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Agenda: Children and Families Commission 08-2014

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

Meeting date, time, and place August 6, 2014 - 3:30 p.m.
First 5 San Bernardino
Commission Conference Center

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

Special Presentation Mark A. Daniels, LCSW, for his Commission service

Special Presentation AmeriCorps Presentation by Mary Alvarez, Staff Analyst II
(Acknowledgments to AmeriCorps Workers - Ernesto Beltran, Lilia Ferrer, Victoria Arce, and Diana Yegge; Mural Artists - Luis Soto and Alex Aguirre; and Brittany Estrada – Program Coordinator, Hope Through Housing)

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

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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Consent Item

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

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

Item No.	DISCUSSION ITEM
3	Approve Amendment A2 to Contract SI010 with Children's Fund to redirect \$58,000 for Fiscal Year 2014/2015 to San Bernardino Preschool Services Department (PSD) for Emergency Needs/Voucher Program Services. (Presenter: Bobbi Albano, Staff Analyst II, 252-4266)
4	Approve the Capacity Continuum Project Request for Qualifications (RFQ) 14-01 and authorize release for an investment opportunity aimed at attracting a qualified group or individual interested in working with the Commission to assist in the facilitation and implementation of the First 5 San Bernardino Capacity Continuum Project. This is for a contract period of three (3) fiscal years beginning October 23, 2014 through June 30, 2017 and not to exceed a total of \$750,000. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)
5	Approve Contract with Prevent Child Abuse California (PCA CA) in the amount of \$73,000 in matching funds for four (4) AmeriCorps service member positions to provide school readiness services for Fiscal Year 2014-2015. (Presenter: Mary Alvarez, Staff Analyst II, 252-4258)

Item No.	INFORMATION ITEM
6	Receive Information on Comprehensive Asset Mapping Project Report. (Presenter: Mary Jaquish, Supervisor, 252-4254 and Harder+Co)
7	Receive information that as stated in the Letter of Intent accompanying the grant application submission by Preschool Services, First 5 San Bernardino intends to provide funding, as a non-federal contribution for coaching and mentoring to support the County of San Bernardino Preschool Services Department, partnering with the Child Care Resource Center to implement the Early Head Start - Child Care Partnership program in San Bernardino County. In addition, the Commission will support the children served under this grant with the First 5 funded dental program, also as a non-federal match. (Presenter: Karen E. Scott, Executive Director, 252-4252)

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."

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**Commissioner
Roundtable**

Open to comments by the Commissioners

Next Meeting

September 10, 2014
First 5 San Bernardino
Commission Conference Center

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

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**CHILDREN AND FAMILIES COMMISSION
for San Bernardino County
AGENDA: August 6, 2014**

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contractor	Principals & Agents	Subcontractors; Principals & Agents	Commissioner Abstentions
1	N/A	N/A	N/A	
2	N/A	N/A	N/A	
3	Children’s Fund	Erin D. Phillips President and CEO	N/A	Haugan
4	N/A	N/A	N/A	
5	Prevent Child Abuse California (AmeriCorps)	Ian Hadley First 5 Service Corps Project Manager	N/A	
6	N/A	N/A	N/A	
7	N/A	N/A	N/A	

Minutes: Children and Families Commission Meeting

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

Meeting Date, Time and Location June 4, 2014
3:30 p.m.
Chair Haugan called the meeting to order at 3:34 p.m.

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

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

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Attendees **Commissioners Present**

- Leslie Egge
- Linda Haugan
- Margaret Hill
- Maxwell Ohikhuare, M.D.
- James Ramos
- Elliot Weinstein, M.D.

Staff Present

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

June 4, 2014

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Report –
Karen E. Scott
Executive
Director

Commissioner Mark Daniels

Mark Daniels has submitted his resignation and will no longer serve on the Commission. He has been a part of the group since March 2007. He will be invited to the next Commission meeting to receive recognition for his service.

Next Commission Meeting Date

The next meeting will be July 9th instead of July 2nd, due to July 4th Holiday. Please note this is the second Wednesday of the month.

Thank You

The Yucaipa Transitional Assistance Department (TAD) sent a heart-felt thank you card to our office for their new child care center. With an investment under \$4500 from the Community Engagement budget, we were able to establish one (1) new and two (2) enhanced child-care facilities within the TAD locations in Yucaipa, Redlands and Rialto.

Strategic Plan Revision

This month's ED report includes information about the new strategic plan revision being proposed under Item 2 of today's agenda. Thank you to all of the Advisory Committee and Subcommittee Members, Data and Research Committee Members, First 5 staff and Harder+Co., for their commitment and diligence in drafting our new journey.

Award for Excellence Recipient: Mary Alvarez, Staff Analyst II

Mary was given this award at the County's 25th annual recognition on May 15th. Mary was a proud choice for this nomination for her excellent work in program services including RFP and Contract Development supervising the AmeriCorps Program. Congratulations, Mary!

AmeriCorps "Community Awareness Day"

Commissioner Margaret Hill joined retired school administrator, Neal Roberts, to participate in AmeriCorps staff's "Community Awareness Day." A beautiful mural proclaiming the Power of Learning and the word "Hope" in two languages was painted at Neal Roberts Elementary School. The short story is on page 4. The artist will join us at our next Commission meeting to say a few words about the project which included collaboration with Latino Health Collaborative and Hope thru Housing. Thank you to our AmeriCorps staff, Victoria, Lily, Ernesto and Diana who spent a weekend working at this site and Mary Alvarez for her coordination.

Mobile Fresh Van

Aiming to promote healthy eating habits and ease of access to quality produce, Family Service Association (FSA) is rolling out "Mobile Fresh", its new grocery store on wheels. The bus is a unique opportunity for those in need to access fresh, healthy, quality produce. The "store" accepts cash, ATM debit cards and is in the process of accepting EBT cards.

This innovative program combines the convenience of a corner store with the selection and freshness of a farmers market. Cities such as Chicago, Philadelphia, and Nashville have been early adopters of this approach as a way to bring nutritional foods to low-income communities and others who need it most.

Currently, a pilot program is targeting residents among the 25,000 needy families whom FSA already provides nutrition, children, senior, housing and mental health programs. The eventual goal is to impact residents across 40 communities in Riverside and San Bernardino Counties that FSA services. Dom Betro, FSA's president and CEO credited initial funding partners: Kaiser Foundation, Bank of

America, Wal-Mart, Wells Fargo and Cal Fresh, for making the program possible beginning in March of this year. A retro-fitted commuter bus donated by Riverside Transit Agency replaced the converted van that was used on the streets.

Family Services Association, who is a First 5 San Bernardino funded agency, will bring their commuter bus to our parking lot for a staff tour on Thursday, June 12, 2014 from 11:00 a.m. to Noon.

When I shared this visit information with Children’s Fund and our Public Health Director, it began quite a buzz about what we could do here in our County with such a project to address not only food deserts but cultural barriers to healthy eating.

First 5 Summer Swimfest

We will be making a splash at the Jerry Lewis Swim Center at Perris Hill Park from Noon to 5:30 p.m., Friday, June 6th. Designed as a water safety campaign, this is one of our largest events where we are expecting more than 1,500 people. Come out and be trained on proper Adult Supervision and obtain your Water Watcher badge. Thank you to LuCretia Dowdy for helping to keep our communities’ children safe and making this event a successful one.

Changes to the Agenda

Ann Calkins, Executive Assistant, announced the following changes:

- Agenda Item 7 is being taken off calendar.
- Information Item 9 currently reads on the Posted Agenda as: “Receive Information on Approved Contracts for Fiscal Year 2014-15”. Instead of “Approved” it should read “Continuing”.

Consent

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

Item No.	CONSENT
1	Approve minutes of May 7, 2014 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

Item No.	DISCUSSION
2	<p>A. Conduct Public Hearing on Proposed Strategic Plan 2015-2020 for Children and Families Commission for San Bernardino County.</p> <p>B. Approve Strategic Plan 2015-2020 for Children and Families Commission for San Bernardino County.</p> <p>(Presenter: Karen E. Scott, Executive Director, 252-5252)</p> <p>The Public Hearing was conducted.</p> <p><u>Discussion:</u> None</p> <p>A motion was made by Commissioner Weinstein and seconded by Commissioner Ramos to approve Agenda Item 2. Without further comment or objection, motion carried by unanimous vote.</p>

	<p><u>Public Comment:</u> None</p>
3	<p>Approve Budget for Fiscal Year 2014-2015 and Updates to the Long Range Financial Plan. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 909-252-4269)</p> <p><u>Discussion:</u> Relating to the long-range financial plan, Commissioner Ohikhuare asked if there were any contracts that were going beyond FY 2014-15. Ms. Sims answered there were only a few.</p> <p>Commissioner Hill asked if there is a contingency plan in case First 5 is awarded any e-cigarette tax money. Ms. Sims stated the long-range financial plan is reviewed yearly. If adjustments need to be made (increases or decreases), they will be dealt with at the appropriate time.</p> <p>A motion was made by Commissioner Ohikhuare and seconded by Commissioner Hill to approve Agenda Item 3. Without further comment or objection, motion carried by unanimous vote.</p> <p><u>Public Comment:</u> None</p>
4	<p>Approve amendments to Contracts EC010 and EC011 with San Bernardino City Unified School District as follows:</p> <p>A. Amendment A1 Contract EC010 with a decrease of \$252,198 totaling a cumulative contract amount of \$2,613,137 and a contract amount of \$700,944 for fiscal year 2014-2015.</p> <p>B. Amendment A1 Contract EC011 with a decrease of \$57,284 totaling a cumulative amount of \$391,977 and a contract amount of \$95,153 for fiscal year 2014-2015. (Presenter: Chrystina Smith-Rasshan, Staff Analyst II, 252-4267)</p> <p><u>Discussion:</u> None</p> <p>A motion was made by Commissioner Ramos and seconded by Commissioner Hill to approve Agenda Item 4. Without further comment or objection, motion carried by unanimous vote.</p> <p><u>Public Comment:</u> None</p>
5	<p>Approve Amendment A3 to Contract CE009 with the County of San Bernardino on behalf of Children’s Network extending and increasing the contract for 6 months in the amount of \$218,694 for FY 2014-2015 for a total contract amount not to exceed \$1,516,144 to implement countywide educational campaigns and community events addressing child abuse prevention. (Presenter: Scott McGrath, Supervisor, 252-4259)</p> <p><u>Discussion:</u> None</p> <p>Commissioner Haugan abstained due to her position as appointing authority over Children’s Network.</p>

	<p>A motion was made by Commissioner Ramos and seconded by Commissioner Egge to approve Agenda Item 5. Without further comment or objection, motion carried with all Commissioners other than Haugan voting in favor of the motion.</p> <p><u>Public Comment:</u> None</p>
6	<p>Approve Amendment A1 to Contract SI016 with Children’s Network in the amount of \$185,474 for the provision of services provided by the Screening, Assessment, Referral and Treatment (SART) Coordinator for Fiscal Year 2014-2015. (Presenter: Scott McGrath, Supervisor, 252-4259)</p> <p><u>Discussion:</u> None</p> <p>Commissioner Haugan abstained due to her position as appointing authority over Children’s Network.</p> <p>A motion was made by Commissioner Ramos and seconded by Commissioner Weinstein to approve Agenda Item 6. Without further comment or objection, motion carried with all Commissioners other than Haugan voting in favor of the motion.</p> <p><u>Public Comment:</u> None</p>
7	<p>Approve the Capacity Continuum Project Request for Qualifications (RFQ) 14-01 and authorize release for an investment opportunity aimed at attracting a qualified group or individual interested in working with the Commission to assist in the facilitation and implementation of the First 5 San Bernardino Capacity Continuum Project. This is for a contract period of three (3) fiscal years beginning September 4, 2014 through June 30, 2017 and not to exceed a total of \$900,000. (Presenter: Bobbi Albano, Staff Analyst II, 252-4266)</p> <p><u>Item 7 taken off calendar</u></p>
8	<p>Approve Amendment A2 to Contract SI002 with Inland Empire United Way 2-1-1, extending and increasing the contract for one year in the amount of \$381,353 for FY 2014-2015 for a total contract amount not to exceed \$1,587,706 to provide comprehensive Countywide Resource and Referral services. (Presenter: Bobbi Albano, Staff Analyst II, 252-4266)</p> <p><u>Discussion:</u> Commissioner Hill requested a copy of 2-1-1’s end of the month reports. Ms. Scott stated the reports are received at First 5 and will be shared with the commissioners.</p> <p>A motion was made by Commissioner Ramos and seconded by Commissioner Hill to approve Agenda Item 8. Without further comment or objection, motion carried by unanimous vote.</p> <p><u>Public Comment:</u> None</p>

Item No.	INFORMATION
9	Receive Information on Continuing Contracts for Fiscal Year 2014-15. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)

Public Comment None

Commissioner Hill asked if there will be a workshop or orientation for those agencies who want to submit a proposal so they are aware of what to include in their proposal. First 5 staff answered that there is a mandatory proposer meeting which reviews expectations and criteria.

Vice-Chair Ohikhuare commended staff and their efforts on the new strategic plan.

Commissioner Roundtable Commissioner Hill also commended Mary Alvarez and the AmeriCorp staff for the beautiful work they created on the E. Neal Roberts school mural.

Chair Haugan recognized Commissioner Mark Daniels for his time and good work while on the First 5 Commission. Chair Haugan stated Commissioner Daniels was very engaged and very helpful. It was with a heavy heart that he resigned. He recently accepted a position with the Department of Behavioral Health which he enjoys very much. The current Commission vacancy will be appointed by the Board of Supervisors Chair.

Adjournment A motion was made by Commissioner Egge and seconded by Commissioner Hill to adjourn the meeting. Without further comment or objection, meeting adjourned at 4:25 p.m. by unanimous vote.

Next Commission Meeting at First 5 San Bernardino *August 6, 2014
3:30 p.m. to 5:00 p.m.*

July 9, 2014 - CANCELLED

Attest

Linda Haugan, Chair


Ann M. Calkins, Commission Secretary



**AGENDA ITEM 2
AUGUST 6, 2014**

Subject	Conflict of Interest CFC SB Policy 04-02 A6
Recommendations	Amend and Approve Appendix B of the following policy: Conflict of Interest CFC SB Policy 04-02 A6 (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
Background Information	<p>The Political Reform Act requires every local government agency to review its conflict of interest code no later than October 1 of each even-numbered year. The amended code must be forwarded to the Board of Supervisors for approval within 90 days of filing the biennial notice. After a recent review of the Commission adopted Conflict of Interest Code, it was determine that the code should be revised to update changes in job titles.</p> <p>Approval of the attached Designated Officers and Employee list known as Appendix B aligns the officer and employee titles with the County of San Bernardino's Human Resources job classification.</p>
Financial Impact	None
Review	Regina Coleman, Commission Counsel

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

	Number	04-02 A6
	Effective	08-06-14
	Page	1 of 1
CONFLICT OF INTEREST CODE		Approved: CHAIR SIGNATURE ON ORIGINAL DOCUMENT <hr/> Chair

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

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

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

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

Amended Conflict of Interest Code	Number	04-02 A6
	Appendix	<u>A</u>

Disclosure Categories 1

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

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

Amended Conflict of Interest Code	Number	04-02 A6
	Appendix	<u>B</u>

Designated Officers and Employees	Administrative/Executive - Commission
	1. Commission Members
	2. Commission Executive Director
	3. Cont CFC Operations Manager
	4. Cont CFC Administrative Supervisor
	5. Cont CFC Program Supervisor
	6. Cont CFC Community and Evaluation Supervisor
	7. Cont CFC Staff Analyst II
	8. Cont CFC Media Specialist II
	9. Consultants
	10. Cont CFC Staff Analyst I
	11. Cont CFC Accountant II
	12. Cont CFC Accountant III



**AGENDA ITEM 3
AUGUST 6, 2014**

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

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

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

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

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

Given this opportunity, First 5 Staff recommends the following:

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

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

throughout the County.

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

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

Financial Impact

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

Review

Regina Coleman, Commission Counsel

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



Program Outline Document 2014-2015

AGENCY INFORMATION

Contract #: SI010 A2

Legal Entity: Children's Fund

Dept./Division: _____

Project Name: Children's Fund Daily Referral/Voucher Program (Emergency Needs) (including PSD voucher)

Address: 348 West Hospitality Lane, Suite 110
San Bernardino, CA 92408

Phone #: (909) 379-0000

Website: www.childrensfundonline.org

Fax #: (909) 379-0006

**Program Site
Address:** _____

**Client Referral
Phone #** _____

CONTACT INFORMATION

CONTRACT REPRESENTATIVE/SIGNING AUTHORITY

Name: Erin Phillips

Title: President and CEO

Address: 348 West Hospitality Lane, Suite 110
San Bernardino, CA 92408

Direct Phone #: (909) 379-6021

Fax #: (909) 379-0006

E-Mail: erin.phillips@childrensfundonline.org

PROGRAM CONTACT

Name: Betty Chambers

Title: Program Manager

Address: 348 West Hospitality Lane, Suite 110
San Bernardino, CA 92408

Direct Phone #: (909) 379-6028

Fax #: (909) 379-0006

E-Mail: Betty.Chambers@childrensfundonline.org

FISCAL CONTACT

Name: Stacy Iverson

Title: COO

Address: 348 West Hospitality Lane, Suite 110
San Bernardino, CA 92408

Direct Phone #: (909) 379-6023

Fax #: (909) 379-0006

E-Mail: Stacy.iverson@childrensfundonline.org

ADDITIONAL CONTACT (Describe): Program

Name: _____ **Title:** _____

Address: _____ **Direct Phone #:** _____

E-Mail: _____

PROGRAM INFORMATION

TYPE OF AGENCY

- Educational Institution Describe: Choose an item. _____
- Government Agency Describe: Choose an item. _____
- Private Entity/Institution Describe: Choose an item. _____
- Community-Based Describe: **Non Profit** _____

FIRST 5 FOCUS AREA

STRATEGY

- | | | |
|---|---|---|
| <input type="checkbox"/> Health

<input type="checkbox"/> Education

<input type="checkbox"/> Family

<input checked="" type="checkbox"/> Systems | <input type="checkbox"/> Early Screening and Intervention
<input type="checkbox"/> Health Care Access
<input type="checkbox"/> Oral Health

<input type="checkbox"/> Early Education Programs
<input type="checkbox"/> Access to Quality Child Care

<input type="checkbox"/> Parent Education
<input type="checkbox"/> Resource Center & Case Management

<input type="checkbox"/> Integrated Systems Planning & Implementation
<input type="checkbox"/> Countywide Information Referral Systems

<input type="checkbox"/> Organizational Capacity Building | <input type="checkbox"/> Health & Safety Education
<input type="checkbox"/> Other: _____

<input type="checkbox"/> Quality Provider Programs
<input type="checkbox"/> Other: _____

<input type="checkbox"/> Other: _____

<input type="checkbox"/> Community Outreach
<input checked="" type="checkbox"/> Other: Emergency Needs Voucher Program _____ |
|---|---|---|

PROGRAM DESCRIPTION

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

SERVICE AREA (LOCATIONS)

Countywide

COMMISSION LEVEL OUTCOMES

Community has access to services

Children develop within normal ranges in all domains

ASSIGNED ANALYST: Bobbi Albano

CONTRACT AMOUNT

Fiscal Year	Amount
2012-2013	\$ 649,512
2013-2014	\$ 649,512
2014-2015	\$ 641,512
Total	\$ 1,940,536

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

<i>FOR COMMISSION USE ONLY</i>						
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code CHILDRENSF	SC	Dept. 903	A	Contract Number SI010 A2	
Organization Children and Families Commission			Dept. 903	Orgn. PROG	Contractor's License No.	
Commission Representative Cindy Faulkner, Operations Manager			Telephone 909-386-7706		Total Contract Amount \$1,948,536	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code 95200		Contract Start Date November 1, 2012		Contract End Date June 30, 2015		Original Amount \$649,512
Fund RRC	Dept. 903	Organization PROG	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No. SICIRY15	Amount \$649,512
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use Emergency Needs Program (Daily Referral Program) & PSD Voucher Program			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY
			FY12-13	649,512	---	---
			FY13-14	649,512	---	---
			FY14-15	649,512	---	---

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

Legal Name (hereinafter called the Contractor)

Children's Fund _____

Department/Division _____

Address _____

348 W. Hospitality Lane _____

San Bernardino, CA 92408 _____

Phone _____

909.379.0000 _____

Federal ID No. _____

33-0193286 _____

Program Address (if different from legal address): _____

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

SECTION II. CONTRACTOR'S SERVICE RESPONSIBILITIES

The following paragraphs are added to the contract:

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

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

SECTION III. CONTRACTOR’S GENERAL RESPONSIBILITIES

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

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

Initial Here

ATTACHMENTS:

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

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

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

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

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

CHILDREN’S FUND

Legal Entity

▶ _____
Authorized Signature

Linda Haugan
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Erin D. Phillips
Printed Name

President & CEO
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Operations Manager

Date

Approved as to Legal Form

▶ _____
Regina Coleman
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date

PROGRAM BUDGET FISCAL YEAR 2014-2015

AGENCY NAME **Children's Fund- Emergency Needs Program**

CONTRACT # **SI010 A2**

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

PROGRAM BUDGET FISCAL YEAR 2014-2015

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

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

PROGRAM BUDGET FISCAL YEAR 2014-2015

AGENCY NAME **Children's Fund- Emergency Needs Program**

CONTRACT # **SI010 A2**

DESCRIPTION	TOTAL PROGRAM COSTS	OTHER FUNDING	DONATED RESOURCES	FIRST 5 FUNDED PROJECT COSTS	First 5 Program Related Cost	First 5 Admin Cost	FIRST 5 %
C. SUBCONTRACTS	A	B	C	D	ER		E
<i>SUBCONTRACTS - AGENCY NAME</i>							
1 1 _____				-			
TOTAL SUBCONTRACTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROJECT BUDGET	\$ 1,631,784	\$ 867,272	\$ 115,000	\$ 649,512	\$ 564,872	\$ 84,640	39.80%
First 5 Funding %	100.00%	53.15%	7.05%	39.80%			
Administrative Cost %				100.00%	86.97%	13.03%	

BUDGET NARRATIVE - SALARIES & BENEFITS

FISCAL YEAR 2014-2015

AGENCY NAME Children's Fund- Emergency Needs Program

SI010 A2

CONTRACT # SI010 A2

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

Line	Listing of Covered Benefits	Total	Other	Other Funding	Donated	First 5 Costs	Narrative
6	Medical, Dental, Vision, Worker's Compensation and applicable taxes	\$ 88,465	\$ 46,886		\$ -	\$ 41,579	Benefits are calculated at 33.202%. This includes medical, dental, vision, worker's compensation, and other applicable taxes. Other funding is provided by Children's Fund.
TOTAL SALARIES & BENEFITS		\$ 355,325	\$ 188,516		\$ -	\$ 166,809	

BUDGET NARRATIVE - SERVICES & SUPPLIES

FISCAL YEAR 2014-2015

AGENCY NAME Children's Fund- Emergency Needs Program

SI010 A2

CONTRACT # SI010 A2

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

BUDGET NARRATIVE - SERVICES & SUPPLIES

FISCAL YEAR 2014-2015

AGENCY NAME Children's Fund- Emergency Needs Program

SI010 A2

CONTRACT # SI010 A2

Line	Service/Supply	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for services/supplies)
9	POSTAGE	\$ 6,000	\$ 5,000	Children's Fund	\$ -	\$ 1,000	Postage related to filling Emergency Needs requests (in far-reaching areas), as well as Celebration of Giving, or other First 5 related mailings.
10	SUBSCRIPTIONS	\$ -	\$ -		\$ -	\$ -	
11	OFFICE SUPPLIES	\$ 5,600	\$ 4,000	Children's Fund	\$ -	\$ 1,600	General office supplies including file folders, white out, paper, pens, etc.
12	OFFICE EQUIPMENT	\$ 4,800	\$ 1,000	Children's Fund	\$ -	\$ 3,800	Phone costs as well as supportive office equipment, including a projector to provide training sessions to partner agencies.
13	RENT/LEASE BUILDING	\$ 80,037	\$ 61,483	Children's Fund	\$ -	\$ 18,554	Allocation based on 2.8 staff members.
14	BUILDING/EQUIPMENT MAINTENANCE	\$ -	\$ -		\$ -	\$ -	
15	UTILITIES	\$ 12,302	\$ 9,786	Children's Fund		\$ 2,516	Phone costs relevant to the program (speaking with case managers to address questions, etc.) Utilities are included in the lease payment.
16	INSURANCE / TAXES / LICENSES	\$ 9,500	\$ 7,557		\$ -	\$ 1,943	Includes insurance cost proportionate to relevant staff to cover liability insurance.
17	PROFESSIONAL SERVICES - SUBTOTAL	\$ 64,000	\$ 38,432	Children's Fund	\$ -	\$ 25,568	Estimated \$4,600 for Omniplatform database maintenance and user fee for referrals and hard goods distributed; \$6,400 for bookkeeping services to maintain clear and accurate accounting of expenditures; \$5,750 for IT support and \$818 for payroll processing; \$8,000 to PSD for PSD to pay for the administration of the Voucher Program. The administration and oversight of the Voucher Program is handled by the County of San Bernardino Human Services administration.
18	INDIRECT COSTS (AS APPROVED)	\$ -	\$ -		\$ -	\$ -	
	TOTAL SERVICES & SUPPLIES	\$ 1,276,459	\$ 678,756		\$ 115,000	\$ 482,703	

BUDGET NARRATIVE - SUBCONTRACTORS

FISCAL YEAR 2014-2015

AGENCY NAME Children's Fund- Emergency Needs Program

CONTRACT # SI010 A2

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

HS AUDITING
VOUCHER PROCESSING CALCULATION WORKSHEET EFFECTIVE JULY 1, 2014

Positions	Manual Warrant Process	Rate per Position	Time (Minutes)	Rate + 18% Indirect Cost
(*) Fiscal Assistant	Filing (Pink, Final Packet) Match Pink/White, Audit Data Entry Warrant Print Warrant Register Print Warrant Verification/Mail	\$ 34.40	8.00	\$ 5.41
Fiscal Specialist	Voucher/Warrant Review FAS/MW Reconciliation Warrant Verification	\$ 37.94	2.00	\$ 1.49
(*) Accountant III	Daily MW Reconciliation Review Monthly Reconciliation Request for Transfer	\$ 54.57	1.00	\$ 1.07
Supvg Fiscal Specialist	Voucher/Warrant Review Warrant Verification	\$ 40.18	2.00	\$ 1.58
Supvg Acct II	Voucher/Warrant Review Reconciliation/Approval	\$ 53.77	2.00	\$ 1.90
TOTAL PROCESSING TIME/RATE PER VOUCHER			15.00	\$ 11.45

(*) Rate does not include time for researching problems vouchers.



**AGENDA ITEM 4
AUGUST 6, 2014**

Subject	Capacity Continuum Project Requests for Qualifications (RFQ) for the period beginning October 23, 2014 and ending June 30, 2017.
Recommendations	Approve the Capacity Continuum Project Request for Qualifications (RFQ) 14-01 and authorize release for an investment opportunity aimed at attracting a qualified group or individual interested in working with the Commission to assist in the facilitation and implementation of the First 5 San Bernardino Capacity Continuum Project. This is for a contract period of three (3) fiscal years beginning October 23, 2014 through June 30, 2017 and not to exceed a total of \$750,000. (Presenter: Bobbi Albano, Staff Analyst II, 252-4266)
Background Information	<p>In February 2010, a Request for Qualifications (RFQ) 10-02 was released for a qualified group or individual to assist F5SB in the facilitation and implementation of the Sustainability Project. Through this investment, First 5 San Bernardino has contracted with a sustainability project facilitator for the past four years, developing a pool of graduates from the First 5 San Bernardino Capacity Building Academy.</p> <p>Over the years, there has been an increased investment in capacity building by the First 5 community and many other funders nationwide. While First 5 San Bernardino and other Commissions have been providing a range of trainings, conferences and workshops, many are looking for opportunities to deepen the impact of capacity building assistance to agencies. A growing body of research points to the need for a comprehensive multi-pronged approach that goes beyond individual trainings to include coaching, tailored technical assistance, peer learning and a more intensive training series.</p> <p>With First 5 San Bernardino's previous investment of over \$750,000 in funding dedicated to capacity building as well as other capacity building initiatives emerging, including the County of San Bernardino's Capacity Building Strategic Plan, it seems natural that a new level of coaching and mentoring has surfaced as a next step to build on that success.</p> <p>First 5 San Bernardino would like to create positive outcomes for these First 5 Capacity Building Academy graduates by using the principles of collective impact to reduce the propensity for building "silos", coordinate individuals/ groups dedicated to building capacity and to provide the next level of training or coaching for those agencies that have already laid the groundwork for sustainability.</p> <p>With this type of model, agencies will experience coordinated programming, management strengthening, expanded support infrastructure, and appropriate cultural philanthropic building which ultimately will position San Bernardino County with key funders and stakeholders.</p> <p>A single contract will be awarded pending Commission approval. The request will be released on August 7, 2014. The deadline for submission of all proposals is 4:00 p.m. on September 4, 2014. After the RFQ proposal evaluation process is completed, the successful proposal will be presented to the Commission on October 22, 2014 with a contract start date of October 23, 2014.</p>

Financial Impact

None

Review

Regina Coleman, Commission Counsel

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



FIRST 5
SAN BERNARDINO

**Request for Qualifications
for
Capacity Continuum Project
RFQ 14-01**

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

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Attachments:
A – Logic Model

I. INTRODUCTION

A. Purpose

First 5 San Bernardino, hereafter referred to as the “Commission”, is issuing this Request for Qualifications (RFQ) to a qualified group or individual hereinafter referred to as “Consultant(s)” or “Contractor(s)” interested in working with the Commission to assist in the facilitation and implementation of the First 5 San Bernardino Capacity Continuum Project, for a contract period of three (3) fiscal years beginning October 23, 2014 through June 30, 2017.

First 5 San Bernardino’s Capacity Building Initiative has been addressed through the First 5 San Bernardino Capacity Building Academy. The Academy utilized curriculum-based training that helped agencies assess their organizational capacity in multiple areas including leadership, management, financial and technical skills.

The Commission remains committed to building regional capacity and working with providers to support their organizational effectiveness and impact in creating positive outcomes for very young children and their families. Through the First 5 San Bernardino Capacity Continuum Project, First 5 San Bernardino seeks to support the further development of strong, adaptive and sustainable organizations that serve the population age 0 to 5.

B. Minimum Requirements

Consultant(s) must:

1. Have expertise and experience in strategic planning, organizational capacity building and sustainability planning; facilitation of training workshops; and providing technical assistance. The successful applicant(s) should have strong knowledge of systems and programs serving children 0-5 and their families.
2. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail; and
3. Meet other presentation and participation requirements listed in this RFQ.

C. Questions

Questions regarding the contents of this RFQ must be submitted in writing on or before **12 P.M. PST, Friday, August 15, 2014 and directed to the individual listed in Section I, Paragraph D. The questions and answers will be compiled and posted on the First 5 San Bernardino website as an addendum to this RFQ.**

D. Correspondence

All correspondence, **including qualifications submissions and questions**, are to be submitted in writing to:

First 5 San Bernardino
ATTN: Capacity Continuum Project RFQ 14-01
735 E. Carnegie Drive, Suite 150
San Bernardino, CA 92408

Mary Alvarez, Staff Analyst II; malvarez@cfc.sbcounty.gov

E. Admonition to Consultant(s)

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

F. Qualifications Submission Deadline

All qualifications submissions must be received at the address listed in Paragraph D of this Section no later than 4 P.M. (PST) on September 4, 2014. Facsimile or electronically transmitted submissions will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late submissions will not be considered.

II. PROJECT TIMELINE

- | | | |
|----|---|--|
| A. | RFQ Release | <i>Thursday, August 7, 2014</i> |
| B. | Deadline for submission of questions | <i>Friday, August 15, 2014</i>
<i>No later than 12 P.M., PST</i> |
| C. | Deadline for Qualifications Submissions | <i>Thursday September 4, 2014</i>
<i>No later than 4:00 P.M., PST</i> |
| D. | Tentative date for informing unsuccessful Submissions | <i>Friday, October 3, 2014</i> |
| E. | Tentative date for awarding of Contract | <i>October 23,, 2014</i>
<i>The Successful Contractor must be present at the Commission Meeting for Contract Approval</i> |
| F. | Tentative Start Date for Contract | <i>October 24, 2014</i> |

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

III. QUALIFICATIONS CONDITIONS

A. Contingencies

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

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

B. Modifications

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

C. Qualifications Submission

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

D. Inaccuracies or Misrepresentations

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

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

E. Incurred Costs

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

F. Qualifications Packet Confidentiality

Consultant(s) should be aware that qualifications submissions are subject to the California Public Records Act (Government Code section 6250 et seq.). If any Consultant's submission contains trade secrets or other information, which is proprietary by law, the Consultant must notify the Commission of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the qualifications. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

The Commission will review the request and notify the Consultant in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Consultant has the option of withdrawing the submission or advising the Commission of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Consultant as confidential or proprietary and if the Commission has made a determination as to the confidential or proprietary nature of the information, the Commission will notify the Consultant of the request. The Consultant will have an opportunity to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

G. Negotiations

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

H. Local Preference Policy

The County of San Bernardino (County) and the Commission have adopted a preference for vendors whose principal place of business is located within the boundaries of the County. More information can be found in the link provided in Section IV, paragraph C. Reference Documents.

IV. PROJECT REQUIREMENTS

A. Overview/History

Over the years, there has been an increased investment in capacity building by the First 5 community and many other funders nationwide. While First 5 San Bernardino and other

Commissions have been providing a range of trainings, conferences and workshops, many are looking for opportunities to deepen the impact of capacity building assistance to agencies. A growing body of research points to the need for a comprehensive multi-pronged approach that goes beyond individual trainings to include coaching, tailored technical assistance, peer learning and a more intensive training series.

With First 5 San Bernardino's previous investment of over \$750,000 in funding dedicated to capacity building as well as other capacity building initiatives emerging, including the County of San Bernardino's Capacity Building Strategic Plan, it seems natural that a new level of coaching and mentoring has surfaced as a next step to build on that success.

Since 2010, First 5 San Bernardino's Capacity Building Academy has produced a total of 31 graduates from four cohorts who collectively have increased their capacity and have developed, presented and operationalized sustainability plans. The first three cohorts have established the Inland Empire Community Collaborative as a way to continue building on the capacity building skills attained in the Academy and have learned to work collaboratively together to obtain greater resources, recognition and reward when facing competition for finite resources

As a natural "next step", First 5 San Bernardino aims to continue supporting the achievement of positive outcomes for these First 5 Capacity Building Academy graduates and organizations that are interested in advanced capacity continuum activities serving the 0-5 population. By using the principles of collective impact, the Commission will support the momentum by ensuring the provision of the next level of training or coaching for those agencies that have already laid the groundwork for sustainability.

With this type of model, agencies will experience coordinated programming, management strengthening, expanded support infrastructure, and appropriate cultural philanthropic building which ultimately will position San Bernardino County with key funders and stakeholders.

B. Project Description

1. Scope of Services

The proposed single contract will be implemented under the authority of the First 5 San Bernardino Commission, who will be responsible for on-going assessment of contract deliverables. The scope of services as outlined in these indicators and deliverables will be negotiated in a contract for the First 5 San Bernardino Capacity Continuum Project:

- Support building alignment by adapting similar concepts, tools and language for capacity building into common models and disseminating them among networks, funders, government agencies and non-profit organizations that support children ages 0-5.
- Support the development of a continuum of services based within a robust capacity building framework. Address identified gaps and strengthen mechanisms for coordination of resources within San Bernardino County.
- Support existing networks engaged in capacity building and reinforce the capacity building efforts of other networks.
- Advocate with funders, foundations and businesses within and outside of San Bernardino County for philanthropic investment opportunities as a means of enhancing the impact of programmatic funding.

- Support existing efforts to provide tools and resources to prepare emerging leaders for leadership succession. Support the development of peer coaching and support groups for emerging leaders.
- Provide a vehicle for overall strategic direction, mobilizing resources and facilitating capacity building dialogue between collaborative partners in San Bernardino County.

2. Target Population/Activities

The overall goal of this project is to identify strong San Bernardino County organizations that serve the 0-5 population, are poised for growth and advanced learning, and to aid them in attracting additional investment by scaling-up to better meet unmet human service needs for the 0-5 population and their families within the region.

The First 5 San Bernardino Capacity Building Continuum Project Contractor will be expected to identify and serve organizations in San Bernardino County that desire to be effective, responsive, innovative and sustainable. The Contractor's scope of work will include peer sharing for advanced learning, peer mentoring and individual technical assistance for participants servicing the 0-5 population.

The Contractor will be charged to identify and work with participants eligible for the Capacity Continuum Project. Eligible participants will be graduates from the First 5 San Bernardino Capacity Building Academy I, II, III and IV, members of the Inland Empire Community Collaborative, graduates from the Academy for Grassroots Organizations and the Expanding Nonprofit Excellence Project or other organizations that have completed similar work, are deemed ready for this level of support and that serve children ages 0-5.

3. Strategic Objectives

The First 5 San Bernardino strategic plan seeks to support systems and services that adequately support and engage children, families and communities. The long-term outcomes include:

Alignment Building

- Increased guidance for strengthening governance and management
- Increased use of common models used for frameworks, concepts and tools

Continuum of Services

- Increased use of best practices for an effective continuum of services
- Increased delivery capacity

Collaboration across Key Segments

- Increased knowledge of the sustainability landscape in San Bernardino County
- Increased maximization of resources

Advocacy for Philanthropic Investment

- Increased enhancement of the impact of programmatic funding
- Increased targeted education and awareness

Building Successive Leadership

- Increased resources to prepare emerging leaders for new roles in leadership
- Increased peer coaching and support groups

Overall Strategic Direction

- Increased mobilization of resources
- Increased dialogue facilitation between partners in San Bernardino County

4. Who Should Apply

Experienced consultants or Management Services Organizations (MSO's) with expertise in organizational assessments, strategic/business planning, and training/coaching in the area of service provider organizational development are encouraged to apply. In addition to the requirements outlined in Section I.B, the following are desired consultant qualifications:

- Strong knowledge of capacity building best practices
- Experienced group facilitation and technical assistance skills
- Experienced individual coaching
- Ability to assess organizational strengths and weaknesses
- Knowledgeable of First 5 and the ability to initiate and facilitate conversations with a variety of/multiple stakeholders
- Ability to articulate outcomes
- Understanding of culturally-appropriate practices and perspectives on issues facing young children and families in San Bernardino County

5. Project Considerations

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

C. Reference Documents

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

1. Americans with Disabilities Act (42 U.S.C. section 12101 et seq.) [<http://www.ada.gov/pubs/ada.htm>]
2. California Department of Social Services Manual of Policies and Procedures Divisions 21 and 23, sections 600, 602, and 604 [<http://www.cdss.ca.gov/cdssweb/PG71.htm>]
3. Clean Air Act (42 U.S.C. section 7606) [<http://www.law.cornell.edu/uscode/text/42/7606>]
4. Clean Water Act (33 U.S.C. section 1368) [<http://www.law.cornell.edu/uscode/text/33/1368>]
5. Environmental Tobacco Smoke (20 U.S.C. section 6081 et seq.), also known as the Pro-Children Act of 1994 [<http://www4.law.cornell.edu/uscode/html/uscode20>]
6. Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250 [<http://www.dol.gov/ofccp/regs/statutes/eo11246.htm>]

7. Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)] and Environmental Protection Agency regulations (40 C.F.R., part 32) [<http://www4.law.cornell.edu/cfr>]
8. Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment, Suspension, And Other Responsibility Matters (45 C.F.R, part 76) [<http://www4.law.cornell.edu/cfr>]
9. California Government Code section 6250 et seq. [<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=06001-07000&file=6250-6270>]
10. California Government Code section 87100 et seq. [<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=87001-88000&file=87100-87105>]
11. Office of Management and Budget (OMB) Circulars [<http://www.whitehouse.gov/omb/circulars/>]
12. California Penal Code section 11105.3 [<http://www.leginfo.ca.gov/calaw.html>]
13. San Bernardino County Policy (11-10) - Recycled products [<http://www.naco.org/programs/csd/Lists/GGLinksNew/Attachments/439/San%20Bernardino%20EPP%20Policy.pdf>]
14. State Energy Conservation Plan (California Code of Regulations Title 20, section 1401 et seq.) [<http://www.oal.ca.gov/>]
15. Title VII of the Civil Rights Act of 1964 [<http://www.eeoc.gov/policy/vii.html>]
16. California Welfare and Institutions Code section 10000 et seq. [<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=wic&group=16001-17000&file=16500-16521.5>]
17. Local Preference Policy [<http://www.sbcounty.gov/purchasing/main/Procurement.aspx>]
18. First 5 San Bernardino Attribution and Media Guidelines [http://first5sanbernardino.org/Portals/39/pdf/media_guidelines.pdf]
19. First 5 San Bernardino Supplantation Policy [<http://first5sanbernardino.org/Portals/39/pdf/Supplantation%20Policy.pdf>]

V. CONTRACT REQUIREMENTS

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

A. General Responsibilities

1. Contractor Capacity

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

2. Contract Assignability

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

3. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being

motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director or designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this contract.

4. Former Commission Administrative Officials

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

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

5. Subcontracting

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

6. Recordkeeping

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

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

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

7. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum,

notification must occur within five days of the address change. Change of address shall not interrupt service deliverables outlined in the Scope of Services.

8. Staffing and Notification

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

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

9. Contractor Primary Contact

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

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

10. Responsiveness

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

11. Confidentiality

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

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

12. Indemnification and Insurance Requirements

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

- a. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor’s indemnification obligation applies to the Commission’s “active” as well as “passive” negligence but does not apply to the Commission’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.
- b. Additional Insured – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- c. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
- d. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
- e. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
- f. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- g. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business

in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

- h. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- i. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.
- j. Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission’s risk.

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

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

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

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

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

2. If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the Commission’s Director of Risk Management.
3. With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.
4. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - (1) Premises operations and mobile equipment.
 - (2) Products and completed operations.
 - (3) Broad form property damage (including completed operations).
 - (4) Explosion, collapse and underground hazards.
 - (5) Personal injury
 - (6) Contractual liability.
 - (7) \$2,000,000 general aggregate limit.
5. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

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

or

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

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

13. Licenses and Permits

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

14. Health and Safety

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

15. Contract Compliance/Equal Employment Opportunity

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

16. Americans with Disabilities Act

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

17. Attorney's Fees

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

18. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans,

procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material.

19. Attribution

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

20. Incongruous Activities

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

21. Reports

Reporting requirements include, progress and fiscal reports and a final project report as agreed. Reporting requirements are not limited to the above and subject to change.

22. Pro-Children Act of 1994

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

23. Environmental Regulations

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

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

24. Debarment, Suspension, and Other Responsibility Matters

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

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

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
- 4) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

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

25. Recycled Paper Products

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

B. Fiscal Provisions

1. Payment Provisions

The Consultant(s) will be compensated on a time and expense basis. The Consultant is responsible for supplying all business equipment needed to implement the tasks above (e.g., computer, printer, fax, internet access, etc.). Successful Consultant(s) will be responsible for maintaining a daily log to capture time spent on activities. This will support the Commission's management of costs to ensure execution of all tasks related to the Scope of Services. The reimbursement schedule can be negotiated as monthly or quarterly.

2. EFT Payments

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

3. Allowable Costs

Funds provided pursuant to this contract shall be expended by Contractor in accordance with the negotiated and approved project budget.

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

The reasonable and allowable reimbursement rate for use of motor vehicles is the current IRS allowable rate.

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

Contractor shall obtain Commission approval for all out of State travel as it relates to services provided in contract. Request must be submitted in writing 30 days in advance of travel date and travel must be approved in advanced by the Program Manager.

4. Supplanting of Funds

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

5. Payment of Taxes

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

6. Budget Line Item Changes

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

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

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

7. Budget Line Item Variance

Variances in excess of 10% of a line item cannot be made by the Contractor without prior approval of the Commission. Variance shall not result in a change to the total contract amount or an increase to the administrative cost allocation of the approved budget. Contractor shall provide written justification for any budget line item variances of more than 10% made during a fiscal quarter in the following Quarterly Expenditure Report/Request for Funds.

8. Procurement

Contractor shall procure services or goods required under this contract on a competitive basis (3 bid process), unless otherwise provided by law, and make selections based on obtaining the best value possible. When a non-competitive procurement is used, a written justification must be maintained and be made available upon request.

9. Fixed Assets

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

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

10. Fiscal Record Keeping

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

C. Right to Monitor and Audit

1. Right to Monitor

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

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

2. Availability of Records

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

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

3. Assistance by Contractor

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

4. Independent Audit Provisions
On an annual basis, Contractor is required to hire an independent licensed Certified Public Accountant (CPA), who shall prepare and file with the Commission, an Independent Auditor's Report for the term of the Contract.
 5. Recovery and Investigation of Audit Costs
Contractor shall reimburse the Commission for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation of the terms of the contract. Reimbursement for such costs will be withheld from any amounts due to Contractor.

When additional information (receipts, paperwork, etc.) is requested of the Contractor as a result of any audit or monitoring, Contractor must provide all information requested by the deadline specified by the Commission. A failure to provide the information by the specified deadline, will subject the Contractor to the provisions of Correction of Performance Deficiencies and Termination.
- D. Correction of Performance Deficiencies and Termination
1. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this contract shall be a material breach of this contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this contract, may:
 - Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
 - Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
 - Discontinue reimbursement to the contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;
 - Withhold funds pending duration of the breach; and/or
 - Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
 - Immediately terminate this contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
 2. The Executive Director, on behalf of the Commission, shall give Contractor notice of any action pursuant to this paragraph, which notice shall be effective when given.
 3. The Executive Director is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this contract in his/her sole discretion and to give notice as set forth below in this Contract.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

- A. Equal Employment Opportunity Program

Contractor agrees to comply with: the provisions of the Commission of San Bernardino Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000); the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, and Commission laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

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

B. Civil Rights Compliance

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

VII. IMPROPER CONSIDERATION

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

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

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

VIII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

IX. CALIFORNIA PUBLIC RECORDS ACT

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

NOTICE

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

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

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

X. QUALIFICATIONS SUBMISSION

A. General

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

B. Qualifications Presentations

1. An original, which may be bound with a binder clip, and 3 copies are required. The original copy must be clearly marked “Master Copy”. If one copy is not clearly marked “Master Copy”, the submission may be rejected. However, the Commission may at its sole option select, immediately after opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the submitted qualifications, the submission may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the 1 original and 2 copies (for a total of 3 copies) must be sealed and marked with the Consultant’s name and “CONFIDENTIAL – CAPACITY CONTINUUM PROJECT RFQ 14-01
3. All qualifications submissions must be submitted on 8 1/2" by 11" paper with single sided printing, unless specifically shown to be impractical, with no less than 1/2" top, bottom, left and right margins. Submissions must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Submission Format

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

1. Cover Page - A letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the Consultant submitting the qualifications submission, which must include the following information:
 - a. A statement that the qualifications are submitted in response to the RFQ Capacity Continuum Project RFQ 14-01.
 - b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the Commission on behalf of the Consultant.

- c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit the qualifications on behalf of the Consultant.
 - d. A list of Former Commission Administrative Officials (as defined in Section V. B.) affiliated with the organization/firm. If none, so state.
 2. Table of Contents - A complete table of contents for the entire qualifications submission with respective page numbers opposite each topic.
 3. Proposal Narrative – Should address, but not be limited to, all items in Section IV, Paragraph B – Project Description
 - a. A 3 – 5 page narrative outlining the Consultant’s qualifications and experience in the area of organizational capacity building, technical assistance and facilitation. The Narrative shall include:
 - 1) **Firm Description:** Provide a corporate overview of your firm and your firm’s commitment to San Bernardino County through support of its local service provider capacity. Include a general description of the organization’s financial condition and identify any conditions (impending merger, office closures, bankruptcy, etc.) that may impede your ability to complete the scope of services.
 - 2) **Experience:** Describe your experience providing services to the public sector or government agencies. Include a brief description of the services provided, how long such services have been provided, and a contact person (telephone number included) for each client described.
 - 3) **Timeline:** Include a timeline of proposed project deliverables
 - 4) ***Attach Résumé or Curriculum Vitae:** Outlining all relevant work history, educational attainment, publications, prior research projects, etc.
 - 5) ***Attach References:** A minimum of 3 references from previous or current clients for whom you have done similar work.
**Can be provided in addition to the 3-5 page narrative.*
 4. Insurance
Provide proof of insurance or a statement that the Consultant will obtain insurance in the amounts and coverages stated in Section V, Paragraph B, Item 19 - Indemnification and Insurance Requirements prior to the delivery of service.
 5. Project Budget and Budget Narrative
Include a budget and narrative describing expenditures appropriate to the deliverables outlined in the Scope of Services.

XI. QUALIFICATIONS EVALUATION AND SELECTION

A. Evaluation Process

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

B. Evaluation Criteria

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

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

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

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

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

C. Contract Award

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

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

D. Appeals

In response to a denied award, Consultant may protest, provided the appeal is in writing, is delivered to the address listed, and submitted within five (5) business days of the date on the notification of a denied award. Grounds for an appeal are that the Commission failed to follow the selection procedures and adhere to requirements specified in the RFQ and any addenda or amendments; there has been a violation of conflict of interest provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. Only an agency that has submitted a RFQ in compliance with the RFQ 14-01 and addenda or amendments may present a protest to the Commission. An appeal submitted by any other parties or individuals, including

potential subcontractors, employees or unrelated entities, will not be considered and shall be automatically rejected.

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

The appeal must include the following: 1) reference to the RFQ for Capacity Continuum Project 14-01 Appeal; 2) basis of appeal; 3) supporting documentation and statements (optional); and 4) name, position, address, telephone, facsimile numbers, and email for agency point of contact for the appeal.

E. Final Authority

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

First 5 San Bernardino Capacity Continuum Project

Participation and Eligibility

- Organizations that have completed First 5 San Bernardino Capacity Building Academy I, II, III or IV
- Organizations with a demonstrable state of readiness that are interested in capacity continuum activities

First 5 San Bernardino Capacity Building

Activities & types of engagements

Sustainability Project

(Launch in 2010)

- Structured training series
- Individual technical assistance with consultant
- Facilitated peer learning
- Develop sustainability plan

Organizational Leadership Project

(Launch in 2013)

- Organizational assessment
- Structured training series
- Leadership development coach
- Facilitated Peer Learning

Capacity Continuum Project (intended for organizations with previous capacity-building training)

(Tentative Launch in 2014)

- Organizational assessment
- Peer sharing for advanced learning
- Peer mentoring
- Individual technical assistance

Short Term Outcomes

Result of capacity continuum engagements on individual participants

Knowledge Acquisition and Behavior Change

Knowledge acquisition and shift in attitudes related to sustainability planning, implementation, organizational development, leadership development, and overall capacity building continuum

Long Term Outcomes

Result of capacity continuum engagements on the organization, its clients and community

Alignment Building

- Increased proficiency in strengthening governance and management
- Increased knowledge of common models used for framework, concepts and tools

Continuum of Services

- Increased use of best practices for an effective continuum of services
- Increased delivery capacity

Collaboration across Key Segments

- Increased knowledge of the sustainability landscape in San Bernardino County
- Increased maximization of resources

Advocacy for Philanthropic Investment

- Increased enhancement of the impact of programmatic funding
- Increased targeted education and awareness

Building Successive Leadership

- Increased resources to prepare emerging leaders for new roles in leadership
- Increased peer coaching and support groups

Overall Strategic Direction

- Increased mobilization of resources
- Increased dialogue facilitation between partners in San Bernardino County

* Organizations must serve the 0-5 population



**AGENDA ITEM 5
AUGUST 6, 2014**

Subject	Prevent Child Abuse California AmeriCorps Service Contract 2014-15
Recommendations	Approve Contract with Prevent Child Abuse California (PCA CA) in the amount of \$73,000 in matching funds for four (4) AmeriCorps service member positions to provide school readiness services for Fiscal Year 2014-2015. (Presenter: Mary Alvarez, Staff Analyst II, 252-4258)
Background Information	<p>At the May 7, 2014 Commission meeting, approval was granted to continue the funding match for Fiscal Year 2014-2015 for four (4) AmeriCorps positions at 1700 (full-time) hours to provide a year-round program. Members will continue to have presence in multiple preschools throughout the county promoting school readiness. The requirement for matching the federal dollars for First 5 San Bernardino is \$18,250 per full-time AmeriCorps member and is at a reduced percentage from the previous fiscal year. 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 FY14/15.</p> <p>Four (4) members have been selected and pending Commission approval will commence the FY14/15 term on August 18, 2014 and serve in multiple preschools throughout the county promoting school readiness.</p>
Financial Impact	\$73,000 for Fiscal Year 2014-15
Review	Regina Coleman, Commission Counsel

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



Prevent Child Abuse California AmeriCorps Contract

1. Grant name: First 5 Service Corps	
2. This Contract is entered into between Prevent Child Abuse California and the Contractor named below: First 5 San Bernardino	
3. The Term of this Contract is: August 18, 2014 through August 15, 2015	
4. The maximum amount of this Contract shall not exceed: \$73,000.00	
5. 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:	2014 AmeriCorps Provisions, incorporated into this AmeriCorps Contract by reference and obtainable at: https://egrants.cns.gov/provisions/Final_2014AmeriCorpsGrantProvisions_20140618.pdf
Exhibit B:	45 CFR Chapter XXV, Sections 2520 – 2550, incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.nationalservice.gov/sites/default/files/page/AmeriCorps_Regulations_9_11_13.pdf
Exhibit C:	Terms and Conditions
Exhibit D:	Match Contribution
Exhibit E:	Program Scope of Services
Attachment E-1:	2014/2015 Performance Measures
Attachment E-2:	2014/2015 AmeriCorps Member Living Allowance Schedule
Exhibit F:	California Volunteers Assurances and Certifications
Exhibit G:	CAP Center AmeriCorps Supervisor Program Manual 2014-2015, incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.capamericorps.weebly.com
6. Contract Number: 3-CM-5SB-FSB-14-15	
7. Program Year: 2014/2015	
CONTRACTOR: FIRST 5 SAN BERNARDINO	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	
	4700 Roseville Road, Suite 102
	North Highlands, CA 95660

EXHIBIT C
TERMS AND CONDITIONS

I. Time

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

II. AmeriCorps

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

III. Compliance with Federal Requirements

By entering into this Contract, **CONTRACTOR** (and its subcontractor, if applicable) agrees to comply with all federal requirements governing the AmeriCorps program including, but not limited to:

- A. 2014 AmeriCorps Provisions, 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. All applicable federal Office of Management and Budget (“OMB”) Circulars, memoranda, and guidance.

IV. Scope of Services

CONTRACTOR 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 **CONTRACTOR**'s full enrollment and retention of the number of AmeriCorps member slots as listed in Exhibit D, Match Contribution, Section II. 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 **CONTRACTOR**:

- 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. **CONTRACTOR** 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, **CONTRACTOR** will make

reasonable efforts to identify a new or existing contractor to host all of **CONTRACTOR**'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, **CONTRACTOR** 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 **CONTRACTOR** should **CONTRACTOR** materially fail to perform this Contract in the time and/or manner specified. Before such termination takes effect, however, **CONTRACTOR** 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 **CONTRACTOR** and it is later determined that **CONTRACTOR** 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

CONTRACTOR 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 **CONTRACTOR** subcontracts with another organization to either administer or host AmeriCorps members, the subcontract must incorporate 45 C.F.R. Chapter XXV §2520 – 2550, and the 2014 AmeriCorps Provisions. **CONTRACTOR** must provide a copy of the subcontract to **PCA CA** within fifteen (15) business days of execution. Any such subcontract shall not serve to release **CONTRACTOR** 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 2014 AmeriCorps Provisions, section AC V.G, **CONTRACTOR** must institute safeguards as necessary and appropriate to ensure the safety of **CONTRACTOR**'s AmeriCorps members. **CONTRACTOR**'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 **CONTRACTOR**'s AmeriCorps members.
- B. **CONTRACTOR** 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. **CONTRACTOR**'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. **CONTRACTOR** shall furnish to **PCA CA** a separate endorsement evidencing **PCA CA**'s additional insured status on the policy.
 - b. **CONTRACTOR**'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 **CONTRACTOR** employs licensed clinicians or therapists, or provides counseling services in relation to this Contract.
 - a. If **CONTRACTOR** (or its subcontractor) does not employ licensed clinicians or therapists, and does not provide counseling services in relation to this Contract, **CONTRACTOR** 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 **CONTRACTOR** is insured by the Nonprofit Insurance Alliance of California ("NIAC").
 3. PI-GLD-HS (04/07), if **CONTRACTOR** is insured by Philadelphia Insurance Companies.
- E. Submission of Documentation:
1. **CONTRACTOR** 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. **CONTRACTOR** 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 **CONTRACTOR** 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, **CONTRACTOR** must obtain written consent from **PCA CA** to use such curricula or materials.

XVIII. Audit/Review Requirements

- A. **CONTRACTOR** 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 **CONTRACTOR**’s fiscal year. The reconciliation of cost report data shall also be based on **CONTRACTOR**’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. **CONTRACTOR** 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, **CONTRACTOR** shall immediately notify **PCA CA** in writing of the delay, and the anticipated submission date.
- F. **CONTRACTOR** 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 **CONTRACTOR**. Should **PCA CA** note any deficiencies in the Audit/Review, **PCA CA** shall notify **CONTRACTOR**. In this case, **CONTRACTOR** will be required to submit an action plan detailing how **CONTRACTOR** will address the deficiencies. **CONTRACTOR** shall correct all deficiencies within six (6) months of the date that the Audit/Review was received by **CONTRACTOR** from its independent auditor, as required by Federal regulations. **CONTRACTOR** 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

CONTRACTOR acknowledges that there is no guarantee that **PCA CA** will renew **CONTRACTOR**'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. **CONTRACTOR** (or its subcontractor) 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. **CONTRACTOR** (or its subcontractor) 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. **CONTRACTOR** (or its subcontractor) 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.

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. **CONTRACTOR** must not employ **CONTRACTOR**'s AmeriCorps members in any capacity while **CONTRACTOR**'s AmeriCorps members are providing service under a **PCA CA** Member Contract.
3. **CONTRACTOR**'s AmeriCorps members must not transport clients, children, and/or families in their personal automobile during service hours unless authorized by **PCA CA**, **CONTRACTOR**, **CONTRACTOR**'s subcontractor (if applicable), and the Service Site in writing.
4. **CONTRACTOR**'s AmeriCorps members must not have contact with clients during non-service hours. Exceptions will only be made with the prior written approval of **CONTRACTOR**, **PCA CA**, and the Service Site.
5. **CONTRACTOR**'s AmeriCorps members must not participate in gambling during service hours.
6. **CONTRACTOR**'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, **CONTRACTOR**'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 **CONTRACTOR**'s performance, place of business, and/or records pertaining to this Contract. **CONTRACTOR** 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. **CONTRACTOR** 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 **CONTRACTOR** may inspect and/or examine **PCA CA**'s performance, place of business, and/or records pertaining to this Contract. **PCA CA** agrees to maintain such records for possible inspection/examination for a period of not less than seven (7) years following termination or expiration of this Contract, unless a longer period of records retention is stipulated. **PCA CA** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or volunteers who might reasonably have information related to such records.
- C. The parties shall be subject to the inspection and examination of the following entities or their designees:

1. CNCS;
2. CNCS Office of Inspector General;
3. California Volunteers;
4. California State Auditor; and/or
5. Any entity with a legal right to inspect or examine.

XXVIII. Grievance Procedure

PCA CA has established and maintains a procedure for the filing and adjudication of grievances from AmeriCorps members, labor organizations, and other interested individuals concerning this program, in accordance with 45 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 **CONTRACTOR** may have incurred unallowable expenditures, **PCA CA** will conduct an investigation and notify **CONTRACTOR** of the results of such investigation in writing. If **CONTRACTOR** (or its subcontractor) is responsible for the unallowable expenditure without having previously obtained approval from **PCA CA**, **CONTRACTOR** 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 **CONTRACTOR** (or its subcontractor) on the basis of a later audit or other review.

XXXI. Enforcement

If **CONTRACTOR** (or its subcontractor) 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 **CONTRACTOR** 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 **CONTRACTOR** (or its subcontractor) and subsequently enrolled in the program by **PCA CA**.
- B. **CONTRACTOR** (or its subcontractor) 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 **CONTRACTOR**'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, **PCA CA**, CaliforniaVolunteers, and the Corporation for National and Community Service, 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; the iEmployee timekeeping system; and, if elected by **CONTRACTOR**'s AmeriCorps members, healthcare.
- D. By entering into this Contract, **CONTRACTOR** 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	\$2,825.07	\$15,424.93	\$18,250.00
FT	\$2,825.07	\$15,424.93	\$18,250.00
FT	\$2,825.07	\$15,424.93	\$18,250.00
FT	\$2,825.07	\$15,424.93	\$18,250.00
Grand Total			\$73,000.00

- E. Notwithstanding the above, if one or more of **CONTRACTOR**'s AmeriCorps members decline to enroll in **PCA CA**'s AmeriCorps healthcare plan, and do not seek reimbursement for eligible costs incurred as a result of obtaining coverage through Covered California, the cash match contribution will be reduced.
1. The amount of the reduction will be \$1,253.42 (11 months of coverage), per member.
 2. Should **CONTRACTOR**'s declining member(s) later elect **PCA CA**'s AmeriCorps healthcare plan, or if an enrolled member subsequently drops or is found to be ineligible for coverage, further adjustments will be made to the invoicing schedule, based on the duration of healthcare coverage.
 3. Should **CONTRACTOR** (or its subcontractor) recruit and enroll AmeriCorps members for a 12-month term of service, who elect **PCA CA**'s AmeriCorps healthcare plan or obtain coverage through Covered California, **CONTRACTOR** agrees to pay an additional \$200 per member.
 4. Invoicing adjustments shall be made according to Sections III.E and V below.

III. Invoicing

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

	Corresponding Month(s)	Invoice to be Sent	Payment due to PCA CA	Amount Due
First Invoice	• August, 2014	First week of August, 2014	Net 30	\$11,300.28
	• September, 2014			\$15,424.93
	• October, 2014			\$26,725.21
Second Invoice	• November, 2014 • December, 2014 • January, 2015	Last week of September, 2014	Net 30	\$15,424.93
Third Invoice	• February, 2015 • March, 2015 • April, 2015	Last week of December, 2015	Net 30	\$15,424.93
Fourth Invoice	• May, 2015 • June, 2015 • July, 2015	Last week of March, 2015	Net 30	\$15,424.93

Total: \$73,000.00

- 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 **CONTRACTOR**'s contracted AmeriCorps member slots.
- 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 **CONTRACTOR**'s contracted AmeriCorps member slots.
- D. A late fee of 3% of the invoiced amount will be charged to **CONTRACTOR** 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 altered in the following circumstances:
1. **CONTRACTOR**'s Failure to Enroll AmeriCorps Members.

- a. **CONTRACTOR** will be assessed a Failure to Enroll Fee when **CONTRACTOR** (or its subcontractor) 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 1700-hour AmeriCorps member.
 - c. The fourth invoice will be adjusted to reflect the difference between the Failure to Enroll Fee(s) and any previous payments received by **PCA CA** from **CONTRACTOR**.
2. **CONTRACTOR's** Failure to Retain AmeriCorps Members.
- a. In situations where one or more of **CONTRACTOR'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 **CONTRACTOR's** AmeriCorps members.
 - c. **CONTRACTOR** should make every effort to refill a vacated AmeriCorps slot by enrolling a new AmeriCorps member.
 - d. If one or more of **CONTRACTOR's** AmeriCorps members has completed less than 30% of their contracted hours, and has resigned, abandoned, or been released from their term of service, **CONTRACTOR** may refill the slot. **CONTRACTOR** 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 on the next scheduled invoice.
3. Healthcare Adjustments.
- a. Adjustments for healthcare costs that result in an increase to the maximum amount of this Contract will be made on the next invoice following the change that necessitated the increase, and will require additional cash match and an amendment to this Contract.
 - b. Adjustments for healthcare costs that result in a decrease to the maximum amount of this Contract will be made on the fourth invoice, after the final date to enroll AmeriCorps members has passed.

IV. Special Circumstances

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

V. Increase in Costs

- A. The maximum amount of this Contract may increase if:
1. **CONTRACTOR** requests and **PCA CA** approves a slot augmentation;
 2. **CONTRACTOR** elects to refill one or more vacated AmeriCorps member slots; or
 3. One or more of **CONTRACTOR'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. **CONTRACTOR** (or its subcontractor) must provide in-kind support in the form of training, supervision, access to equipment and materials, etc. 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.

EXHIBIT E
PROGRAM SCOPE OF SERVICES

I. Monitoring and Oversight

- A. **PCA CA** will ensure that **CONTRACTOR** 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, 2014/2015 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, **CONTRACTOR** must follow and adhere to the various regulations that govern the AmeriCorps program, as well as this Contract. If **CONTRACTOR** places AmeriCorps members at Service Sites, **CONTRACTOR** is responsible for ensuring that Service Sites follow these regulations. Except in instances where the **CONTRACTOR** is the Service Site, **CONTRACTOR** must establish and maintain strong partnerships with Service Sites by clearly defining the roles and responsibilities of the Service Site. **CONTRACTOR** 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. **CONTRACTOR** will provide Service Sites with national service identification and signage for display.
- C. **CONTRACTOR** (or its subcontractor) 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. At a minimum during the site visit, **PCA CA** staff will:
1. Assess **CONTRACTOR**’s compliance with this Contract, as demonstrated by completion of the Program Compliance Summary;
 2. Assess **CONTRACTOR**’S compliance with 45 C.F.R. Chapter XXV §2520 – 2550, and the 2014 AmeriCorps Provisions;
 3. Review the status of the Member File for each of **CONTRACTOR**’s AmeriCorps members;
 4. Validate original documents used by **CONTRACTOR** to report data toward performance measurement;
 5. Review program and/or fiscal documentation;
 6. Answer specific program questions;

7. Meet and/or interview one (1) or more of **CONTRACTOR**'s current AmeriCorps members; and
8. Observe one (1) or more of **CONTRACTOR**'s AmeriCorps members providing service.

II. Recruitment and Eligibility of AmeriCorps Members

- A. **CONTRACTOR** (or its subcontractor) 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, 2015.

# of 900 Hour Members:	0
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# of 1700 Hour Members:	4
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- B. **CONTRACTOR** (or its subcontractor) shall create a "service listing" in eGrants, CNCS' online recruiting system.
- C. **CONTRACTOR** (or its subcontractor) agrees to actively seek potential AmeriCorps members from the community in which the program will be conducted. Further, **CONTRACTOR** (or its subcontractor) 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**, **CONTRACTOR** 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 2014-2015, Section 3, Recruitment and Beginning Service, incorporated into this contract by reference as Exhibit G.
- E. **CONTRACTOR** (or its subcontractor) 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. **CONTRACTOR** (or its subcontractor) shall inquire and notify **PCA CA** if an AmeriCorps applicant is concurrently enrolled in another AmeriCorps program.
- G. **CONTRACTOR** (or its subcontractor) shall inquire and notify **PCA CA** if an AmeriCorps applicant has previously served in another AmeriCorps program.
- H. Notification of AmeriCorps Applicant Selection:
1. **CONTRACTOR** (or its subcontractor) 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 **CONTRACTOR**'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, 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. **CONTRACTOR** (or its subcontractor) 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 **CONTRACTOR**'s AmeriCorps applicants, and shall conduct a National Service Criminal History Check on each of **CONTRACTOR**'s AmeriCorps applicants, for each term of service.
 - J. **PCA CA** shall notify **CONTRACTOR** as to whether or not each of **CONTRACTOR**'s AmeriCorps applicants have met the criteria to enroll in the **PCA CA** AmeriCorps program.
 - K. **CONTRACTOR** must maintain copies of the documents used to verify each AmeriCorps applicant's eligibility to serve in the AmeriCorps program in each AmeriCorps member's Member File (see Section VI Member Files).
 - L. **CONTRACTOR** (or its subcontractor) must recruit AmeriCorps applicants to replace/refill any position previously occupied by an AmeriCorps member during the term of this Contract, who:
 1. Resigned or were 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.
 - M. 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 2014-2015, Section 3. Recruitment and Beginning Service, incorporated into this Contract by reference as Exhibit G.
- B. An applicant convicted of murder, as defined in Section 1111 of Title 18, United States Code, is deemed unsuitable for the AmeriCorps program.
- C. 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.
- D. 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.
- E. Out-of-State AmeriCorps Applicants:

1. **CONTRACTOR** must notify **PCA CA** immediately if **CONTRACTOR** (or its subcontractor) has selected an out-of-state AmeriCorps applicant.
 2. Upon receipt of notification from **CONTRACTOR**, **PCA CA** will initiate the National Service Criminal History Check with the State Repository of the AmeriCorps applicant's state of residency.
- F. Monitoring and Notification:
1. **PCA CA** shall monitor the California Department of Justice secure mail server system each business day, until clearance information for **CONTRACTOR**'s AmeriCorps applicants has been received.
 2. **PCA CA** will notify **CONTRACTOR**, 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 applicable).
- G. Fees:
1. **PCA CA** shall pay for the cost of the National Service Criminal History Check, excluding rolling fees, which shall be paid by **CONTRACTOR**.
 2. **CONTRACTOR** shall reimburse each of its AmeriCorps applicants for any rolling fees incurred in relation to the National Service Criminal History Check, if paid for directly by the applicant.
- H. 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 **CONTRACTOR**'s AmeriCorps members, **PCA CA** will notify **CONTRACTOR** (and its subcontractor, 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, **CONTRACTOR** (or its subcontractor) 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 **CONTRACTOR** 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:	2/28/2015
The last date to enroll 1,700-hour AmeriCorps members is:	10/16/2014

- B. **PCA CA** will facilitate the invitation process of **CONTRACTOR**'s AmeriCorps members within the web-based My AmeriCorps system.
- C. Member Contracts:
1. **PCA CA** will provide **CONTRACTOR** with a Member Contract for each selected AmeriCorps applicant. **CONTRACTOR** must then ensure that the Member Contract is signed by each of **CONTRACTOR**'s AmeriCorps members before commencement of service so that members 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**.
- D. Unless enrollment is conducted by **PCA CA** staff, **CONTRACTOR** (or its subcontractor) will submit a copy of the entire Member File to **PCA CA** by fax or email on or before the commencement of each of **CONTRACTOR**'s AmeriCorps members' term of service.
- E. **PCA CA** will provide **CONTRACTOR** with Member Handbooks. Upon commencement of service, **CONTRACTOR** (or its subcontractor) must provide each AmeriCorps member with the 2014/15 Program Year AmeriCorps Member Handbook.
- F. **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 **CONTRACTOR**'s AmeriCorps members' term of service. **CONTRACTOR** will ensure that each of its AmeriCorps members attend the orientation. **PCA CA** will maintain documentation regarding AmeriCorps member orientation attendance
- B. **CONTRACTOR** shall conduct an orientation for its AmeriCorps members within ten (10) business days of the commencement of each of **CONTRACTOR**'s AmeriCorps members' term of service. **CONTRACTOR** must utilize a sign-in sheet to document AmeriCorps member attendance, and must submit the sign-in sheet to **PCA CA** within five (5) business days of the orientation. At a minimum, **CONTRACTOR**'s orientation must include the topics listed in the CAP Center AmeriCorps Supervisor Program Manual 2014-2015, Section 3, Recruitment and Beginning Service.
- C. Except in instances where **CONTRACTOR** is also the Service Site, **CONTRACTOR** 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 to document AmeriCorps member attendance, and must submit the sign-in sheet to **CONTRACTOR**, who in turn must submit the sign-in sheet 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 2014-2015, Section 3, Recruitment and Beginning Service.
- D. If **CONTRACTOR** is the Service Site, the topics listed for Lead Agencies and Service Sites must be included in **CONTRACTOR**'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 **CONTRACTOR**'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, **CONTRACTOR** (or its subcontractor) 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. **CONTRACTOR** 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 **CONTRACTOR**'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. **CONTRACTOR** 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 collect and maintain data regarding AmeriCorps member timesheets. **PCA CA** will grant iEmployee access to each of **CONTRACTOR**'s enrolled AmeriCorps members, as well as **CONTRACTOR**'s (or its subcontractors) designated staff who are responsible for supervision or coordination of **CONTRACTOR**'s AmeriCorps members.
- B. **CONTRACTOR** (or its subcontractor) must monitor and ensure that each of **CONTRACTOR**'s AmeriCorps members:
1. Is serving the average number of hours stated in each of **CONTRACTOR**'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. **CONTRACTOR** (or its subcontractor) shall ensure that **CONTRACTOR**'s AmeriCorps members are provided with a 15-minute break from service activities when the service period is four (4) hours or more.
- D. **CONTRACTOR** (or its subcontractor) shall provide **CONTRACTOR**'s AmeriCorps members with a meal period of between thirty (30) and sixty (60) minutes, when **CONTRACTOR**'s AmeriCorps members serve over five (5) hours, during which time **CONTRACTOR**'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 **CONTRACTOR**'s AmeriCorps member's day, *and* the meal period has been waived by both **CONTRACTOR**'s AmeriCorps member and the Service Site

Supervisor at the beginning of **CONTRACTOR**'s AmeriCorps member's shift, then **CONTRACTOR**'s AmeriCorps member does not need to take a meal period.

- F. **CONTRACTOR** (or its subcontractor) must review and approve **CONTRACTOR**'s AmeriCorps members' timesheets in iEmployee by the dates listed in the 2014/2015 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 **CONTRACTOR**'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

CONTRACTOR's AmeriCorps members may be eligible for 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 **CONTRACTOR**'s AmeriCorps members. **CONTRACTOR**'s AmeriCorps members may not receive one or more of the benefits below during a period of suspension or a leave of absence.

- A. Segal AmeriCorps Education Award:
 - 1. **PCA CA** shall verify whether each of **CONTRACTOR**'s AmeriCorps members have successfully completed their term of service, including whether or not they served the required number of hours as listed in his/her Member Contract to earn a Segal AmeriCorps Education Award.
 - 2. **PCA CA** shall record in the CNCS online database, eGrants, whether each of **CONTRACTOR**'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 2014/15 program year is:

1,700-hour Segal AmeriCorps Education Award	\$5,645.00
900-hour Segal AmeriCorps Education Award	\$2,822.00

- 5. Notwithstanding the above, **CONTRACTOR**'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 **CONTRACTOR**'s AmeriCorps members, as determined by **CONTRACTOR** 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 **CONTRACTOR**'s AmeriCorps members completes, or is released from, their term of service.
- 3. Living allowance payments will be issued to each of **CONTRACTOR**'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, 2014/2015 AmeriCorps Member Living Allowance Schedule.
- 5. Minimum Hours for Living Allowance. To receive the full incremental payment for a given time period, each of **CONTRACTOR**'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 **CONTRACTOR**'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 **CONTRACTOR**'s AmeriCorps members. Payroll services include:

- a. Issuance of living allowance incremental payments;
 - b. Withholding and reporting of associated taxes;
 - c. Processing of IRS Form W-2; and
 - d. Processing of Workers' Compensation claims for **CONTRACTOR's** AmeriCorps members who sustain service-related injuries during the term of this Contract.
- C. Child Care:
1. 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.
 2. CNCS contracts with a third-party company to administer the child care subsidy. **PCA CA** assumes no responsibility for acts of the administrator including, but not limited to, the following:
 - a. Denials of applications;
 - b. Delays in processing of applications; or
 - c. Delays in payments made to child care providers.
 3. **CONTRACTOR** (or its subcontractor) will assist its AmeriCorps members in determining eligibility and provide opportunity to elect or decline the child care benefit.
 4. **CONTRACTOR** (or its subcontractor) 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. **CONTRACTOR** 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 2014 AmeriCorps Provisions, **PCA CA** provides, or makes available, health insurance to those of **CONTRACTOR'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. **CONTRACTOR** (or its subcontractor) will assist its AmeriCorps members in determining eligibility and provide the opportunity to elect or decline the healthcare benefit.
 3. **CONTRACTOR** (or its subcontractor) will provide eligible AmeriCorps members with enrollment materials and benefits information, as provided by **PCA CA**. **CONTRACTOR** 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 **CONTRACTOR**'s AmeriCorps members must be conducted within the first forty-five (45) business days of each of **CONTRACTOR**'s AmeriCorps member's commencement of service.
- B. **CONTRACTOR** (or its subcontractor) must use the Initial Performance Assessment template available at: <http://www.capamericorps.weebly.com>.
- C. **CONTRACTOR** must submit the Initial Performance Assessment to **PCA CA** within ten (10) calendar days of completion.

XI. Supervision and Support of AmeriCorps Members

- A. **CONTRACTOR** (or its subcontractor) must provide its AmeriCorps members with adequate supervision by qualified supervisors.
- B. At a minimum, each of **CONTRACTOR**'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 **CONTRACTOR**'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 mandated core training curricula and provide training to **CONTRACTOR**'s AmeriCorps members. 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 **CONTRACTOR** (or its subcontractor) to use in facilitating other AmeriCorps member mandated trainings. **CONTRACTOR**-facilitated training topics include the following:
 1. Active Citizens; and
 2. Life after AmeriCorps.
- C. **CONTRACTOR** 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, 2014/2015 Performance Measures.
- B. **CONTRACTOR** (or its subcontractor) must ensure that data collected by **CONTRACTOR**'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. **CONTRACTOR** 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), **CONTRACTOR** is responsible for conducting a Mid-term and an End-of-term Performance Evaluation on each of **CONTRACTOR**'s AmeriCorps members.

- A. Mid-term Performance Evaluation.
 - 1. **CONTRACTOR** 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 **CONTRACTOR**'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. **CONTRACTOR** (or its subcontractor) 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. **CONTRACTOR** (or its subcontractor) 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 **CONTRACTOR**'s AmeriCorps members.
- E. Sections B. and D. of this provision, in combination, shall be used to determine whether each of **CONTRACTOR**'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 **CONTRACTOR**'s AmeriCorps members who successfully completes their term of service.
- B. If an AmeriCorps member does not successfully complete their term of service, **CONTRACTOR** will notify **PCA CA** immediately upon **CONTRACTOR**'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 **CONTRACTOR**.
- C. **CONTRACTOR** approve all pending timesheets for **CONTRACTOR**'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 Success Story; and
 - 5. AmeriCorps Member Satisfaction Survey.
- D. Notwithstanding the above, in the case of service abandonment, **CONTRACTOR** 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 **CONTRACTOR**'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. **CONTRACTOR** (or its subcontractor) 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, 2015.
 - 4. Member Graduation Ceremony.
- B. **CONTRACTOR** (or its subcontractor) 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 2015.

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. **CONTRACTOR**'s website shall clearly state that **CONTRACTOR** is an AmeriCorps grantee and shall prominently display the AmeriCorps logo. **CONTRACTOR** (and its subcontractor, 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 **CONTRACTOR**'s AmeriCorps program in accordance with CNCS requirements.
- C. **CONTRACTOR** (or its subcontractor) will ensure that each of its AmeriCorps members wear the AmeriCorps logo or service uniform/gear and be clearly identified as AmeriCorps members while accruing hours for serving or participating in member development.
- D. **PCA CA** will provide **CONTRACTOR** (or its subcontractor) 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. Two (2) cloisonné pins, bearing the AmeriCorps logo.
- E. Additional member gear may be purchased at **CONTRACTOR**'s expense.

XVIII. eGrants/My AmeriCorps Web Based Reporting

- A. **CONTRACTOR** 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 **CONTRACTOR**'s access to the eGrants/My AmeriCorps system.

ATTACHMENT E-1
2014/2015 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 2012/15 First 5 Service Corps proposal. As such, they reflect the statewide aggregate outputs and outcomes for the program. CONTRACTOR is responsible for meeting the individual outputs and outcomes, when listed as a subset of the aggregate values. The CONTRACTOR Performance Measure targets are dependent upon the full enrollment of the number of AmeriCorps member slots included in this Contract. CONTRACTOR shall vigorously pursue 100% retention of AmeriCorps members.

PRIMARY PERFORMANCE MEASURE TITLE: CHILDREN ARE READY FOR SCHOOL	
Need	
<p>Every newborn has the same biological potential for academic success; a potential greatly influenced, positively and negatively, during the first five years of life. In "Neurons to Neighborhoods: The Science of Early Childhood Development," the authors state, "Striking disparities in what children know and can do are evident well before they enter kindergarten. These differences are strongly associated with social and economic circumstances, and they are predictive of subsequent academic performance." School readiness activities delivered to economically disadvantaged children ages 2-5 enhance academic performance, reduce both grade repetition and special education placements, reduce crime, and contribute to greater employment and higher earnings in adulthood. Disadvantaged children, however, are the least likely to attend school readiness programs, and once they start behind they stay behind. The First 5 Service Corps will deliver school readiness activities to economically disadvantaged children ages 2-5 in 19 high need communities across California. Utilization of a comprehensive and continuous assessment method coupled with the individualization of curricula has been shown to be the most effective way to demonstrate gains in school readiness. The preparation process can be more intensive than traditional methods. The result is that members will spend a significant amount of time referencing the GOLD Assessment system for appropriate strategies and developing lesson/session plans in order to meet the needs of the beneficiaries.</p>	
Expected Result	
<p>Output: Children will receive services and activities for school readiness.</p>	<p>Intermediate Outcome: Children will meet age-appropriate developmental milestones for school readiness.</p>

Member Activities to Achieve Expected Results

AmeriCorps members will serve as Family Advocates, Preschool Coaches, and Home Visitors to provide developmental skill-building activities to children ages 2 to 5 years in early care and education environments. Members will provide school readiness services through one-on-one and small group skill-building activities to an average of 36 children over the course of their term. Members will spend 5 days per week, 6 hours per day, preparing for and engaging children in direct developmental skill-building activities, which will focus on literacy, math concepts, and social competence. Members will adapt and utilize Teaching Strategies Creative Curricula to develop targeted activities based on general kindergarten readiness themes and the individual child's needs. Members will work with the child's parent/guardian to ensure that developmental skill-building is promoted and emphasized in the home as well as the classroom. Additional daily activities include: travel time to beneficiary sites other than the member's primary service site, classroom preparation, lesson planning, outreach for school readiness services, and completion of all necessary documentation. The minimum threshold for children to be counted in the end outcome is 35 hours of direct service from an AmeriCorps member. In order to account for all AmeriCorps hours it should be noted that approximately 1,500 of the direct beneficiaries will receive an average of 10 hours of service and not meet the threshold for inclusion in the end outcome. Additionally, an estimated 1,000 of the high need beneficiaries will receive at least 10 hours more than the minimum 35 hour threshold.

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 literacy, numeracy, and social/emotional development. 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>Teaching Strategies GOLD Assessment to collect data on the number of children that demonstrate gains in literacy, numeracy and/or social/emotional development. Members submit data in the online database monthly, Project manager monitors quarterly.</p> <p>Completed by <u>AmeriCorps Members</u> Frequency <u>twice at a minimum, third administration as needed.</u></p> <ol style="list-style-type: none"> 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 (if served significantly more than 35 hours) 	
Primary Performance Measure Targets			
Statewide Output Targets	Contractor Output Targets	Statewide Intermediate Outcome Targets	Contractor Intermediate Outcome Targets
3,046 beneficiaries will receive school readiness services.	128 San Bernardino County beneficiaries will receive school readiness services.		
1,748 high need children will receive at least 35 hours of school readiness services.	102 San Bernardino County high need children will receive at least 35 hours of school readiness services.		
697 of 1,748 high need children who will enter kindergarten in the year following services will receive at least 35 hours of service.	61 San Bernardino County high need children who will enter kindergarten in the year following service will receive at least 35 hours of service.	30% (208 of 697) high need children who will enter kindergarten in the year following school readiness services and receive 35 hours of service will be school ready.	18 San Bernardino County high need children who will enter kindergarten in the year following school readiness services and receive 35 hours of service will be school ready.

Primary Performance Measure Targets			
1,051 of 1,748 high need children who will not enter kindergarten in the year following services will receive at least 35 hours of service.	67 San Bernardino County high need children who will not enter kindergarten in the year following services will receive at least 35 hours of service.	70% (735 of 1,051) high need children who will not enter kindergarten in the year following services and receive 35 hours of service will meet age appropriate school readiness milestones in one or more areas that they had not initially met.	28 San Bernardino County high need children who will not enter kindergarten in the year following services and receive 35 hours of service will meet age appropriate school readiness milestones in one or more areas that they had not initially met.
National Performance Measure Targets			
Statewide Output Targets	CONTRACTOR Output Targets	Statewide Intermediate Outcome Targets	CONTRACTOR Intermediate Outcome Targets
NATIONAL PERFORMANCE MEASURE (ED 20) 2,912 children will start in an AmeriCorps Early Childhood Education Program.	128 San Bernardino County children will start in an AmeriCorps Early Childhood Education Program.	NATIONAL PERFORMANCE MEASURE (ED 23) 1,193 children will demonstrate gains in school readiness in terms of social and emotional development.	51 San Bernardino County children will demonstrate gains in school readiness in terms of social and emotional development.
NATIONAL PERFORMANCE MEASURE (ED 21) 1,922 children will complete participation in an AmeriCorps Early Childhood Education Program.	84 San Bernardino County children will complete participation in an AmeriCorps Early Childhood Education Program.	NATIONAL PERFORMANCE MEASURE (ED 24) 1,396 children will demonstrate gains in school readiness in terms of literacy skills.	41 San Bernardino County children will demonstrate gains in school readiness in terms of literacy skills.
		NATIONAL PERFORMANCE MEASURE (ED 25) 1,063 children will demonstrate gains in school readiness in terms of numeracy (math) skills.	25 San Bernardino County children will demonstrate gains in school readiness in terms of numeracy (math) skills.

PERFORMANCE MEASURE TITLE: VOLUNTEER RECRUITMENT	
Need	
Required	
Expected Results	
Engage Community Volunteers in Service	
Member Activities to Achieve Expected Results	
<p>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. Parent 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 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	Contractor Output Targets
85 volunteers recruited for ongoing activities.	4 San Bernardino County volunteers recruited for ongoing activities.
338 volunteers recruited for one-time activities.	16 San Bernardino County volunteers recruited for one-time activities.
423 volunteer hours for ongoing activities.	64 San Bernardino County volunteer hours for ongoing activities.
1,015 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 50 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. • Web-based Modules: Social-Emotional and Cognitive Development; Family Literacy Fundamentals; GOLD Curriculum & Activity Development Training. • Service Site-delivered, curriculum provided by PCA CA: Active Citizens ; Life after AmeriCorps; Cultural Awareness; Conflict Resolution. • Ongoing Hours, including other site specific (related to member position) trainings: supervision/coaching; Professional Development; & PCA CA webinar. 			
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	Contractor Output Targets	Statewide Outcome Targets	Contractor Output Targets
105 members will participate in 20,930 training hours.	4 1700-hour members will participate in 920 training hours.	70% of members will increase knowledge and skills by 10%.	3 members will increase knowledge and skills by 10%.

2014/2015 AmeriCorps Member Living Allowance Schedule			
Pay Period:	Member must submit timesheet by:	Date Service Site Supervisor must approve timesheet by:	Pay Date:
8/1/14 – 8/15/14	8/18/14	8/19/14	8/25/14
8/16/14 – 8/31/14	9/2/14	9/2/14	9/10/14
9/01/14 – 9/15/14	09/16/14	09/17/14	9/25/14
9/16/14 – 9/30/14	10/1/14	10/2/14	10/10/14
10/01/14 – 10/15/14	10/16/14	10/17/14	10/24/14
10/16/14 – 10/31/14	11/3/14	11/4/14	11/10/14
11/01/14 – 11/15/14	11/17/14	11/18/14	11/25/14
11/16/14 – 11/30/14	12/1/14	12/2/14	12/10/14
12/1/14 – 12/15/14	12/16/14	12/17/14	12/23/14
12/16/14 – 12/31/14	1/2/15	1/2/15	1/9/15
1/1/15 – 1/15/15	1/16/15	1/16/15	1/23/15
1/16/15 – 1/31/15	2/2/15	2/3/15	2/10/15
2/1/15 – 2/15/15	2/17/15	2/17/15	2/25/15
2/16/15 – 2/28/15	3/2/15	3/3/15	3/10/15
3/1/15 – 3/15/15	3/16/15	3/17/15	3/25/15
3/16/15 – 3/31/15	4/1/15	4/2/15	4/10/15
4/1/15 – 4/15/15	4/16/15	4/17/15	4/24/15
4/16/15 – 4/30/15	5/1/15	5/4/15	5/8/15
5/1/15 – 5/15/15	5/18/15	5/18/15	5/22/15
5/16/15 – 5/31/15	6/1/15	6/2/15	6/10/15
6/1/15 – 6/15/15	6/16/15	6/17/15	6/25/15
6/16/15 – 6/30/15	7/1/15	7/2/15	7/10/15
7/1/15 – 7/15/15	7/16/15	7/17/15	7/24/15
7/16/15 – 7/31/15	8/3/15	8/4/15	8/10/15
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	9/16/15	9/18/15	9/25/15

EXHIBIT F
ASSURANCES AND CERTIFICATIONS

I. ASSURANCES

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

- A. Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- B. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- C. Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- E. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:
 1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin;
 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability;
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 7. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 9. Any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and
 10. The requirements of any other nondiscrimination statute(s) which may apply to the application.

- G. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- I. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- J. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K. Will comply with environmental standards which may be prescribed pursuant to the following:
 - 1. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - 2. Notification of violating facilities pursuant to EO 11738;
 - 3. Protection of wetlands pursuant to EO 11990;
 - 4. Evaluation of flood hazards in floodplains in accordance with EO 11988.
 - 5. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.);
 - 6. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.);
 - 7. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - 8. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- L. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- M. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-l et seq.).
- N. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- O. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

- P. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Q. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- R. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.
- S. Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the Corporation will be used to support any such prohibited activities.
- T. Will comply with the nondiscrimination provisions in the national service laws, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the national service laws shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or on the basis of religion (except that the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-Corporation funds or paid with Corporation funds but employed with the organization operating the project on the date the grant was awarded).
- U. Will comply with all other federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to:
 - 1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin;
 - 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps;
 - 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
 - 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - 7. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - 8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and
 - 9. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- V. Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program.

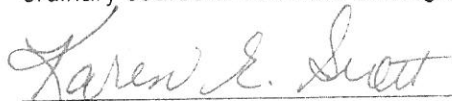
- W. Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the non-displacement requirements specified in section 177 of the NCSA.
- X. Will, in the case of an AmeriCorps program that is not funded through a State, consult with and coordinate activities with the state commission for the state in which the program operates.
- Y. Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the National and Community Service Act of 1990 and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed.
- Z. Will comply with the non-duplication and non-displacement requirements set out in section 177 of the National and Community Service Act of 1990, and in the 45 C.F.R. Chapter XXV § 2540.100.
- AA. Will comply with the grievance procedure requirements as set out in section 176(f) of the National and Community Service Act of 1990 and in 45 CFR Chapter XXV § 2540.230.
- AB. Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform.
- AC. Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences.
- AD. Will arrange for an independent evaluation of any national service program carried out using assistance provided to the applicant under section 121 of the National and Community Service Act of 1990 or, with the approval of CNCS, conduct an internal evaluation of the program.
- AE. Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program's impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by CNCS.
- AF. Will ensure the provision of a living allowance and other benefits to participants as required by the Corporation.

II. CERTIFICATIONS

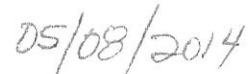
- A. Certification – Debarment, Suspension, and Other Responsibility Matters
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, *Participants' responsibilities*.
1. As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:
 - a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Has, within a three-year period preceding this application, been convicted of, or had an adverse civil judgment entered in connection with, fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - d. Has not, within a three-year period preceding this application, had one or more public transactions (federal, state or local) terminated for cause or default.
 2. If you are unable to certify to any of the statements in this certification, you must attach an explanation to this application.
- B. Certification – Drug-Free Workplace
This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F. The regulations require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 34 CFR Part 85, Section 85.615 and 85.620). As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief that the grantee will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace,
 - b. The grantee's policy of maintaining a drug-free workplace,
 - c. Any available drug counseling, rehabilitation, and employee assistance programs, and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement, and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 5. Notifying us within ten days after receiving notice under subparagraph (d) from an employee or otherwise receiving actual notice of such conviction;
 6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d), with respect to any employee who is so convicted-
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1) through (7)
- C. Certification – Lobbying Activities
As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 3. The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.
- D. Erroneous Certification or Assurance
The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

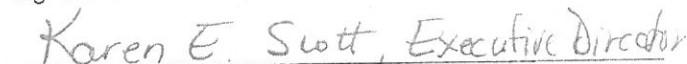
- E. Notice of Error in Certification or Assurance
You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.
- F. Definitions
The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. An applicant shall be considered a "prospective primary participant in a covered transaction" as defined in the rules implementing Executive Order 12549. You may contact us for assistance in obtaining a copy of those regulations.
- G. Assurance Requirement for Subgrant Agreements
You agree by signing this Contract that you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.
- H. Assurance Inclusion in Subgrant Agreements
You agree by signing this Contract that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.
- I. Assurance of Subgrant Principals
You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- J. Non-Assurance in Subgrant Agreements
If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.
- K. Prudent Person Standard
Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



Signature



Date



Print Name and Title



**AGENDA ITEM 6
AUGUST 6, 2014**

Subject	Asset Mapping Project Results for 2013
Recommendations	Receive Information on Comprehensive Asset Mapping Project Report. (Presenter: Mary Jaquish, Supervisor, 252-4254 and Harder+Co. Staff)
Background Information	<p>Through an Asset Mapping Project, - a community discussion about needs and assets related to social service, economic and built environments, - First 5 San Bernardino visited eight communities that we serve to find out what kind of assets and resources they find available. The communities “mapped” were Crestline, Big Bear, Montclair, Colton, Victorville, Needles, Muscoy and Joshua Tree. Some of the questions asked of the community residents during this process included the following:</p> <ul style="list-style-type: none"> • What places are you most proud of? • Where do you feel unsafe? • Where do you access healthcare? • What resources do you wish you had in your community? • Where do your children play? • What are the physical or cost barriers to accessing services? • Where do you go for advice when you have questions or needs related to your children ages 0-5? <p>Asset mapping can verify existing assets and barriers to accessing services as well as clarify where new resources can do the most good, building on community strengths. By engaging, parents, residents and service providers, we are able to recognize those who live and work in the communities as the experts in the strengths and needs of their communities. This project, led by Harder+Co. was conducted between March 2013 and November 2013.</p> <p>Results of this Asset Mapping project are being shared with government/leadership and service providers to help better understand the assets and needs of the communities and clients, to plan related strategic programming and outreach, to assist in linking to other resources (network), and to have a clearer understanding of where community members obtain social support. The findings may also help the First 5 Commission in identifying strategic areas for future funding and ways to strengthen the service infrastructure within San Bernardino County.</p> <p>Results for the individual sessions conducted in Crestline, Big Bear, Montclair, Colton, Victorville and Needles were shared with the Commission on January 8, 2014. Results for the Muscoy and Joshua Tree sessions were shared last month. Harder and Company has prepared a comprehensive report on all 8 sessions highlighting Countywide assets and barriers as well as regionally unique ones.</p>
Financial Impact	None
Review	Regina Coleman, Commission Counsel

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



**AGENDA ITEM 7
AUGUST 6, 2014**

Subject	Letter of Intent to Support San Bernardino County Preschool Services Upon Award of Federal Early Head Start – Child Care Partnership Grant
Recommendations	Receive information that as stated in the Letter of Intent accompanying the grant application submission by Preschool Services, First 5 San Bernardino intends to provide funding, as a non-federal contribution for coaching and mentoring to support the County of San Bernardino Preschool Services Department, partnering with the Child Care Resource Center to implement the Early Head Start - Child Care Partnership program in San Bernardino County. In addition, the Commission will support the children served under this grant with the First 5 funded dental program, also as a non-federal match. (Presenter: Karen E. Scott, Executive Director, 252-4252)
Background Information	<p>The Children and Families Commission – First 5 San Bernardino, in collaboration with the community and agencies providing services to children, strives to promote, support and enhance the early development of children prenatal through age five through a needs based, family centered, culturally appropriate, accessible and integrated service delivery system, with well-defined and meaningful outcomes, so that all children enjoy optimal physical, cognitive, emotional and social well-being.</p> <p>First 5 San Bernardino is excited about the opportunity to increase availability through additional slots and improve the quality of early learning services for the children of our County with the release of the Federal Early Head Start – Child Care Partnerships (EHS-CCP) grants. (Early Head Start - <u>Child Care Partnerships HHS-2015-ACF-OHS-HP-0814</u>)</p> <p>Effective collaboration draws on the strengths of partnering programs in the community to promote a seamless system of high-quality early care and education services for children, linkages to necessary health and social services, and partnerships with families. The resulting partnerships allow programs to leverage their funds for more collective impact.</p> <p>The first 5 years of life are critical to early childhood development to ensure optimal health and well-being outcomes and future success in school and in life. Too many children are missing out on high quality early learning experiences that build their future. With disparities between lower-and higher-income children starting in infancy, high quality early learning programs for infants and toddlers are a key ingredient to closing the opportunity gap, leveling the playing field, and making sure all of our children have the best odds at success.</p> <p>The Children and Families Commission - First 5 San Bernardino recognizes the strength of the partnership, is proud to align with our local Head Start and our Child Care Resource Center, and is committed to financially and collaboratively supporting the improvement of the quality of early learning services for the children of our County in response to the opportunity made available with the release of the Early Head Start – Child Care Partnerships (EHS-CCP) grants.</p>

Funding and budget recommendations will be brought before the Commission for approval upon award of Federal Head Start – Child Care Partnership Grant for San Bernardino County.

Letter of Intent attached.

Financial Impact

None solely by way of the Letter of Intent, however, if grant for the County is awarded, there is a potential of leveraging \$1.5M a year with a minimal Commission approved investment.

Review

Regina Coleman, Commission Counsel

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



July 1, 2014

Diana Alexander, Director
County of San Bernardino, Preschool Services Department

RE: Letter of Intent re: Early Head Start - Child Care Partnerships HHS-2015-ACF-OHS-HP-0814

Commissioners

The Children and Families Commission – First 5 San Bernardino, in collaboration with the community and agencies providing services to children, strives to promote, support and enhance the early development of children prenatal through age five through a needs based, family centered, culturally appropriate, accessible and integrated service delivery system, with well-defined and meaningful outcomes, so that all children enjoy optimal physical, cognitive, emotional and social well-being.

Linda Haugan
Chair

First 5 San Bernardino is very excited about the opportunity to increase availability through additional slots and improve the quality of early learning services for the children of our County with the release of the Early Head Start – Child Care Partnerships (EHS-CCP) grants.

Maxwell
Ohikhuare, M.D.
Vice-Chair

Effective collaboration draws on the strengths of partnering programs in the community to promote a seamless system of high-quality early care and education services for children, linkages to necessary health and social services, and partnerships with families. The resulting partnerships allow programs to leverage their funds for more collective impact.

Mark Daniels
Commissioner

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

Leslie Egge
Commissioner

The County of San Bernardino Preschool Services Department, with over 48 years of experience will serve as the lead applicant and they will partner with the Child Care Resource Center who has over 38 years of experience, both providing early learning services to children and families.

Margaret Hill
Commissioner

The first 5 years of life are critical to early childhood development to ensure optimal health and well-being outcomes and future success in school and in life. Too many children are missing out on high quality early learning experiences that build their future. With disparities between lower-and higher-income children starting in infancy, high quality early learning programs for infants and toddlers are a key ingredient to closing the opportunity gap, leveling the playing field, and making sure all of our children have the best odds at success.

James Ramos
Commissioner

The Children and Families Commission - First 5 San Bernardino recognizes the strength of the partnership, is proud to align with our local Head Start and our Child Care Resource Center, and is committed to financially and collaboratively supporting the improvement of the quality of early learning services for the children of our County in response to the opportunity made available with the release of the Early Head Start – Child Care Partnerships (EHS-CCP) grants.

Elliot Weinstein,
M.D.
Commissioner

Sincerely,

A handwritten signature in black ink that reads "Linda Haugan".

Linda Haugan, Assistant Executive Officer
First 5 San Bernardino Commission Chair