

Chair
Linda Haugan

Vice-Chair
Maxwell Ohikhuare, M.D.

Executive Director
Karen E. Scott



Commissioners

Josie Gonzales
Margaret Hill
Ron Powell
Paul Vargas
Elliot Weinstein, M.D

Agenda: Children and Families Commission 08-2015

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

Meeting date, time, and place August 5, 2015 – 3:30 p.m.
First 5 San Bernardino
Commission Conference Center

Pledge of Allegiance Chair or designee will lead the Pledge of Allegiance

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 Advisory Committee Report by Margaret Hill, Chair

Report Executive Director's Report by Karen E. Scott

Consent Item 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.

Item No.	CONSENT
1	Approve Minutes of July 8, 2015 Commission Meeting (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

Item No.	DISCUSSION
2	Authorize Executive Director to execute a one-(1) year contract for Fiscal Year 2015-2016 with Prevent Child Abuse California (PCA CA) in an amount not to exceed \$74,200 as a funding match for four (4) AmeriCorps service member positions to provide school readiness services. (Presenter: Mary Alvarez, Staff Analyst II, 252-4258)

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.

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3	Terminate the procurement process, rejecting all proposals for the Healthy Communities Initiative (HCI) Request for Proposals (RFP 15-02). (Presenter: Karen E. Scott, Executive Director, 252-4252)
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Item No.	INFORMATION
4	Receive information on completion of the design of the Family Development Matrix (FDM) to be used in the Family and Community Support and Partnerships child abuse prevention initiative. (Presenter: Scott McGrath, Supervisor, 252-4259)
5	Receive information regarding Application Phase 1 for the First 5 IMPACT (Improve and Maximize Programs so All Children Thrive) Program, a First 5 California Quality Rating and Improvement System collaborative and funding opportunity for Fiscal Years 2015-2016 through 2019-2020. (Presenter: Chrystina Smith-Rasshan, Staff Analyst II, 252-4267)
6	Receive information regarding the development of Policy and Advocacy Assets by First 5 CA and the First 5 Association. (Presenter: Karen E. Scott, Executive Director, 252-4252)
7	Receive information regarding the 2015/2016 CA State Budget Overview and summary of legislative bills of interest to First 5 Commissions. (Presenter: Karen E. Scott, Executive Director, 252-4252) Attachment A Final 2015/2016 Budget Overview Attachment B Legislative Bills of Interest

Public Comment

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

Commissioner Roundtable

Open to comments by the Commissioners

Next Commission Meeting at First 5 San Bernardino

September 2, 2015
3:30 p.m.

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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 July 8, 2015
3:30 p.m.
Chair Haugan called the meeting to order at 3:32 p.m.

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

Special Presentation *AmeriCorps Acknowledgements* by Mary Alvarez, Staff Analyst II
Early Child Learning Initiative for Zero to 36-month Children by Dr. Albert Karnig, California State University, San Bernardino
Chair Haugan advised Dr. Karnig that the Commission cannot discuss or vote on items not on the agenda and recommended that his proposal should be reviewed by the Advisory Committee. Commission Hill agreed with Chair Haugan's recommendation.

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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

- Linda Haugan
- Margaret Hill
- Maxwell Ohikhuare, M.D.
- Ron Powell
- Paul Vargas

Staff Present

- Karen E. Scott, Executive Director
- Cindy Faulkner, Operations Manager
- Debora Dickerson-Sims, Administrative Supervisor II
- Leslie Fountain, Media Specialist II
- Mary Alvarez, Staff Analyst II

- Mary Jaquish, Supervisor
 - Ronnie Thomas, Staff Analyst II
 - Ruth Ann Martinez, Staff Analyst II
 - Scott McGrath, Supervisor
 - Sophie Akins, Commission Counsel
 - Staci Scranton, Supervising Office Assistant
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**Report -
Margaret Hill
Advisory
Committee
Chair**

Due to meeting conflicts, the Advisory Committee meeting previously scheduled for July 16, 2015 has been rescheduled to August 20, 2015 at the First 5 Office.

**Report –
Karen E. Scott
Executive
Director**

Thank you

With the start of the new fiscal year for 2015-2016, Ms. Scott conveyed her thanks and appreciation to the Commission, First 5 staff, all of its collaborative partners, stakeholders and funded agencies for their contributions to First 5's success. She stated that through the Commission's work and partnership, First 5 builds a better tomorrow for children. Over the next several months, First 5 will be working on further defining its strategic plan to support systems rather than individual programs to achieve the best possible outcomes for children.

First 5 San Bernardino's focused investment in "systems" ensures "collective impact" and support of the Countywide Vision. Through this approach, the Commission will be better positioned to help build community assets, develop better designs and decisions, spread what works, mobilize action and overcome fragmentation – important elements in catalyzing systems for social change that are sustainable and successfully meet the needs of children and families.

F5SB Annual Swimfest Water Safety

The event was held on June 5th at the Jerry Lewis Swim Center in San Bernardino. Pictures from the event are in this month's Executive Director's Report.

Annual Audit

Provided to the Commissioners is a letter of engagement from the First 5 auditors, Vavrinek, Trine, Day and Co., LLP, outlining the procedures for the First 5 annual audit. This will be First 5's second year completing its own financial statements due to the competent administrative/fiscal team which includes Jennie Randolph, Delia Barreto, and their supervisor, Debora Sims.

The first part of the annual audit was completed on July 6, 2015. The auditors will finish the audit in September and the results will be presented to the Commission at the October Commission Meeting.

**Changes to
the Agenda**

No changes to report.

Consent

A motion was made by Commissioner Hill and seconded by Commissioner Vargas to approve the Consent Item. Without further comment or objection, motion carried by unanimous vote.

Item No.	CONSENT
1	Approve minutes of June 3, 2015 Commission Meeting (Presenter: Staci Scranton, Supervising Office Assistant, 252-4282)

Item No.	DISCUSSION
2	<p>Authorize Executive Director to submit Letter of Intent to participate in the First 5 IMPACT (Improve and Maximize Programs so All Children Thrive) Program, a First 5 California Quality Rating and Improvement System collaborative and funding opportunity for Fiscal Years 2015-2016 through 2019-2020. (Presenter: Karen E. Scott, Executive Director, 387-1502)</p> <p>Discussion: Commissioner Hill asked if the matching funds for the IMPACT Program could be in-kind. Ms. Scott answered yes; existing contracts, such as First 5's contract with Child Care Resource Center (CCRC) and Preschool Services Department (PSD) for the Early Headstart Child Care Partnership (EHS/CCP), and even components of the Screening, Assessment, Referral and Treatment (SART) contract with Department of Behavioral Health, count towards the required match. Also, CARES Plus or any portion of a contract that includes QRIS activities can be counted towards the match. Along with the consultant, First 5 staff and the QRIS Consortium members, the action plan is being developed, as well as the formulas for calculating direct and indirect costs, and determining agency roles.</p> <p>Commissioner Hill also asked when the Commission will know the results of the Letter of Intent. The letter of intent is just the first step in the process of applying to the F5 IMPACT Request for Application (RFA) and all that apply are in. Phase 1 Application would be the next step, which secures the Base Layer Funding and that application is due to the State August 10, 2015. Scott clarified that First 5 staff is in the process of working with consultants to determine agency roles, such as fiscal lead, and what role First 5 will play.</p> <p>Commissioner Ohikhuare asked whether the Impact Program is a competitive grant. Ms. Scott answered no. This funding opportunity is awarded on the basis of the number of childcare slots in the county, the feasibility of the proposed plan, and the collaborations in place to support the initiative.</p> <p>Commissioner Powell asked if the action plan will be completed prior to the August deadline. Cindy Faulkner answered that the action plan is part of the Phase 2 Application not due until November 20, 2015. Ms. Scott explained that staff has already been working for months on developing the action plan with leadership from James Moses of CCRC and Diana Alexander of PSD, and with the collaboration of school districts and San Bernardino County Superintendent of Schools staff from LCAP, and our consultant.</p> <p>Commissioner Powell asked how the awarded funds will be allocated. Ms. Scott replied that there are guidelines and a matrix outlining that the funds will be for rating classrooms, establishing qualified raters, rating classroom environments, and improving the credentials of teachers.</p>

	<p>Commissioner Powell asked when the Commission will see the plan. Ms. Scott answered that the completed plan will be presented to the Commission before November 10, 2015 and the Phase 1 Application will be presented at the August Commission Meeting.</p> <p><u>Public Comment:</u> None</p> <p>A motion was made by Commissioner Vargas and seconded by Commissioner Hill to approve Agenda Item 2. Without further comment or objection, motion carried by unanimous vote.</p>
3	<p>Receive information on the addendum that extends the formal review period for the Healthy Communities Initiative (HCI) Request for Proposals (RFP 15-02) for 30 days from July 10, 2015 to August 10, 2015. (Presenter: Karen E. Scott, Executive Director, 252-4252)</p> <p><u>Discussion:</u> None</p> <p><u>Public Comment:</u> None</p>
4	<p>Receive information on Children’s Fund Emergency Needs Program. (Presenter: Mary Jaquish, Supervisor, 252-4254)</p> <p><u>Discussion:</u> Chair Haugan noted that many Human Services departments have had contracts with Children’s Fund for years and that Children’s Fund has helped many families in San Bernardino County, especially those with foster kids. Commissioner Hill commented that the greatest need is in the central area of San Bernardino. Commissioner Hill asked Ms. Jaquish if the Greyhound bus station in downtown San Bernardino is the only bus station and if one way tickets into San Bernardino are being tracked. Ms. Jaquish answered that First 5 does not track that information through our Resource Centers, but that clients are required to provide their residence zip code to access services. Commissioner Hill asked for the location of the next closest Greyhound bus station. Ms. Scott answered the next closest station is in Riverside. Commissioner Powell stated that there are stops in Beaumont and Banning.</p> <p><u>Public Comment:</u> None</p>
5	<p>Receive summary of First 5 San Bernardino (F5SB) funded contracts for Fiscal Year 2015-2016. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)</p> <p><u>Discussion:</u> None</p> <p><u>Public Comment:</u> None</p>

Public Comment None

Commissioner Roundtable

None

Adjournment

Without further comment or objection, the meeting adjourned at 4:24 p.m.

Next Commission Meeting at First 5 San Bernardino

August 5, 2015
3:30 p.m.

Attest

Linda Haugan, Chair

Staci Scranton, Supervising Office Assistant



**AGENDA ITEM 2
AUGUST 5, 2015**

Subject	Prevent Child Abuse California AmeriCorps Service Contract 2015-16
Recommendations	<p>Authorize Executive Director to execute a one-(1) year contract for Fiscal Year 2015-2016 with Prevent Child Abuse California (PCA CA) in an amount not to exceed \$74,200 as a funding match for four (4) AmeriCorps service member positions to provide school readiness services. (Presenter: Mary Alvarez, Staff Analyst II, 252-4258)</p>
Financial Impact	\$74,200 for Fiscal Year 2015-2016.
Background Information	<p>At the June 3, 2015 Commission meeting, approval was granted to continue the funding match for Fiscal Year 2015-2016 for four (4) AmeriCorps positions at 1700 (full-time) hours to provide a year-round program. The requirement for matching the federal dollars for First 5 San Bernardino is in the amount up to \$18,550 per full-time AmeriCorps member, for a total not to exceed \$74,200. The \$74,200 includes healthcare coverage costs for members, approximately \$8,600 for the program year. If a member chooses not to elect healthcare coverage that amount will not be expended in this contract. The requested funding is allocated from the Commission's education focus area.</p> <p>A contract with Prevent Child Abuse California is brought forth today for Commission approval to continue the AmeriCorps program in FY15/16 wherein four (4) members have been selected and will commence service for the FY2015/16 term on August 17, 2015, in multiple preschools throughout the county promoting school readiness. An MOU between the Preschool Services Department (PSD) of the County of San Bernardino and the First 5 Commission is in effect until August 31, 2016.</p> <p>The confirmed school sites are Ontario-Maple, Easter Seals-Ontario, Rialto Renaissance, Rialto Eucalyptus, and Ontario-Westminster.</p> <p>Upon authorization, Prevent Child Abuse California AmeriCorps Service Contract for 2015-16 will be executed with appropriate signatures.</p>
Review	Sophie Akins, Commission Counsel

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

First 5 Service Corps AmeriCorps Contract



1. This Contract is entered into between Prevent Child Abuse California and the Subcontractor named below: Children and Families Commission of San Bernardino County	
2. Subcontractor's D-U-N-S Number: 841114882	
3. CFDA Name: AmeriCorps	
4. CFDA Number: 94.006	
5. The Term of this Contract is: August 17, 2015 through August 15, 2016	
6. The maximum amount of this Contract shall not exceed: \$74,200.00	
7. 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:	2015 Terms and Conditions for AmeriCorps State and National Grants, incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.nationalservice.gov/sites/default/files/upload/AmeriCorps%20TermsConditions%204%200215.pdf
Exhibit B:	45 CFR Chapter XXV, Sections 2520 – 2550, 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
Exhibit C:	Terms and Conditions
Exhibit D:	Match Contribution
Exhibit E:	Program Scope of Services
Attachment E-1:	2015/2016 Performance Measures
Attachment E-2:	2015/2016 AmeriCorps Member Living Allowance Schedule
Exhibit F:	CaliforniaVolunteers Assurances and Certifications
Exhibit G:	CAP Center AmeriCorps Supervisor Program Manual 2015-2016, incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.capamericorps.weebly.com
8. Contract Number: 3-CM-5SB-FSB-15-16	9. Program Year: 2015/2016
SUBCONTRACTOR: CHILDREN AND FAMILIES COMMISSION OF SAN BERNARDINO COUNTY	PREVENT CHILD ABUSE CALIFORNIA ("PCA CA")
_____ Signature	_____ Sheila Boxley, President and CEO
_____ Date	_____ Date
_____ Print Name and Title	_____ Stephanie Biegler, Chief Program Officer
_____ Date	_____ Date
_____ 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 Drive, Suite 150	4700 Roseville Road, Suite 102
San Bernardino, CA 92408-3574	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. 2015 Terms and Conditions for AmeriCorps State and National Grants, incorporated into this Contract by reference as Exhibit A;
- B. 45 C.F.R. Chapter XXV, Sections 2520 – 2550, 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 slots 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 C.F.R. Chapter XXV §2520 – 2550, and the 2015 Terms and Conditions for AmeriCorps State and National Grants. **SUBCONTRACTOR** must provide a copy of the contract to **PCA CA** within fifteen (15) business days of execution. 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 C.F.R. Chapter 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 2015 Terms and Conditions for AmeriCorps State and National Grants, 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 by A.M. Best as "A:VII" or better.

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.
- 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 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 OMB Circular A-133 for agencies, standards promulgated by the American Institute of Certified Public Accountants (“AICPA”), and those standards included in *Government Auditing Standards, 2003 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 OMB Circular A-133, 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 compensation, 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 C.F.R. Chapter 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.
6. Nondisplacement.
 - a. **SUBCONTRACTOR** (or its contractor) may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving CNCS assistance.
 - b. **SUBCONTRACTOR** (or its contractor) may not displace a volunteer by using a participant in a program receiving CNCS assistance.
 - c. A service opportunity will not be created under this section that will infringe in any manner on the promotional opportunity of an employed individual.
 - d. An AmeriCorps member in a program receiving CNCS assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
 - e. An AmeriCorps member in any program receiving assistance under 45 CFR Chapter XXV §2540.100 may not perform any services or duties, or engage in activities, that—
 - (1). Will supplant the hiring of employed workers; or
 - (2). Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
 - f. An AmeriCorps member in any program receiving assistance under 45 CFR Chapter XXV §2540.100 may not perform services or duties that have been performed by or were assigned to any—
 - (1). Presently employed worker;
 - (2). Employee who recently resigned or was discharged;
 - (3). Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - (4). Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or

- (5). Employee who is on strike or who is being locked out.
- g. **SUBCONTRACTOR** (or its contractor) must, at minimum, conduct and document consultation with the appropriate local labor organization, if any, representing employees in the area where AmeriCorps members and unionized employees are engaged in the same or similar work as that proposed to be carried to ensure compliance with the nondisplacement requirements specified in section 12637 of the National and Community Service Trust Act.
7. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and AmeriCorps members may not engage in the following activities:
 - a. Attempting to influence legislation;
 - b. Organizing or engaging in protests, petitions, boycotts, or strikes;
 - c. Assisting, promoting, or deterring union organizing;
 - d. Impairing existing contracts for services or collective bargaining agreements;
 - e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 - f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 - g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
 - h. Providing a direct benefit to:
 - (1). A business organized for profit;
 - (2). A labor union;
 - (3). A partisan political organization;
 - (4). A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (5). An organization engaged in the religious activities described in paragraph (g) of this section, unless CNCS assistance is not used to support those religious activities;
 - i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
 - j. Providing abortion services or referrals for receipt of such services; and
 - k. Such other activities as CNCS may prohibit.
8. AmeriCorps members may not raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment.
9. AmeriCorps members may not write a grant application to CNCS or to any other Federal agency.

10. Individuals may exercise their rights as private citizens and may participate in the activities listed in Section XXV.A.7.a.-k. on their own initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.
 11. Additionally, **PCA CA** requests that members do not otherwise identify themselves as AmeriCorps members if engaging in any of the activities listed in Section XXV.A.7.a.-k. on their own time.
- B. PCA CA Prohibited Activities.**
1. AmeriCorps members may not engage in, and therefore, not record hours in fundraising activities while serving in the AmeriCorps program.
 2. **SUBCONTRACTOR** must not employ **SUBCONTRACTOR**'s AmeriCorps members in any capacity while **SUBCONTRACTOR**'s AmeriCorps members are providing service under a **PCA CA** Member Contract.
 3. **SUBCONTRACTOR**'s AmeriCorps members must not transport clients, children, and/or families in their personal automobile during service hours unless authorized by **PCA CA**, **SUBCONTRACTOR**, **SUBCONTRACTOR**'s contractor (if applicable), and the Service Site in writing.
 4. **SUBCONTRACTOR**'s AmeriCorps members must not have contact with clients during non-service hours. Exceptions will only be made with the prior written approval of **SUBCONTRACTOR**, **PCA CA**, and the Service Site.
 5. **SUBCONTRACTOR**'s AmeriCorps members must not participate in gambling during service hours.
 6. **SUBCONTRACTOR**'s AmeriCorps members must not steal/take AmeriCorps or Service Site property, or the property of another.
 7. During service hours or while in uniform, **SUBCONTRACTOR**'s AmeriCorps members must not purchase, consume, or serve alcohol or drugs at any time.

XXVI. Waiver

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

XXVII. Inspection and Examination

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

- C. The parties shall be subject to the inspection and examination of the following entities or their designees:
 - 1. CNCS;
 - 2. CNCS Office of Inspector General;
 - 3. 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 C.F.R. Chapter 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 slots in future enrollment periods; or
- C. Impose other remedies that may be legally available.

XXXII. 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.

XXXIII. Definitions

- A. **AmeriCorps*USA or AmeriCorps**: means the national service programs funded under 42 U.S.C. sections 12571 – 12595 (Division C Programs).
- B. **Federal Government**: means the Corporation for National and Community Service or any other entity authorized by the Federal Government to administer the Federal Governments' national service grant program and to perform such other duties prescribed by law.
- C. **CV/State**: means CaliforniaVolunteers or any other entity authorized by the State of California to administer the States' national service and national service grant program and to perform such other duties prescribed by law.

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 Member Enrollment Costs and Direct Member Costs.
 - 1. Member Enrollment cost is the portion of the cash match that includes, but is not limited to: member service gear; member training and member enrollment-associated materials and supplies; member recognition; and 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:

Slot Type	Member Enrollment Cost	Direct Member Cost	Total Member Cost
FT	\$2,748.17	\$13,635.97	\$16,384.14
FT	\$2,748.17	\$13,635.97	\$16,384.14
FT	\$2,748.17	\$13,635.97	\$16,384.14
FT	\$2,748.17	\$13,635.97	\$16,384.14
		Grand Total	\$65,536.56

III. Invoicing

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

First Invoice	• August, 2015	Last week of July, 2015	Net 30	\$ 10,992.68
	• September, 2015			\$ 13,635.97
	• October, 2015			\$ 24,628.65
Second Invoice	• November, 2015	Last week of September 2015	Net 30	\$ 13,635.97
	• December, 2015			
	• January, 2016			
Third Invoice	• February, 2016	Third week of December, 2016	Net 30	\$ 13,635.97
	• March, 2016			
	• April, 2016			
Fourth Invoice	• May, 2016	Last week of March, 2016	Net 30	\$ 13,635.97
	• June, 2016			
	• July, 2016			
			Total:	\$ 65,536.56

- B. The first invoice is comprised of the Member Enrollment Cost as listed in Section II.D. above, and the anticipated Direct Member Cost for the first three (3) months of the term of this Contract, for all of **SUBCONTRACTOR**'s contracted AmeriCorps member slots. Subsequent invoices shall be based on remaining Direct Member Cost.
- 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 slots.
- 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.
- E. Notwithstanding the above, the invoicing schedule may be adjusted in the following circumstances:
1. **SUBCONTRACTOR**'s Failure to Enroll AmeriCorps Members.
 - a. **SUBCONTRACTOR** will be assessed a Failure to Enroll Fee when **SUBCONTRACTOR** (or its contractor) fails to enroll the contracted number of AmeriCorps members listed in Section II.D above.
 - b. The Failure to Enroll Fee for each contracted AmeriCorps member not enrolled is:
 - (1). \$1,300 per each 900-hour AmeriCorps member, and
 - (2). \$2,300 per each 1,700-hour AmeriCorps member.
 2. **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 Member Enrollment Costs; however, the Direct Member Cost portion of the cash match contribution will be prorated.

- b. **PCA CA** will adjust the next scheduled 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 slot 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 slot. **SUBCONTRACTOR** will pay the Member Enrollment Cost and all applicable Direct Member Cost for the time that the new AmeriCorps member serves in the refilled slot. Adjustments will be made on the next scheduled invoice.
3. Slot augmentations or refill slots 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 AmeriCorps members. However, **SUBCONTRACTOR** will be invoiced separately on a monthly basis for each of **SUBCONTRACTOR**'s eligible full-time 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 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 \$185.00 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 and **PCA CA** approves a slot augmentation;
 2. **SUBCONTRACTOR** elects to refill one or more vacated AmeriCorps member slots; or
 3. One or more of **SUBCONTRACTOR**'s 900-hour AmeriCorps members, if a part of this Contract, become eligible for, and subsequently enroll in, healthcare.

- B. Any increase in the maximum amount of this Contract will 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/or 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, 2015/2016 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 CAP Center AmeriCorps 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 2015/16 CAP Center AmeriCorps 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 below, for enrollment in the program, and retain them for the duration of their contracted service commitment, which shall not be longer than twelve (12) months, and shall not extend beyond August 15, 2016.

# of 900 Hour Members:	0	# of 1700 Hour Members:	4
------------------------	---	-------------------------	---

- 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
 4. Genders.
- D. Pursuant to 45 C.F.R. Chapter 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 CAP Center AmeriCorps Supervisor Program Manual 2015-2016, 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 slots if either:
 1. Total AmeriCorps enrollment, nationwide, reaches 97% of awarded slots; or
 2. The number of refill slots, nationwide, reaches 5% of awarded slots.

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 CAP Center AmeriCorps Supervisor Program Manual 2015-2016, 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. Final Enrollment Dates:

The last date to enroll 900-hour AmeriCorps members is:	3/16/2015
The last date to enroll 1,700-hour AmeriCorps members is:	10/16/2015

- B. **PCA CA** will facilitate the invitation process of **SUBCONTRACTOR**'s AmeriCorps members within the web-based My AmeriCorps system.
 - C. **SUBCONTRACTOR** (or its contractor) shall ensure that each AmeriCorps member completes their portion of the online enrollment process during AmeriCorps enrollment, AmeriCorps orientation, or within 5 calendar days of commencement of service.
 - D. Member Contracts:
 - 1. **PCA CA** will provide **SUBCONTRACTOR** with a Member Contract for each selected AmeriCorps applicant. **SUBCONTRACTOR** must then ensure that the Member Contract is signed by each of **SUBCONTRACTOR**'s AmeriCorps applicants before commencement of service so that applicants are fully aware of their rights and responsibilities.
 - 2. **PCA CA** will not generate a Member Contract until all requirements of the AmeriCorps applicant's eligibility to serve in the program have been reviewed and approved by **PCA CA**.
 - E. Unless enrollment is conducted by **PCA CA** staff, **SUBCONTRACTOR** (or its contractor) will submit a copy of the entire Member File to **PCA CA** by fax or 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 2015/16 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 CAP Center AmeriCorps Supervisor Program Manual 2015-2016, 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 CAP Center AmeriCorps Supervisor Program Manual 2015-2016, 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. 1,700-hour to 900-hour. **PCA CA** may authorize or approve occasional changes of enrolled full-time members to less than full-time members. Impact on program quality will be factored into approval of requests. It is not allowable to transfer enrolled full-time members to a less than full-time status simply to provide a less than full-time Segal AmeriCorps Education Award.
 - 2. 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; and
 - 3. Is following the practice of "after the fact" timekeeping.
- 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 2015/2016 AmeriCorps Member 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 2015/16 program year is:

1,700-hour Segal AmeriCorps Education Award	\$5,730.00
900-hour Segal AmeriCorps Education Award	\$2,865.00

5. Notwithstanding the above, **SUBCONTRACTOR**'s AmeriCorps members may receive less than the maximum amount of the Segal AmeriCorps Education Award.
- 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, 2015/2016 AmeriCorps Member 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 st — 15 th	8 th day of month	Full incremental payment	Prorated incremental payment
	16 th — end of month	22 nd 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 st — 15 th	8 th day of month	Prorated incremental payment	Full incremental payment
	16 th — end of month	22 nd 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:

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

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

C. Child Care:

- Per 45 C.F.R. Chapter 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.
- 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:
 - Denials of applications;
 - Delays in processing of applications; or
 - Delays in payments made to child care providers.
- 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.
- D. Healthcare:
1. Pursuant to the 2015 Terms and Conditions for AmeriCorps State and National Programs, Section VIII.D., **PCA CA** provides, or makes available, health insurance to those of **SUBCONTRACTOR**'s AmeriCorps members serving in a full-time capacity 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>.
- 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. **PCA CA**-delivered training topics include the following:
 - 1. Child Development and Parent-Child Interaction;
 - 2. Cultural Awareness;
 - 3. Mandated Child Abuse Reporter Training;
 - 4. Social-Emotional and Cognitive Development; and
 - 5. Early Literacy/Family Literacy Fundamentals.
- 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, 2015/2016 Performance Measures.
- 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 C.F.R. Chapter 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 C.F.R. Chapter 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 the template available at: <http://capamericorps.weebly.com>.

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.
- 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.
 3. AmeriCorps Week, 2016.
 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.
 3. National Family Volunteer Day.
 4. Cesar Chavez Day of Service and Learning.
 5. National Volunteer Week April 2016.
 6. National Youth Service Day.

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, 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
2015/2016 PERFORMANCE MEASURES

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

PRIMARY PERFORMANCE MEASURE TITLE: SCHOOL READINESS	
Need	
Research indicates a child's early development of social emotional, literacy, and numeracy skills are critical for school success. Economically disadvantaged children and/or children with exceptional needs, such as English language learners are most at-risk for academic failure as they lack access to quality early childhood education programs with linguistically appropriate instruction. Many low-income or non-English speaking parents lack the knowledge/resources needed to play a critical role in their child's school success.	
Expected Result	
Output: Children and parents receive school readiness activities and services.	Outcome: Children meet age-appropriate developmental school readiness milestones.
Member Activities to Achieve Expected Results	
AmeriCorps members provide 25 economically disadvantaged children 35 hours of one-on-one GOLD Assessment school activities in social emotional, literacy, and numeracy. Members administer GOLD Assessment and develop an individualized Early Education Plan and deliver social emotional, literacy, and numeracy skills activities in classroom, small group, and one-on-one settings. Members provide parents of economically disadvantaged children 5 hours of workshops teaching the importance of and techniques for book sharing with children at home to develop family literacy routines. Members provide culturally and linguistically appropriate books and a DVD so parents read to their child for 20 minutes 3 times per week for 8 weeks, applying what they have learned.	

Measurement Tools			
<p>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.</p> <p>Completed by <u>AmeriCorps members</u> Frequency: <u>Daily</u></p>		<p>a. 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.</p> <p>Completed by <u>AmeriCorps members</u> Frequency: 1. Completed within the first 5 hours of service delivery 2. Completed at 35 hours of service delivery 3. Completed at the end of the program year (year long programs)</p> <p>b. 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.</p> <p>Completed by <u>AmeriCorps members</u>. Frequency: <u>Twice</u> 1. <u>Completed at the onset of service delivery.</u> 2. <u>Completed at the end of service delivery.</u></p>	
Primary Performance Measure Targets			
Statewide Output Targets	Subcontractor Output Targets	Statewide Outcome Targets	Subcontractor Outcome Targets
2,250 economically disadvantaged children or children with exceptional needs will start in a CNCS-supported early childhood education program.	128 San Bernardino County economically disadvantaged children or children with exceptional needs will start in a CNCS-supported early childhood education program.	1,855 of 1,920 high need children receiving at least 35 hours of social emotional, literacy, and numeracy skills will meet age appropriate school readiness milestones in one or more areas they had not initially met.	128 San Bernardino County high need children receiving at least 35 hours of social emotional, literacy, and numeracy skills will meet age appropriate school readiness milestones in one or more areas they had not initially met.

Statewide Output Targets (continued)	Subcontractor Output Targets (continued)	Statewide Outcome Targets (continued)	Subcontractor Outcome Targets (continued)
1,920 economically disadvantaged children or children with exceptional needs will complete participation in a CNCS-supported early childhood education program.	102 San Bernardino County economically disadvantaged children or children with exceptional needs will complete participation in a CNCS-supported early childhood education program.	1,145 children will demonstrate gains in school readiness in terms of social and/or emotional development.	77 San Bernardino County children will demonstrate gains in school readiness in terms of social and/or emotional development.
800 parents of economically disadvantaged children will begin 5 hours of family literacy training on book sharing with their child.	0 San Bernardino County parents of economically disadvantaged children will begin 5 hours of family literacy training on book sharing with their child.	1,245 children will demonstrate gains in school readiness in terms of literacy skills.	64 San Bernardino County children will demonstrate gains in school readiness in terms of literacy skills.
480 parents of economically disadvantaged children complete 5 hours of family literacy training on book sharing with their child.	0 San Bernardino County parents of economically disadvantaged children complete 5 hours of family literacy training on book sharing with their child.	1,000 children will demonstrate gains in school readiness in terms of numeracy (math) skills.	64 San Bernardino County children will demonstrate gains in school readiness in terms of numeracy (math) skills.
		336 of 480 parents of economically disadvantaged children who complete 5 hours of family literacy training on book sharing with their child will demonstrate improved family literacy behaviors.	0 San Bernardino County parents of economically disadvantaged children who complete 5 hours of family literacy training on book sharing with their child will demonstrate improved family literacy behaviors.

PERFORMANCE MEASURE TITLE: VOLUNTEER RECRUITMENT	
Need	
Required	
Expected Results	
Engage Community Volunteers in Service	
Member Activities to Achieve Expected Results	
<p>a. Target population is all community members with a particular focus on Parents of the beneficiary children.</p> <p>b. 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.</p>	
Measurement Tools	
<ul style="list-style-type: none"> • Volunteer Log to collect data on # of volunteers recruited for <u>ongoing</u> activities • Volunteer Log to collect data on # of volunteers recruited for <u>one-time</u> activities. • Volunteer Log to collect data on # of volunteer hours for <u>ongoing</u> activities. • Volunteer Log to collect data on # of volunteer hours for <u>one-time</u> activities. 	
Performance Measure Targets	
Statewide Output Targets	Subcontractor Output Targets
220 volunteers recruited for ongoing activities.	4 San Bernardino County volunteers recruited for ongoing activities.
440 volunteers recruited for one-time activities.	16 San Bernardino County volunteers recruited for one-time activities.
1,320 volunteer hours for ongoing activities.	64 San Bernardino County volunteer hours for ongoing activities.
880 volunteer hours for one-time activities.	32 San Bernardino County volunteer hours for one-time activities.

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: Members receive the training to provide quality service to the community and to the children that they serve.		Outcome: Members increase knowledge & skills, gain insight into the community, and experience the power of national service.	
Member Activities to Achieve Expected Results			
<ul style="list-style-type: none"> • 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 <u># of members and # of training hours</u>		<u>Member Performance Evaluation</u> to collect data on <u>member skill increases</u> . Administered by <u>Member Supervisor</u> Frequency: <u>3x per year</u>	
Performance Measure Targets			
Statewide Output Targets	Subcontractor Output Targets	Statewide Outcome Targets	Subcontractor Output Targets
115 members will complete Core Training.	4 San Bernardino County members will complete Core Training.	70% of members will increase knowledge and skills by 10%.	3 member(s) will increase knowledge and skills by 10%.

2015-16 AmeriCorps Member Living Allowance Schedule			
Pay Period:	Member must submit timesheet no later than*:	Date Service Site Supervisor must approve timesheet no later than:	Pay Date:
8/1/15 – 8/15/15	8/17/15	8/18/15	8/25/15
8/16/15 – 8/31/15	9/1/15	9/2/15	9/10/15
9/1/15 – 9/15/15	09/16/15	09/18/15	9/25/15
9/16/15 – 9/30/15	10/1/15	10/2/15	10/9/15
10/1/15 – 10/15/15	10/16/15	10/19/15	10/23/15
10/16/15 – 10/31/15	11/2/15	11/3/15	11/10/15
11/1/15 – 11/15/15	11/16/15	11/17/15	11/25/15
11/16/15 – 11/30/15	12/1/15	12/2/15	12/10/15
12/1/15 – 12/15/15	12/16/15	12/17/15	12/23/15
12/16/15 – 12/31/15	1/4/16	1/4/16	1/8/16
1/1/16 – 1/15/16	1/19/16	1/19/16	1/25/16
1/16/16 – 1/31/16	2/1/16	2/2/16	2/10/16
2/1/16 – 2/15/16	2/16/16	2/17/16	2/25/16
2/16/16 – 2/28/16	3/1/16	3/2/16	3/10/16
3/1/16 – 3/15/16	3/16/16	3/17/16	3/25/16
3/16/16 – 3/31/16	4/1/16	4/1/16	4/8/16
4/1/16 – 4/15/16	4/18/16	4/18/16	4/25/16
4/16/16 – 4/30/16	5/2/16	5/3/16	5/10/16
5/1/16 – 5/15/16	5/16/16	5/17/16	5/25/16
5/16/16 – 5/31/16	6/1/16	6/2/16	6/10/16
6/1/16 – 6/15/16	6/16/16	6/17/16	6/25/16
6/16/16 – 6/30/16	7/1/16	7/1/16	7/8/16
7/1/16 – 7/15/16	7/18/16	7/19/16	7/25/16
7/16/16 – 7/31/16	8/1/16	8/2/16	8/10/16
8/1/16 – 8/15/16	8/16/16	8/17/16	8/25/16
8/16/16 – 8/31/16	9/1/16	9/2/16	9/9/16
9/1/16 – 9/15/16	9/16/16	9/19/16	9/26/16
9/16/16 – 9/30/16	10/3/16	10/4/16	10/10/16
10/1/16 – 10/15/16	10/17/16	10/18/16	10/25/16
10/16/16 – 10/31/16	11/1/16	11/2/16	11/10/16

*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 3
AUGUST 5, 2015**

Subject	Healthy Communities Initiative (HCI) Requests for Proposals (RFP 15-02) for Fiscal Years 2015-2018.
Recommendations	Terminate the procurement process, rejecting all proposals for the Healthy Communities Initiative (HCI) Request for Proposals (RFP 15-02). (Presenter: Karen E. Scott, Executive Director, 252-4252)
Financial Impact	None
Background Information	<p>The Healthy Communities Initiative (HCI) Request for Proposals (RFP 15-02), was released in April 2015 under the Systems and Networks Strategic Priority Area in the amount of \$1 million per year for a total amount of \$3 million for Fiscal Years 2015 through 2018.</p> <p>The Commission’s intent with continued investment in the <u>Healthy Communities systems</u>, was specifically:</p> <ul style="list-style-type: none"> ➤ to support transformational systems that lead to long-term improvements, using the strength obtained by well-established collaborative and contributing partnerships; ➤ to ensure utilization of systems and networks to support measurable results as it applies to health outcomes for children ages 0-5, outcomes that are research-based, sustainable, effective and reach children and families most in need; and ➤ to seek and support the necessary components for successful Healthy Community Initiatives which include health elements written in the City’s General Plan, strong political support, a coordinating structure, active community participation, effective leadership, sustainability plan and a monitoring/evaluating methodology. <p>Although various models are operating throughout the cities of the County of San Bernardino, the First 5 San Bernardino (F5SB) Commission sought proposals that demonstrated the ability to improve community health through policy, systems, and environmental changes.</p> <p>The Commission received (5) proposals requesting \$2.6 million. Through the standard review process, the submitted proposals received the lowest overall scores for any RFP in recent years. One proposer was unsuccessful at the fiscal phase. Two proposers submitted proposals to provide direct services, which were not being procured under the RFP. The two remaining proposers requested funding for activities that did not fully meet the objectives sought in this RFP.</p> <p>Based on the obvious incongruence with what the Commission was looking for and what was proposed, the quantity and content of the proposals received, and the likelihood of meeting the Commission’s objectives for the initiative, staff recommends that the Commission, pursuant to Section III. Procurement Conditions – (B) Acceptance or Rejection of Proposals (RFP pg. 6), terminate the procurement process in the best interest of the Commission and reject all proposals for the</p>

Healthy Communities Initiative (HCI) Request for Proposals (RFP 15-02).

The Commission and Advisory Committee, working together, are returning to the drawing board. The Commission intends to contribute to child health improvement through systems/communities, where and in the manner it has the greatest impact, is most effective, most efficient, and the results or approach are sustainable.

One positive reflection that emerges from the work of RFP 15-02 is that the leadership of our many cities are doing well related to their own unique Healthy Communities work, and that the F5SB's independent support has contributed to success, even though it has now run its course.

Upon approval to terminate the procurement process of RFP 15-02, all proposers will be notified. Funding set aside for this initiative will return to the Commission's uncommitted fund balance.

Review

Sophie Akins, Commission Counsel

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



**AGENDA ITEM 4
AUGUST 5, 2015**

Subject	Family Development Matrix (FDM) design completion
Recommendations	Receive information on completion of the design of the Family Development Matrix (FDM) to be used in the Family and Community Support and Partnerships child abuse prevention initiative. (Presenter: Scott McGrath, Supervisor, 252-4259)
Financial Impact	None
Background Information	<p>On April 1, 2015, the Commission approved Contract IC028 with Matrix Outcome Model (MOM) LLC for access to the Family Development Matrix (FDM), a complementary assessment, case management and evaluation tool to be used by agencies awarded contracts under the Family and Community Support Partnerships (FCSP) initiative. As the Commission will recall, the FDM is used to structure service delivery to ensure best practice and to standardize data collection for the sake of reliable evaluation of the program.</p> <p>MOM staff was contracted to provide internal support and technical assistance for the design of the FDM to be used for the FCSP initiative. Beginning in January of 2015, the design group worked to structure the FDM framework. The group consisted of staff from First 5 San Bernardino (F5SB), Children’s Fund and the following County departments: Children and Family Services, Public Health and Children’s Network. Feedback on the indicators was obtained by parents in the community. This process was complete in June of 2015.</p> <p>The FDM designed for the County of San Bernardino is comprised of 19 indicators associated with family stability. Participating families are assessed on each of the indicators and assigned a status level from four categories; In-Crisis, At-Risk, Stable and Safe/Self –Sufficient. Four of the indicators were chosen from a standardized list used across the state that are connected to the 5 protective factors associated with the Strengthening Families framework. The indicators designed for the San Bernardino County Matrix are:</p> <ul style="list-style-type: none">• Community Resource Knowledge• Social Interactions• Basic Household Necessities• Home Environment• Utilities• Transportation• Adult Education• Employment• Child Care• Child Wellness• Ages and Stages Screening (Developmental Screening)• Attachment and Bonding• Male Involvement• Presence of abuse (Substance)• Violence

-
- Functioning and Coping
 - Emotional Wellbeing, Sense of Life and Value
 - Physical Health
 - Prenatal Enrichment

FCSP providers received extensive training in July through a webinar and a one and a half-day training in the use of the FDM and will meet quarterly with each other and First 5 staff to share feedback for the purpose of continual quality improvement. Data generated from the FDM will be shared with the Commission as it is made available.

Review

Sophie Akins, Commission Counsel



**AGENDA ITEM 5
AUGUST 5, 2015**

Subject	First 5 IMPACT Program – Funding Opportunity
Recommendations	Receive information regarding Application Phase 1 for the First 5 IMPACT (Improve and Maximize Programs so All Children Thrive) Program, a First 5 California Quality Rating and Improvement System collaborative and funding opportunity for Fiscal Years 2015-2016 through 2019-2020. (Presenter: Chrystina Smith-Rasshan, Staff Analyst II, 252-4267))
Financial Impact	None
Background Information	<p>As approved by the Commission on June 3rd, the Letter of Intent (LOI) was submitted to First 5 CA on July 13th to indicate the Commission and County’s interest in participating in First 5 IMPACT. First 5 San Bernardino will serve as the Lead Agency for this funding opportunity that supports quality improvement systems throughout San Bernardino County. 57 out of 58 counties have committed to participate in the First 5 IMPACT program; 41 of these commitments are from First 5 Commissions.</p> <p>The IMPACT application is a two-phase process with this first application (Phase 1) due on August 24th and the next (Phase 2) on November 20th.</p> <p>To receive First 5 IMPACT Base Layer funds, each participating Lead Agency will complete a First 5 IMPACT Phase 1 Application. Included is an Inventory of Current Community Assets (Asset Map). The Asset Map will help identify current community agencies providing currently existing services and supports to early learning settings.</p> <p>Only counties that previously submitted the First 5 IMPACT Letter of Intent are eligible to submit the Phase 1 Application for Base Layer funds. The identified Lead Agency for the county or region must fill out each section, as applicable, and sign and date.</p> <p>Application Phase 1 secures the Base Funding for San Bernardino County in the amount of \$2,241,758 for a 5-year period.</p> <p>Phase 1 of the applications asks lead agencies to state:</p> <ul style="list-style-type: none"> • The estimated number of participating sites <ul style="list-style-type: none"> ➢ First 5 San Bernardino proposed 181 sites • Whether they are a single county or multi-county region. <ul style="list-style-type: none"> ➢ First 5 San Bernardino (F5SB) applied as single county • Implementation Step in which the county will participate. <ul style="list-style-type: none"> ➢ F5SB will participate at Step 3 which includes: <ul style="list-style-type: none"> ▪ All elements of the rating Matrix ▪ Teacher-Child Interactions and Family Engagement from the Pathways framework, ▪ All seven elements of system functions ▪ Tiered Ratings ▪ Quality Improvement Plans for all sites

With the assistance of VIVA, a F5SB consultant, F5SB has helped to establish a QRIS Consortium whose members include Local Education Agencies, Higher Education Institutions, Preschool Services Department, and the Local Child Care Planning Council, several San Bernardino County departments and the Child Care Resource and Referral agency. This consortium will provide early learning expertise and local perspective as active members of the Quality Rating Improvement System (QRIS) throughout the strategic planning and implementation process.

Currently the QRIS strategic planning process is being facilitated by VIVA and the consortium has already began exploring some of the questions to be answered in response to First 5 IMPACT **Phase 2**.

Phase 2 of the application will be due in November 2015. Additional information will be shared with the Commission prior to the application’s submission.

First 5 IMPACT funding will be utilized as a leveraged resource to support quality improvement work, through a system and mission developed and coordinated by the QRIS Consortium.

This application is in support of First 5 SB’s Strategic Plan, SPA 2: Systems and Networks wherein F5SB is providing leadership in the development of this QRIS – a system that supports children prenatal through age 5, and results in sustainable and collective impact.

Please refer to the following Attachments:

Attachment A - IMPACT Phase 1 Application

Review

Sophie Akins, Commission Counsel

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

FORM 2. First 5 IMPACT Phase 1 Application – Base Layer Funding

The Phase 1 portion of the application is due August 10, 2015.

To receive First 5 IMPACT Base Layer funds, each participating Lead Agency will complete a First 5 IMPACT Phase 1 Application. Included is an Inventory of Current Community Assets (Asset Map). The Asset Map will help identify current community agencies providing currently existing services and supports to early learning settings.

Only counties that previously submitted the First 5 IMPACT Letter of Intent are eligible to submit the Phase 1 Application for Base Layer funds. The identified Lead Agency for the county or region must fill out each section, as applicable, and sign and date.

Section I. About the Lead Agency

First 5 IMPACT Lead Agency		
Lead Agency	Lead Agency Executive Director	Phone Number
First 5 San Bernardino	Karen Scott	909-386-7706
Address	City	Zip Code
735 E. Carnegie Dr. Suite 150	San Bernardino	92408
Signature	Date	E-mail
		kscott@cfc.sbcounty.gov
Program Lead Contact		
Name	E-mail	Phone Number
Chrystina Smith-Rasshan	Chrystina.Smith-Rasshan@cfc.sbcounty.gov	909-252-4267
Fiscal Lead Contact		
Name	E-mail	Phone Number
Debora Dickerson- Sims	Debora.Dickerson-Sims@cfc.sbcounty.gov	909-252-4269

By signing this signature page, the applicant agrees to the targets in the RFA Appendix K or agrees to reduce targets with the understanding reduced targets mean a corresponding reduction in funding. Further, Lead Agencies certify the information

contained in the First 5 IMPACT Phase 1 application is true to the best of their knowledge.

Section II. County or Region Steps and Targets

1. Is this county applying as a single county or multi-county region?

If counties apply as a region or county group to form a broader consortium, there must be at least one participating site within each county.

Single County

Multi-county Region (Please identify other counties applying in this region)

2. Will this county or regional consortium accept or reduce its site targets?

Please use First 5 IMPACT RFA Appendix K, First 5 IMPACT Five-Year Funding Projections and Site Targets, Column 3 to complete the information below.

NOTE: Counties or regions reducing the site targets will receive a corresponding reduction in Implementation Step funding.

This county/region accepts the site target of 181 identified in the First 5 IMPACT RFA.

This county/region will reduce its site target to _____ with the understanding this county/region will receive a corresponding reduction in funding relative to the number of sites targeted and served.

3. On which Implementation Step(s) should this county or region's funding be based?

Funding is based on the Implementation Step of at least 51 percent of participating sites or, if no Implementation Step reaches 51 percent of participating sites, the consortium's funding will be based on Step 2. See First 5 IMPACT RFA, Appendix K, First 5 IMPACT Five-Year Funding Projections and Site Targets for details about Implementation Step Funding and target requirements.

At least 51 percent of participating sites will be at (Please check one):

Step 1

Step 2

Step 3

OR

- Sites in this county will be at different Implementation Steps, but for this consortium, fewer than 50 percent of sites will be at any one Implementation Step; default funding level will be Step 2.

4. Is this county (or any counties in the regional consortium) a current recipient of a CSPP QRIS Block Grant?

Counties that are not current CSPP QRIS Block Grant recipients may use First 5 IMPACT funds from Year 1 to develop their QRIS and conduct initial ratings of CSPP sites. Once CSPP QRIS Block Grant funds have been secured, those funds must support the rating and quality awards for sites with CSPP funding. First 5 IMPACT funds may be used to align, but not supplant, CSPP QRIS Block Grant activities.

- Yes, this county (or one or more counties in this region, if applying as a region) is a current recipient of the CSPP QRIS Block Grant
- No, this county is not (nor is any other county in the region, if applying as a region) a current recipient of the CSPP QRIS Block Grant

5. Which reimbursement schedule will this Lead Agency adhere to?

Lead Agencies regions have the option to submit First 5 IMPACT Reimbursement Claims (forthcoming) on a quarterly basis or biannual basis. Please select one:

- Quarterly – due April 30, July 31, October 31, and January 31 of each year
- Biannual – due January 31 and July 31 each year

Section III. First 5 IMPACT Phase 1 Asset Map Template

This template is to be used for the submission of a First 5 IMPACT Phase 1 Asset Map for each consortium. Lead Agencies are encouraged (but not required) to seek input from potential community partners who will comprise their local/regional consortium to complete this Asset Map. **NOTE: If applying as a regional consortium**, every county in the region must complete this section, questions 1 through 5. It is the responsibility of the Lead Agency to collect information from participating counties in the region and submit each county's form with the Phase 1 application.

Name of County: San Bernardino

1. What local community agencies currently provide early learning services or supports in your county? Please identify all relevant agencies, not only potential members of your local consortium. You will be asked to identify consortium partners in the First 5 IMPACT Phase 2 High-Quality Action Plan (Form 3). Check all that apply and fill in the name of the agency.

<input checked="" type="checkbox"/>	A. First 5 County Commission: First 5 San Bernardino
<input type="checkbox"/>	B. CSPP Block Grant Lead Agency (if applicable):
<input checked="" type="checkbox"/>	C. Local Educational Agency (if not otherwise included): Adelanto Elementary School District , Alta Loma School District, Apple Valley Unified School District, Baker Valley Unified School District, Bear Valley Unified School District, Central School District, Colton Unified School District, Cucamonga School District, Etiwanda School District, Helendale School District, Morongo Unified School District, Mountain View School District, Mt Bald Joint School District Needles Unified School District, Oro Grande School District, Redlands School District, Rim Of the World School District, silver Valley School District Snowline School District, San Bernardino Superintendent County of Schools, County of San Bernardino Preschool Services Department, Trona Unified School District, Upland Unified School District, Victor Elementary School District, Easter Seals, Barstow Unified School District, Fontana Unified School District, Hesperia Unified School District, Lucerne Valley Unified School District, Ontario Montclair School District, Rialto Unified School District, San Bernardino City Unified School District, Yucaipa –Calimesa Joint Unified School District
<input type="checkbox"/>	D. RTT-ELC Lead (if not otherwise included):
<input checked="" type="checkbox"/>	E. Institution(s) of Higher Education: California State University San Bernardino, Chaffey Community College, Crafton Community College, San Bernardino Valley Community College, University of Redlands, Victor Valley Community College, and Copper Mountain Community College, National University, Barstow Community College and Loma Linda University

☒	F. Local Child Care Planning Council: San Bernardino County Local Child Care Planning Council
☒	G. Resource & Referral Agency(ies): Child Care Resource Center, Pomona Unified School District
Other agencies not listed above that provide services to children birth through age 5	
☒	H. Early Head Start/Head Start Grantees: Head Start Grantee :County of San Bernardino Preschool Services Department Delegate Agency: Easter Seals Southern California Early Head Start Grantees: County of San Bernardino Preschool Services Department Volunteer of America Delegate Agency: Easter Seals Southern California
☒	I. Early Education and Support Division (EESD), CDE (e.g., CSPP, General Child Care, Alternative Payment, Migrant, CalWORKS Stage 2 & 3): Workforce Development, Welfare to Work, CalWORKS, Child Care Resource Center, Pomona Unified School District, CSPP
☒	J. County Health and Human Services: Children and Family Services, Department of Behavioral Health, Department of Public Health, Transitional Assistance Department - Stage 1
☒	K. Other (e.g., Family Resource Center(s), Home Visiting Program(s), Federal Migrant or Tribal Child Care Program, Library, etc.): County Libraries, Save the Children and various support agencies, San Bernardino Superintendent County of Schools and various LEAs, County of San Bernardino Preschool Services Department, Volunteers of America , 211

Definition of Terms for Tables

1. **Agencies and their Assets.** Complete the tables on the following pages to identify and describe current community assets that contribute to your county's current workforce quality, site-based CQI, and family engagement and strengthening efforts. Use the following terms to complete tables 2A, 3A, and 4A:

- **Agency** – Identify the community agency using the drop-down menu; codes correspond to the agencies identified in question 1 of Section III (this section).
- **Asset** – Identify one or more areas of current capacity for each selected agency, including:
 - *Resources* (funding, administrative staffing, materials for quality improvement activities, content expertise, etc.)
 - *Data* (database management, data collection, etc.) related to workforce, sites, or families
 - *Direct services* (professional development, coaching, mentoring, assessment, home visiting, preschool provider, etc.)
 - *Other asset(s)* not included in the three listed above
- **Describe** – Provide a brief description of the agency's asset(s) and population served.

2. **Current Level of Collaboration.** Identify the level of collaboration among agencies currently supporting workforce quality, site-based CQI, and family engagement. Use the following definitions to guide your responses in tables 2B, 3B, and 4B:

- **Communicate** – Informal interagency information sharing about activity or project, as needed
- **Cooperate** – Interaction on discrete activities or projects while maintaining independent goals, and commitment and accountability to ones' own agency
- **Coordinate** – Organizations systematically adjust and align work with each other for greater outcomes; semi-interdependent goals; structured communication and formalized information sharing

- **Collaborate** – Longer-term interaction and commitment to shared mission and goals; shared decision makers and resources; tactical information sharing, focused on systems change, pooled resources, shared goals, shared power, and shared accountability

2A. Current Workforce Quality Assets (e.g., coaching, T&TA, and higher education for teachers, administrators, and/or providers)

Agency	Current Assets				Description and Population Served
	Resources	Data	Direct Services	Other	
COE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	San Bernardino County Superintendent of Schools; serves CSPP. CARES Plus Program provides professional development for preschool teachers; serves CCPC. Hosts an Early Education Library for teachers. The website is a resource for local trainings. Offers training for the Child Development Permit Professional Growth Manual. Also represents the county on the CCDA of Southern California
Other	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Desert/Mountain Children's Center: Offers coaching, T & TA for early childhood educators and administrators. Assists others in establishing early childhood comprehensive services
R&R	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Child Care Resource Center: Offers child development courses in partnership with San Bernardino Community College. Promotes statewide professional development associations and workforce development opportunities. Developed a web-based system for all partners to enter coaching and training data. Works directly with license-exempt FCC providers in groups or individually to help them improve the quality of care and/or obtain a license as an FCC provider. Launched a long distance coaching model to work with providers in remote areas via video communication. Received Early Head Start CCP Grant: goal is to increase number of quality early care and education workers for low income children in community based care settings and provide professional development.
IHE	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cal State University of San Bernardino: offers higher education for teachers and lab school experiential training.
IHE	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	University of Redlands: offers higher education for educators through the School of Education
IHE	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Chaffey Community College: offers a Child Development program for preschool teachers
IHE	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Victor Valley Community College: offers a Child Development Program for preschool teachers.

Agency	Current Assets				Description and Population Served
	Resources	Data	Direct Services	Other	
CCPC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	San Bernardino Local Planning Council
IHE	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	San Bernardino Valley Community College: offers Child Development programs for preschool teachers.
IHE	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Crafton Community College : offers Child Development programs for preschool teachers.
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hesperia Unified School District: Offers trainings, workshops, professional growth assistance and is part of the High Desert Early Childhood Professional Development Network.
Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Apple Valley Unified School District: Serves CSPP and conducts internal ECERS assessments to guide teacher development.
Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	WestEd, PITC Partners for Quality: Offers on-site and online T & TA, coaching focused on PITC and CA Early Learning and Development Systems.
F5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	First 5 San Bernardino: Offers community partner convenings and early learning partner trainings
Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Teddy Bear Tymes Child Care Center: Trained as Infant Toddler Specialist. Facilitates Special Needs and Inclusion Training. Facilitates Directors' Meetings.
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Easter Seals: Offers ECE workforce training, coaching, and mentoring.

2B. Check the current level of collaboration among agencies working to improve workforce quality specifically related to (check only one):

	Communicate	Cooperate	Coordinate	Collaborate
a. Identifying workforce improvement goals, objectives and strategies	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Communicate	Cooperate	Coordinate	Collaborate
b. Implementing strategies to improve workforce quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Recruiting and retaining early educators in workforce efforts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Meeting the education, training, and technical assistance needs of early educators from diverse cultural and linguistic backgrounds	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Meeting the education, training, and technical assistance needs of early educators working in diverse settings (centers; family child care; license-exempt; family, friend, and neighbor care; alternative settings, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Funding workforce quality efforts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Collecting and analyzing workforce data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3A. Current Site-based CQI Assets (e.g., site T&TA assistance, rating and monitoring, etc.)

Agency	Current Assets				Description and Population Served
	Resources	Data	Direct Services	Other	
F5	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	QRIS Consortium: provides leadership and communication to the QRIS consortium countywide. Provides funding to CARES Plus & EHS-CCP grant match.
Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	County of San Bernardino Preschool Services: CLASS ratings for programs Monitors quality improvement of staff, including targeted professional development. Provides coaching & TA for agency teaching staff. Received EHS-CCP grant with CCRC; this organization serves 3, and 4 year olds.

Agency	Current Assets				Description and Population Served
	Resources	Data	Direct Services	Other	
COE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	San Bernardino Superintendent County of Schools: CARES Plus program provides professional development for preschool teachers. Collects ECERS and DRDP data. Assesses classroom staff using the Pre-K CLASS First 5 San Bernardino County-funded classrooms.
R&R	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Child Care Resource Center: Offers lending library for all providers. Provides evaluation of ERS results for FCCHN providers in LA Co. Provides on-site coaching, monitoring & TA through EHS-CCP program, the Child Care Initiative Project, & licensed exempt outreach. EHS -CCP grant with County of San Bernardino Preschool Services: training and coaching for early education professionals, serves children 0-5.
Other	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Desert/Mountain Children's Center: Offers on-site T&TA.
Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hesperia Unified School District: Has CLASS assessors, completes ECERS self-assessments and offers outside agency support.
Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	WestEd, PITC Partners for Quality: Conducts multiple assessments & provides T/TA on-site and online.
Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Transitional Assistance Department of San Bernardino County: Collects and shares program & service data collected via MOUs, works with joint committees to help devise CQI systems.
F5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	First 5 San Bernardino: Provides funding to CARES Plus and EHS-CCP grant match

3B. Check the current level of collaboration among agencies working to support site-based CQI, specifically related to (check only one):

	Communicate	Cooperate	Coordinate	Collaborate
a. Identifying site-based CQI goals, objectives, and strategies	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Communicate	Cooperate	Coordinate	Collaborate
b. Implementing strategies to support CQI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Recruiting and retaining sites participating in quality improvement activities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Meeting the technical assistance needs of settings serving special populations of children (infants and toddlers, children with disabilities or other special needs, children who are homeless or in the foster care system, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Supporting quality improvement efforts in diverse settings (centers; family child care; license-exempt; family, friend, and neighbor care; alternative settings, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Funding CQI efforts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Collecting and analyzing site data	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4A. Current Family Support and Strengthening Assets

Agency	Current Assets				Description and Population Served
	Resources	Data	Direct Services	Other	
Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Screening Assessment Referral Treatment (SART) Systems
NProf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inland Empire Family Resource Center Coalition ;collective of family support agencies
Other	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Desert/Mountain Children's Center: Offers parent education and family groups for parents/families of children birth to 6 and collects data for all parent involvement to track progress.

Agency	Current Assets				Description and Population Served
	Resources	Data	Direct Services	Other	
Other	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hesperia Unified School District: Offers parenting classes through their District Family Resource Center.
COE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	San Bernardino Superintendent County of Schools: Offers monthly parenting trainings and hosts the Early Start Program
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WestEd, PITC Partners for Quality: Addresses the integration of family support and strengthening in trainings via content from PITC and CDE Early Education Learning Systems.
Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	County of San Bernardino Preschool Services Dept.: Provides family resources (school readiness, advocacy, job skills and experience, self- sufficiency, and fatherhood engagement), workshops, training, and opportunities to support and strengthen family engagement in children's educational and social needs. Support is offered to all families in San Bernardino County with a focus on those families with children ages 0-5 years.
Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Apple Valley Unified School District: Offers resources and workshops through their family centers.
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Easter Seals: Provides direct mental health services as needed
NProf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Children's Fund: Provides basic items such as beds, bedding, clothing, food, rental assistance, etc. to families to meet their emergent needs.
F5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	First 5 San Bernardino: Funds case management and parenting classes for families with children 0-5.
R&R	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Child Care Resource Center: Provides family literacy services to children and parents through the Mother Read Program. Conducts developmental screenings (ASQ) with parents and children. R & R manager is certified as a Strengthening Families Trainer.
Other	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Transitional Assistance Department of San Bernardino County: Provides public assistance program, community resources and information to aid families/children in need, and collects and shares service data via MOUs.

4B. Check the current level of collaboration among agencies working to improve family and child outcomes, specifically related to (check only one):

	Communicate	Cooperate	Coordinate	Collaborate
a. Identifying goals, objectives, and strategies for engaging and strengthening families to support their children’s early learning and development	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Identifying goals, objectives, and strategies to ensure all children receive developmental screening	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Identifying goals, objectives, and strategies to ensure all children have access to health services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Implementing strategies/programs to engage, strengthen, and meet the needs of families <u>from diverse cultural and linguistic backgrounds</u> and families <u>with special populations of children</u> (infants and toddlers, children with disabilities and other special needs, children who are homeless or in the foster care system, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Serving families with children in diverse early learning settings (centers, family child care, license-exempt, family, friend, and neighbor care, alternative settings, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Funding family engagement and strengthening efforts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Collecting and analyzing family data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Communicate	Cooperate	Coordinate	Collaborate
h. Communicating the importance of high-quality early learning to families	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. In the space below, briefly summarize community strengths and efficiencies, as well as gaps, inefficiencies, and duplication of efforts related to assets (questions 2 A., B., and C.) and current levels of collaboration (questions 3 A.,B., and C.) in workforce development, site-based CQI, and family support and strengthening efforts.

- a. Current strengths and efficiencies in workforce development, site-based CQI, and family support and strengthening efforts:

The County of San Bernardino has identified strengths in the following areas: Workforce Development and Family Support and Strengthening; stipends and incentives are available for preschool teachers through the CARES Plus, TK stipends and AB12 program. Various agencies conduct CLASS assessments to improve quality of teacher/child interactions, along with based coaching and mentoring for professional development. Local community colleges and universities offer Child Development programs and other Early learning careers. The San Bernardino County Of Education along with First 5 San Bernardino and various county departments fund Family Strengthening initiatives to support families. For example, the County of San Bernardino’s Department of Behavioral Health provides integrated services that encompass: Community Services Support, Prevention and Early Intervention, Innovation, Workforce Education and Training and Capital projects. In addition Head Start grantees provide extensive family support services as a condition of funding. Blended funding opportunities are being explored to address family needs when ECE funding cannot be directly spent on support services being requested by families.

In summary, the capacity to collaborate and leverage across programs and agencies presents a unique opportunity to centralize and systematize existing resources. The Child Care Policy Council has been successful in uniting relevant agencies around key issues. Workforce Development strengths include local community colleges, CARES Plus, Special Needs Teacher Training, and Director Trainings. Community agencies have developed a common vision for supporting the needs of early learners and families.

- b. Current gaps, inefficiencies, and duplication in workforce development, site-based CQI, and family support and strengthening efforts:

Current gaps were found in Coordination and CQI efforts. The County of San Bernardino does not currently have a QRIS in place to monitor quality improvement of CQI within the county. There are significant gaps in local rating and assessment capacity within the county. Connecting with home base programs is also a challenge. Additionally, Child Development programs are offered however, efforts, program design, protocols, and job placements are not coordinated. In addition, the size and geographic diversity of San Bernardino County is a challenge. Remote areas are often underserved or sparse in terms of resources.



**AGENDA ITEM 6
AUGUST 5, 2015**

Subject	Policy and Advocacy Assets
Recommendations	Receive information regarding the development of Policy and Advocacy Assets by First 5 CA and the First 5 Association. (Presenter: Karen E. Scott, Executive Director, 252-4252)
Financial Impact	None
Background Information	<p>The First 5 San Bernardino (F5SB) Commission has stated a desire and intent to develop a Policy Agenda and Advocacy/Legislative Support process from where the Commission can operate.</p> <p>First 5 CA and the First 5 Association are leading some very helpful work related to collective broad policy work and advocacy impact. Alexis Fernández, a new Policy Director has been hired with the F5 Association. Ms. Fernandez has “hit the ground running” with a project to identify policy and advocacy assets among our individual counties as well as the entire State of First 5 Commissions.</p> <p>Executive Directors have been asked to complete a survey by August 14th to assist this policy asset inventory. The State is looking for our most “advocacy-oriented” Commissioner. Because of the expressed interest of Supervisor Gonzales and Commissioner Vargas in participating in the development of our local policy agenda, it was recommended that Ms. Fernandez reach out to them as soon as possible. Their input is vital based on their relevant leadership roles in the community and on the Commission. Commissions are also asked to identify others in our community who would take action on behalf of First 5, being specific, recommending one or two GREAT contacts, which is much more helpful than 5-10 that are possibly helpful or less well-connected contacts.</p> <p>Aside from the responses of the First 5 Commissioner Survey and the First 5 Executive Director Survey (<i>see Attachment A</i>), strong policy “assets” (political allies) and advocates are being identified by or associated with:</p> <ul style="list-style-type: none"> ▪ Commissioners - with other relevant leadership roles in the community (e.g. pediatrician involved with local medical association) or with expertise that may be useful to a policy priority (e.g. dentist who serves low-income children) ▪ Boards of Supervisor members strongly supportive of First 5 and/or active in CSAC ▪ State and local elected officials - including members of the California Legislature or municipal elected officials (e.g. mayor) ▪ County and state department leadership (especially those active in statewide work) ▪ School board members ▪ Large grantees (especially those connected to statewide policy work) ▪ Leaders from advocacy organizations -particularly organizations that are actively engaged in local and state policy and can take positions on First 5’s policy priorities ▪ Leaders from other community based organizations ▪ Community thought leaders/community influencers

-
- Leaders in academics and research
 - Especially those working on issues related to First 5's policy priorities
 - Community foundation leaders

This movement will build and grow over time and we want San Bernardino County well represented. I will take any recommendations or suggestions over the next week before submitting the survey.

Related to our own policy and advocacy work, I have polled other Southern Region First 5 Commissions about their policy agendas and approach to advocacy and have received a wide spectrum of possibilities that could work for First 5 San Bernardino. The Advisory Subcommittee developed specifically to explore this legislative/advocacy subject has convened and provided some preliminary direction. We will meet again, bringing all the most up-to-date information together and formulate a recommendation that I will present to the Commission for tweaking or adoption.

Review

Sophie Akins, Commission Counsel

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

Relevant Highlights from the First 5 Commissioner Survey

Beginning in May of 2015 the Association conducted a statewide survey of First 5 commissioners. Thus far, we've received 134 responses representing 34 county commissions.

The survey highlights that commissioners:

- Are open to supporting First 5's policy work;
- Represent a wide range of expertise and experience; and
- Maintain diverse community connections and relationships that may be useful for our policy work.

Perceived Role of Commissioner

Fifty nine percent of commissioners surveyed strongly agree and thirty nine percent agree that they support their First 5's efforts to promote public policy. Furthermore, the great majority (94%) either agree or strongly agree that they have skills and connections that can help further First 5's public policy efforts.

Diversity of Expertise & Experience

Survey respondents identify with a wide range of groups, whose expertise and experience may be useful to our future policy work:

- Member of BOS (14%)
- Pediatrician (14%)
- Public Health Official (16%)
- Welfare or Social Services Director (19%)
- Early Care Advocate or Educator (30%)
- County School Superintendent or School District Official (22%)
- Parent or Community Advocate (31%)

Existing Connections and Relationships

A significant portion of respondents reported very strong connections with local elected officials (60%) and local government leaders (59%). Many others had strong connections with K-12 leaders (52%) and ECE leaders (64%).

Relevant Highlights from the First 5 Executive Director Survey

In April 2015, PR & Company presented a strategic communications overview which included an initial map of the First 5 network. This map was based on a survey of 42 First 5 Executive Directors. PR & Co. found:

Commissions with:

- 117 county health and human services officials
- 50 county supervisors
- 46 health experts
- 45 county education officials
- 44 education experts
- 37 parents and community advocates
- 19 municipal elected officials
- Leaders from nonprofit, business, criminal justice and legal fields

72,000 + grantees and service partners

More than 1 million parents and one million children served by First 5 programs.

Executive Directors with *strong* or *very strong* connections to:

- Boards of Supervisors (95%)
- County Departments (98%)
- Early Learning Providers (95%)
- School Districts (68%)
- City Governments (51%)
- Foundations (51%)
- Pediatricians (49%)
- Parents (44%)



**AGENDA ITEM 7
AUGUST 5, 2015**

Subject	State Legislative and Budget Update
Recommendations	Receive information regarding the 2015/2016 CA State Budget Overview and summary of legislative bills of interest to First 5 Commissions. (Presenter: Karen E. Scott, Executive Director, 252-4252)
Financial Impact	None
Background Information	At the July 23 rd meeting, the First 5 California State Commission presented as Agenda Item 6 (<i>see Attachments A and B</i>), the budget overview and summary of legislative bills of interest from the final CA State Budget for 2015/2016. The three issue areas that First 5 CA tracks include Early Learning, Child Health, and Revenue.
Review	Sophie Akins, Commission Counsel

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



Final 2015–16 Budget Overview

The final 2015–16 Budget Act was signed by Governor Edmund G. Brown Jr. on June 24, 2015, and contains three issue areas of note for First 5 California. The following details the results in each of these three issue areas, each of which the Commission advocated: early learning, child health, and First 5 California revenues.

EARLY LEARNING

The final Budget Act makes additional investments of over \$400 million in the 2015–16 budget year for California's early learning and care system. The budget deal invests \$234.2 million more in increases to child care programs for the 2015–16 budget year than the Governor's May Revise case load-based budget, including total ongoing (annualized) investments of \$141 million in non-Proposition 98 general fund and \$100 million in Proposition 98 funding. The package represents investments in the three areas First 5 California and its advocacy partners supported: access, affordability, and quality improvement.

ACCESS: 20,330 new slots

Increased slots:

- 6,800 new Alternative Payment Program vouchers (starting July 1, 2015) with a priority for infant/toddler access.
- 7,030 new full-day, full-year State Preschool slots (starting January 1, 2016). Of these additional slots, 5,830 slots are for full-day local educational agency (LEA)-administered programs, and 1,200 slots are for full-day non-LEA programs.
- 2,500 additional part-day State Preschool slots prioritized for students with disabilities (included in the May Revise).
- 4,000 full-day State Preschool slots (included in the 2014–15 Budget Act and annualized in the May Revise).

These access increases are in addition to the \$116 million in CalWORKS stages case-load adjustments contained in the May Revise.

The budget also shifts funds for all school-based preschool programs, both full-day and part-day, inside the Proposition 98 guarantee. Between 2011 and 2014, only part-day

preschool was funded inside Proposition 98 while, prior to 2011, all child care programs were funded inside Proposition 98.

The final Budget Act funds 20,330 more preschool and non-CalWORKS child care slots in 2015–16 compared to 2014–15. (Note: this total number includes 4,000 new full-day preschool slots negotiated as part of the 2014-15 Budget Act and thus included in the January budget.)

Transitional Kindergarten:

Trailer bill language expands child eligibility to the transitional kindergarten (TK) program through new discretion for school districts to:

- Enroll children who turn 5 years old after the TK eligibility window (December 2) at any time in the school year, so long as the child turns 5 prior to the end of the school year.
- Collect average daily attendance (ADA) once the TK-enrolled child turns 5 years old.

AFFORDABILITY: \$129 million for increased rates

- 5 percent increase to the Standard Reimbursement Rate (SRR) (starting July 1, 2015).
- 1 percent additional increase to the SRR for part-day State Preschool. This increase is intended to support the costs of improving parental information about identification and treatment for developmental disabilities, and the new requirement that teachers be provided professional development on behavioral strategies and targeted interventions to improve kindergarten readiness (starting July 1, 2015).
- Creates a separate SRR for full-day State Preschool subject to the current SRR adjustment factors so that full-day State Preschool is not limited to the SRR daily cap (starting July 1, 2015).
- 4.5 percent increase to the Regional Market Rate (RMR), which will remain at the 2009 survey, adjusted by a deficit factor (starting October 1, 2015). The new ceilings must be calculated to include the additional 4.5 percent as an “across-the-board” increase.
- 5 percent increase to the License-Exempt rates from 60 percent to 65 percent of the RMR for family child care homes (starting October 1, 2015).

These final rate increases provide an additional \$129 million above the 2014–15 Budget Act. These increases are in addition to the growth and cost-of-living adjustment (COLA) increases non-CalWORKS programs received in the May Revise.

QUALITY: new quality incentive program

- Creates a one-time Infant/Toddler Quality Rating and Improvement System (QRIS) grant for \$24.1 million dollars. This will allow coordination between current Race to the Top–Early Learning Challenge and State Preschool QRIS block grant consortia, and future First 5 IMPACT participants on increasing quality for infant/toddler child care environments via QRIS. The funding is intended to be used by the consortia for professional development, training, technical assistance, and other resources for infant and toddler care providers within the local QRIS system.

The Budget Act also makes the following changes to and investments in child care programs and infrastructure:

Health and safety:

- Increases the frequency of child care facilities inspections licensed by the California Department of Social Services (CDSS) Community Care Licensing to every three years (starting January 2017), and requires CDSS to update the Legislature frequently on implementation beginning in April 2016.

Streamlining measures:

- Requires the California Department of Education to convene a stakeholder group to provide recommendations to streamline data and other reporting requirements for child care and early learning providers, and a separate stakeholder group to examine CalWORKs Stage 2, CalWORKs Stage 3, and Alternative Payment Program child care contract requirements, program and fiscal audits, and the process by which contractors are informed of, and implement, new contract requirements. This stakeholder group will include First 5 California.
- Streamlines administrative flexibility by consolidating preschool contracts for full-day care provided by LEAs.

Miscellaneous:

- \$30 million increase in Proposition 98 funding for LEAs to operate programs through the Early Education Program for Infants and Toddlers with Exceptional Needs to provide early interventions for infants and toddlers from birth to age 2 with special needs.
- \$300,000 in one-time child care and development funds for the Resource and Referral Network to create a Consumer Education Website Statewide Database.

- Eliminates the existing sunset for the San Francisco individualized county child care subsidy pilot program, making it a permanent program.

CHILD HEALTH

- \$40 million to expand full-scope Medi-Cal coverage to Medi-Cal eligible children, regardless of immigration status (beginning May 1, 2016, at the earliest).
- Eliminates the 10 percent rate reduction for Denti-Cal care providers (beginning July 1, 2015).
- Prohibits insurance coverage from using copayments, coinsurance, deductibles, or any other form of cost sharing for the Prenatal Screening Program fee. Requires reimbursement for services covered under this program to be paid at the amount set in law and regulations.

FIRST 5 CALIFORNIA REVENUE

The final budget takes steps to address the Board of Equalization's (BOE) excessive administrative costs associated with tobacco tax enforcement by requiring the BOE to submit a report to the fiscal committees of the Legislature by February 1, 2016, outlining options and timelines for reducing these administrative costs while maintaining program effectiveness. The BOE's report must include options for increasing the rate of electronic filing for licensing forms and creating a self-sustaining licensing program.



Legislative Bills of Interest

Child Health

- AB 608** (Gordon) CalFresh: School Meals
Current Text: Introduced: 2/24/2015
- Level 1** **Support** **Location:** 6/22/2015-S. APPR. SUSPENSE FILE
Summary: Current law requires a county welfare department to compile a list of emergency food providers and make that list available upon request. This bill would instead require a county human services agency to compile a list of emergency and supplemental food assistance providers, as specified. The bill would also require a county human services agency to inform households applying for CalFresh that if the household is certified for CalFresh, specified children in the household are income-eligible for the WIC Program and all children in the household are directly certified for the National School Lunch Program and School Breakfast Program without further application.
- AB 1240** (Bonta) Pupil Nutrition: Free or Reduced-Price Meals: Breakfast
Current Text: Amended: 5/4/2015
- Level 1** **Support** **Location:** 5/29/2015-A. 2 YEAR
Summary: This bill would express legislative findings and declarations relating to the federal School Breakfast Program. The bill, from July 1, 2016, to June 30, 2017, would require each school district or county office of education maintaining any kindergarten or any of grades 1 to 12 to make a nutritionally adequate breakfast available for all of the pupils in a school, when at least 40% of the pupils enrolled at the school are needy children. On and after July 1, 2017, these requirements would apply only to schools where at least 40%, but less than 60%, of the pupils enrolled in that school are needy children. The bill, from July 1, 2017, to June 30, 2018, with respect to schools where at least 60% of the pupils enrolled at the school are needy children, additionally would require these nutritionally adequate breakfasts to be available to pupils after instruction has begun for the school day. On and after July 1, 2018, these requirements would apply only to schools where at least 60%, but less than 80%, of the pupils enrolled in that school are needy children. The bill, on and after July 1, 2018, with respect to schools where at least 80% of the pupils enrolled at the school are needy children, would additionally require these nutritionally adequate breakfasts to be available to pupils, at no cost to the pupil, after instruction has begun for the school day.
- AB 1357** (Bloom) Children and Family Health Promotion Program
Current Text: Amended: 4/29/2015
- Level 1** **Support** **Location:** 5/12/2015-A. HEALTH
Summary: This bill, subject to specified exemptions, would impose a fee on every distributor for the privilege of distributing in this state bottled sweetened beverages, and concentrate, either as concentrate or as sweetened beverages

derived from that concentrate, at the rate of \$0.02 per fluid ounce. The Board of Equalization would be responsible for administering and collecting the fee and registering the distributors upon whom the fee is imposed. These amounts would be deposited into the Children and Family Health Promotion Trust Fund, created by the bill. The bill would require moneys in the fund, upon appropriation by the Legislature, to be allocated to the Department of Public Health, the Department of Health Care Services, the California Department of Education, and the Department of Food and Agriculture for various purposes of statewide diabetes and childhood obesity treatment and prevention activities and programs, including awarding competitive grants to local governments, nonprofit organizations, school districts, and other entities for activities in support of the bill's objectives.

SB 203 (Monning) Sugar-Sweetened Beverages: Safety Warnings

Current Text: Amended: 4/6/2015

Level 1 Location: 5/1/2015-S. 2 YEAR

Support

Summary: This bill would establish the Sugar-Sweetened Beverages Safety Warning Act, which would prohibit a person from distributing, selling, or offering for sale a sugar-sweetened beverage in a sealed beverage container, or a multipack of sugar-sweetened beverages, in this state unless the beverage container or multipack bears a safety warning, as prescribed. The bill also would require every person who owns, leases, or otherwise legally controls the premises where a vending machine or beverage dispensing machine is located, or where a sugar-sweetened beverage is sold in an unsealed container to place a specified safety warning in certain locations, including on the exterior of any vending machine that includes a sugar-sweetened beverage for sale.

SB 792 (Mendoza) Day Care Facilities: Immunizations: Exemptions

Current Text: Amended: 7/2/2015

Level 1 Location: 7/14/2015-A. APPR.

Support

Summary: This bill, commencing September 1, 2016, would prohibit a day care center or a family day care home from employing any person who has not been immunized against influenza, pertussis, and measles. The bill would specify circumstances under which a person would be exempt from the immunization requirement, based on medical safety, current immunity, declining the influenza vaccination, or the date upon which he or she was hired, as specified. The bill would make conforming changes to provisions that set forth qualifications for day care center teachers and applicants for licensure as a family day care home.

Early Learning and Care

AB 47 (McCarty) State Preschool Program

Current Text: Amended: 7/2/2015

Level 1 Location: 7/8/2015-S. APPR.

Support

Summary: This bill would require, on or before January 1, 2017, all eligible children, who do not have access to transitional kindergarten or the federal Head Start program, to have access to the state preschool program the year before they enter kindergarten, if their parents wish to enroll them, contingent upon the appropriation of sufficient funding in the annual Budget Act for this purpose.

- AB 74** (Calderon) Care Facilities: Regulatory Visits
Current Text: Amended: 6/25/2015
- Level 1**
Support **Location:** 7/13/2015-S. APPR. SUSPENSE FILE
Summary: This bill would make community and residential care facilities, child day care centers, and family day care homes subject to an annual unannounced visit by the Department of Social Services (DSS) on and after July 1, 2018. The bill would revise the provisions requiring DSS to conduct annual unannounced visits to no less than 20 percent of the facilities by instead requiring DSS to conduct annual unannounced visits to no less than 30 percent of facilities on or before July 1, 2015, and no less than 20 percent of those facilities on or before July 1, 2016, and no less than 40 percent of those facilities on or before July 1, 2017. The bill would also delete the provisions requiring an unannounced visit at least once every 5 years.
- B 427** (Weber) Early Primary Programs: Child Care Services: Eligibility: Military Families
Current Text: Amended: 5/6/2015
- Level 1**
Support **Location:** 7/6/2015-S. APPR. SUSPENSE FILE
Summary: This bill would exclude from income the amount of the basic allowance for housing provided to an individual who is on federal active duty, state active duty, active duty for special work, or Active Guard and Reserve duty in the military that is equal to the lowest rate of the allowance for the military housing area in which the individual resides for purposes of determining eligibility for child care and development services.
- AB 598** (Rendon) Child Care: Family Child Care Home Education Networks
Current Text: Introduced: 2/24/2015
- Level 1**
Support **Location:** 5/1/2015-A. 2 YEAR
Summary: Current law requires each family child care home education network to assess the educational quality of the program offered in each family child care home in the network. This bill would require that tools used to make these assessments be appropriate to family child care home settings.
- AB 713** (Weber) Elementary Education: Kindergarten
Current Text: Amended: 6/1/2015
- Level 1**
Support **Location:** 7/8/2015-S. APPR.
Summary: This bill, beginning with the 2017-18 school year, would require a child to have completed one year of kindergarten before he or she may be admitted to the first grade, thereby imposing a state-mandated local program. The bill also would specify that private school instruction at the elementary level includes kindergarten.
- AB 765** (Ridley-Thomas) Child Care and Development: Reimbursement Rates
Current Text: Amended: 3/26/2015
- Level 1**
Support **Location:** 5/29/2015-A. 2 YEAR
Summary: This bill would provide that the child care standard reimbursement rate is not intended to fund mandated costs imposed upon child development programs due to actions of law relating to minimum wage requirements, health insurance requirements, new or increased fees, new or expanded program requirements, or

other cost increases due to legislative action. The bill would require the standard reimbursement rate to be raised as needed to provide a living wage, reasonable health insurance, and retirement benefits for employees, to support the recruitment and retention of skilled and trained teachers, to support the financial stability of programs and educational quality, and to achieve gender pay equity. The bill would define cost-of-living adjustment to be, among other things, at least equal to the amount of the inflation adjustments given to K-12 education programs.

AB 1161

(Olsen) Preschool: Privately Funded Pilot Program: Tax Credits

Current Text: Amended: 7/2/2015

Level 1

Location: 7/2/2015-S. APPR.

Summary: This bill would, until January 1, 2021, authorize the California Department of Education (CDE), as part of a pilot program, to accept monetary contributions made to the California Preschool Investment Fund, which this bill would create, by a person for purposes of preschool education, as provided. The bill would require the money in the fund to be used to, among other things, fund state preschools part of the California state preschool program located in one of the 5 participating counties, as provided. The bill would require participating counties to report to CDE's Early Education and Support Division regarding the county's assessment of how the pilot program is performing. The bill would require any moneys remaining in the fund after January 1, 2021, to be transferred to any other state fund identified by CDE that provides funding for increased access to preschool programs for low-income children.

ACR 77

(Stone, Mark) California Early Intervention Services Act

Current Text: Amended: 7/9/2015

Level 1

Location: 7/13/2015-S. RLS.

Support

Summary: This measure would recognize that every child who needs comprehensive health and early intervention services and supports in order to achieve his or her developmental potential should have those services easily accessible, sufficient, responsive, timely, and of high quality. The measure would further urge the Legislature to leverage existing efforts and statutes to ensure an accountable, results-oriented, and coordinated network of resources in order to provide multidisciplinary early identification and intervention services and supports to California infants and toddlers.

SB 567

(Liu) Child Care Programs: Continuity of Services

Current Text: Introduced: 2/26/2015

Level 1

Location: 5/29/2015-S. 2 YEAR

Summary: Current law authorizes a family enrolled in state or federally funded child care and development program whose services would otherwise be terminated because the family no longer meets the program criteria to continue to receive child development services in another state or a federally funded child care and development program, as provided. This bill would require a child to be deemed eligible for the remainder of the program year subsequent to enrollment in a state or federally funded child care program.

Revenue and Governance

- AB 216** (Garcia) **Product Sales to Minors: Vapor Products**
Current Text: Amended: 6/29/2015
- Level 1** **Location:** 7/14/2015-S. THIRD READING
Support **Summary:** Current law prohibits the sale of electronic cigarettes to people under 18 years of age, and defines "electronic cigarette" as a device that can provide an inhalable dose of nicotine by delivering a vaporized solution. This bill would prohibit the sale of any device intended to deliver a nonnicotine product in a vapor state, to be directly inhaled by the user, to a person under 18 years of age, or to a person under 21 years of age if SB 151 of the 2015–16 Regular Session is enacted and takes effect. The bill would exempt from its prohibition the sale of a drug or medical device that has been approved by the federal Food and Drug Administration.
- AB 1162** (Holden) **Medi-Cal: Tobacco Cessation**
Current Text: Amended: 7/14/2015
- Level 1** **Location:** 7/14/2015-S. APPR.
Support **Summary:** This bill would provide that tobacco cessation services are covered benefits under the Medi-Cal program, would require that those services include, at a minimum, 4 quit attempts per year, and would also require tobacco cessation services to include at least 4 counseling sessions per quit attempt and a 90-day treatment regimen of any medication approved by the federal Food and Drug Administration for tobacco cessation that is covered under the Medi-Cal program as of January 1, 2015.
- AB 1396** (Bonta) **Public Health Finance**
Current Text: Amended: 6/3/2015
- Level 1** **Location:** 6/8/2015-A. INACTIVE FILE
Summary: This bill would require moneys collected and deposited in the California Tobacco Tax Act of 2015 Fund from an additional tax to be imposed on the distribution of cigarettes, a related floor stock tax, and a cigarette indicia adjustment tax to be transferred from that fund to the California Children and Families Trust Fund, which is a continuously appropriated fund, thereby making an appropriation, the Cigarette and Tobacco Products Surtax Fund, the Breast Cancer Fund, and the General Fund, as necessary to offset revenue decreases to those funds directly resulting from additional taxes to be imposed. This bill also would make funds of accounts in the California Tobacco Tax Act of 2015 Fund available to specified state entities upon appropriation by the Legislature to supplement tobacco prevention and control programs, to improve existing programs to provide quality and access to health care programs for families and children, and to supplement funding for the enforcement of laws that regulate the distribution and sale of cigarettes and other tobacco products, as specified. This bill would become operative only if SB 591 of the 2015-16 Regular Session is also enacted and takes effect on or before January 1, 2016.

- SB 24** **(Hill) Electronic Cigarettes: Licensing and Restrictions**
Current Text: Amended: 6/1/2015
Level 1 **Location:** 6/8/2015-S. INACTIVE FILE
Summary: This bill would extend the requirements of the STAKE Act to the sale of electronic cigarettes to persons under 18 years of age. The bill would extend the requirements of the STAKE Act to the sale of electronic cigarettes to persons under 21 years of age if SB 151 of the 2015-16 Regular Session is enacted and takes effect. The bill would require the Department of Public Health to enforce the STAKE Act's provisions with regard to sales of electronic cigarettes commencing July 1, 2016. The bill would require cartridges for electronic cigarettes and solutions for filling electronic cigarettes be in child-proof packaging to protect children from opening and ingesting the contents. The bill would require the Board of Equalization (BOE) to administer a statewide program to license retailers of electronic cigarettes. The bill would require retailers to apply for a license to sell electronic cigarettes and pay a specified license fee, commencing July 1, 2016, and to display the license at each retail location commencing September 30, 2016. The bill would require BOE to administer a statewide program to license retailers of electronic cigarettes, and use the revenue from this license fee only for purposes of administering the licensure program for retailers selling electronic cigarettes. This bill would prohibit the use of electronic cigarettes in a variety of specified areas where the smoking of cigarettes and other tobacco products is prohibited.
- SB 140** **(Leno) Electronic Cigarettes**
Current Text: Amended: 6/1/2015
Level 1 **Location:** 7/8/2015-A. G.O.
Support **Summary:** This bill would define the term "smoking" for purposes of the Stop Tobacco Access to Kids Enforcement (STAKE) Act. The bill also would change the STAKE Act's definition of tobacco products to include electronic devices, such as electronic cigarettes, that deliver nicotine or other vaporized liquids, and make furnishing such a tobacco product to a minor a misdemeanor. The bill would change that act's definition of tobacco products to reflect the STAKE Act's new definition of tobacco products. The bill would change the location restrictions for smoking cigarettes and other tobacco products to reflect the STAKE Act's definitions of smoking and tobacco products. The bill would make the use of electronic cigarettes in restricted locations a violation punishable as an infraction. The bill would declare that its provisions do not affect any current law or regulation that prohibits the smoking of medical marijuana in any place where smoking is prohibited by law.
- SB 151** **(Hernandez) Tobacco Products: Minimum Legal Age**
Current Text: Introduced: 1/29/2015
Level 1 **Location:** 6/18/2015-A. G.O.
Support **Summary:** The Stop Tobacco Access to Kids Enforcement (STAKE) Act, establishes various requirements for distributors and retailers relating to tobacco sales to minors. Current law requires the Department of Public Health to conduct random, onsite sting inspections of tobacco product retailers with the assistance of persons under 18 years of age. This bill would extend the applicability of those provisions to persons under 21 years of age. The bill would authorize the Department of Public Health to conduct random, onsite string inspections of tobacco product retailers

with the assistance of persons under 21 years of age.

SB 591 (Pan) Cigarette and Tobacco Products Taxes: California Tobacco Tax Act of 2015
Current Text: Amended: 6/2/2015

Level 1 **Location:** 6/10/2015-S. INACTIVE FILE

Summary: This bill would impose an additional tax on the distribution of cigarettes at the rate of \$0.10 for each cigarette distributed, which would be \$2.00 per pack. The bill would provide that the revenues collected from the additional tax be deposited in the California Tobacco Tax Act of 2015 Fund created by this bill, which would be a continuously appropriated fund, and transferred into the Tobacco Prevention and Education Account, the Tobacco Disease Related Health Care Account, and the Tobacco Law Enforcement Account to be expended for tobacco prevention and education, improve existing programs to provide quality and access to health care programs for families and children, supplement funding for the enforcement of laws that regulate the distribution and sale of cigarettes and other tobacco products, and other specified purposes. The bill would require moneys in the California Tobacco Tax Act of 2015 Fund to be transferred from the fund to the California Children and Families First Trust Fund, which is a continuously appropriated fund, the Cigarette and Tobacco Products Surtax Fund, the Breast Cancer Fund, and the General Fund, as necessary to offset revenue decreases to those funds directly resulting from imposition of additional taxes by these provisions.

Strong and Engaged Families

AB 50 (Mullin) Medi-Cal: Evidence-Based Home Visiting Programs
Current Text: Amended: 5/21/2015

Level 1 **Location:** 7/9/2015-S. APPR.

Support

Summary: This bill would require the Department of Health Care Services (DHCS), in consultation with specified stakeholders, to develop a plan on or before January 1, 2017, to ensure that evidence-based home visiting programs are offered and provided to Medi-Cal eligible pregnant and parenting women, and would require DHCS, on or before January 1, 2022, and every 5 years thereafter, to report to the Legislature, as specified. The bill would also require DHCS, in developing the plan, to consider, among other things, establishing Medi-Cal coverage for evidence-based home visiting program services and incentives for Medi-Cal providers to offer those services, and would require DHCS, in developing the plan, to prioritize the identification of funding sources, other than General Fund moneys, to fund evidence-based home visiting program services.

AB 908 (Gomez) Disability Compensation: Family Temporary Disability Insurance
Current Text: Amended: 6/18/2015

Level 1 **Location:** 7/6/2015-S. APPR. SUSPENSE FILE

Support

Summary: This bill would require the family temporary disability insurance program to provide up to 10 weeks of wage replacement benefits. This bill would, for purposes of this program, require the weekly benefit amount to be calculated with a specified formula. However, the amount would be prohibited from being less than \$250 and more than the maximum workers' compensation temporary disability indemnity weekly benefit amount.

- ACR 38** **(Brown) California Task Force on Family Caregiving**
Current Text: Amended: 6/15/2015
- Level 1**
Support **Location:** 6/29/2015-S. APPR. SUSPENSE FILE
Summary: This measure would establish the California Task Force on Family Caregiving, to meet monthly to examine issues relative to the challenges faced by family caregivers and opportunities to improve caregiver support, review the current network and the services and supports available to caregivers, and make policy recommendations to the Legislature. The task force would be required to submit an interim report to the Legislature no later than January 1, 2017, and a final report no later than July 1, 2018.
- SB 670** **(Jackson) Income Taxes: Credit: Child Care**
Current Text: Amended: 6/1/2015
- Level 1** **Location:** 7/13/2015-A. REV. & TAX SUSPENSE FILE
Summary: This bill, for taxable years beginning on and after January 1, 2016, and before January 1, 2021, would allow a credit in the amount of 30% of the costs of startup expenses for child care programs, constructing a child care facility, providing child care information and referral services, and contributing to a qualified care plan, as defined. The bill would also require the Franchise Tax Board to report to the Legislature on the effectiveness of these credits, as specified.