency will contribute toward this AmeriCorps program as match. **Federal Funds** may only be used as match to AmeriCorps programs if a) authorized by statute, or b) approved in writing by the federal agency granting the funds. For each entry below, you must submit evidence that the **Federal Funds** are authorized by statute as match, or the written approval of the federal agency granting the funds.

<table>
<thead>
<tr>
<th>Name of Federal Agency</th>
<th>Grant or Contract Number</th>
<th>CFDA or &quot;N/A&quot; if Contract</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Subtotal: $-

## In-Kind Contribution, If Applicable

Please indicate staff members of Lead Agency and/or Service Site(s) who will be responsible for supervision of AmeriCorps members. You must provide the following information for each staff member: total annual salary per budget and percentage of time allocated to AmeriCorps. **NOTE:** Amounts listed in this section cannot also be matched to any other federally funded program, nor can they be paid by the Federal Government under any other award, except where authorized by federal statute to be used for cost sharing or matching.

<table>
<thead>
<tr>
<th>Staff Member</th>
<th>Staff Title</th>
<th>Annual Salary</th>
<th>% of Time</th>
<th>Value</th>
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<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td>$-</td>
<td>-</td>
<td>$-</td>
</tr>
</tbody>
</table>

Subtotal: $-

## Certification

I certify to the best of my knowledge and belief that this report is correct and complete.

**Karen E. Scott, Executive Director**
Authorized Certifying Official Name

Signature/Date

**Telephone Number (with extension, if applicable):** 909-252-4285
Children and Families Commission for San Bernardino County

☐ EMPLOYS licensed clinicians and/or therapists, and/or PROVIDES counseling services in relation to the AmeriCorps Contract with PCA CA for the AmeriCorps program. As such, Professional Liability Insurance is listed on a certificate of insurance, which will be submitted to PCA CA no less than ten (10) business days prior to commencement of work under the contract.

By signing this certification, I acknowledge my understanding of the requirement. I further acknowledge that failure to provide proof of Professional Liability Insurance may result in contracting delays, which may ultimately impact my agency’s ability to participate in the program.

☑ DOES NOT EMPLOY licensed clinicians and/or therapists, and DOES NOT PROVIDE counseling services in relation to the Standard Contract with PCA CA for the AmeriCorps program.

Karen E. Scott, Executive Director

NAME AND TITLE
2018/2019 PATH
eGRANTS USER ACCESS FORM

PLEASE IDENTIFY AND PROVIDE CONTACT INFORMATION FOR YOUR AGENCY'S STAFF WHO WILL ACCESS THE eGRANTS SYSTEM (CNCS' ONLINE AMERICORPS DATABASE). NOTE: THIS INFORMATION MUST BE UPDATED IMMEDIATELY AND SENT TO PCA CA FOLLOWING ANY CHANGES IN LISTED USERS

AGENCY INFORMATION
Lead Agency Name: Children and Families Commission for San Bernardino County
Street Address: 735 E. Carnegie Drive, Suite 150
City: San Bernardino
State: CA
ZIP: 92408-3574

PRIMARY USER
Staff Name: Staci Scranton
Title: Business Support Manager
Phone 1: 909-252-4282
Phone 2: 909-252-4285
Email:

SECONDARY USER
Staff Name:
Title:
Phone 1:
Phone 2:
Email:

PREPARED BY: Staci Scranton, Business Support Manager

__________________________________  __________________________
SIGNATURE                          DATE
## 2018/2019 PATH AMERICORPS PARTNERSHIP FORM

### AGENCY INFORMATION

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<td>State:</td>
<td>CA</td>
</tr>
<tr>
<td>Zip:</td>
<td>92408-3574</td>
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</tbody>
</table>

### PARTNERSHIP INFORMATION

<table>
<thead>
<tr>
<th>Partner Organization Name:</th>
<th>First Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Address:</td>
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<td>State:</td>
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<tr>
<td>County:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
<td>Email:</td>
</tr>
</tbody>
</table>

### SITE PLACEMENT INFORMATION (IF APPLICABLE)

<table>
<thead>
<tr>
<th>Is this a Placement Site?</th>
<th>Is this a Placement Site that is also a School Improvement Grant School (SIG) and/or Priority School identified by the CA Department of Education?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>If “yes,” enter the NCES School ID:</strong></td>
</tr>
<tr>
<td></td>
<td><strong># of 900-Hour Members:</strong></td>
</tr>
<tr>
<td></td>
<td><strong># of 1700-Hour Members:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Site Supervisor:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>MSY Awarded:</strong></td>
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</tbody>
</table>

### PARTNER RESOURCES

<table>
<thead>
<tr>
<th>Support Type:</th>
<th>Financial Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Type:</td>
<td>Amount:</td>
</tr>
</tbody>
</table>

### PARTNER ORGANIZATION INFO

- CNCS-AMC National Direct
- CNCS-Foster Grandparent
- CNCS-LSA - Higher Ed
- CNCS-Retired Senior Volunteer Program
- CNCS-VISTA
- Education (K-12)-Elementary School
- Education (K-12)-Middle School
- Education (K-12)-School District
- Higher Education-CSU
- Higher Education-Independent College
- Media Organization-Local Print
- Media Organization-Local TV
- Media Organization-National Radio
- Media Organization-State Print
- Non-Profit Org.-Direct Service Provider
- Non-Profit Org.-Local Conservation Corps
- Non-Profit Org.-Policy and Advocacy
- Other
- Private Sector-Corporate Volunteer Program
- Private Sector-Private Sector Association
- Public Sector-Elected Official
- Public Sector-State Agency

- CNCS-CalServe Program
- CNCS-LSA - CBO
- CNCS-NCCC
- CNCS-Senior Companion
- Education (K-12)-County Office of Ed.
- Education (K-12)-High School
- Education (K-12)-School Association
- Higher Education-Community College
- Higher Education-Higher Ed Association
- Higher Education-UC
- Media Organization-Local Radio
- Media Organization-National Print
- Media Organization-National TV
- Non-Profit Org.-Civic Organization
- Non-Profit Org.-Faith Based Organization
- Non-Profit Org.-Non-Profit Association
- Non-Profit Org.-Volunteer Center
- Private Sector-Business Donations
- Private Sector-Foundations
- Public Sector-County Agency
- Public Sector-Local Agency
### 2018/2019 PATH AMERICORPS PARTNERSHIP FORM

#### AGENCY INFORMATION

<table>
<thead>
<tr>
<th>Lead Agency Name:</th>
<th>Children and Families Commission for San Bernardino County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>735 E. Carnegie Drive, Suite 150</td>
</tr>
<tr>
<td>City:</td>
<td>San Bernardino</td>
</tr>
<tr>
<td>State:</td>
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#### PARTNERSHIP INFORMATION

<table>
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<tr>
<th>Partner Organization Name:</th>
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<td>First Name:</td>
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<td>Website:</td>
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</table>

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<tr>
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#### CONTACT INFORMATION

- Phone: [ ]
- Fax: [ ]
- County: San Bernardino
- Zip: 92408-3574

#### ADDITIONAL INFORMATION

- Email: [ ]
- Website: [ ]

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## 2018/2019 PATH AMERICORPS PARTNERSHIP FORM

### AGENCY INFORMATION

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
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<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this a Placement Site?</td>
<td></td>
</tr>
<tr>
<td>Is this a Placement Site that is also a School Improvement Grant School (SIG) and/or Priority School identified by the CA Department of Education?</td>
<td>No</td>
</tr>
<tr>
<td>If &quot;yes,&quot; enter the NCES School ID:</td>
<td></td>
</tr>
<tr>
<td># of 900-Hour Members:</td>
<td></td>
</tr>
<tr>
<td># of 1700-Hour Members:</td>
<td></td>
</tr>
<tr>
<td>Site Supervisor:</td>
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<tr>
<td>MSY Awarded:</td>
<td>0</td>
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### PARTNER RESOURCES

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
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</thead>
<tbody>
<tr>
<td>Support Type</td>
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<tr>
<td>Financial Type</td>
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<tr>
<td>Cash Type</td>
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<tr>
<td>Amount</td>
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</table>

### PARTNER ORGANIZATION INFO

<table>
<thead>
<tr>
<th>Organizational Type</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>CNCS-AMC National Direct</td>
<td>CNCS-CalServe Program</td>
</tr>
<tr>
<td>CNCS-Foster Grandparent</td>
<td>CNCS-LSA - CBO</td>
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<tr>
<td>CNCS-LSA - Higher Ed</td>
<td>CNCS-NCCC</td>
</tr>
<tr>
<td>CNCS-Retired Senior Volunteer Program</td>
<td>CNCS-Senior Companion</td>
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<tr>
<td>CNCS-VISTA</td>
<td>Education (K-12)-County Office of Ed.</td>
</tr>
<tr>
<td>Education (K-12)-Elementary School</td>
<td>Education (K-12)-High School</td>
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<tr>
<td>Education (K-12)-Middle School</td>
<td>Education (K-12)-School Association</td>
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<td>Education (K-12)-School District</td>
<td>Higher Education-Community College</td>
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<td>Higher Education-CSU</td>
<td>Higher Education-Higher Ed Association</td>
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<tr>
<td>Higher Education-Independent College</td>
<td>Higher Education-UC</td>
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<tr>
<td>Media Organization-Local Print</td>
<td>Media Organization-Local Radio</td>
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<td>Media Organization-Local TV</td>
<td>Media Organization-National Print</td>
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<td>Media Organization-National Radio</td>
<td>Media Organization-National TV</td>
</tr>
<tr>
<td>Media Organization-State Print</td>
<td>Non-Profit Org.-Civic Organization</td>
</tr>
<tr>
<td>Non-Profit Org.-Direct Service Provider</td>
<td>Non-Profit Org.-Faith Based Organization</td>
</tr>
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<td>Non-Profit Org.-Local Conservation Corps</td>
<td>Non-Profit Org.-Non-Profit Association</td>
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<tr>
<td>Non-Profit Org.-Policy and Advocacy</td>
<td>Non-Profit Org.-Volunteer Center</td>
</tr>
<tr>
<td>Other</td>
<td>Private Sector-Business Donations</td>
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<td>Private Sector-Corporate Volunteer Program</td>
<td>Private Sector-Foundations</td>
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<td>Private Sector-Private Sector Association</td>
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<tr>
<td>Public Sector-Elected Official</td>
<td>Public Sector-Local Agency</td>
</tr>
<tr>
<td>Public Sector-State Agency</td>
<td></td>
</tr>
</tbody>
</table>

## CONTACT INFORMATION

- **Address:** 735 E. Carnegie Drive, Suite 150, San Bernardino, CA 92408-3574
- **Phone:** 203
- **Fax:** 203
- **Email:** 203
- **Website:** 203
2017/2018 FIRST 5 SERVICE CORPS DISASTER & EMERGENCY RESPONSE INFORMATION

PLEASE SUBMIT A COMPLETE RECORD FOR EACH COMMUNITY THAT YOU SERVE

AGENCY INFORMATION

<table>
<thead>
<tr>
<th>Lead Agency Name:</th>
<th>Children and Families Commission for San Bernardino County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>735 E. Carnegie Drive, Suite 150</td>
</tr>
<tr>
<td>City:</td>
<td>San Bernardino</td>
</tr>
<tr>
<td>State:</td>
<td>CA</td>
</tr>
<tr>
<td>ZIP+4:</td>
<td>92408-3574</td>
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Program Name: PATH
Community Served: San Bernardino County

PRIMARY EMERGENCY COORDINATOR INFORMATION

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Staci</th>
</tr>
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<tbody>
<tr>
<td>Last Name:</td>
<td>Scranton</td>
</tr>
<tr>
<td>Title:</td>
<td>Business Support Manager</td>
</tr>
<tr>
<td>Street Address:</td>
<td>735 E. Carnegie Drive, Suite 150</td>
</tr>
<tr>
<td>City:</td>
<td>San Bernardino</td>
</tr>
<tr>
<td>State:</td>
<td>CA</td>
</tr>
<tr>
<td>ZIP+4:</td>
<td>92408-3574</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:sscranton@cfccounty.gov">sscranton@cfccounty.gov</a></td>
</tr>
<tr>
<td>Business Phone:</td>
<td>909-252-4282</td>
</tr>
<tr>
<td>Business Fax:</td>
<td>909-386-7703</td>
</tr>
<tr>
<td>Cell Phone:</td>
<td>951-347-6052</td>
</tr>
<tr>
<td>Home Phone:</td>
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</table>

SECONDARY EMERGENCY COORDINATOR INFORMATION

<table>
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<tr>
<th>First Name:</th>
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<td>Business Phone:</td>
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</tr>
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<td>Business Fax:</td>
<td></td>
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<tr>
<td>Cell Phone:</td>
<td></td>
</tr>
<tr>
<td>Home Phone:</td>
<td></td>
</tr>
</tbody>
</table>

HAVE YOUR MEMBERS RECEIVED TRAINING IN SAFETY AND EMERGENCY RESPONSE?

☐ YES ☐ NO

IF YES, PLEASE DESCRIBE THE TRAINING AND THE DATE BY WHICH THEY WILL HAVE COMPLETED IT:

Each member is issued the First 5 San Bernardino Employee Handbook which addresses general safety, and the Department Emergency Operations Plan, which addresses emergency response.
### AGENCY INFORMATION

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<td>State</td>
<td>CA</td>
</tr>
<tr>
<td>Zip+4</td>
<td>92408-3574</td>
</tr>
</tbody>
</table>

### WHAT SAFETY AND EMERGENCY RESPONSE RESOURCES DOES YOUR PROGRAM HAVE ACCESS TO?

Each member has an emergency kit complete with first aid supplies, food and water. Safety drills are conducted at minimum annually. First 5 as an organization is equipped with limited additional supplies to respond to emergencies on site and partners with the County of San Bernardino’s Office of Emergency Services for response resources for any major incidents.

### IS YOUR PROGRAM ABLE TO OFFER RESOURCES OR ASSISTANCE (INCLUDING MEMBER SERVICE TIME) TO ASSIST WITH A LOCAL DISASTER OR INCIDENT IN YOUR COMMUNITY?

- [ ] YES
- [ ] NO

### IS YOUR PROGRAM ABLE TO OFFER RESOURCES OR ASSISTANCE (INCLUDING MEMBER SERVICE TIME) TO ASSIST WITH A DISASTER OR INCIDENT IN ANOTHER PART OF CALIFORNIA?

- [ ] YES
- [ ] NO
Children and Families Commission for San Bernardino County

PROGRAM NAME: PATH

APPLICANT MUST CHECK AT LEAST ONE OF THE BOXES AND SIGN BELOW

LABOR ORGANIZATION CONCURRENCE REQUIRED AND OBTAINED

☐ THE PROGRAM APPLICANT IS SERVING AS THE SERVICE SPONSOR, AND HAS OBTAINED THE WRITTEN CONCURRENCE OF ANY LOCAL LABOR ORGANIZATION REPRESENTING EMPLOYEES OF THE SERVICE SPONSOR WHO ARE ENGAGED IN THE SAME OR SUBSTANTIALLY SIMILAR WORK AS THAT PROPOSED TO BE CARRIED OUT. CONCURRENCE(S) ARE SUBMITTED WITH THIS CERTIFICATION. (42 U.S.C. § 12582(F)(1).)

LABOR ORGANIZATION CONSULTATION REQUIRED

☐ PRIOR TO THE PLACEMENT OF PARTICIPANTS, PROGRAM APPLICANT HAS CONSULTED WITH THE APPROPRIATE LOCAL LABOR ORGANIZATIONS, IF ANY, REPRESENTING EMPLOYEES IN THE AREA WHO ARE ENGAGED IN THE SAME OR SIMILAR WORK AS THAT PROPOSED TO BE CARRIED OUT BY SUCH PROGRAM TO ENSURE COMPLIANCE WITH THE FEDERAL NONDISPLACEMENT REQUIREMENTS, AS SET FORTH AT 42 U.S.C. SECTION 12637. (42 U.S.C. § 12583(C)(2).) DOCUMENTATION SHOWING SUCH CONSULTATION IS KEPT ON FILE WITH PROGRAM APPLICANT AND IS AVAILABLE FOR REVIEW UPON REQUEST.

NEITHER LABOR ORGANIZATION CONCURRENCE NOR LABOR ORGANIZATION CONSULTATION REQUIRED

☑ THE PROGRAM APPLICANT IS NOT REQUIRED TO OBTAIN LABOR ORGANIZATION CONCURRENCE, BECAUSE (1) IT IS NOT THE SERVICE SPONSOR, OR (2) THERE ARE NO LOCAL LABOR ORGANIZATIONS REPRESENTING EMPLOYEES OF THE SERVICE SPONSOR WHO ARE ENGAGED IN THE SAME OR SUBSTANTIALLY SIMILAR WORK AS THAT PROPOSED TO BE CARRIED OUT. THE PROGRAM APPLICANT IS ALSO NOT REQUIRED TO CONSULT WITH LABOR ORGANIZATIONS, BECAUSE THERE ARE NO APPROPRIATE LOCAL LABOR ORGANIZATIONS REPRESENTING EMPLOYEES IN THE AREA WHO ARE ENGAGED IN THE SAME OR SIMILAR WORK AS THAT PROPOSED TO BE CARRIED OUT BY THE PROGRAM APPLICANT.

SIGNATURE OF APPLICANT REPRESENTATIVE

Karen E. Scott, Executive Director

PRINT NAME AND TITLE OF PERSON SIGNING
2018/2019 PATH LABOR UNION CONCURRENCE FORM

NAME OF ORGANIZATION:  Children and Families Commission for San Bernardino County

NAME OF UNION(S):  Not Applicable

(A) FOR ORGANIZATIONS WITH A LABOR UNION

I, ____________________ REPRESENTATIVE/AGENT OF THE ABOVE NAMED LABOR UNION DECLARE THAT THE PLACEMENT OF _______ PARTICIPANTS AT THE WORKSITES OPERATED BY _______________________ DO NOT AND WILL NOT INFRINGE ON THE RIGHTS OF OTHERS TO EMPLOYMENT IN THE (ORGANIZATION)

SIGNED (UNION REPRESENTATIVE/DELEGATE) ____________________ DATE ____________________

(B) FOR ORGANIZATION WITHOUT A LABOR UNION

I, ____________________ POSITION HELD ____________________ OF ____________________ (ORGANIZATION) HEREBY DECLARE THAT OUR WORKERS ARE NOT UNIONIZED NOR ARE THEY REPRESENTED BY OR AFFILIATED WITH ANY LABOR UNION.

SIGNED (REPRESENTATIVE OF THE GOVERNMENTAL ENTITY) ____________________ DATE ____________________
2018/2019 PATH PERFORMANCE MEASURE TARGETS

AGENCY INFORMATION

Lead Agency Name: Children and Families Commission for San Bernardino County

The following information represents the Performance Measures that were submitted and approved by CaliforniaVolunteers and CNCS as part of the 2017/20 Prevent Abuse through Home Visitation 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 position is included in this Contract. SUBCONTRACTOR shall vigorously pursue 100% retention of AmeriCorps members.

PRIMARY PERFORMANCE MEASURE TITLE: Prevent Child Abuse & Neglect

NEED
High rates of child abuse and neglect are attributable to a deficit in parenting skills and knowledge combined with high stress levels caused by factors such as poverty, unemployment, and lack of health care that impair a parent’s ability to care for their children. Chronic exposure to stress, such as that caused by child abuse, is harmful on brain circuits that are malleable during early childhood. The consequences are lifelong, impacting health, economic potential, and social wellbeing into adulthood (Centers for Disease Control and Prevention, 2016).

EXPECTED RESULTS
Output (the amount of service provided, people served, products created, or programs developed through planned intervention):
Parents will decrease their risk for child abuse and neglect. Parents have no referrals to the Child Welfare System. Children will demonstrate gains in terms of social and/or emotional development.

AMERICORPS MEMBER ACTIVITIES DESIGNED TO ACHIEVE EXPECTED RESULTS
- AmeriCorps Members will maintain a caseload of 12 parents during their term of service. Member will:
  a. Provide parenting education to high need parents at risk for child abuse & neglect through evidence-based home visitation.
  b. Provide development centered parenting education to high need parents at risk for child abuse & neglect through evidence-based home visitation.
  c. Facilitate activities/workshops where parent/child interact and model appropriate/positive parent-child interactions.
  d. Administer assessments to assess social emotional development of child and parenting knowledge of parent.

MEASUREMENT TOOLS

OUTPUT: Service Activity Form to collect data on parenting education provided through home visitation, including number of parents that begin home visitation and number of parents that complete a minimum of 12 hours or more of parenting education through home visitation services. Completed by AmeriCorps members monthly.

OUTCOME: Recidivism to collect data on the number of substantiated cases of PATH parents to the Child Welfare System after 12 hours of services. Child Welfare Services/Case Management System (CWS/CMS) will be used to collect data on families entering the Child Welfare System. This methodology is consistent for the collection of recidivism data. Completed by AmeriCorps members at the end of the program year (year-long programs).

OUTCOME: Ages and Stages Questionnaire (ASQ) The ASQ measures the developmental and social emotional development of the child. ASQ serves to screen a child’s current level of growth towards developmental and social emotional milestones. For a child to be considered “typically developing” their ongoing scores will show continued progress towards developmental milestones as defined by ASQ screening tool in at least 4 of the 6 areas screened. Members submit data in the online database monthly. Project manager monitors quarterly. Completed by AmeriCorps members, the ASQ will be administered twice: at the start of services and at a minimum of 12 hours of service.

OUTCOME: Protective Factors Survey (PFS) or Adult Adolescent Parenting Inventory (AAPI) will be used to measure the level of risk in the home for child abuse and neglect. Completed by AmeriCorps members, administered twice: at the start of services and at a minimum of 12 hours of service.

PRIMARY 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># high need parents who begin parenting education through home visitation services</td>
<td>240</td>
<td>36</td>
</tr>
<tr>
<td># high need parents who receive at least 12 hours of parenting education will have no substantiated referrals to the Child Welfare System</td>
<td>151</td>
<td>32</td>
</tr>
<tr>
<td># high need parents who receive 12 hours or more of parenting education through home visitation improve their parenting attitudes and practices by 20%</td>
<td>151</td>
<td>23</td>
</tr>
<tr>
<td># high need parents who receive at least 12 hours of parenting education</td>
<td>168</td>
<td>24</td>
</tr>
<tr>
<td># of children whose parents receive at least 12 hours or more of parenting education who demonstrate gains in terms of social and/or emotional development</td>
<td>117</td>
<td>15</td>
</tr>
</tbody>
</table>

These figures in yellow are pre-populated from LAST years targets. IF YOU NEED TO CHANGE THESE FIGURES PLEASE LET YOUR PROGRAM MANAGER KNOW.

PRIMARY PERFORMANCE MEASURE TITLE: VOLUNTEER RECRUITMENT

NEED
Community members and parents who volunteer in activities demonstrate better resilience through the building of social capital.

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 on-going and one-time community project opportunities. Parents make up a significant part of the volunteer pool that members engage. Parents are encouraged by the member during parenting education sessions to contribute to 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 activities.

MEASUREMENT TOOLS

...
# Members that will increase knowledge and skills by 10%.

<table>
<thead>
<tr>
<th>OUTPUT TARGETS</th>
<th>SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td># Members that will increase knowledge and skills by 10%</td>
<td>70%</td>
</tr>
</tbody>
</table>

These figures in Yellow are pre-populated from Last years targets. IF YOU NEED TO CHANGE THESE FIGURES PLEASE LET YOUR PROGRAM MANAGER KNOW.

# Members that will complete Core Training.

<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>20</td>
<td>3</td>
</tr>
</tbody>
</table>

These figures in Yellow are pre-populated from Last years targets. IF YOU NEED TO CHANGE THESE FIGURES PLEASE LET YOUR PROGRAM MANAGER KNOW.

# Volunteers recruited for ongoing activities.

<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>20</td>
<td>3</td>
</tr>
</tbody>
</table>

These figures in Yellow are pre-populated from Last years targets. IF YOU NEED TO CHANGE THESE FIGURES PLEASE LET YOUR PROGRAM MANAGER KNOW.

# Volunteers recruited for one-time activities.

<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 one-time activities</td>
<td>40</td>
<td>6</td>
</tr>
</tbody>
</table>

These figures in Yellow are pre-populated from Last years targets. IF YOU NEED TO CHANGE THESE FIGURES PLEASE LET YOUR PROGRAM MANAGER KNOW.

# Volunteer hours for ongoing activities.

<table>
<thead>
<tr>
<th>OUTPUT TARGETS</th>
<th>PROGRAM OUTPUT TARGETS</th>
<th>SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td># Volunteer hours for ongoing activities</td>
<td>40</td>
<td>6</td>
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These figures in Yellow are pre-populated from Last years targets. IF YOU NEED TO CHANGE THESE FIGURES PLEASE LET YOUR PROGRAM MANAGER KNOW.

# Volunteer hours for one-time activities.

<table>
<thead>
<tr>
<th>OUTPUT TARGETS</th>
<th>PROGRAM OUTPUT TARGETS</th>
<th>SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td># Volunteer hours for one-time activities</td>
<td>80</td>
<td>12</td>
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These figures in Yellow are pre-populated from Last years targets. IF YOU NEED TO CHANGE THESE FIGURES PLEASE LET YOUR PROGRAM MANAGER KNOW.

PRIMARY 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 RESULTS:**

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:**

- Orientation: Overview of AmeriCorps and National Service as well as: member benefits, rights, responsibilities, code of conduct, prohibited activities, progressive discipline, policies & procedures. Review member contract, member handbook, performance measures, and electronic timekeeping, and Service Site Orientation.
- Core Hours: Protective Factors, family engagement, stability services and mandated child abuse reporting; Evidenced Based National Service Days: Make a Difference Day, Martin Luther King, Jr. Day, Cesar Chavez Day, and AmeriCorps Week.
- Other Hours: Supervision and other site specific Professional Development, and PCA CA webinars.

**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.

**PRIMARY 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>20</td>
<td>3</td>
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</table>

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<th>SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS</th>
</tr>
</thead>
<tbody>
<tr>
<td># Members that will increase knowledge and skills by 10%</td>
<td>70%</td>
<td>2 Members</td>
</tr>
</tbody>
</table>

These figures in Yellow are pre-populated from Last years targets. IF YOU NEED TO CHANGE THESE FIGURES PLEASE LET YOUR PROGRAM MANAGER KNOW.
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 (16U.S.C. 469a-i 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

Print Name and Title