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Agenda: Children and Families Commission 10-2018

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

**Meeting date, time,
and place**

October 31, 2018
Commission Meeting
3:30 to 5:00 p.m.
Commission Conference Center

**Pledge of
Allegiance**

Chair or designee will lead the Pledge of Allegiance

**SPECIAL
PRESENTATION**

Fatherhood Program Overview
Introduction by Kathy Turnbull, Children's Network Officer with Juan Solis, Inland Empire
Father Coordinator

**Conflict of Interest
Disclosure**

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

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

Report

Legislative Report by Chekesha Gilliam
Government Relations Analyst, County Administrative Office

Report

Advisory Committee Report by Alan H. Garrett, Chair

Report

Executive Director's Report by Karen E. Scott

Consent Items

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

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

Interpreters for hearing impaired and Spanish speaking individuals will be made available with forty-eight hours notice. Please call Commission staff (909) 386-7706 to request the service. This location is handicapped accessible.

Item No.	CONSENT
1	Approve Minutes of September 12, 2018 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
2	A. Ratify and approve Amendment No. 1, effective October 13, 2018, to employment Contract No. 15-816 between the County of San Bernardino, Children and Families Commission, and Willmar Gultom, Accountant II, extending the term through October 12, 2021, and updating benefit language and hourly rate for an annual cost of \$80,306 (\$56,992 Salary, \$23,314 Benefits). B. Authorize the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contract for a maximum of three successive one-year periods on behalf of the County, subject to County Counsel review. C. Direct the Assistant Executive Officer of Human Services to transmit all documents in relation to contract amendments to the Clerk of the Board of Supervisors within 30 days of execution. (Presenter: Karen E. Scott, Executive Director, 252-4252)
3	Approve Commission Meeting Schedule for Calendar Year 2019. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
4	Approve Amendment A1 to Contract FS076 with County of San Bernardino Library for the Career Online High School Initiative for Fiscal Year 2016-2020. (Presenter: Scott McGrath, Deputy Director, Systems and Impact, 242-4259)
5	Approve Amendment No. 1 to the non-financial Memorandum of Understanding (MOU) with the County of San Bernardino Preschool Services Department (PSD) to provide literacy, math skills, and social and emotional development skills for eligible PSD children through the use of AmeriCorps members for the period of July 25, 2018 through September 30, 2020. (Presenter: Staci Scranton, Business Support Manager, 252-4282)

Item No.	DISCUSSION
6	Conduct Public Hearing for the Children and Families Commission for San Bernardino County's Annual Audit for Fiscal Year 2017-2018. (Presenter: Debora Dickerson-Sims, Deputy Director of Finance, 252-4269)
7	Conduct Public Hearing of the Children and Families Commission for San Bernardino County's Annual Report for Fiscal Year 2017-2018. (Presenter: Scott McGrath, Deputy Director of Systems and Impact, 252-4259)
8	Approve Contract IC035 with Social Entrepreneurs, Inc., to support the development and implementation of a Maternal Health Systems framework specific to San Bernardino County in the amount \$197,158 for Fiscal Years 2018-19 through 2019-20. (Presenter: Renee Jones, Staff Analyst II, 252-4273)
9	A. Approve revised Letter of Intent to increase the AmeriCorps members living allowance for three (3) previously approved 1,700-hour (full-time) services members to (PATH) program. B. Approve (1) year contract with Prevent Child Abuse California (PCA CA) for three (3) AmeriCorps service member positions to provide home visitation through the (PATH) Program at a cost not to exceed \$54,840.00 in matching funds for Fiscal Year 2018-2019. C. Approve Memorandum of Understanding (MOU) with (PCA CA) for Fiscal Year 2018-2019 for AmeriCorps service member mileage reimbursement in an amount not to exceed \$15,000.00 (Presenter: Wendy Lee, Staff Analyst II, 252-4254)

Public Comment

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

Commissioner Roundtable

Open to comments by the Commissioners.

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Next Meeting at
First 5 San
Bernardino

Wednesday, December 5, 2018
3:30 p.m. to 5:00 p.m.

NOTE: No meeting in November

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: OCTOBER 31, 2018**

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contractor	Principals & Agents	Subcontractors; Principals & Agents	Commissioner Abstentions
1	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A
5	County of San Bernardino Preschool Services Department	Robert A. Lovingood First District Supervisor Chairman of the Board of Supervisors	Phalos Haire Interim Director	Supervisor James Ramos and CaSonya Thomas
6	N/A	N/A	N/A	N/A
7	N/A	N/A	N/A	N/A
8	Social Entrepreneurs, Inc.,	Kelly A. Marschall President and Principal	N/A	N/A
9	Prevent Child Abuse California (PCA CA)	Sheila Boxley President and CEO Stephanie Biegler Chief Program Officer	N/A	N/A



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Minutes: Children and Families Commission Meeting

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

**Meeting Date,
Time and
Location**

Commission Meeting
September 12, 2018 – 3:30 p.m.
First 5 San Bernardino

**Pledge of
Allegiance**

The Pledge of Allegiance was led by Chair Ohikhuare

**SPECIAL
PRESENTATION**

*Creating Mini Miracles for Children from Hard Places:
A Report on the Outcomes of a First 5 Pilot Program for Children of Trauma*
Presenter: Dr. Ron Powell

**Conflict of
Interest
Disclosure**

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

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

Attendees**Commissioners Present**

- Margaret Hill
- Alan Garrett
- Maxwell Ohikhuare, M.D.
- CaSonya Thomas
- Paul Vargas
- Elliot Weinstein, M.D.

Staff Present

- Karen Scott, Executive Director
- Scott McGrath, Deputy Director of Systems and Impact
- Debora Dickerson-Sims, Deputy Director of Finance
- Staci Scranton, Business Support Manager
- Sophie Akins, Commission Counsel
- Ronnie Thomas, Staff Analyst II
- Justin Dailey, Staff Analyst II
- Renee Jones, Staff Analyst II

Changes to the Agenda

- Wendy Lee, Staff Analyst II

None

Report – Advisory Committee, Alan H. Garrett, Chair

The next committee meeting is scheduled for September 27th at 11:30 at this location.

Report – Legislative

See attached legislative report.

 9-2018 F5SB.pdf

Report – Executive Director, Karen Scott

First 5 Commercial Ad

Thank you to our Media Specialist, Leslie Fountain, for the “refresh” of one of my favorite communication shares. Here in our 20th Anniversary year, we would like to distribute this short clip for presentation beyond Facebook, Instagram and You Tube, aiming as widely as possible to reach families and providers, to raise awareness and relevancy of First 5 San Bernardino (F5SB). Please let me know if you have ideas of places you would want to ensure have access and are able to show the video.

Also, between October 29 and November 11, be on the lookout for our billboards “Celebrating 20 years of Firsts” as designed by Leslie. Billboard locations are: I-15 South of Bear Valley Road in Victorville; I-10 east of Mountain Avenue in Ontario and I-10 east of Citrus Avenue in Fontana where 1.2 million views per week are expected.

Save the Date

Tuesday, November 6th from 1:30 pm – 5pm for F5SB’s 20th Year Anniversary Event, kicking off a month-long celebration with our county-wide partners. Plans are in the works to ask the Board of Supervisors for a resolution recognizing F5SB for 20 years of service.

Sunset Review of Commission

Every four years, the Board of Supervisors asks for the recommendation of whether a Board, Commission or Committee should be continued, dissolved or modified. I submitted the form recommending that our operation be continued as established by the creation of Prop 10 with California Health and Safety Code Section 130150, and the California Children and Families First Act of 1998 remaining in effect. San Bernardino County Ordinance 3745 of January 5, 1999 created our local Commission authorizing our operation remaining in effect today.

The recommendation regarding our Commission will be part of an annual report to the BOS and they, in turn, will take formal action to continue, dissolve or modify this and other Boards, Commissions and Committees scheduled for review.

Thank you, First 5 Commission, for keeping First 5 relevant and providing leadership and governance to fulfill the F5SB mission.

New Staff

First 5 San Bernardino is happy to welcome 3 new Staff Analysts to our team – Dr. Wendy Lee, Justin Dailey and Renee Jones.

Highly accomplished, with many Professional Awards, Dr. Wendy Lee holds a Doctorate in Clinical Psychology and comes to us from the County Department of Behavioral Health where she was a Social Worker II. She has a long career history of working with children and families and has a particular interest in developmental concerns for children 0-3. Dr. Lee has extensive experience in contract monitoring, program design, development and evaluation and as well as teaching, training and presenting.

Justin Dailey comes from the financial sector with vast experience in analysis, project management and product design. His most recent position as a technical consultant/business analyst was with a private firm that supported government tax automation space, strategically assisting governments to improve workflow efficiency for clients through innovative technology. Justin has experience in contract development and fiscal support, having served as an auditor appraiser with Alameda County and Contra Costa County.

Renee Jones is a seasoned professional with 15 plus years' experience in healthcare administration, underwriting, sales and marketing, research, analysis and program development, promoting through several positions before becoming an associate account manager with Kaiser Permanente.

Welcome to four new and five returning AmeriCorps staff

AmeriCorps members Bricia Garcia, Ivon Ortego, Ashley Rodriguez, Kelsie Lewis, Jessica Pinto and Michelle Koperski will provide the School Readiness one on one help to children in preschool services to improve their literacy, math and social emotional development skills.

AmeriCorps members Crystal Valdez, Divina Perez, and Andrew Cervantes, will support the PATH Home visiting program model utilizing the Nurturing Parenting Curriculum.

See Page 2 of the ED report about the work of this year's AmeriCorps PATH staff.

Department Reorganization

Thank you, Commissioners, for your support and guidance as we moved through the department reorganization, an endeavor that took more than two years. It is completed for the most part, with three leadership positions that need to be re-evaluated and appropriate action taken in this year.

New staff titles and salaries and amended contracts are in effect which is represented with the request today for ratification of Consent Calendar Agenda Items 3 and 4. One additional contract amendment will go before the BOS on October 16th. This employee was out of the country when we completed the first round of employment contracts. This item will be presented for ratification at the October 31st meeting.

Strategic Investment Workgroup

The F5SB Executive Team, along with Dr. Margaret Hill, held a Strategic Investment Workgroup Meeting on August 27. This meeting was facilitated by Dr. Joelle Greene with Harder + Co.

Participants were chosen by their department heads for being innovative, familiar with existing systems of care that support young children and their families within our County, possessing a great level of knowledge about mandated services as well as current legislative matters, and who have authority to provide valuable input to this exploration of investment strategies process.

Over these 20 years, F5SB has worked across many sectors to support a system of care for young children and their families. Our funding up to now has been predominately through services – initiatives designed to a specific target.

F5SB's Strategic Planning Area (SPA) 2 guides us to provide leadership within San Bernardino County in the development of support systems serving children prenatal through age 5 and their families and communities that result in sustainable and collective impact. F5 Executive Staff shared with the group our current investments.

During our most recent budget workshops with Commissioners, it was noted that our investments were substantially less than the funding amount which was adopted in our budget. There are many reasons but the primary reason is our attempt to define what systems building is and how we will implement it.

In response to a recent survey, highlights of the Commissions accomplishments, goals and systems building strategies are highlighted on pages 1 and 4 of the ED report.

We shared with the group some lessons learned or “how not to propose to spend down the fund balance” and established some “guardrails” for discussion - not to limit thinking and proposing in any way, but to make sure we stayed on the road to explore where we could feasibly make rapid investments that aligned with our strategic plan and long range goals and yielded significant positive outcomes.

We suggested that our exploration should consider an approach that enhances an existing effort, for example, adding additional funds to QSSB to serve more home-based providers more quickly, or could be a new, one-time effort that would strengthen other efforts, for example, funding countywide training on trauma informed services across sectors. The recommended action could not obligate the Commission to sustain the effort beyond the initial identified amount and time frame.

Dr. Greene than led the group through an ideation exercise where they were able to create, suggest and report out in small groups on general recommendations for focus and funding. The groups came up with some outstanding ideas for consideration to start with, of which include:

- ✓ Expanding Public Policy and Advocacy
- ✓ Addressing the Needs of Homeless Families with Children 0 -5
- ✓ Family Engagement including reducing barriers so that young children can participate in recreational activities for healthy and appropriate development, activities such as t-ball, soccer, etc. and increasing in home learning opportunities
- ✓ Increased Mental Health support including increasing capacity of providers and more direct mental health supports for parents of children 0 -5
- ✓ Connecting Foster Bridge to Early Head Start including expansion of Trauma Informed Care and communicating broadly and uniformly to what does it mean to discuss and intervene in ACES and TIC?
- ✓ Investing in the workforce, for example nurses ; develop systems approach to fill gaps in collaboration with DPH and others strategically confront health disparities
- ✓ Allocating dollars to QSSB for Make a Difference projects

September 12, 2018

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- ✓ Evaluating the need for and allocating more \$s to HMG
- ✓ A greater partnership and alignment with Health Plans – to better utilize mandated services and provide support for areas of “gap”
- ✓ Reimbursement fees for Child Care/Gaps in Child Care preschool subsidies
- ✓ Tele-Med partnerships
- ✓ Nurse Family Partnership/Home Visitation – Community Health Workers Hybrid Model
- ✓ Mobile Fresh van serving the High Desert
- ✓ Gateway partnership with Parent Leads and Community Health Educator in partnership with SBUSD
- ✓ Asthma training/prevention to QSSB providers

Participants may have a small amount of prep work to do in advance of the next meeting to ensure we move through this effort in no more than 1 or 2 meetings.

Thanks to our partner participants and staff for stepping forward with a willingness to collaborate and help us arrive at some solutions that we can share with our Advisory Team before making formal recommendations to the Commission. Thank you F5SB Executive Staff and Harder+Co. for helping frame this strategy in uncharted territory.

Consent

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

Item No.	CONSENT
1	Approve Minutes of July 11, 2018 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant 252-4252)
2	Approve Amendment A7 of CFC SB Policy 04-02 Conflict of Interest Code Appendix B. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
3	<p>a. Ratify and approve employment contracts, effective July 21, 2018, between the County of San Bernardino and Children and Families Commission with the following individuals:</p> <ul style="list-style-type: none"> a. Cindy Faulkner as an Assistant Director, for the total annual cost of \$157,014 (\$110,573 Salary, \$46,441 Benefits). b. Debora Dickerson-Sims as Deputy Director Finance, for the total annual cost of \$138,090 (\$97,677 Salary, \$40,413 Benefits). c. Ronald S. McGrath as a Deputy Director of Systems and Impact, for the total annual cost of \$133,692 (\$84,344 Salary, \$49,348 Benefits). d. Ronnie Thomas as a Section Manager - Systems/Communications, for the total annual cost of \$115,815 (\$76,419 Salary, \$39,396 Benefits). e. William Kariuki as a Section Manager - Evaluation/Impact, for the total annual cost of \$102,120 (\$69,264 Salary, \$32,856 Benefits). f. Stacy Scranton as a Business Support Manager, for the total annual cost of \$72,776 (\$48,110 Salary, \$24,666 Benefits). g. Joong H. Kim as a Section Manager - Fiscal, for the total annual cost of \$92,295 (\$65,957 Salary, \$26,338 Benefits). <p>b. Ratify and approve Amendment No. 1 to five employment contracts, effective July 21, 2018, between the County of San Bernardino and Children and Families Commission for existing classifications, updating benefit language and hourly rates, with the following individuals:</p> <ul style="list-style-type: none"> a. Lucretia Dowdy as a Marketing Aide, Contract No. 17-404, for the total annual cost of \$64,759 (\$43,597 Salary, \$21,162 Benefits). b. Walid Wahba as a Staff Analyst II, Contract No. 16-869, for the total annual cost of \$92,379 (\$58,386 Salary, \$33,993 Benefits). c. Gilbert Cervantes as an Office Assistant II, Contract No. 17-821, for the total annual cost of \$46,070 (\$31,013 Salary, \$15,057 Benefits). d. Gregory Sellon as an Accountant III, Contract No. 17-473, for the total annual cost of \$94,351 (\$58,386 Salary, \$35,965 Benefits).

	<p>e. Tania Offerrall as a Staff Analyst II, Contract No. 18-171, for the total annual cost of \$89,825 (\$59,883 Salary, \$29,942 Benefits).</p> <p>c. Ratify and approve Amendment No. 1 to four employment contracts, effective July 21, 2018, between the County of San Bernardino and Children and Families Commission for existing classifications, extending the term through July 20, 2021, updating benefit language and hourly rate, with the following individuals:</p> <p>a. George G. Potts as a Fiscal Assistant, Contract No. 15-813, for the total annual cost of \$58,883 (\$39,541 Salary, \$19,342 Benefits).</p> <p>b. Leslie N. Fountain as a Media Specialist, Contract No. 15-818, for the total annual cost of \$92,224 (\$61,318 Salary, \$30,906 Benefits).</p> <p>c. Amanda N. Ferguson, as a Staff Analyst II, Contract No. 15-821, for the total annual cost of \$97,502 (\$62,878 Salary, Benefits \$34,624).</p> <p>d. Tammy Jacobe as an Office Assistant II, Contract No. 15-682, for the total annual cost of \$44,819 (\$29,515 Salary, \$15,304 Benefits).</p> <p>D. Authorize the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contracts for a maximum of three successive one-year periods on behalf of the County, subject to County Counsel review.</p> <p>E. Direct the Assistant Executive Officer of Human Services to transmit all documents in relation to contract amendments to the Clerk of the Board of Supervisors within 30 days of execution. (Presenter: Karen E. Scott, Executive Director, 252-4252)</p>
4	<p>A. Ratify and approve employment contracts between the County of San Bernardino and Children and Families Commission with the following individuals for the period of September 1, 2018 through August 31, 2021:</p> <p>1. Justin Dailey as a Staff Analyst II, for the total annual cost of \$88,354 (\$56,992 Salary, \$31,362 Benefits).</p> <p>2. Renee Jones as a Staff Analyst II, for the total annual cost of \$88,354 (\$56,992 Salary, \$31,362 Benefits).</p> <p>3. Wendy Lee as a Staff Analyst II, for the total annual cost of \$102,720 (\$67,579 Salary, \$35,141 Benefits).</p> <p>B. Authorize the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contracts for a maximum of three successive one-year periods on behalf of the County, subject to County Counsel review.</p> <p>C. Direct the Assistant Executive Officer of Human Services to transmit all documents in relation to contract amendments to the Clerk of the Board of Supervisors within 30 days of execution. (Presenter: Karen E. Scott, Executive Director, 252-4252)</p>
5	<p>Ratify the letter of intent to Prevent Child Abuse California (PCA CA) to continue the funding match for Fiscal Year 2018-2019 and the one (1) year contract, previously executed by the Executive Director, for the contract term of August 16, 2018 through August 15, 2019 with PCA CA in an amount not to exceed \$125,130 for six (6) AmeriCorps service member positions to provide school readiness services. (Presenter: Staci Scranton, Business Support Manager, 252-4282)</p>

Item No.	DISCUSSION
6	<p>Approve Amendment A1 to Contract FS076 with San Bernardino County Library in support of the Career Online High School Initiative for Fiscal Year 2016-2019. (Presenter: Scott McGrath, Deputy Director, Systems and Impact, 242-4259).</p> <p>Discussion</p> <p>Commissioner Hill asked if all efforts are being made to ensure parents know about this program and if assistance from AmeriCorps workers is required to help get the word out. Mr. McGrath stated the people who have enrolled are having a tough time getting through the 30-day pre-requisite (which is required prior to getting into the actual program) due to their own personal life circumstances.</p> <p>Library Director Michael Jimenez stated 400 people have participated, however, his department had not anticipated such a high drop-out rate. There are now 35 actively enrolled participants. In addition, 30 students are currently participating in the 30-day</p>

	<p>pre-requisite course. His staff is actively working with Preschool Services Department to get more parents enrolled. Mr. Jimenez stated staff are being identified to follow the students' progress. He and his staff have given presentations to PSD staff so they fully understand how the program works. Ms. Scott suggested that enrollees could be referred to home visitation with wraparound support.</p> <p><u>Public Comment</u> None</p> <p>Motion made by Commissioner Garrett and seconded by Commissioner Hill to approve Item 6. With Commissioner Ramos absent and without further comment or objection, motion carried by unanimous vote.</p>
7	<p>Approve and authorize the release of the proposed RFQ for Maternal Health Systems Strategic Plan consulting services to support the development and implementation of a Maternal Health Systems framework specific to San Bernardino County. (Presenter: Ronnie Thomas, Section Manager, Systems/Communication, 252-4255)</p> <p><u>Discussion</u> Chair Ohikhuare suggested defining the meaning of "systems" so the community understands what it means. Ms. Scott stated future workshops relating to defining systems will be planned for Commissioners and staff.</p> <p><u>Public Comment</u> None</p> <p>Motion made by Commissioner Weinstein and seconded by Commissioner Vargas to approve Item 7. With Commissioner Ramos absent and without further comment or objection, motion carried by unanimous vote.</p>
8	<p>Approve amended and restated non-financial Memorandum of Understanding (MOU) with the County of San Bernardino Preschool Services Department (PSD) to provide literacy, math skills, and social and emotional development skills for eligible PSD children through the use of AmeriCorps members for the period of July 25, 2018 through September 30, 2020. (Presenter: Staci Scranton, Business Support Manager, 252-4282)</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>Commissioner Thomas abstained due to her position as appointing authority over Preschool Services Department.</p> <p>Motion made by Commissioner Garrett and seconded by Commissioner Hill to approve Item 8. With an abstention by Commissioner Thomas, Commissioner Ramos absent and without further comment or objection, motion carried by unanimous vote.</p>
9	<p>Authorize Executive Director to execute Letter of Intent and negotiate a contract to participate in the First 5 Service Corps PATH program for Fiscal Year 2018-2019 for three (3) AmeriCorps service member positions to provide home visitation program services at a cost not to exceed \$53,340 in matching funds.</p> <p>B. Authorize Executive Director to enter into an agreement with PCA CA for Fiscal Year 2018-2019 for AmeriCorps service member mileage reimbursement. Mileage reimbursement not to exceed \$12,000.</p>

	<p>(Presenter: Staci Scranton, Business Support Manager, 252-4282)</p> <p><u>Discussion</u> Commissioner Garrett asked how many other commissions have signed on to this program. Ms. Scranton answered that in the first year there were two; F5SB and First 5 Tehama. Moving into the new fiscal year, six county commissions will now be participating. Commissioner Hill asked if the mileage reimbursement was sufficient for the members. Ms. Scranton answered it was due to the fact members live close to the school sites they serve.</p> <p><u>Public Comment</u> None</p> <p>Motion made by Commissioner Weinstein and seconded by Commissioner Vargas to approve Item 9. With Commissioner Ramos absent and without further comment or objection, motion carried by unanimous vote.</p>
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Public Comment None

Commissioner Roundtable None

Adjournment Motion to adjourn by Commissioner Vargas and seconded by Commissioner Weinstein. With Commissioner Ramos absent and without further comment or objection, motion carried by unanimous vote. Chair Ohikhuare adjourned the meeting at 5:03 p.m.

**Next meeting at
First 5 San
Bernardino** ***Wednesday, October 31, 2018
3:30 p.m. to 5:00 p.m.
NOTE: This meeting is the last Wednesday of the month***

Attest

Maxwell Ohikhuare, M.D., Chair

Ann M. Calkins, Executive Assistant



AGENDA ITEM 2
October 31, 2018

Subject	Ratify and approve employment contract with Willmar Gultom, Accountant II
Recommendations	<p>A. Ratify and approve Amendment No. 1, effective October 13, 2018, to employment Contract No. 15-816 between the County of San Bernardino, Children and Families Commission, and Willmar Gultom, Accountant II, extending the term through October 12, 2021, and updating benefit language and hourly rate for an annual cost of \$80,306 (\$56,992 Salary, \$23,314 Benefits).</p> <p>B. Authorize the Assistant Executive Officer of Human Services to execute amendments to extend the term of the contract for a maximum of three successive one-year periods on behalf of the County, subject to County Counsel review.</p> <p>C. Direct the Assistant Executive Officer of Human Services to transmit all documents in relation to contract amendments to the Clerk of the Board of Supervisors within 30 days of execution.</p> <p>(Presenter: Karen E. Scott, Executive Director, 252-4252).</p>
Financial Impact	<p>Approval of this item does not impact Discretionary General Funding (Net County Cost). The total estimated annual cost of \$80,306 is fully reimbursed by the Children and Families Commission's (Commission) Trust Fund. Adequate appropriation and revenue have been included in the Commission's 2018-19 budget and will be included in future recommended budgets.</p>
Background Information	<p>The recommended contract amendment for Willmar Gultom updates benefit language and hourly rates to align with the July 21, 2018 salary schedule and extends the term through October 12, 2021, subject to the termination provisions of the contract. The department is recommending the amendment to be effective the beginning of the pay period, October 13, 2018.</p> <p>The Commission uses California's tax on cigarettes and tobacco products to provide services for the State's youngest residents and their families. The Commission collaborates with the community and child-serving agencies to fulfill their mission of promoting, supporting, and enhancing the health and early development of children prenatal through age five and their families.</p> <p>On January 23, 2001 (Item No. 59), the Board of Supervisors (Board) approved Contract No. 01-50 with the Commission to maintain a cooperative working relationship to effectively and efficiently implement the Commission's mission. The terms and conditions of the contract require Human Services (HS) to provide the Commission with support for the administration of staff benefits, review and act on Board agenda items and personnel-related issues, and provide employment contract administration services. The contract has been amended several times to revise language regarding services or to add services provided by the County. The Commission fully reimburses the County for the cost of these services.</p>

On November 3, 2015 (Item No. 20), the Board approved Contract No. 15-816 between the Commission and Willmar Gultom, Accountant II, for a total annual cost of \$75,859, for the contract period of November 14, 2015 through November 13, 2018.

Amendment No. 1 to the employment contract is being presented to the Board at this time, as this is the first date available for presentation following the required operational, fiscal, and legal reviews. Approval by the Board on this date does not impact the Commission's activities or services.

PROCUREMENT

N/A

Review

Human Resources (Mark DeBoer, Human Resources Division Chief, 387-5564) on October 2, 2018; County Counsel (Cynthia O'Neill, Supervising Deputy County Counsel, 387-5571) on October 2, 2018; Human Services Contracts (Jennifer Mulhall-Daudel, Contracts Manager, 388-0241) on September 28, 2018; Finance (John Hallen, Administrative Analyst, 388-0208) on September 28, 2018; and County Finance and Administration (Tanya Bratton, Deputy Executive Officer, 388-0332) on September 28, 2018.

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



Contract Number
15-816 A-1

SAP Number

Human Services

Department Contract Representative	Karyn Baxter
Telephone Number	(909) 386-8369
Contractor	Willmar Gultom
Contractor Representative	
Telephone Number	
Contract Term	October 13, 2018 through October 12, 2021
Original Contract Amount	
Amendment Amount	Hourly Rate \$27.40
Total Contract Amount	
Cost Center	903100990

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO.1:

It is hereby agreed to amend Contract No. 15-816, effective October 13, 2018, as follows:

SECTION III. TERM is amended to read as follows:

This Contract shall be effective October 13, 2018, and shall remain in effect through October 12, 2021, subject to the termination provisions below. Either party may terminate this Contract at any time, without cause, with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. Contractor shall serve at the pleasure of the appointing authority, who shall have the full authority and discretion to exercise County rights under this paragraph.

SECTION IV. COMPENSATION OF CONTRACTOR is amended to read as follows:

Upon the effective date of this amendment, Contractor shall be considered a Contract employee in the County's Unclassified Service. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder. This Contract supersedes any prior employment contract of Contractor.

Paragraph A is amended to read as follows:

A. **SALARY RATE**

Contractor shall be compensated for services at a rate of \$27.40 per hour, which is equivalent to Step 7, Range 50, of the July 21, 2018 salary schedule for employees in the Administrative Services Unit. Contractor shall not exceed forty (40) hours per workweek unless expressly authorized, pursuant to the Overtime provision of this Contract. Contract shall be evaluated and will be eligible to receive step increases of approximately 2.5% at the beginning of the pay period following each completion of 2,080 service hours and upon approval of the appointing authority, up to the top step of the range, based on a meets standards work performance evaluation. Step advancements may be adjusted according to any future changes made to the MOU covering employees in the Administrative Services Unit if approved by the Executive Director and the Assistant Executive Officer of Human Services.

Contractor shall be eligible to receive salary adjustments, including across-the-board adjustments, in the same amount and at the same time as employees in the Administrative Services Unit if approved by the Executive Director and the Assistant Executive Officer of Human Services.

Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section III of this Contract.

Paragraph D is amended to read as follows:

D. MEDICAL AND DENTAL COVERAGE

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable employer sponsored coverage. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of medical plan premiums charged to Contractor pursuant to the terms and conditions for employees in the Administrative Services Unit.

Paragraph E is amended to read as follows:

E. VISION CARE INSURANCE

Contractor shall be eligible for Vision Care Insurance in the same manner and amounts for employees in the Administrative Services Unit.

All other terms and conditions of Contract No. 15-816 remain in full force and effect.

COUNTY OF SAN BERNARDINO

►
Robert A. Lovingood, Chairman, Board of Supervisors

Dated: _____

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

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

By _____
Deputy

By ►
(Authorized signature - sign in blue ink)

Name Willmar Gultom
(Print or type name of person signing contract)

Title Accountant II

Dated: _____

Address Address on file

Approved as to Legal Form

►
Cynthia O'Neill, Supervising Deputy County
Counsel

Date _____

Reviewed by Contract Compliance

►
Jennifer Mulhall-Daudel, Contracts Unit

Date _____

Presented to BOS for Signature

►
CaSonya Thomas, Assistant Executive Officer for
Human Services

Date _____



AGENDA ITEM 3

October 31, 2018

Subject	Commission Meeting Schedule for 2019
Recommendations	Approve Commission Meeting Schedule for Calendar Year 2019. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
Background Information	<p>Each year, the Commission reviews the meeting schedule for the next year. Commission Meetings occur on the first Wednesday of each month except for January, July and September (due to holidays) and October (to align with required submission of annual report and audit). In 2019, there will be no Commission meeting in November.</p> <p>January 9 February 6 March 6 April 3 May 1 June 5 July 10 August 7 September 11 October 30 December 4</p>
Financial Impact	None
Review	Sophie Akins, Commission Counsel

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



**AGENDA ITEM 4
OCTOBER 31, 2018**

Subject	Career Online High School in Partnership with San Bernardino County Library.
Recommendations	Approve Amendment A1 to Contract FS076 with San Bernardino County Library in support of the Career Online High School Initiative for Fiscal Year 2016-2020. (Presenter: Scott McGrath, Deputy Director, Systems and Impact, 242-4259.
Financial Impact	None
Background Information	<p>In November of 2016, the Commission approved a \$100,000 contract with the County of San Bernardino Library to provide 100 scholarships targeting the County of San Bernardino's Preschool Services Department's (PSD) parents with children under the age of 6 years old. The State library provided a \$100,000 match due to this investment by the Commission.</p> <p>This original contract term was December 7, 2016 through December 1, 2018. However, all 100 scholarships were purchased in Fiscal Year 2016-2017 with the intention of using them all by the end of the contract term. Due to the challenges in recruiting participants and assisting them to meet the prerequisite requirements for full enrollment, the point at which the funds are expended, there have only been 35 actively enrolled to date, including 4 graduates. At this time, this leaves the library with \$65,000 or 65 unused scholarships.</p> <p>On September 12, 2018, the Commission approved an amendment to Contract FS076 to extend the contract end date to June 2019. The actual intent was to extend the contract end date for one year after the original end date of December 7, 2018. The error was recognized after Commission approval. Pending Commission approval, Contract FS076 A1 will reflect the correct end date of December 31, 2019.</p> <p>Approval of this item supports the Commission's Strategic Plan:</p> <p>SPA 1: Children and Families Goal: 1.3: Family and Community Support and Partnerships Objective: 1.3a: Children are free from abuse and neglect Objective: 1.3b: Families are resilient</p> <p>SPA 2: Systems and Network Goal 2.1: Leadership as a Convener and Partner Objective 2.1b: Families, providers and stakeholders collaborate effectively to improve the well-being of the child.</p>
Review	Sophie Akins, Commission Counsel

AGENDA ITEM 4
OCTOBER 31, 2018
PAGE 2

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

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY

STANDARD CONTRACT**

FOR COMMISSION USE ONLY				
New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code 50000206	SC	Dept. 903	A
Contract Number FS076 A1				
Organization Children and Families Commission				Contractor's License No.
Commission Representative Cindy Faulkner, Assistant Director		Telephone 909-386-7706		Total Contract Amount \$100,000
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 December 7, 2016	Contract End Date December 31, 2019	Original Amount \$100,000	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No. 1000729	Amount
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use		Estimated Payment Total by Fiscal Year		
		FY	Amount	I/D
		_____	_____	_____
		_____	_____	_____
		_____	_____	_____

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

Legal Name (hereinafter called the Contractor)

County of San Bernardino

Department/Division

County Library System

Address

777 West Rialto Avenue

San Bernardino, CA 92415

Phone

909-387-2273

Federal ID No.

95-600-2748

Program Address (if different from legal address):

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

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

- A. This Contract is effective commencing December 7, 2016 and expires December 31, 2019, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

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

X. NONDISCRIMINATION

A. General

Initial Here

Auditor-Controller/Treasurer Tax Collector Use Only

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

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

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

2. Civil Rights Compliance

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

D. Sexual Harassment

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

continued on next page

ATTACHMENTS

Attachment A – Amended Work Plan for FY 2018-2020.

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

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

COUNTY OF SAN BERNARDINO

Legal Entity



Authorized Signature

Maxwell Ohikhuare, M.D.

Printed Name

Commission Chair

Title

Dated



Authorized Signature

Robert A. Lovingood

Printed Name

Chairman, Board of Supervisors

Title

Dated

Official Stamp

Reviewed for Processing



Cindy Faulkner

Assistant Director

Date

Approved as to Legal Form



Sophie Akins

Commission Counsel

Date

Presented to Commission for
Signature



Karen E. Scott

Executive Director

Date

SPA 1: Children and Families Goal 1.3: Family and Community Support and Partnerships ATTACHMENT A WORKPLAN
 Objective 1.3.a Children are free from abuse and neglect Objective 1.3.c Families are resilient
 SPA 2: Systems and Networks Goal 2.1: Leadership as a Convener and Partner Objective 2.1.a Systems and services effectively support and engage children, families and communities



Agency Name: San Bernardino County Public Libraries
 Program Name: Career Online High School Initiative
 Service Area: Countywide

Contract #: FS076 A1
 Fiscal Year: 2018-2020

Expectation(s):	Provide 100 caregivers with an opportunity to enroll in and graduate online curriculum to complete the requirements necessary to earn a high school diploma		
Outcome(s):	100 participants complete the program requirements and graduate with a high school diploma		
Objective	Activity	Dosage	Verification
Enroll in Career online high school program	Enrollment	One time	Record in Career Online High School database Family Demographic Assessment Persimmony service activity
Complete requirements to finish high school diploma and graduate	Graduation	One-time	Record of completion in Career Online High School database Persimmony Service Activity

Program Description:

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

Agency Rep Name: _____
 Agency Signature: _____
 Date Signed: _____

Data Type: Core & Narrative
 Reporting Period: Quarterly (Core & Narrative)
 Program Cycle: December 2016 – December 2019

Due: On the 15th



Program Outline Document 2018-2019

AGENCY INFORMATION

Contract #: **FS076 A1**

Legal Entity: County of San Bernardino

Dept./Division: County Library System

Project Name: Career Online High School

Address: 777 E. Rialto Ave
San Bernardino, CA 92415

Phone #: 909-387-2273

Website: www.sbclib.org

Fax #: 909-387-2288

Program Site
Address: No additional sites

Client Referral
Phone # 909-387-2222

CONTACT INFORMATION

SIGNING AUTHORITY

Name: Michael Jimenez

Title: County Librarian

Address: 777 E. Rialto Ave.
San Bernardino, CA 92415

Direct Phone #: 909-387-2258

Fax #: _____

E-Mail: mjimenez@lib.sbcounty.gov

CONTRACT REPRESENTATIVE

Name: Liz Smith

Title: Services and Programs Lead

Address: 777 E. Rialto Ave.
San Bernardino, CA 92415

Direct Phone #: 909-387-2273

Fax #: _____

E-Mail: Liz.smith@lib.sbcounty.gov

PROGRAM CONTACT

Name: Andrew Mills

Title: Collection Development Lead

Address: 777 E. Rialto Ave.
San Bernardino, CA 92415

Direct Phone #: 909-387-2225

Fax #: _____

E-Mail: Andrew.mills@lib.sbcounty.gov

FISCAL CONTACT

Name: Steven Roughley **Title:** Finance and Operations Chief

Address: 777 E. Rialto Ave. **Direct Phone #:** 909-387-2257
San Bernardino, CA 92415

Fax #: _____

E-Mail: Steven.Roughley@lib.sbcounty.gov

ADDITIONAL CONTACT (Describe): Program

Name: Jena Jacobsmeyer **Title:** Librarian I

Address: 777 E. Rialto Ave. **Direct Phone #:** 909-387-2222
San Bernardino, CA 92415

Fax #: _____

E-Mail: Jennifer.Jacobsmeyer@lib.sbcounty.gov

PROGRAM INFORMATION**TYPE OF AGENCY**

☐ **Educational Institution** **Describe:** Choose an item.

☒ **Government Agency** **Describe:** County

☐ **Private Entity/Institution** **Describe:** Choose an item.

☐ **Community-Based** **Describe:** Choose an item.

FIRST 5 FOCUS AREA**STRATEGY**

☐ **Health** ☐ **Early Screening and Intervention** ☐ **Health & Safety Education**

☐ **Health Care Access** ☐ **Other:** _____

☐ **Oral Health**

☐ **Education** ☐ **Early Education Programs** ☐ **Quality Provider Programs**

☐ **Access to Quality Child Care** ☐ **Other:** _____

☒ **Family** ☒ **Parent Education** ☐ **Other:** _____

☐ **Resource Center & Case Management**

☐ **Systems** ☐ **Integrated Systems Planning & Implementation** ☐ **Community Outreach**

☐ **Countywide Information Referral Systems** ☐ **Other:** _____

☐ **Organizational Capacity Building**

PROGRAM DESCRIPTION

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

SERVICE AREA (LOCATIONS)

Program is Online

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

COMMISSION LEVEL OUTCOMES

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

ASSIGNED ANALYST: _____

CONTRACT AMOUNT

Fiscal Year	Amount
2016-2019	\$ <u>100,000</u>
Total	\$ <u>100,000</u>



AGENDA ITEM 5
October 31, 2018

Subject	Amendment No. 1 to Non-Financial Memorandum of Understanding 18-558 A1 with County of San Bernardino Preschool Services Department.
Recommendations	Approve Amendment No. 1 to the non-financial Memorandum of Understanding (MOU) with the County of San Bernardino Preschool Services Department (PSD) to provide literacy, math skills, and social and emotional development skills for eligible PSD children through the use of AmeriCorps members for the period of July 25, 2018 through September 30, 2020. (Presenter: Staci Scranton, Business Support Manager, 252-4282)
Financial Impact	None.
Background Information	<p>On July 11, 2018, the Commission approved a non-financial MOU with PSD that would allow AmeriCorps members to provide literacy, numeracy, and social-emotional development skills to eligible PSD children at four (4) PSD sites. On September 12, 2018, the Commission approved an amended and restated MOU that would allow AmeriCorps members to serve at <u>any</u> PSD site, thereby allowing for expansion of the First 5 AmeriCorps School Readiness program. Per PSD requirements, the MOU amendment has been revised to align with the County's template and include an effective date.</p> <p>Pending Commission approval, this Amendment No. 1 shall be effective November 7, 2018 through September 30, 2020</p> <p>This MOU aligns with the Strategic Priority Area (SPA) 1 of First 5 San Bernardino's Strategic Plan and Goal 1.2 Early Learning.</p> <p>SPA 1: Goal 1.2 Early Learning: Children birth through age 5 benefit from high quality early childhood care and education, family engagement, and support that prepares all children to reach their optimal potential in school and life.</p>
Review	Sophie Akins, Commission Counsel

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



Contract Number
18-558 A-1

SAP Number
N/A

Preschool Services Department

Department Contract Representative	Jeff D'Avanzo
Telephone Number	(909) 386-8314
Contractor	Children and Families Commission for San Bernardino County
Contractor Representative	Cindy Faulkner
Telephone Number	(909) 252-4253
Contract Term	July 25, 2018 through September 30, 2020
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 18-558, effective November 7, 2018, as follows:

III. COMMISSION RESPONSIBILITIES

Paragraph A is amended to read as follows:

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

ATTACHMENT A

2018-2020 PERFORMANCE MEASURES dated July 24, 2018 is replaced by 2018-2020 PERFORMANCE MEASURES dated October 2, 2018

ATTACHMENT B

FIRST 5 SERVICE CORPS AMERICORPS CONTRACT, DATED AUGUST 16, 2017 is replaced by FIRST 5 SERVICE CORPS AMERICORPS CONTRACT, DATED AUGUST 16, 2018

All other terms and conditions of Contract No. 18-558 remain in full force and effect.

BOARD OF SUPERVISORS

►
Robert A. Lovingood, Chairman, Board of Supervisors

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

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

By _____
Deputy

CHILDREN AND FAMILIES COMMISSION
FOR SAN BERNARDINO COUNTY

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

By ►
(Authorized signature – sign in blue ink)

Name Maxwell Ohikhuare, M.D.
(Print or type name of person signing contract)

Title Commission Chair
(Print or Type)

Dated: _____

Address 735 East Carnegie Drive

San Bernardino, CA 92408

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Adam Ebright, County Counsel

Date _____

Reviewed for Contract Compliance

►
Jennifer Mulhall-Daudel, Contracts Manager

Date _____

Reviewed/Approved by Department

►
Phalos Haire, Interim Director,
Preschool Services Department

Date _____

ATTACHMENT A
2018/2020 PERFORMANCE MEASURES

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

PRIMARY PERFORMANCE MEASURE TITLE: SCHOOL READINESS
NEED
Research indicates a child's early development of social emotional, literacy, and numeracy skills are critical for school success. Economically disadvantaged children and/or children with exceptional needs, such as English language learners are most at-risk for academic failure as they lack access to quality early childhood education programs with linguistically appropriate instruction. Many low-income or non-English speaking parents lack the knowledge/resources needed to play a critical role in their child's school success.
EXPECTED RESULTS
Output (the amount of service provided, people served, products created, or programs developed through planned intervention): Children and parents receive school readiness activities and services.
Outcome (the changes or benefits that occur as a result of the intervention): Children meet age-appropriate developmental school readiness milestones.
AMERICORPS MEMBER ACTIVITIES DESIGNED TO ACHIEVE EXPECTED RESULTS
AmeriCorps members provide 25 economically disadvantaged children 35 hours of one-on-one GOLD Assessment school activities in social emotional, literacy, and numeracy. Members administer GOLD Assessment and develop an individualized Early Education Plan and deliver social emotional, literacy, and numeracy skills activities in classroom, small group, and one-on-one settings. Members provide parents of economically disadvantaged children 5 hours of workshops teaching the importance of and techniques for book sharing with children at home to develop family literacy routines. Members provide culturally and linguistically appropriate books and a DVD so parents read to their child for 20 minutes 3 times per week for 8 weeks, applying what they have learned.
MEASUREMENT TOOLS
OUTPUT - Student Daily Contact Log to collect data on number of children who start and complete participation in an AmeriCorps Early Childhood Education Program, the number of hours that children receive skill-building services in social emotional, literacy, and/or numeracy. Members submit data in the online database monthly, Project Manager monitors quarterly. Completed by AmeriCorps members daily.
OUTCOME - Teaching Strategies GOLD Assessment to collect data on the number of children that demonstrate social emotional, literacy, and/or numeracy skills. Members submit data in the online database monthly, Project manager monitors quarterly. Completed by AmeriCorps members within the first 5 hours of service delivery, at 35 hours of service delivery, and at the end of the program year (year-long programs).

OUTCOME - Raising a Reader Parent Survey to collect data on the number of parents that demonstrate improvement in family literacy behaviors including sharing books with their children more frequently, visiting the library, establishing a family routine for reading books to their child 60 minutes/per week for 8 weeks. Members submit data in the online database monthly, Project manager monitors quarterly. Completed by AmeriCorps members at the onset of service delivery, and at the end of the service delivery.

PRIMARY PERFORMANCE MEASURE TARGETS

OUTPUT TARGETS	PROGRAM OUTPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Economically disadvantaged children or children with exceptional needs that will start in a CNCS-supported early childhood education program.	2,250	141
# Economically disadvantaged children or children with exceptional needs that will complete participation in a CNCS-supported early childhood education program.	1,920	120
# Parents of economically disadvantaged children that will begin 5 hours of family literacy training on book sharing with their child.	1,320	0
# Parents of economically disadvantaged children that will complete 5 hours of family literacy training on book sharing with their child.	660	0
OUTCOME TARGETS	PROGRAM OUTCOME TARGETS	SUBCONTRACTOR-SPECIFIC OUTCOME TARGETS
Of 141 high need children receiving at least 35 hours of social emotional, literacy, and numeracy skills, 116 will meet age appropriate school readiness milestones in one or more areas they had not initially met.	1,855	116
# Children will demonstrate gains in school readiness in terms of social and/or emotional development .	1,145	72
# Children will demonstrate gains in school readiness in terms of literacy skills .	1,245	78
# Children will demonstrate gains in school readiness in terms of numeracy (math) skills .	1,000	63
Of 480 parents of economically disadvantaged children who complete 5 hours of family literacy training on book sharing with their child, 0 will demonstrate improved family literacy behaviors.	440	0

PERFORMANCE MEASURE TITLE: VOLUNTEER RECRUITMENT		
NEED		
Required		
EXPECTED RESULTS		
Engage Community Volunteers in Service		
MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS		
Target population is all community members with a particular focus on Parents of the beneficiary children.		
Members will recruit volunteers to serve in both ongoing and one-time community project opportunities. Parents of the program beneficiaries make up a significant part of the volunteer pool that members engage. Parents are encouraged by the member during instructional sessions to contribute to School Readiness activities, including education-focused fairs, family game/movie nights, providing classroom support, and helping increase Service Site capacity. Additionally, members conduct community outreach in order to identify and recruit volunteers from outside of the program. Outreach includes dissemination of recruitment materials (i.e. flyers or electronic postings) to community organizations, delivering presentations to local high school and college classrooms, and working with established volunteer centers to recruit volunteers. Volunteer activities will include: community, cultural, health, and education-focused events and fairs; family bonding nights (such as games or movies); Community Service Projects/National Service Days, and support with school readiness activities.		
MEASUREMENT TOOLS		
Volunteer Log to collect data on # of volunteers recruited for <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		
OUTPUT TARGETS	PROGRAM OUTPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Volunteers recruited for ongoing activities.	108	7
# Volunteers recruited for one-time activities.	427	27
# Volunteer hours for ongoing activities.	432	27
# Volunteer hours for one-time activities.	855	53

PERFORMANCE MEASURE TITLE: MEMBER DEVELOPMENT		
NEED		
Members deserve to be appropriately trained to perform the services assigned, to increase both professional skills and community development skills, and to enhance their esprit de corps experience.		
EXPECTED RESULT		
Output (the amount of service provided, people served, products created, or programs developed through planned intervention): Members receive the training to provide quality service to the community and to the children that they serve.		
Outcome (the changes or benefits that occur as a result of the intervention): Members increase knowledge & skills, gain insight into the community, and experience the power of national service.		
MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS		
PCA CA and Service Site Orientation 80 or more hours; Connection to National Service, Member Contract review and Prohibited Activities Training; Community Engagement; Child Development; Assessment Training; Mandated Child Abuse Reporting; Site-specific Technical Training.		
Ongoing Hours, including site specific (related to member position) trainings: supervision/coaching; & PCA CA webinars.		
National Service Days: Make a Difference Day, Martin Luther King, Jr. Day, Cesar Chavez Day, and AmeriCorps Week.		
Other trainings delivered throughout the year include: Social-Emotional and Cognitive Development; Family Literacy Fundamentals; GOLD Curriculum & Activity Development Training; Leadership; Active Citizens; Life after AmeriCorps; Cultural Awareness; Conflict Resolution.		
MEASUREMENT TOOLS		
Training Log and electronic timesheets to collect data on # of members and # of training hours.		
Member Performance Evaluation to collect data on member skill increases. Administered by Member Supervisor 3x per year		
PERFORMANCE MEASURE TARGETS		
OUTPUT TARGETS	PROGRAM OUTPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Members that will complete Core Training.	265	6
OUTCOME TARGETS	PROGRAM OUTCOME TARGETS	SUBCONTRACTOR-SPECIFIC OUTCOME TARGETS
# Members that will increase knowledge and skills by 10%.	76%	5 members

First 5 Service Corps AmeriCorps Contract



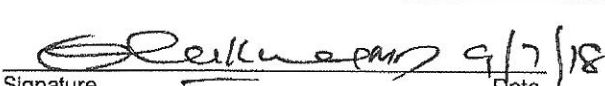
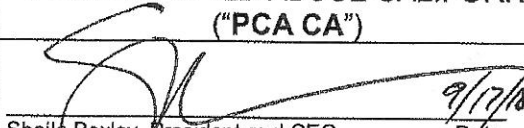
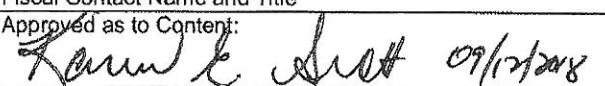
1. This Contract is entered into between Prevent Child Abuse California and the Subcontractor named below: First 5 San Bernardino	
2. Subcontractor's D-U-N-S Number: 841114882	
3. CFDA Name: AmeriCorps	
4. CFDA Number: 94.006	
5. The Term of this Contract is: August 16, 2018 through August 15, 2019	
6. The maximum amount of this Contract shall not exceed: \$125,130.00	
7. Number of 1,700-hour AmeriCorps members to be enrolled and retained: 6	
8. Number of 900-hour AmeriCorps members to be enrolled and retained: 0	
9. Last date to enroll 1,700-hour AmeriCorps members: 10/16/2018	
10. Last date to enroll 900-hour AmeriCorps members: 2/15/2019	
11. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:	
Exhibit A:	2018 Terms and Conditions for AmeriCorps State and National Grants ("CNCS Terms & Conditions"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.nationalservice.gov/resources/terms-and-conditions-cnccs-grants
Exhibit B:	45 CFR Chapter XXV, Sections 2520 – 2550 ("45 CFR XXV"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.ecfr.gov/cgi-bin/text-idx?ID=9e5466ae66b0b60241f448502b41433b&mc=true&tpl=/ecfrbrowse/Title45/45chapterXXV.tpl
Exhibit C:	Terms and Conditions
Exhibit D:	Match Contribution
Exhibit E:	Program Scope of Services
Attachment E-1:	2018/2019 Performance Measures ("Performance Measures")
Attachment E-2:	2018/2019 AmeriCorps Member Living Allowance Schedule ("Living Allowance Schedule")
Exhibit F:	California Volunteers Assurances and Certifications
Exhibit G:	CAP Center AmeriCorps Supervisor Program Manual 2018-2019 ("Supervisor Program Manual"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.capamericorps.weebly.com
12. Contract Number: 3-CM-5SB-FSB-18-19	
13. Program Year: 2018-2019	
SUBCONTRACTOR:	
First 5 San Bernardino	
 Signature _____ Date 9/17/18	 Signature _____ Date 9/17/18
Maxwell Ohikhuare, M.D., Commission Chair Print Name and Title	Sheila Boxley, President and CEO Date
Debora Dickerson-Sims, Deputy Director of Finance Fiscal Contact Name and Title	Stephanie Biegler, Chief Program Officer Date
Approved as to Content:  Department Head Signature (If Applicable)	
Approved as to Form: Karen E. Scott, Executive Director Print Name and Title	
735 E. Carnegie Suite 150 San Bernardino, CA 92408	4700 Roseville Road, Suite 102 North Highlands, CA 95660

EXHIBIT C
TERMS AND CONDITIONS

I. Time

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

II. AmeriCorps

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

III. Compliance with Federal Requirements

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

- A. CNCS Terms & Conditions, incorporated into this Contract by reference as Exhibit A;
- B. 45 CFR XXV, incorporated into this Contract by reference as Exhibit B;
- C. All Assurances and Certifications contained in Exhibit F, CV Assurances and Certifications;
- D. All applicable federal statutes, regulations, and guidelines; and
- E. Subpart E, 2 C.F.R. Part 200.400.

IV. Scope of Services

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

V. PCA CA'S Obligation Subject to Availability of Funds

PCA CA's obligation under this Contract is subject to the availability of authorized funds. **PCA CA** may terminate this Contract, or any part of the Contract work, without prejudice to any right or remedy of **PCA CA**, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, **PCA CA** may, upon written notice to **SUBCONTRACTOR**:

- A. Terminate this Contract in whole or in part; or,
- B. Offer a contract amendment reflecting the reduced funding.

VI. Termination without Cause

- A. This Contract may be terminated by either party without cause upon thirty (30) calendar days written notice to the other party.
- B. If the Contract is terminated for non-appropriation:
 - 1. **SUBCONTRACTOR** shall be released from any obligation to provide further services pursuant to this Contract after the effective date of termination.
 - 2. Prior to termination of this Contract, **SUBCONTRACTOR** will make reasonable efforts to identify a new or existing contractor to host all of

SUBCONTRACTOR's active AmeriCorps members and to assume the remaining cash match contribution for said AmeriCorps members amongst those county Children and Families Commissions or community based organizations then participating in the First 5 Association of California. Furthermore, **SUBCONTRACTOR** agrees to assist with the transition of any active AmeriCorps members to First 5 Commission service sites or programs.

VII. Termination for Cause

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

VIII. Signature Authority

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

IX. Mutual Indemnification

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

X. Independent Contractor

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

XI. Conflict of Interest

- A. The parties warrant that their employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. The parties shall employ or retain no such person while rendering services under this Contract. Services rendered by either party's associates or employees shall not relieve the party from professional responsibility under this clause.
- B. The parties have an affirmative duty to disclose to each other in writing the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

XII. Subcontracting

If **SUBCONTRACTOR** contracts with another organization to either administer or host AmeriCorps members, the contract must incorporate 45 CFR XXV, and the CNCS Terms & Conditions, and require that such provisions are binding upon the contractor. **SUBCONTRACTOR** shall be responsible for contractor's compliance with these regulations. **SUBCONTRACTOR** must provide a copy of the contract to **PCA CA** within fifteen (15) business days of execution, and must be approved by **PCA CA** no less than forty-five (45) calendar days prior to the start of this Contract. Any such contract shall not serve to release **SUBCONTRACTOR** from any obligation under this Contract.

XIII. Drug Free Workplace

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

XIV. Safety Standards

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

XV. Nondiscrimination

- A. It is the policy of **PCA CA** to assure all persons of equal rights and opportunities with respect to serving in this program. A person, including an AmeriCorps member, a community beneficiary, or program staff, may not, on the grounds of race, color, national origin, sex, age, political affiliation, sexual orientation, disability, in most cases religion, or any other bases protected by federal, state, or local law, or ordinance or regulation, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, directly or through contractual or other arrangements, under any program or activity receiving federal financial assistance. **PCA CA** will not retaliate against any person who, or organization that, files a complaint about such discrimination.
- B. Further, in fulfilling their duties and responsibilities under this Contract, the parties shall not discriminate against their employees, AmeriCorps members, or AmeriCorps applicants, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

XVI. Insurance

- A. Under California Labor Code Sections 3351 to 3352(j) inclusive, **PCA CA** shall obtain Workers' Compensation insurance for **SUBCONTRACTOR**'s AmeriCorps members.
- B. **SUBCONTRACTOR** shall obtain and maintain in full force and effect during the performance of the work the types of insurance listed in Section XVI.C below.
 - 1. All insurance shall be provided by insurance companies acceptable to **PCA CA**.
 - 2. Insurance companies shall be rated no lower than A:VIII as published in the most current edition of "Best's Key Rating Guide".

3. **SUBCONTRACTOR's** Insurance shall be primary and non-contributory with **PCA CA's** insurance.
 4. Policies shall provide that they may not be canceled, changed, or not renewed without at least thirty (30) days written notice to **PCA CA**.
- C. Types of insurance:
1. Comprehensive General Liability Insurance which includes products/completed operations, independent contractors, contractual liability, and broad form property damage coverages with a combined single limit of not less than \$1,000,000 per occurrence, and not less than \$2,000,000 aggregate.
 - a. **SUBCONTRACTOR** shall furnish to **PCA CA** a separate endorsement evidencing **PCA CA's** additional insured status on the policy.
 - b. **SUBCONTRACTOR's** Comprehensive General Liability Insurance shall specifically state "Prevent Child Abuse California is named as additional insured under the above policy."
 2. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 per occurrence.
 3. Professional Liability Insurance or Errors and Omissions Insurance with a limit of not less than \$1,000,000, if **SUBCONTRACTOR** employs licensed clinicians or therapists, or provides counseling services in relation to this Contract.
 - a. If **SUBCONTRACTOR** (or its Contractor) does not employ licensed clinicians or therapists, and does not provide counseling services in relation to this Contract, **SUBCONTRACTOR** may submit a statement to **PCA CA** in writing, and will be relieved of this requirement.
 - b. Directors and Officers Insurance will not be accepted in lieu of Professional Liability Insurance or Errors and Omissions Insurance.
 4. **PCA CA**, reserves the right, in its sole discretion, to require higher limits of liability coverage, if, in **PCA CA's** opinion **SUBCONTRACTOR's** past experience or performance indicates a higher than normal level of risk.
- D. The following Additional Insured Endorsements are acceptable:
1. Insurance Services Office ("ISO"), or same wording on insurance company forms:
 - a. Commercial General (CG) 2010
 - b. Commercial General (CG) 2037
 - c. Commercial General (CG) 2011
 - d. Commercial General (CG) 2026
 2. NIAC-E32 05 11, If **SUBCONTRACTOR** is insured by the Nonprofit Insurance Alliance of California ("NIAC").
 3. PI-GLD-HS (04/07), if **SUBCONTRACTOR** is insured by Philadelphia Insurance Companies.
- E. Submission of Documentation:
1. **SUBCONTRACTOR** shall furnish any and all required Certificates of Insurance and separate Additional Insured Endorsements to **PCA CA** no less than ten (10) business days prior to the commencement of work hereunder.

2. **SUBCONTRACTOR** shall continue to provide **PCA CA** with subsequent Certificates of Insurance and separate Additional Insured Endorsements evidencing uninterrupted compliance with these insurance requirements throughout the term of this Contract.

XVII. Ownership of AmeriCorps Training Curricula and Materials

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

XVIII. Audit/Review Requirements

- A. **SUBCONTRACTOR** shall submit to **PCA CA** on an annual basis either;
 1. A financial and compliance audit ("Audit"), or
 2. A limited scope audit ("Review") as determined by Sections XVIII.B and XVIII.C of this provision.
- B. An independent auditor must perform the Audit or Review. Audits shall be conducted in accordance with the provisions of Subpart E, 2 C.F.R. Section 200.400 for agencies, standards promulgated by the American Institute of Certified Public Accountants ("AICPA"), and those standards included in *Government Auditing Standards, 2007 Revision*.
- C. The Audit/Review shall be performed on the basis of **SUBCONTRACTOR**'s fiscal year. The reconciliation of cost report data shall also be based on **SUBCONTRACTOR**'s fiscal year. If this Contract is terminated for any reason during the contract period, the independent Audit/Review shall cover the entire period of the Contract for which services were provided.
- D. **SUBCONTRACTOR** must submit to **PCA CA** one (1) copy of the Audit/Review, as described in Subpart E, 2 C.F.R. Section 200.400, within:
 1. Thirty (30) days after receipt of the auditor's report(s), or
 2. Six (6) months following expiration or termination of this Contract, whichever is earlier.
- E. Should there be any delay anticipated, **SUBCONTRACTOR** shall immediately notify **PCA CA** in writing of the delay, and the anticipated submission date.
- F. **SUBCONTRACTOR** shall send, or cause to be sent, the Audit/Review to **PCA CA**'s mailing address as listed on the AmeriCorps Contract.
- G. **PCA CA** shall examine the Audit/Review submitted by **SUBCONTRACTOR**. Should **PCA CA** note any deficiencies in the Audit/Review, **PCA CA** shall notify **SUBCONTRACTOR**. In this case, **SUBCONTRACTOR** will be required to submit an action plan detailing how **SUBCONTRACTOR** will address the deficiencies. **SUBCONTRACTOR** shall correct all deficiencies within six (6) months of the date that the Audit/Review was received by **SUBCONTRACTOR** from its independent auditor, as required by Federal regulations. **SUBCONTRACTOR** shall provide evidence of the corrected deficiencies to **PCA CA**.

XIX. Unforeseen Circumstances

The parties are not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute, or other cause beyond the parties reasonable control,

provided each party gives written notice to the other party of the cause of the delay within ten (10) calendar days of the start of the delay.

XX. Notice

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

XXI. Nonrenewal

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

XXII. Changes and Amendments

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

XXIII. Choice of Law

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

XXIV. Health Insurance Portability and Accountability Act

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

XXV. Prohibited Activities

- A. Corporation for National and Community Service ("CNCS") Prohibited Activities
 - 1. Supplantation. CNCS assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive CNCS support.

2. Religious use. CNCS assistance may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization.
3. Political activity. CNCS assistance may not be used by program participants or staff to assist, promote, or deter union organizing; or finance, directly or indirectly, any activity designed to influence the outcome of a Federal, State, or local election to public office.
4. Contracts or collective bargaining agreements. CNCS assistance may not be used to impair existing contracts for services or collective bargaining agreements.
5. Nonduplication. CNCS assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (6) of this section are met, CNCS assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.
6. Nondisplacement.
 - a. **SUBCONTRACTOR** (or its Contractor) may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving CNCS assistance (AmeriCorps Member).
 - b. **SUBCONTRACTOR** (or its Contractor) may not displace a volunteer by using a participant in a program receiving CNCS assistance (AmeriCorps Member).
 - c. A service opportunity will not be created under this section that will infringe in any manner on the promotional opportunity of an employed individual.
 - d. An AmeriCorps member in a program receiving CNCS assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
 - e. An AmeriCorps member in any program receiving assistance under 45 CFR Chapter XXV §2540.100 may not perform any services or duties, or engage in activities, that—
 - (1). Will supplant the hiring of employed workers; or
 - (2). Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
 - f. An AmeriCorps member in any program receiving assistance under 45 CFR Chapter XXV §2540.100 may not perform services or duties that have been performed by or were assigned to any—
 - (1). Presently employed worker;
 - (2). Employee who recently resigned or was discharged;
 - (3). Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;

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

- (3). Obtaining or providing medications to induce a medical abortion. *
 - k. Providing abortion services or referrals for receipt of such services; and
 - l. Such other activities as CNCS may prohibit.
 8. AmeriCorps members may not raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment.
 9. AmeriCorps members may not write a grant application to CNCS or to any other Federal agency.
 10. Individuals may exercise their rights as private citizens and may participate in the activities listed in Section XXV.A.7.a.-k. on their own initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.
 11. Additionally, **PCA CA** requests that members do not otherwise identify themselves as AmeriCorps members if engaging in any of the activities listed in Section XXV.A.7.a.-k. on their own time.
- B. **PCA CA Prohibited Activities.**
1. AmeriCorps members may not engage in, and therefore, not record hours in fundraising activities while serving in the AmeriCorps program.
 2. **SUBCONTRACTOR** must not employ **SUBCONTRACTOR**'s AmeriCorps members in any capacity while **SUBCONTRACTOR**'s AmeriCorps members are providing service under a **PCA CA** Member Contract.
 3. **SUBCONTRACTOR**'s AmeriCorps members must not transport clients, children, and/or families in their personal automobile during service hours unless authorized by **PCA CA**, **SUBCONTRACTOR**, **SUBCONTRACTOR**'s contractor (if applicable), and the Service Site in writing.
 4. **SUBCONTRACTOR**'s AmeriCorps members must not have contact with clients during non-service hours. Exceptions will only be made with the prior written approval of **SUBCONTRACTOR**, **PCA CA**, and the Service Site.
 5. **SUBCONTRACTOR**'s AmeriCorps members must not participate in gambling during service hours.
 6. **SUBCONTRACTOR**'s AmeriCorps members must not steal/take AmeriCorps or Service Site property, or the property of another.
 7. During service hours or while in uniform, **SUBCONTRACTOR**'s AmeriCorps members must not purchase, consume, or serve alcohol or drugs at any time.
 8. AmeriCorps members may not participate in un-awarded activities, those activities that are not reflected in a position description or the program's performance measures.
 9. AmeriCorps members may not primarily perform administrative tasks at the service site. AmeriCorps members primarily perform those activities reflected in their position description or the program's performance measures.
 10. AmeriCorps members may not earn service hours from home.

XXVI. Waiver

Any failure of a party to assert any right under this Contract shall not constitute a waiver

or a termination of that right, under any provision of this Contract.

XXVII. Inspection and Examination

- A. Authorized representatives of **PCA CA** may inspect and/or examine **SUBCONTRACTOR**'s performance, place of business, and/or records pertaining to this Contract. **SUBCONTRACTOR** agrees to maintain such records for possible inspection/examination for a period of not less than seven (7) years following termination or expiration of this Contract. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or volunteers who might reasonably have information related to such records.
- B. Authorized representatives of **SUBCONTRACTOR** may inspect and/or examine **PCA CA**'s performance, place of business, and/or records pertaining to this Contract. **PCA CA** agrees to maintain such records for possible inspection/examination for a period of not less than seven (7) years following termination or expiration of this Contract, unless a longer period of records retention is stipulated. **PCA CA** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or volunteers who might reasonably have information related to such records.
- C. The parties shall be subject to the inspection and examination of the following entities or their designees:
 - 1. CNCS;
 - 2. CNCS Office of Inspector General;
 - 3. California Volunteers;
 - 4. California State Auditor; and/or
 - 5. Any entity with a legal right to inspect or examine.

XXVIII. Grievance Procedure

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

- A. Alternative Dispute Resolution
 - 1. The aggrieved party may seek resolution through alternative means of dispute resolution such as mediation or facilitation. Dispute resolution proceedings must be initiated within forty-five (45) calendar days from the date of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of his or her right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.
 - 2. If mediation, facilitation, or other dispute resolution processes are selected, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed upon dispute resolution agreement, the proceeding must be confidential.
- B. Grievance Procedure for Unresolved Complaints

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

C. Time Limitations

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

D. Arbitration

1. Arbitrator

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

2. Time Limits

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

3. The Cost.

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

E. Suspension of Placement

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

F. Remedies

Remedies for a grievance filed under a procedure established by a recipient of CNCS assistance may include:

1. Prohibition of a placement of a participant; and

2. In grievance cases where there is a violation of nonduplication or nondisplacement requirements and the employer of the displaced employee is the recipient of CNCS assistance:
 - a. Reinstatement of the employee to the position he or she held prior to the displacement;
 - b. Payment of lost wages and benefits;
 - c. Re-establishment of other relevant terms, conditions and privileges of employment; and
 - d. Any other equitable relief that is necessary to correct any violation of the nonduplication or nondisplacement requirements or to make the displaced employee whole.
- G. Suspension or Termination of Assistance
CNCS may suspend or terminate payments for assistance under this chapter.
- H. Effect of Noncompliance with Arbitration
A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.

XXIX. Compliance with Laws

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

XXX. Disallowed Costs

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

XXXI. Enforcement

If **SUBCONTRACTOR** (or its Contractor) materially fails to comply with the terms and conditions of this Contract and its exhibits, including failure to recruit the contracted number of AmeriCorps members for enrollment in the program, or retain them, **PCA CA** may take one or more of the following actions, as appropriate in the circumstances:

- A. Wholly or partly suspend or terminate the current Contract;
- B. Reduce the number of contracted member positions in future enrollment periods;
or

- C. Impose other remedies that may be legally available.

XXXII. Whistleblower Rights and Remedies

- A. **SUBCONTRACTOR** is required to notify all of its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described at: <http://www.cncsoig.gov/contractor-whistleblower-protection-0#node-1001>. As such, **SUBCONTRACTOR** is required to notify all of its employees that they may not be discharged, demoted, or otherwise discriminated against for disclosing information that an employee reasonably believes is evidence of:
1. Gross mismanagement or waste of a Federal contract or grant;
 2. An abuse of authority relating to a Federal contract or grant (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS);
 3. A substantial and specific danger to public health or safety; or
 4. A violation of law, rule, or regulation related to a Federal contract or grant.
- B. **SUBCONTRACTOR** is required to notify all of its employees that an employee may disclose suspected wrongdoing described above to any of the following:
1. The CNCS Office of Inspector General;
 2. A CNCS employee responsible for contract or grant oversight or management;
 3. A management official or other employee of **SUBCONTRACTOR** who has the responsibility to investigate, discover, or address misconduct; or
 4. An authorized official of the U.S. Department of Justice or other law enforcement agency, a Member of Congress, or a representative of a committee of Congress, or the Government Accountability Office ("GAO").
- C. **SUBCONTRACTOR** is required to notify all of its employees in writing that if an employee believes that he or she has been subjected to reprisal for disclosed wrongdoing described in XXXII.A above, the employee may submit a complaint to the CNCS OIG within three (3) years of the date on which the alleged reprisal took place.
- D. If **SUBCONTRACTOR** contracts with another organization to either administer or host AmeriCorps members, the contract must incorporate the requirement of this section, and require that such provisions are binding upon the contractor. **SUBCONTRACTOR** shall be responsible for contractor's compliance with these regulations.
- E. Neither **SUBCONTRACTOR** (or its Contractor, if applicable) shall require their respective employees to sign or comply with any internal agreements or statements prohibiting or otherwise restricting the lawful reporting of suspected or confirmed compliance issues to any entity authorized to receive such information.

XXXIII. Entire Contract

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

EXHIBIT D
MATCH CONTRIBUTION

I. Program and Member Costs

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

II. Cash Match Contribution

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

# of 900-HR Members:	0	# of 1,700-HR Members:	6
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CASH MATCH CONTRIBUTION TABLE			
Slot Type	Program Operating Cost	Direct Member Cost	Total Member Cost
19 HT	\$13,800.00	\$88,620.00	\$102,420.00
Grand Total			\$102,420.00

III. Invoicing

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

Corresponding Month(s)	Invoice to be Sent	Invoice due to PCA CA	Amount Due*
August 2018	By August 31st	NET 30	\$ 13,800.00
August 2018	By September 31st	NET 30	\$ 6,816.92
September 2018	By October 30th	Net 30	\$ 6,816.92
October 2018	November 15th	Net 30	\$ 6,816.92
November 2018	December 15th	Net 30	\$ 6,816.92
December 2018	January 15th	Net 30	\$ 6,816.92
January 2019	February 15th	Net 30	\$ 6,816.92
February 2019	March 15th	Net 30	\$ 6,816.92
March 2019	April 15th	Net 30	\$ 6,816.92
April 2019	May 15th	Net 30	\$ 6,816.92
May 2019	June 15th	Net 30	\$ 6,816.92
June 2019	July 15th	Net 30	\$ 6,816.92
July 2019	August 15th	Net 30	\$ 6,816.92
August 2019	September 15th	Net 30	\$ 6,816.92
Total:			\$102,420.00

- B. The first invoice is comprised of the Program Operating Cost as listed in Section II.D. above. Program Operating Cost are based on cost to fully run the AmeriCorps program and are non-refundable. Subsequent invoices shall be based on remaining Direct Member Cost. Direct Member cost are divided into monthly payments.
- C. Invoices shall be deemed due and payable within the timeframes listed in Section III.A. above. Invoice amounts are based on 100% enrollment and retention of **SUBCONTRACTOR**'s contracted AmeriCorps member positions. *******The invoicing schedule included above is an estimate based on full participation of enrolled members without healthcare cost. Actual monthly invoicing will reflect actual enrollment and active member cost.**
- D. A late fee of 3% of the invoiced amount will be charged to **SUBCONTRACTOR** for payments received after the timeframes listed in the table above, unless the delinquency is a direct result of delays in **PCA CA**'s invoicing process. Invoice due date will be indicated on invoice.
- E. Notwithstanding the above, the invoicing schedule may be adjusted in the following circumstances
1. **SUBCONTRACTOR**'s Failure to Retain AmeriCorps Members.
 - a. In situations where one or more of **SUBCONTRACTOR**'s AmeriCorps members resigns, abandons, or is released from their contracted term of service before their contracted service end date, there will be no refund of Program Operating Costs; however, the Direct Member Cost portion of the cash match contribution will be prorated.
 - b. **PCA CA** will adjust the next scheduled program year-monthly invoice following the resignation, abandonment, or release of one or more of **SUBCONTRACTOR**'s AmeriCorps members. If all

invoices have already been paid by **SUBCONTRACTOR**, **PCA CA** will make an adjustment at the end of the program year.

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

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

F. AmeriCorps Healthcare.

1. This Contract is written to include the full cost of healthcare coverage for all of **SUBCONTRACTOR**'s full-time capacity AmeriCorps members (1,700-hour AmeriCorps members and 900-hour AmeriCorps members serving for a period of seven [7] months or less). However, **SUBCONTRACTOR** will be invoiced separately on a program year-Monthly basis for each of **SUBCONTRACTOR**'s eligible full-time capacity AmeriCorps members who are eligible for, and elect healthcare coverage through **PCA CA**'s AmeriCorps healthcare plan, The Corps Network.
2. Any of **SUBCONTRACTOR**'s full-time capacity AmeriCorps members who do not have Affordable Care Act-compliant coverage at commencement of service must be enrolled in The Corps Network plan, per the requirements of the plan.
3. Should one or more of **SUBCONTRACTOR**'s initially ineligible AmeriCorps members later become eligible to enroll in The Corps Network plan, they will be added to the monthly billing.
4. If one or more of **SUBCONTRACTOR**'s AmeriCorps members who enrolled in healthcare coverage should extend their term of service, **SUBCONTRACTOR** agrees to pay an additional \$304.25 per member, per month of coverage. Changes of this nature may require additional cash match and an amendment to this Contract.

IV. **Special Circumstances**

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

V. **Increase in Costs**

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

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

VI. In-kind Match Contribution

- A. **SUBCONTRACTOR** (or its Contractor) must provide in-kind support in the form of training, supervision, access to equipment and materials, adequate office space necessary to fulfill obligations under the Member Contract, etc., for each of **SUBCONTRACTOR**'s AmeriCorps members. In-kind support also includes Service Site Supervisor time directly supervising the member, donated goods for member activities and member's project-related transportation and training expenses.
- B. Documentation of in-kind contributions shall consist of:
 - 1. Copies of functional timesheets, daily activity logs, or time studies; and
 - 2. General Ledger and Payroll Journal reports supporting the amount of in-kind match being submitted.

EXHIBIT E
PROGRAM SCOPE OF SERVICES

I. Monitoring and Oversight

- A. **PCA CA** will ensure that **SUBCONTRACTOR** collects and organizes performance data on an ongoing basis, tracks progress toward meeting the Performance Measures of the grant, incorporated in this Contract as Attachment E-1, Performance Measures, and corrects performance deficiencies promptly. **PCA CA** is also responsible for managing the day-to-day operations of grant and subgrant supported activities. **PCA CA** will monitor such activities to ensure compliance with applicable Federal requirements and ensure that performance measures are being achieved. In conjunction with requirements of the Corporation for National and Community Service ("CNCS") and California Volunteers ("CV"), **PCA CA** develops and provides program administration materials that govern its AmeriCorps programs, such as the Supervisor Program Manual and AmeriCorps Member Handbook. Materials are updated annually, and are distributed to contractors and Service Sites during **PCA CA's** annual partner conference and/or throughout the year as needed. The materials are also made available to contractors online at: <http://capamericorps.weebly.com>.
- B. As a subgrantee, **SUBCONTRACTOR** must follow and adhere to the various regulations that govern the AmeriCorps program, as well as this Contract. If **SUBCONTRACTOR** places AmeriCorps members at Service Sites, **SUBCONTRACTOR** is responsible for ensuring that Service Sites follow these regulations. Except in instances where the **SUBCONTRACTOR** is the Service Site, **SUBCONTRACTOR** must establish and maintain strong partnerships with Service Sites by clearly defining the roles and responsibilities of the Service Site. **SUBCONTRACTOR** must also provide Service Sites with training regarding the AmeriCorps program including, but not limited to: terminology, requirements, allowable activities, prohibited activities, and progressive discipline. **SUBCONTRACTOR** will provide Service Sites with national service identification and signage for display.
- C. **SUBCONTRACTOR** (or its Contractor) must disseminate programmatic information to Service Sites when requested to do so by **PCA CA**.
- D. **PCA CA** reserves the right to communicate directly with Service Sites and AmeriCorps members in situations that, in **PCA CA's** sole discretion, require the immediate sharing of critical programmatic information, regulatory changes, known or suspected compliance issues, or opportunities for program improvement.
- E. **PCA CA** will conduct a minimum of one (1) compliance site visit during the term of this Contract. Details of a site visit can be found in the Supervisor Program Manual, incorporated into this Contract by reference as Exhibit G.

II. Recruitment and Eligibility of AmeriCorps Members

- A. **SUBCONTRACTOR** (or its Contractor) is required to recruit the number of contracted AmeriCorps members listed in items 7 and 8, as applicable, of the AmeriCorps Contract for enrollment in the program, and retain them for the duration of their contracted service commitment.
- B. **SUBCONTRACTOR** (or its Contractor) shall create a "service listing" in eGrants, CNCS' online recruiting system.
- C. **SUBCONTRACTOR** (or its Contractor) agrees to actively seek potential AmeriCorps members from the community in which the program will be conducted. Further, **SUBCONTRACTOR** (or its Contractor) agrees to actively seek to include AmeriCorps members of different:
 - 1. Races and ethnicities;
 - 2. Socioeconomic backgrounds;
 - 3. Educational levels; and
 - 4. Genders.
- D. Pursuant to 45 CFR XXV §2522.200, and requirements of CV and **PCA CA**, **SUBCONTRACTOR** must determine whether applicants for AmeriCorps positions are eligible to serve in the PCA CA AmeriCorps program. Details and documentation requirements can be found in the Supervisor Program Manual, Section 3, Recruitment and Beginning Service, incorporated into this contract by reference as Exhibit G.
- E. **SUBCONTRACTOR** (or its Contractor) must provide reasonable accommodation, including auxiliary aids and services (as defined in section 3(1) of the American Disabilities Act of 1990 (42 U.S.C. 12102(1)) based on the individualized need of an AmeriCorps member who is a qualified individual with a disability (as defined in section 101(8) of such Act (42 U.S.C. 12111(8))).
- F. **SUBCONTRACTOR** (or its Contractor) shall inquire and notify **PCA CA** if an AmeriCorps applicant is concurrently enrolled in another AmeriCorps program.
- G. **SUBCONTRACTOR** (or its Contractor) shall inquire and notify **PCA CA** if an AmeriCorps applicant has previously served in another AmeriCorps program.
- H. Notification of AmeriCorps Applicant Selection:
 - 1. **SUBCONTRACTOR** (or its Contractor) shall notify **PCA CA** regarding selection of AmeriCorps applicants by obtaining and submitting the following eligibility verification documents for review and approval to **PCA CA** by fax or email:
 - a. A copy of the document used to verify whether each of **SUBCONTRACTOR's** AmeriCorps applicants are a U.S. citizen, national, or lawful permanent resident;
 - b. A copy of a government-issued photo ID for each AmeriCorps applicant to be used by **PCA CA** to conduct a National Service Criminal History Check;
 - c. A completed Enrollment Notification Form for each AmeriCorps applicant, obtainable at www.capamericorps.weebly.com, bearing the AmeriCorps applicant's authorization to conduct a National Service Criminal History Check; and
 - d. A copy of the AmeriCorps applicant's completed AmeriCorps Application and two (2) references, submitted either online or via hard copy.
 - 2. **SUBCONTRACTOR** (or its Contractor) shall not offer an AmeriCorps position to any AmeriCorps applicant until such time that **PCA CA** has received the items in Section II.H.1. above, and reviewed and approved

all requirements of the applicant's eligibility to serve in the AmeriCorps program

- I. **PCA CA** shall verify the eligibility of each of **SUBCONTRACTOR**'s AmeriCorps applicants, and shall conduct a National Service Criminal History Check on each of **SUBCONTRACTOR**'s AmeriCorps applicants, for each term of service.
 - J. **PCA CA** shall notify **SUBCONTRACTOR** as to whether or not each of **SUBCONTRACTOR**'s AmeriCorps applicants have met the criteria to enroll in the **PCA CA** AmeriCorps program.
 - K. **SUBCONTRACTOR** (or its Contractor) should make every effort to recruit AmeriCorps applicants to replace/refill any position previously occupied by an AmeriCorps member during the term of this Contract, who:
 - 1. Resigned or was released from service prior to their anticipated exit date from the program, and who
 - 2. Completed less than 30% of their contracted service hours, provided that the individual is not eligible for, and does not receive, a prorated Segal AmeriCorps Education Award.
 - L. Notwithstanding the above, as a fail-safe mechanism, CNCS will suspend refilling member positions if either:
 - 1. Total AmeriCorps enrollment, nationwide, reaches 97% of awarded member positions; or
 - 2. The number of refill member positions, nationwide, reaches 5% of awarded member positions.
- III. **National Service Criminal History Checks (45 C.F.R. Chapter XXV §2540.204)**
- A. All **PCA CA** AmeriCorps applicants, including those AmeriCorps applicants who have recently completed a term of service, must submit to a National Service Criminal History Check prior to being offered an AmeriCorps position. Details can be found in the Supervisor Program Manual, Section 3. Recruitment and Beginning Service, incorporated into this Contract by reference as Exhibit G.
 - B. An applicant who refuses to undergo the National Service Criminal History Check is deemed unsuitable for the AmeriCorps program.
 - C. An applicant convicted of murder, as defined in Section 1111 of Title 18, United States Code, is deemed unsuitable for the AmeriCorps program.
 - D. An AmeriCorps member convicted during their term of service of murder, as defined in Section 1111 of Title 18, United States Code, will be released for cause.
 - E. An applicant who is registered, or required to be registered on a state sex offender registry is deemed unsuitable for the AmeriCorps program.
 - F. An applicant who makes a false statement in connection with **PCA CA**'s inquiry concerning the applicant's criminal history is deemed unsuitable for the AmeriCorps program.
 - G. An applicant's disclosure of criminal history, whether substantiated by statewide criminal history repository or FBI information or not, may preclude the individual from being offered an AmeriCorps position.
 - H. Out-of-State AmeriCorps Applicants:
 - 1. **SUBCONTRACTOR** must notify **PCA CA** immediately if **SUBCONTRACTOR** (or its Contractor) has selected an out-of-state AmeriCorps applicant.
 - 2. Upon receipt of notification from **SUBCONTRACTOR**, **PCA CA** will initiate the National Service Criminal History Check with the State Repository of the AmeriCorps applicant's state of residency.

- I. Monitoring and Notification:
 - 1. **PCA CA** shall monitor the California Department of Justice secure mail server system each business day, until clearance information for **SUBCONTRACTOR**'s AmeriCorps applicants who reside in California at the time of application has been received.
 - 2. **PCA CA** shall track requests for criminal history information from CNCS-designated Statewide Criminal History Repositories or alternatives until definitive clearance information has been obtained for out-of-state AmeriCorps applicants.
 - 3. **PCA CA** will notify **SUBCONTRACTOR**, or its designee, whether AmeriCorps applicants have or have not met the criteria to proceed with enrollment in the program within two (2) business days of **PCA CA**'s knowledge that results have been received via the California Department of Justice secure website, the National Sex Offender Public Website, and the State Repository of the AmeriCorps applicant's state of residency (if other than the state of California).
- J. Fees:
 - 1. **PCA CA** shall pay for the cost of the National Service Criminal History Check, excluding rolling fees, which shall be paid by **SUBCONTRACTOR**.
 - 2. **SUBCONTRACTOR** shall pay for, or reimburse each of its AmeriCorps applicants for any rolling fees incurred in relation to the National Service Criminal History Check.
- K. Subsequent Arrest Notification:
 - 1. **PCA CA** contracts with CA DOJ to receive Subsequent Arrest Notification for AmeriCorps members who are actively serving in its AmeriCorps programs. In the event that **PCA CA** receives such a notification regarding one of **SUBCONTRACTOR**'s AmeriCorps members, **PCA CA** will notify **SUBCONTRACTOR** (and its contractor, if applicable) within two (2) business days of its knowledge that results have been received via the CA DOJ secure website.
 - 2. Upon notification of an arrest, charge or detainment, **SUBCONTRACTOR** (or its Contractor) must suspend the AmeriCorps member pending the outcome of any investigation conducted by **PCA CA**.
 - 3. Upon conviction of a crime, either **PCA CA** or **SUBCONTRACTOR** may elect to terminate the AmeriCorps member; however, no AmeriCorps member's service will be terminated without approval from **PCA CA**.
- IV. Enrollment of AmeriCorps Members
 - A. **SUBCONTRACTOR** (or its Contractor) shall enroll the number of AmeriCorps members listed in items 7 and 8, as applicable, of the AmeriCorps Contract by the dates listed in items 9 and 10, as applicable, of the AmeriCorps Contract.
 - B. **PCA CA** will facilitate the invitation process of **SUBCONTRACTOR**'s AmeriCorps members within the web-based My AmeriCorps system.
 - C. **SUBCONTRACTOR** (or its Contractor) shall ensure that each AmeriCorps member completes their portion of the online enrollment process during AmeriCorps enrollment, AmeriCorps orientation, or within 5 calendar days of commencement of service.
 - D. Member Contracts:
 - 1. **PCA CA** will provide **SUBCONTRACTOR** with a Member Contract for each selected AmeriCorps applicant. **SUBCONTRACTOR** must then

ensure that the Member Contract is signed by each of **SUBCONTRACTOR**'s AmeriCorps applicants before commencement of service so that applicants are fully aware of their rights and responsibilities.

2. **PCA CA** will not generate a Member Contract until all requirements of the AmeriCorps applicant's eligibility to serve in the program have been reviewed and approved by **PCA CA**.
 - E. Unless enrollment is conducted by **PCA CA** staff, **SUBCONTRACTOR** (or its Contractor) will submit a copy of the entire Member File to **PCA CA** by fax or email on or before the commencement of each of **SUBCONTRACTOR**'s AmeriCorps members' term of service.
 - F. **PCA CA** will provide **SUBCONTRACTOR** with Member Handbooks. Upon commencement of service, **SUBCONTRACTOR** (or its Contractor) must provide each AmeriCorps member with the 2018/2019 Program Year AmeriCorps Member Handbook.
 - G. **PCA CA** shall complete the AmeriCorps member enrollment in My AmeriCorps within thirty (30) calendar days of the commencement of each AmeriCorps member's term of service.
- V. **AmeriCorps Member Orientation**
- A. **PCA CA** will conduct an AmeriCorps orientation within the first thirty (30) calendar days of commencement of each of **SUBCONTRACTOR**'s AmeriCorps members' term of service. **SUBCONTRACTOR** will ensure that each of its AmeriCorps members attend the orientation. **PCA CA** will maintain documentation regarding AmeriCorps member orientation attendance.
 - B. **SUBCONTRACTOR** shall conduct an orientation for its AmeriCorps members within ten (10) business days of the commencement of each of **SUBCONTRACTOR**'s AmeriCorps members' term of service. **SUBCONTRACTOR** must utilize a sign-in sheet and orientation checklist to document AmeriCorps member attendance, and must submit the sign-in sheet and orientation checklist to **PCA CA** within five (5) business days of the orientation. At a minimum, **SUBCONTRACTOR**'s orientation must include the topics listed in the Supervisor Program Manual, Section 3, Recruitment and Beginning Service, incorporated into this Contract by reference as Exhibit G.
 - C. Except in instances where **SUBCONTRACTOR** is also the Service Site, **SUBCONTRACTOR** shall ensure that its Service Sites conduct an orientation within thirty (30) business days of the commencement of each of **CONTRACTOR**'s AmeriCorps members' term of service. The Service Site must utilize a sign-in sheet and orientation checklist to document AmeriCorps member attendance, and must submit the sign-in sheet and orientation checklist to **SUBCONTRACTOR**, who in turn must submit the sign-in sheet and orientation checklist to **PCA CA** within five (5) business days of the orientation. At a minimum, the Service Site orientation must include the topics listed in the Supervisor Program Manual, Section 3, Recruitment and Beginning Service, incorporated into this Contract by reference as Exhibit G.
 - D. If **SUBCONTRACTOR** is the Service Site, the topics listed for Lead Agencies and Service Sites must be included in **SUBCONTRACTOR**'s AmeriCorps orientation.

VI. Member Files

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

VII. Change of Term

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

VIII. iEmployee and Timekeeping Policies

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

- D. **SUBCONTRACTOR** (or its Contractor) shall provide **SUBCONTRACTOR's** AmeriCorps members with a meal period of between thirty (30) and sixty (60) minutes, when **SUBCONTRACTOR's** AmeriCorps members serve over five (5) hours, during which time **SUBCONTRACTOR's** AmeriCorps members must be relieved of their service duties.
- E. Notwithstanding the above, if a period of no more than six (6) hours will complete **SUBCONTRACTOR's** AmeriCorps member's day, and the meal period has been waived by both **SUBCONTRACTOR's** AmeriCorps member and the Service Site Supervisor at the beginning of **SUBCONTRACTOR's** AmeriCorps member's shift, then **SUBCONTRACTOR's** AmeriCorps member does not need to take a meal period.
- F. **SUBCONTRACTOR** (or its Contractor) must review and approve **SUBCONTRACTOR's** AmeriCorps members' timesheets in iEmployee by the dates listed in the Living Allowance Schedule, incorporated into this Contract as Attachment E-2. Failure to adhere to these deadlines may result in late living allowance payments to **SUBCONTRACTOR's** AmeriCorps members.
- G. AmeriCorps members do not receive:
 - 1. Vacation pay;
 - 2. Overtime pay;
 - 3. Sick pay; or
 - 4. Any other paid time off.

IX. AmeriCorps Member Benefits

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

- A. Post-service Segal AmeriCorps Education Award:
 - 1. **PCA CA** shall verify whether each of **SUBCONTRACTOR's** AmeriCorps members have successfully completed their term of service, including whether or not they served the required number of hours as listed in their Member Contract to earn a Segal AmeriCorps Education Award.
 - 2. **PCA CA** shall record in the CNCS online database, eGrants, whether each of **SUBCONTRACTOR's** AmeriCorps members:
 - a. Earned a full Segal AmeriCorps Education Award;
 - b. Earned a partial Segal AmeriCorps Education Award; or
 - c. Earned no portion of a Segal AmeriCorps Education Award.
 - 3. Segal AmeriCorps Education Awards are released by the National Service Trust.
 - 4. The maximum amount of the Segal AmeriCorps Education Award that may be earned in the 2018/2019 program year is:

1,700-hour Segal AmeriCorps Education Award	\$5,920.00
900-hour Segal AmeriCorps Education Award	\$2,960.00

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

- B. Living Allowance:
1. **PCA CA** will pay a living allowance to each of **SUBCONTRACTOR's** AmeriCorps members, as determined by **SUBCONTRACTOR** within the tier structure established by **PCA CA**.
 2. The living allowance:
 - a. Is not a wage;
 - b. Is not paid on an hourly basis;
 - c. Does not fluctuate based on the number of hours served;
 - d. Is issued in equal, incremental payments; and
 - e. Will cease as each of **SUBCONTRACTOR's** AmeriCorps members completes, or is released from, their term of service.
 3. Living allowance payments will be issued to each of **SUBCONTRACTOR's** AmeriCorps members upon receipt of an electronically submitted timesheet, certified by the AmeriCorps member and approved by the AmeriCorps member's Service Site Supervisor via the iEmployee timekeeping system.
 4. Living allowance payments will be made according to the dates listed on Attachment E-2, Living Allowance Schedule.
 5. Minimum Hours for Living Allowance. To receive the full incremental payment for a given time period, each of **SUBCONTRACTOR's** AmeriCorps members must serve the following number of hours:
 - a. 1,700-hour AmeriCorps members must serve at least sixteen (16) hours in the period; and
 - b. 900-hour AmeriCorps members must serve at least eight (8) hours in the period.
 6. Zero Hours Policy. If one or more of **SUBCONTRACTOR's** AmeriCorps members does not serve any hours in a given pay period, those members will not receive the living allowance for that period.
 7. Living allowance incremental payments may be reduced in the following circumstances:

Action	Pay Period	Cut-off Date	Enrollment BEFORE Cut-off Date	Enrollment ON or AFTER Cut-off Date
Enrollment	1 st — 15 th	8 th day of month	Full incremental payment	Prorated incremental payment
	16 th — end of month	22 nd day of month	Full incremental payment	Prorated incremental payment
Action	Pay Period	Cut-off Date	Exit ON or BEFORE Cut-off Date	Exit AFTER Cut-off Date
Exit	1 st — 15 th	8 th day of month	Prorated incremental payment	Full incremental payment
	16 th — end of month	22 nd day of month	Prorated incremental payment	Full incremental payment

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

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

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

C. Child Care:

- Per 45 CFR XXV, §2522.250, a child care subsidy is made available to AmeriCorps members who meet child care eligibility requirements and certify that they need the benefit in order to serve in the program.
- CNCS contracts with a third-party company to administer the child care subsidy. **PCA CA** assumes no responsibility for acts of the administrator including, but not limited to, the following:
 - Denials of applications;
 - Delays in processing of applications; or
 - Delays in payments made to child care providers.
- Unless enrollment is conducted by **PCA CA**, **SUBCONTRACTOR** (or its Contractor) will assist its AmeriCorps members in determining eligibility and provide opportunity to elect or decline the child care benefit.
- Unless enrollment is conducted by **PCA CA**, **SUBCONTRACTOR** (or its Contractor) will provide eligible AmeriCorps members with enrollment

- materials and benefits information and ensure that **PCA CA** receives the AmeriCorps member's child care enrollment information and application within thirty (30) calendar days of their eligibility date, be it the commencement of the term of service, or a date after the commencement of the term of service. **SUBCONTRACTOR** must notify **PCA CA** of any changes to an AmeriCorps member's child care eligibility status (suspension, termination, changes in household status, income, etc.) within two (2) business days following such change.
5. **PCA CA** shall process AmeriCorps member enrollment and/or termination information with CNCS' contracted child care administrator.
 6. **SUBCONTRACTOR** (or its Contractor) must notify **PCA CA** within four (4) business days after any of **CONTRACTOR**'s AmeriCorps member's status changes in a manner that affects the AmeriCorps member's eligibility for child care. Failure to notify **PCA CA** within this timeframe may result in disallowed costs (see Exhibit C. Section XXX, Disallowed Costs).
- D. Healthcare:
1. Pursuant to the CNCS Terms and Conditions, Section VIII.D., **PCA CA** provides, or makes available, health insurance to those of **SUBCONTRACTOR**'s AmeriCorps members serving in a full-time capacity (1,700-hours or 900-hours in seven [7] months or less) who:
 - a. Are not otherwise covered by a healthcare policy at the time the member begins his/her terms of service;
 - b. Lose their coverage during their term of service as a result of service; or
 - c. Lose coverage during their term of service through no deliberate act of their own.
 2. Unless enrollment is conducted by **PCA CA**, **SUBCONTRACTOR** (or its Contractor) will assist its AmeriCorps members in determining eligibility and provide the opportunity to elect or decline the healthcare benefit.
 3. Unless enrollment is conducted by **PCA CA**, **SUBCONTRACTOR** (or its Contractor) will provide eligible AmeriCorps members with enrollment materials and benefits information, as provided by **PCA CA**. **SUBCONTRACTOR** must notify **PCA CA** of any changes to an AmeriCorps member's healthcare eligibility status (enrollment, suspension, termination) within two (2) business days following such change.
 4. **PCA CA** shall process AmeriCorps member enrollment and/or termination information with its AmeriCorps healthcare provider.
- X. **Initial Performance Assessment of AmeriCorps Member**
- A. An Initial Performance Assessment of the skill level of each of **SUBCONTRACTOR**'s AmeriCorps members must be conducted within the first forty-five (45) business days of each of **SUBCONTRACTOR**'s AmeriCorps member's commencement of service.
 - B. **SUBCONTRACTOR** (or its Contractor) must use the Initial Performance Assessment template available at: <http://www.capamericorps.weebly.com>.
 - C. **SUBCONTRACTOR** must submit the Initial Performance Assessment to **PCA CA** within ten (10) calendar days of completion.

XI. Supervision and Support of AmeriCorps Members

- A. **SUBCONTRACTOR** (or its Contractor) must provide its AmeriCorps members with adequate supervision by qualified supervisors.
- B. At a minimum, each of **SUBCONTRACTOR**'s AmeriCorps members must receive a minimum of one (1) hour of supervision each week during their term of service, unless an absence of either or both of **SUBCONTRACTOR**'s AmeriCorps member(s) and the respective Service Site Supervisor from the Service Site prevents such supervision.

XII. Training and Member Development

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

XIII. Data Collection and Reporting

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

XIV. AmeriCorps Member Performance Evaluations

Pursuant to 45 CFR XXV §2522.220(c), **SUBCONTRACTOR** is responsible for conducting a Mid-term and an End-of-term Performance Evaluation on each of **SUBCONTRACTOR**'s AmeriCorps members.

- A. Mid-term Performance Evaluation.
 - 1. **SUBCONTRACTOR** must submit each AmeriCorps member's Mid-term Performance Evaluation to **PCA CA** within five (5) calendar days of completion.
 - 2. A Mid-term Performance Evaluation is not required for an AmeriCorps member whose term of service ends prior to the mid-point of their contracted service period.
 - 3. A Mid-term Performance Evaluation will not substitute for an End-of-term Performance Evaluation.

- B. End-of-term Performance Evaluation.
 - 1. An End-of-term Performance Evaluation is required for each of **SUBCONTRACTOR's** AmeriCorps members, regardless of when their term of service is completed, or whether the AmeriCorps member has:
 - a. Successfully completed the required number of hours making the AmeriCorps member eligible for a Segal AmeriCorps Education Award;
 - b. Been released from service for compelling personal circumstances, making them eligible for a prorated Segal AmeriCorps Education Award; or
 - c. Been released from service for cause, making them ineligible to receive a Segal AmeriCorps Education Award.
 - 2. **SUBCONTRACTOR** (or its Contractor) shall determine whether each of its AmeriCorps members' service was satisfactory, which will assess whether each member:
 - a. Has satisfactorily completed assignments, tasks, or projects, or, for those members released from service early, whether the member made a satisfactory effort to complete those assignments, tasks, or projects that the member could reasonably have addressed in the time the member served; and
 - b. Has met any other criteria which had been clearly communicated both orally and in writing at the beginning of the term of service.
 - C. **SUBCONTRACTOR** (or its Contractor) must submit the End-of-term Performance Evaluation to **PCA CA** within five (5) calendar days of completion.
 - D. **PCA CA** shall review and certify the number of service hours completed by each of **SUBCONTRACTOR's** AmeriCorps members.
 - E. Sections B. and D. of this provision, in combination, shall be used to determine whether each of **SUBCONTRACTOR's** AmeriCorps members have successfully completed their term of service.
 - F. Per 45 CFR XXV § 2522.220(b), an AmeriCorps member will only be eligible to serve a subsequent term of service if they have received a satisfactory performance evaluation for any previous term of service.
 - G. Mid-term and End-of-Term Performance Evaluations must be completed using the template available at: <http://capamericorps.weebly.com>.
- XV. **AmeriCorps Member Exit**
- A. **PCA CA** will initiate the exit process in My AmeriCorps for each of **SUBCONTRACTOR's** AmeriCorps members who successfully completes their term of service. **SUBCONTRACTOR** (or its Contractor) must ensure that these AmeriCorps members complete their exit forms online in the My AmeriCorps Member Portal.
 - B. If an AmeriCorps member does not successfully complete their term of service, **SUBCONTRACTOR** will notify **PCA CA** immediately upon **SUBCONTRACTOR's** knowledge of the member ending service. **PCA CA** will then initiate the exit process in My AmeriCorps within two (2) business of receipt of notification from **SUBCONTRACTOR**.
 - C. **SUBCONTRACTOR** (or its Contractor) must approve all pending timesheets for **SUBCONTRACTOR's** AmeriCorps members in iEmployee, and will submit the following AmeriCorps member exit information to **PCA CA** for inclusion in the Member File within five (5) business days of each AmeriCorps member's last day of service:

1. National Service Trust Exit Form;
 2. End-of-Term Performance Evaluation;
 3. Healthcare Termination Form (if applicable);
 4. AmeriCorps Member Satisfaction Survey.
- D. Notwithstanding the above, in the case of service abandonment, **SUBCONTRACTOR** will submit the following documentation to **PCA CA** for inclusion in the Member File within five (5) business days of the AmeriCorps member's formal abandonment of service:
1. National Service Trust Exit Form, marked to indicate the member did not successfully complete their term of service, and that the member was not available for signature; and
 2. An End-of-Term Performance Evaluation, marked to indicate that **SUBCONTRACTOR's** AmeriCorps member was not available for signature.
- E. **PCA CA** will review the submitted exit documentation, and complete the AmeriCorps member exit in My AmeriCorps within thirty (30) calendar days of the AmeriCorps member ending service.

XVI. Special Events

- A. **SUBCONTRACTOR** (or its Contractor) must ensure that its AmeriCorps members participate in the following events:
1. Make a Difference Day.
 2. Martin Luther King Day of Service.
 3. AmeriCorps Week, 2019.
 4. Member Graduation Ceremony.
- B. **SUBCONTRACTOR** (or its Contractor) is strongly encouraged to facilitate attendance of its AmeriCorps members in the following National Days of Service:
1. September 11th Day of Service.
 2. Service Nation Day of Action.
 3. National Family Volunteer Day.
 4. Cesar Chavez Day of Service and Learning.
 5. National Volunteer Week April 2019.
 6. National Youth Service Day.

XVII. Affiliation with the AmeriCorps National Service Program

- A. AmeriCorps is a registered service mark of CNCS. CNCS provides a camera-ready logo, available online at:
<http://www.nationalservice.gov/newsroom/marketing/logos>.
- B. **SUBCONTRACTOR's** website shall clearly state that **SUBCONTRACTOR** is an AmeriCorps grantee and shall prominently display the AmeriCorps logo. **SUBCONTRACTOR** (and its contractor, if applicable) shall use the AmeriCorps name and logo on service gear and public materials such as stationery, application forms, recruitment brochures, online position postings or other recruitment materials, orientation materials, member curriculum materials, signs, banners, websites, social media, press releases, and publications related to **SUBCONTRACTOR's** AmeriCorps program in accordance with CNCS requirements.
- C. **SUBCONTRACTOR** (or its Contractor) will ensure that each of its AmeriCorps members wear the AmeriCorps logo or service uniform/gear and be clearly identified as AmeriCorps members at all times while accruing hours for serving or participating in member development.

- D. **PCA CA** will provide **SUBCONTRACTOR** (or its Contractor) with the following member gear, upon enrollment of each AmeriCorps member in My AmeriCorps:
 - 1. One (1) t-shirt;
 - 2. Two (2) polo shirts; and
 - 3. One (1) lanyard, bearing the AmeriCorps logo.
 - E. Additional member gear may be purchased at **SUBCONTRACTOR**'s expense.
- XVIII. eGrants/My AmeriCorps Web Based Reporting**
- A. **SUBCONTRACTOR** will provide **PCA CA** with a list of eGrants/My AmeriCorps users. Any additions or deletions must be communicated in writing to **PCA CA**.
 - B. **PCA CA** will assign user roles and approve **SUBCONTRACTOR**'s access to the eGrants/My AmeriCorps system.

ATTACHMENT E-1
2018/2019 PERFORMANCE MEASURES

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

PRIMARY PERFORMANCE MEASURE TITLE: SCHOOL READINESS	
NEED	Research indicates a child's early development of social emotional, literacy, and numeracy skills are critical for school success. Economically disadvantaged children and/or children with exceptional needs, such as English language learners are most at-risk for academic failure as they lack access to quality early childhood education programs with linguistically appropriate instruction. Many low-income or non-English speaking parents lack the knowledge/resources needed to play a critical role in their child's school success.
EXPECTED RESULTS	
Output (the amount of service provided, people served, products created, or programs developed through planned intervention):	Children and parents receive school readiness activities and services.
Outcome (the changes or benefits that occur as a result of the intervention):	Children meet age-appropriate developmental school readiness milestones.
AMERICORPS MEMBER ACTIVITIES DESIGNED TO ACHIEVE EXPECTED RESULTS	AmeriCorps members provide 25 economically disadvantaged children 35 hours of one-on-one GOLD Assessment and develop an individualized Early Education Plan and deliver emotional, literacy, and numeracy. Members administer GOLD Assessment and develop an individualized Early Education Plan and deliver social emotional, literacy, and numeracy skills activities in classroom, small group, and one-on-one settings. Members provide parents of economically disadvantaged children 5 hours of workshops teaching the importance of and techniques for book sharing with children at home to develop family literacy routines. Members provide culturally and linguistically appropriate books and a DVD so parents read to their child for 20 minutes 3 times per week for 8 weeks, applying what they have learned.
MEASUREMENT TOOLS	
OUTPUT - Student Daily Contact Log	to collect data on number of children who start and complete participation in an AmeriCorps Early Childhood Education Program, the number of hours that children receive skill-building services in social emotional, literacy, and/or numeracy. Members submit data in the online database monthly, Project Manager monitors quarterly. Completed by AmeriCorps members daily
OUTCOME - Teaching Strategies GOLD Assessment	to collect data on the number of children that demonstrate social emotional, literacy, and/or numeracy skills. Members submit data in the online database monthly, Project manager monitors quarterly. Completed by AmeriCorps members within the first 5 hours of service delivery, at 35 hours of service delivery, and at the end of the program year (year-long programs).

OUTCOME - Raising a Reader Parent Survey to collect data on the number of parents that demonstrate improvement in family literacy behaviors including sharing books with their children more frequently, visiting the library, establishing a family routine for reading books to their child 60 minutes/per week for 8 weeks. Members submit data in the online database monthly, Project manager monitors quarterly. Completed by AmeriCorps members at the onset of service delivery, and at the end of the service delivery.			
PRIMARY PERFORMANCE MEASURE TARGETS			
OUTPUT TARGETS		PROGRAM OUTPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Economically disadvantaged children or children with exceptional needs that will start in a CNCS-supported early childhood education program.		2,250	141
# Economically disadvantaged children or children with exceptional needs that will complete participation in a CNCS-supported early childhood education program.		1,920	120
# Parents of economically disadvantaged children that will begin 5 hours of family literacy training on book sharing with their child.		1,320	0
# Parents of economically disadvantaged children that will complete 5 hours of family literacy training on book sharing with their child.		660	0
OUTCOME TARGETS		PROGRAM OUTCOME TARGETS	SUBCONTRACTOR-SPECIFIC OUTCOME TARGETS
Of the 2250 high need children receiving at least 35 hours of social emotional, literacy, and numeracy skills, 1855 will meet age appropriate school readiness milestones in one or more areas they had not initially met.		1,855	116
# Children will demonstrate gains in school readiness in terms of social and/or emotional development.		1,145	72
# Children will demonstrate gains in school readiness in terms of literacy skills.		1,245	78
# Children will demonstrate gains in school readiness in terms of numeracy (math) skills.		1,000	63
Of 480 parents of economically disadvantaged children who complete 5 hours of family literacy training on book sharing with their child, 336 will demonstrate improved family literacy behaviors.		440	0

PERFORMANCE MEASURE TITLE: VOLUNTEER RECRUITMENT		
NEED		
Required		
EXPECTED RESULTS		
Engage Community Volunteers in Service		
MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS		
Target population is all community members with a particular focus on Parents of the beneficiary children.		
Members will recruit volunteers to serve in both ongoing and one-time community project opportunities. Parents of the program beneficiaries make up a significant part of the volunteer pool that members engage. Parents are encouraged by the member during instructional sessions to contribute to School Readiness activities, including education-focused fairs, family game/movie nights, providing classroom support, and helping increase Service Site capacity. Additionally, members conduct community outreach in order to identify and recruit volunteers from outside of the program. Outreach includes dissemination of recruitment materials (i.e. flyers or electronic postings) to community organizations, delivering presentations to local high school and college classrooms, and working with established volunteer centers to recruit volunteers. Volunteer activities will include: community, cultural, health, and education-focused events and fairs; family bonding nights (such as games or movies); Community Service Projects/National Service Days, and support with school readiness activities.		
MEASUREMENT TOOLS		
Volunteer Log to collect data on # of volunteers recruited for <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		
OUTPUT TARGETS		SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Volunteers recruited for ongoing activities.	108	7
# Volunteers recruited for one-time activities.	427	27
# Volunteer hours for ongoing activities.	432	27
# Volunteer hours for one-time activities.	855	53

PERFORMANCE MEASURE TITLE: MEMBER DEVELOPMENT			
NEED			
Members deserve to be appropriately trained to perform the services assigned, to increase both professional skills and community development skills, and to enhance their esprit de corps experience.			
EXPECTED RESULT			
Output (the amount of service provided, people served, products created, or programs developed through planned intervention): Members receive the training to provide quality service to the community and to the children that they serve.			
Outcome (the changes or benefits that occur as a result of the intervention): Members increase knowledge & skills, gain insight into the community, and experience the power of national service.			
MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS			
PCA CA and Service Site Orientation 80 or more hours; Connection to National Service, Member Contract review and Prohibited Activities Training; Community Engagement; Child Development; Assessment Training; Mandated Child Abuse Reporting; Site-specific Technical Training.			
Ongoing Hours, including site specific (related to member position) trainings: supervision/coaching; & PCA CA webinars.			
National Service Days: Make a Difference Day, Martin Luther King, Jr. Day, Cesar Chavez Day, and AmeriCorps Week.			
Other trainings delivered throughout the year include: Social-Emotional and Cognitive Development; Family Literacy Fundamentals; GOLD Curriculum & Activity Development Training; Leadership; Active Citizens; Life after AmeriCorps; Cultural Awareness; Conflict Resolution.			
MEASUREMENT TOOLS			
Training Log and electronic timesheets to collect data on # of members and # of training hours.			
Member Performance Evaluation to collect data on member skill increases. Administered by Member Supervisor 3x per year			
PERFORMANCE MEASURE TARGETS			
OUTPUT TARGETS		PROGRAM OUTPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Members that will complete Core Training.		265	6
OUTCOME TARGETS		PROGRAM OUTCOME TARGETS	SUBCONTRACTOR-SPECIFIC OUTCOME TARGETS
# Members that will increase knowledge and skills by 10%.		76%	5 members

EXHIBIT B
2018/19 LIVING ALLOWANCE SCHEDULE

Pay Period:	Member must submit timesheet no later than*:	Service Site Supervisor must approve timesheet no later than:	Pay Date:
8/1/18 – 8/15/18	8/16/18	8/17/18	8/24/18
8/16/18 – 8/31/18	9/4/18	9/4/18	9/10/18
9/1/18 – 9/15/18	09/17/18	09/18/18	9/25/18
9/16/18 – 9/30/18	10/1/18	10/2/18	10/10/18
10/1/18 – 10/15/18	10/16/18	10/17/18	10/25/18
10/16/18 – 10/31/18	11/1/18	11/2/18	11/9/18
11/1/18 – 11/15/18	11/16/18	11/16/18	11/21/18
11/16/18 – 11/30/18	12/3/18	12/4/18	12/10/18
12/1/18 – 12/15/18	12/17/18	12/17/18	12/21/18
12/16/18 – 12/31/18	1/2/19	1/3/19	1/10/19
1/1/19 – 1/15/19	1/16/19	1/17/19	1/25/19
1/16/19 – 1/31/19	2/1/19	2/1/19	2/8/19
2/1/19 – 2/15/19	2/18/19	2/19/19	2/25/19
2/16/19 – 2/28/19	3/1/19	3/1/19	3/8/19
3/1/19 – 3/15/19	3/18/19	3/18/19	3/25/19
3/16/19 – 3/31/19	4/1/19	4/2/19	4/10/19
4/1/19 – 4/15/19	4/16/19	4/17/19	4/25/19
4/16/19 – 4/30/19	5/1/19	5/2/19	5/10/19
5/1/19 – 5/15/19	5/16/19	5/17/19	5/24/19
5/16/19 – 5/31/19	6/3/19	6/4/19	6/10/19
6/1/19 – 6/15/19	6/17/19	6/18/19	6/25/19
6/16/19 – 6/30/19	7/1/19	7/2/19	7/10/19
7/1/19 – 7/15/19	7/16/19	7/17/19	7/25/19
7/16/19 – 7/31/19	8/1/19	8/2/19	8/9/19
8/1/19 – 8/15/19	8/16/19	8/16/19	8/23/19
8/16/19 – 8/31/19	9/3/19	9/4/19	9/10/19
9/1/19 – 9/15/19	9/16/19	9/17/19	9/25/19
9/16/19 – 9/30/19	10/1/19	10/2/19	10/10/19
10/1/19 – 10/15/19	10/16/19	10/17/19	10/25/19
10/16/19 – 10/31/19	11/1/19	11/1/19	11/8/19

*AmeriCorps members must adhere to the CAP Center's after-the-fact timekeeping policy. AmeriCorps members cannot submit their timesheet for approval until the end of their last shift in any given pay period.



AGENDA ITEM 6
October 31, 2018

Subject	Annual Audit for Fiscal Year 2017-2018
Recommendations	Conduct Public Hearing for the Children and Families Commission for San Bernardino County Annual Audit for Fiscal Year 2017-2018. (Presenter: Debora Dickerson-Sims, Deputy Director of Finance, 252-4269)
Financial Impact	None
Background Information	<p>The California Children and Families Act of 1998 ("Act") was passed as Proposition 10 by California voters in November 1998 and enacted by the State Legislature through California Health and Safety Code Sections 130100-130155 and Revenue and Taxation Code Section 30131.</p> <p>Section 130150 of the Act requires every County Commission, on or before October 15th of each year, to "conduct an audit of, and issue a written report on the implementation and performance of, its functions during the preceding fiscal year." Section 130140 (a) (1) (G) additionally requires the County Commission to "conduct at least one public hearing prior to adopting any annual audit ...".</p> <p>Vavrinek, Trine, Day & Co. LLP (VTD) conducted an audit of the First 5 San Bernardino Commission encapsulating all fiscal activity of the Commission for Fiscal Year 2017-2018 and developed an audit report as required by Section 130150.</p> <p>Audit findings, if applicable, will include auditor's recommendation and First 5 staff's response to the findings.</p>
Review	Sophie Akins, Commission Counsel

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



**AGENDA ITEM 7
October 31, 2018**

Subject	Annual Report for Fiscal Year 2017-2018
Recommendations	Conduct Public Hearing of the Children and Families Commission for San Bernardino County's Annual Report for Fiscal Year 2017-2018. (Presenter: Scott McGrath, Deputy Director of Systems and Impact, 252-4259)
Financial Impact	None
Background Information	<p>The California Children and Families Act of 1998 ("Act") was passed as Proposition 10 by California voters in November 1998 and enacted by the State Legislature through California Health and Safety Code Sections 130100 -130155 and Revenue and Taxation Code Section 30131.</p> <p>Section 130150 of the Act requires every County Commission, on or before October 31st of each year, to issue a written report on the implementation and performance of, their respective functions during the preceding fiscal year." Section 130140 (a) (1) (G) additionally requires the County Commission to "conduct at least one public hearing prior to adopting any . . . report".</p> <p>The 2017-2018 Annual Report has been compiled and includes number of children and families served, priorities, activities, program highlights and overall accomplishments. The report also includes program and fiscal information and an analysis of services delivered based on the State's Desired Results Areas – Improved Family Functioning, Improved Child Development, Improved Health and Improved Systems of Care.</p>
Review	Sophie Akins, Commission Counsel

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



**AGENDA ITEM 8
OCTOBER 31, 2018**

Subject	Approve Contract IC035 for the development of a Maternal Health Systems Framework and Strategic Plan.
Recommendations	Approve Contract IC035 with Social Entrepreneurs, Inc., to support the development and implementation of a Maternal Health Systems framework specific to San Bernardino County in the amount \$197,158 for Fiscal Years 2018-19 through 2019-20. (Presenter: Renee Jones, Staff Analyst II, 252-4273)
Financial Impact	\$197,158 effective November 2018 through December 2019.
Background Information	<p>First 5 San Bernardino (F5SB) received approval at the September 12, 2018 Commission meeting to release a Request for Qualifications (RFQ) for a qualified firm or individual to serve as the consultant for the development of a Maternal Health Systems Strategic Plan. The Strategic Plan will support the development and implementation of a Maternal Health Systems (MHS) framework specific to San Bernardino County.</p> <p>Following F5SB's procurement and due diligence process, Social Entrepreneurs, Inc., (SEI) was selected to develop the framework which will support, maintain and help guide F5SB's efforts around the following objectives associated with Maternal Health Systems San Bernardino (MHS-SB)..</p> <p>SEI has demonstrated expertise and experience in strategic planning processes within a collaborative setting; facilitation of training workshops; and delivery of nonprofit, government and school-based technical assistance. F5SB's partnership with SEI over the last six years makes it an ideal candidate to lead the work of building a local MHS countywide.</p> <p>In alignment with the F5SB Strategic Plan, SEI also has the administrative and fiscal capability to provide and manage the proposed services and possesses strong knowledge of collective impact strategies who serve children 0-5 and their families.</p> <p>F5SB strives to ensure a system of equitable access to comprehensive prenatal and postnatal care for women, especially low-income and/or at risk pregnant women. A successful system is easily navigated and promotes efforts that seek to reduce infant mortality, preventable disease, support positive maternal mental health and reduce disparities in health outcomes.</p> <p>SEI will begin contracted services pending Commission approval November 1, 2018, and serve through December 31, 2019.</p> <p>This contract supports SPA 1 of F5SB's Strategic Plan specifically, and Objective Activities for 1.1c and SPA 2 Objective Activities 2.1a and 2.1b:</p>

SPA 1: Goal 1.1 Child Health

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

Objective 1.1.c

Children are born healthy Connect expectant parents with quality prenatal care and education

SPA 2: Goal 2.1 Leadership as a Catalyst, Convener, and Partner:

Work with the community and stakeholders from multiple sectors in support of the countywide goal of supporting all children from cradle-to-career.

Objective 2.1.a

Systems and services effectively support and engage children, families and communities. Identify and strategically align resources countywide.

Objective 2.1.b

Families, providers and stakeholders collaborate effectively to improve the well-being of the child. Develop, create, and support or coordinate opportunities for collective impact.

Review

Sophie Akins, Commission Counsel

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

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY

STANDARD CONTRACT**

FOR COMMISSION USE ONLY						
<input checked="" type="checkbox"/>	New	Vendor Code 10003575	SC	Dept. 903	A	
<input type="checkbox"/>	Change				Contract Number IC035	
<input type="checkbox"/>	Cancel					
Organization Children and Families Commission					Contractor's License No.	
Commission Representative Cindy Faulkner, Assistant Director				Telephone 909-386-7706	Total Contract Amount \$ 197,158	
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, 2018	Contract End Date December 31, 2019	Original Amount	Amendment Amount		
Cost Center 9033009900	GL Account 53003357	Internal Order No. 1000734	Amount \$197,158			
Cost Center	GL Account	Internal Order No.				
Cost Center	GL Account	Internal Order No.	Amount			
Abbreviated Use		Estimated Payment Total by Fiscal Year				
		FY	Amount	I/D	FY	Amount
Maternal Health Systems		18-19	\$127,048			
		19-20	\$70,109			

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)

Social Entrepreneurs, Inc.

Department/Division

Address

6548 South McCarran Blvd., Suite B

Reno, NV 89509

Phone

(775) 324-4567

Federal ID No.

86-0847995

Program Address (if different from legal address):

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

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

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

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

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I. DEFINITIONS

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

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

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

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

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

Babies Optimal Nutrition and Ultimate Support (BONUS): Lactation support initiative including education materials for new mothers and healthcare providers and a 24 hr. lactation support warm-line.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Early Smiles: Oral Health Program for children and pregnant women including screening, oral health education and support in the navigation of existing systems of care to access oral health needs.

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

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

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

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

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which, "(i) is receiving a grant under section 330 of the Public Health Service Act, or (ii)(I) is receiving funding from such a grant under a contract with the recipient of such a grant and (II) meets the requirements to receive a grant under section 330 of the Public Health Service Act, (iii) based on the recommendation of the Health Resources and Services Administration within the Public Health Service, and is determined by the Secretary to meet the requirements for receiving such a grant including requirements of the Secretary that an entity may not be owned, controlled, or operated by another entity; or (iv) was treated by the Secretary, for purposes of Part B of title XVIII, as a comprehensive Federally-funded health center as of January 1, 1990, and includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act or by an urban Indian organization receiving funds under Title V of the Indian Health Care Improvement Act for the provision of primary

health services." In considering these definitions, it should be noted that programs meeting the FQHC requirements commonly include the following (but must be certified and meet all requirements stated above): Community Health Centers, Migrant Health Centers, Healthcare for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

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

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

Maternal Health System (MHS): A system of equitable access to comprehensive prenatal and postnatal care for women, especially low-income and/or at risk pregnant women. It is easily navigated and promotes efforts that seek to reduce infant mortality, preventable disease, support positive maternal mental health and reduce disparities in health outcomes.

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

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

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

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

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

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

Parenting Education: Programs that improve knowledge and increase positive parenting skills.

Parent-Peer: Parents assisting other parents by advocating, guiding and providing moral support as they navigate systems and services.

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

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

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

Partnership for Healthy Mothers and Babies (PHMB): Perinatal Maternal substance abuse treatment and support. Programs included treatment for smoking cessation, alcohol, marijuana and more lethal drugs in both in-patient and out-patient settings.

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

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

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

Project Scope of Work: A document containing project expectations and deliverables as agreed upon by First 5 San Bernardino and contractors. The scope of work includes information on the individual activities of the project in addition to structure including timeline, activities, outcome expectations and verification methods. This document is signed by the contractor leadership and is approved by the First 5 San Bernardino Commission.

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

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

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

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

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

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

Rural Health Clinic (RHC): Clinics that are certified under section 1861(aa)(2) of the Social Security Act to provide care in underserved areas, and therefore, to receive cost-based Medicare and Medicaid reimbursements.

Satisfaction Survey: Survey designed to measure the participant's overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

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

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

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

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

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

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

Uninsured: Individuals not covered by health insurance.

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

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

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall deliver services for a Maternal Health Systems Strategic Plan to support a Maternal Health Systems (MHS) framework specific to San Bernardino County as detailed in the Project Scope of Work (**Attachment A**).
- B. Contractor shall provide adequate staff for the satisfactory and timely completion of project deliverables. The Commission reserves the right to approve the assignment or re-assignment of all key staff roles as identified in Attachment A. Contractor will notify the Commission of any changes of staff assigned to the project.
- C. Contractor shall coordinate with any consultant, technical advisor, committee or appropriate agencies designated by the Commission to support Maternal Health Systems Strategic Plan.
- D. Contractor agrees to attend and participate in all meetings relative to Maternal Health Systems Strategic Plan as requested.
- E. Contractor shall immediately notify the Commission of any reason, problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract and provide specification of any change required.

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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Performance

Contractor will provide all services and perform all activities identified in Attachment A of this Contract and will administer the project in a manner acceptable to the Commission.

It is understood that the Contractor has the skills, experience and knowledge necessary to perform the work agreed to be performed under this Contract, and that the Commission relies upon the Contractor's representation about its skills, experience and knowledge to perform the Contractor's work in a competent and safe manner. Acceptance by the Commission of the work to be performed under this Contract does not operate as a release of said Contractor from the responsibility for the work performed.

It is further understood and agreed that the Contractor is apprised of the scope of work to be performed under this Contract and the Contractor agrees that said work can and shall be performed in a fully competent and safe manner.

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. 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 (5) days of the address change. Change of address shall not interrupt service deliverables outlined in Attachment A.

H. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies beyond thirty (30) days and any positions that become vacant during the term of this Contract that may result in reduction of services to be provided under this Contract. Upon notices of vacancies, the Contractor shall apprise Commission of the steps being taken to provide the services without interruption and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the Commission on each periodically required report for the duration of said vacancies and/or problems.

In the event of a problem or potential problem that will severely impact the quality or quantity of service delivery, or the level of performance under this Contract, Contractor will notify the Commission within one (1) working day, in writing and by telephone.

I. Contractor Primary Contact

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

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two (2) weeks or more or if there is any change in either the primary or alternate contact.

J. Responsiveness

Contractor or a designee must respond to Commission inquiries within five (5) business days.

K. 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), as applicable.

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L. Indemnification and Insurance Requirements

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

1. 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.
2. 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.

3. 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.
4. 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.
5. 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.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the 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.
7. 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".
8. 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.
9. 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.
10. 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.

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

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

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

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

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

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

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

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

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

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

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits
or
Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
or
Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

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

M. 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.

N. 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.

O. 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.

P. 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.

Q. Attribution

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

R. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission.

Report requirements include, but are not limited to and subject to change, the following:

▪ Project Reports

Contractor shall submit monthly reports of lessons learned including: recommendations for follow-up with agencies, an outline of next steps, and evaluating the success of the Maternal Health System Project, unless otherwise requested by the Commission.

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▪ Fiscal Reports

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

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

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

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S. Pro-Children Act of 1994

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

T. Environmental Regulations

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

U. Air, Water Pollution Control, Safety and Health

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

V. Debarment, Suspension, and Other Responsibility Matters

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

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

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;
- 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
 - 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
- b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

W. Recycled Paper Products

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

IV. COMMISSION RESPONSIBILITIES

- A. Commission shall verify performance results of Contractor according to the Project Scope of Work and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.
- B. Commission shall compensate Contractor for approved expenses in accordance with Section V of this Contract.
- C. Commission shall specify all reports and deliverables required from the Contractor.
- D. Commission shall provide technical assistance as deemed necessary.
- E. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within fifteen (15) days of the Contract approval date.

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$ 197,158 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2018-19	<u>\$127,048</u>	November 1, 2018 through June 30, 2019
Fiscal Year 2019-20	<u>\$ 70,109</u>	July 1, 2018 through December 31, 2019

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B. Payment Provisions

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

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

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

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

C. EFT Payments

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

D. Allowable Costs

Funds provided pursuant to this Contract shall be expended by Contractor in accordance with the Attachment B – 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, travel expenses and food is based on the current IRS allowable rate.

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

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

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

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E. Supplanting of Funds

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

F. Payment of Taxes

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

G. 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.

H. 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 project deliverables as specified in this Contract.

The Executive Director, on behalf of the Commission, has the authority to approve (or deny) the request, provided that the modification does not deviate from the original intent of the contract or increase the total Contract amount. Contractor is limited to two (2) Budget Revision Requests per fiscal year.

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

I. Budget Line Item Variance

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

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

J. 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.

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VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

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

B. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the Commission, and State representatives for a period of five (5) years after final payment under the Contract or until all pending Commission and State audits are completed, whichever is later. Records, should include, but are not limited to 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.

Project data shall be made available upon request or turned over to Commission. If said records are not made available at the scheduled monitoring visit, Contractor may, at Commission's option, be required

to reimburse Commission for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the invoiced monthly payment.

C. Assistance by Contractor

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

D. Independent Audit Provisions

On an annual basis, Contractor 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.

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E. Recovery of Investigation and Audit Costs

Contractor shall reimburse the Commission for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to Contractor.

When additional information (receipts, paperwork, etc.) is requested of the Contractor as a result of any audit or monitoring, Contractor must provide all information requested by the deadline specified by the Commission. A failure to provide the information by the specified deadline, will subject the Contractor to the provisions of Section VII (Correction of Performance Deficiencies and Termination).

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

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

VIII. TERM

- A. This Contract is effective commencing November 1, 2018, and expires December 31, 2019, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.
- Initial Here
- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for one (1) additional one (1)-year period by mutual agreement of the parties.
- D. Continuation of this Contract for each fiscal year after December 31, 2019 is contingent on a Project Scope of Work, Project Budget, and Project Timeline and Deliverables being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

A. Notices

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

Contractor: Social Entrepreneurs, Inc.
6548 South McCarran Blvd., Suite B
Reno, NV 89509

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

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- D. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties in an amendment to this Contract.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- Initial Here
- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
- G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction

of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

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

X. NONDISCRIMINATION

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

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

2. Civil Rights Compliance

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

Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.

D. Sexual Harassment

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

continued on next page

XI. CONCLUSION

- A. This Contract, consisting of 21 pages and Attachments A, B and C inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A, B and C are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

SOCIAL ENTREPRENEURS, INC.

Legal Entity



Authorized Signature

Maxwell Ohikhuare, M.D.

Printed Name

Commission Chair

Title

Dated



Authorized Signature

Kelly Marschall

Printed Name

President

Title

Dated

Official Stamp

Reviewed for Processing



Cindy Faulkner

Assistant Director

Date

Approved as to Legal Form



Sophie Akins

Commission Counsel

Date

Presented to Commission for
Signature



Karen E. Scott

Executive Director

Date

Attachment A. Detailed Project Workplan

The detailed workplan that follows includes the tasks, resources and time estimates to complete this important project. The target dates are based on reaching agreement on the scope of work and being able to initiate project activities by November 2018 and assume that SEI, Commission staff, and community partners are available to work on this project. The timeline is based on our prior experience with planning efforts of this type. However, the timing should be viewed as somewhat flexible as it will be significantly affected by the frequency with which works groups and the Leadership Team is willing and able to meet.

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Hettie Ploeger	Marika Baren	Kelly Marschall	Claudia Montoya	Sierra Rich	Peter Marschall	
PHASE 1: Project Organization and Kick-Off											
Project Kick-Off Meeting											
1	Schedule and conduct a kick-off meeting with First 5 to review project approach, identify Leadership Team members, and discuss approach to MHS Summit. Need to schedule check-in for week of 12/3/18.	11/5/2018	11/9/2018	3	3						1 hour to schedule and prepare. 2 hours to facilitate conversation.
2	Travel necessary to facilitate Kick-off meeting.	11/5/2018	11/9/2018	4.5							1/2 Travel Time Charged
3	Collect data/documents from First 5 that help to describe the current situation in San Bernardino County relative to MCH issues.	11/12/2018	11/16/2018	4	4						
Project Organization											
4	SEI team members to review proposal and background materials in preparation for internal kick-off meeting.	11/12/2018	11/16/2018	2	2	2	2	2	2		
5	Conduct internal kick-off meeting to review project approach, roles and responsibilities and timeline. Also discuss plan for MHS Summit.	11/19/2018	11/21/2018	1	1	1	1	1	1		

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Hettie Ploeger	Marika Baren	Kelly Marschall	Claudia Montoya	Sierra Rich	Peter Marschall	
6	Develop MHS Summit plan to include agenda, facilitators guide, and outreach approach.	11/26/2018	11/30/2018	2	10	8					Should also include a flyer to promote event with a registration link
7	Develop one page information flyer which describes Collective Impact approach and plan for Maternal Health systems strengthening efforts.	11/12/2018	11/19/2018	1		2					Flyer can be used to solicit leadership and workgroup membership as well as an information piece for distribution at Summit.
8	Develop MHS Strategic Plan template.	11/12/2018	11/19/2018	4							
9	GSR MHS Summit Plan, information flyer, and Strategic Plan template for content and formatting.to ensure the deliverable is free from defects.	11/19/2018	12/6/2018				4				3 hours for MHS Summit documents, .5 hours for informational flyer and .5 for Strategic Plan template.
10	Develop email groups and electronic filing system needed to ensure documents and data are organized efficiently.	12/17/2018	12/28/2018					4			
MHS Leadership Team Formation											
11	Reach out to potential Leadership Team members to schedule a meeting to discuss MHS Collective Impact and Strategic Planning Project.	11/12/2018	11/16/2018	1				6			Includes time to draft and introductory email.
12	Conduct informational meetings with potential Leadership Team members to discuss project and to solicit their participation.	11/19/2018	11/30/2018	7							An allowance for up to 14 meeting to last an average of 30 minutes each.

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Hettie Ploeger	Marika Baren	Kelly Marschall	Claudia Montoya	Sierra Rich	Peter Marschall	
13	Travel necessary to conduct meetings with potential Leadership Team members.	11/5/2018	11/9/2018	4.5							1/2 Travel Time Charged
14	Connect with First 5 to review list of individuals who have agreed to participate on Leadership team, identifying any gaps in stakeholder groups that need to be involved.	12/3/2018	12/7/2018	1	1						
15	Conduct a second round of scheduling based on gaps identified in Leadership Team by First 5.	12/10/2018	12/14/2018					2			
16	Conduct second round of informational meetings with potential Leadership Team members to discuss project and to solicit their participation.	12/17/2018	12/20/2018	2.5							An allowance for up to 5 additional meetings to last an average of 30 minutes each.
17	Finalize Leadership Team members and send list to First 5.	12/26/2018	12/28/2018	0.5							

Subtotal for phase - hours	38	21	13	7	15	3	0	97
Subtotal for phase - professional fees	\$5,510.00	\$2,415.00	\$975.00	\$1,225.00	\$1,125.00	\$165.00	\$0.00	\$11,415.00

PHASE 2: Infrastructure Development											
Draft Shared Community Vision for MHS											
18	Send doodle poll to Leadership Team members to schedule first meeting.	1/2/2019	1/4/2019		1						
19	Prepare for Leadership Team meeting by finalizing schedule, establishing an agenda and securing a location for the meeting.	1/6/2019	1/11/2019		2						Includes time and expenses to copy and ship materials to San Bernardino

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Hettie Ploeger	Marika Baren	Kelly Marschall	Claudia Montoya	Sierra Rich	Peter Marschall	
20	Facilitate Leadership Team meeting to review approach, approve MHS Strategic Plan template, discuss MHS Summit, and identify a DRAFT county-wide vision. Also need to finalize data for MHS Summit.	1/14/2019	1/18/2019	2							
21	Travel necessary to facilitate Leadership Team.	1/14/2019	1/18/2019	4.5							1/2 Travel Time Charged
22	Document decisions made during Leadership Team meeting and distribute to Team members.	1/21/2019	1/25/2018		2						This assumes that the Leadership Team will include a First 5 staff, but if not, meeting documentation will be sent to First 5 as well.
23	Make changes to MHS Strategic Plan template and MHS Summit plan based on input received during Leadership Team meeting.	1/21/2019	1/25/2018	2	2						
Facilitate MHS Summit											
24	Secure a location to host MHS Summit.	1/20/2019	1/25/2019		1						
25	Establish a registration link for MHS Summit, incorporating link into outreach flyer.	1/20/2019	1/25/2019					1			
26	Distribute MHS Summit Flyer through network identified by First 5 and Leadership Team.	1/28/2019	1/30/2019		2						
27	Track registration for MHS Summit, reaching out to First 5 and Leadership Team members as necessary to encourage partner participation.	2/4/2019	2/22/2019					2			

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Hettie Ploeger	Marika Baren	Kelly Marschall	Claudia Montoya	Sierra Rich	Peter Marschall	
28	Establish MHS Summit materials to include agenda, PowerPoint, handouts, Tags, Sign-in sheets, etc.	1/20/2019	2/8/2019	2	6				4		Includes time and expenses to copy and ship materials to San Bernardino
29	GSR Summit materials.	2/11/2019	2/15/2019				3				
30	Facilitate MHS Summit to review collective impact approach to developing a MHS, finalize community-wide vision, and identify potential workgroups and membership, and preliminary data sets.	2/25/2019	3/1/2019	6	6		6				
31	Travel necessary to facilitate MHS Summit.	2/25/2019	2/28/2019	4.5	4.5		4.5				1/2 Travel Time Charged
32	Facilitate a follow-up meeting with the Leadership Team to discuss potential workgroups and membership, as well as plan for data collection based on discussions had during the Summit.	3/1/2019	3/1/2019	2	2		2				Assumes Leadership meeting will occur the day following the Summit to allow for it to occur in person.
33	Document decisions made during Summit and discussion with Leadership Team.	3/4/2019	3/8/2019	2	6		2				
Develop MHS Workgroups											
34	Develop electronic list of potential workgroup members and their contact information.	3/4/2019	3/8/2019						4		
35	Develop one page flyer for each identified workgroup demonstrating the connection to the county-wide vision, the data points of interest, and the role of workgroup members.	3/4/2019	3/8/2019		8						Assumes no more than 4 workgroups to be established. 2 hours per workgroup for flyer establishment.
36	GSR Workgroup Flyers	3/11/2019	3/13/2019				2				

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Hettie Ploeger	Marika Baren	Kelly Marschall	Claudia Montoya	Sierra Rich	Peter Marschall	
37	Email summit participants who indicated an interest in participating on a workgroup thanking them for their interest with a (doodle) request to participate in an initial workgroup meeting.	3/13/2019	3/15/2019	0.5				6			Includes time to draft an email, track response and finalize workgroup schedules.
38	Outreach to additional stakeholders identified by Leadership team that should be invited to participate in workgroup activities.	3/4/2019	3/15/2019	6							Assumes outreach will occur to no more than 10 individuals across all workgroups.
39	Finalize workgroup membership, sending lists to First 5 and Leadership Team.	3/18/2019	3/20/2019					2			

Subtotal for phase - hours

31.5 42.5 0 19.5 11 8 0

Subtotal for phase - professional fees

\$4,567.50 \$4,887.50 \$0.00 \$3,412.50 \$825.00 \$440.00 \$0.00 \$14,132.50

PHASE 3:Assets and Gaps Analysis											
Data Collection and Resource Mapping											
40	Secure location for workgroup meetings.	3/18/2019	3/20/2019					4			
41	Send calendar invite to workgroup members.	3/21/2019	3/22/2019					2			Includes time to track responses regarding participation.
42	Gather information about the MHS system components to include a description of the services available, their location, and key data points associated with the various components.	3/11/2019	3/15/2019	16	24						

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Hettie Ploeger	Marika Baren	Kelly Marschall	Claudia Montoya	Sierra Rich	Peter Marschall	
43	Geo-map MHS resources throughout San Bernardino County.	3/11/2019	3/19/2019		48						
44	Internal team meeting to review data and identify questions for exploration by each workgroup.			2	2						
45	Draft key informant interview questions based on internal team meeting, for each workgroup.	3/11/2019	3/15/2019		4						
46	Prepare meeting materials for each workgroup to include an agenda, PowerPoint and a link to the webinar for remote participation.				8						2 hours per workgroup.
47	GSR workgroup materials.	3/18/2019	3/19/2019				4				
48	Make copies for workgroup meetings and mail materials to San Bernardino.	3/20/2019	3/21/2019						4		Includes time and expenses to copy and ship materials to San Bernardino
49	Conduct Initial workgroup meetings to review areas of focus, data to inform the asset and gaps analysis, and to identify potential key informants to interview. Schedule all future meetings.	3/25/2019	3/29/2019	12	12						Assumes no more than 4 workgroups to be established and that meeting will occur over the course of 2 consecutive days.
50	Travel necessary to facilitate workgroup meetings.	3/25/2019	3/29/2019	4.5	4.5						1/2 Travel Time Charged
51	Document decisions made at each workgroup meeting.	4/1/2019	4/5/2019		8						2 hours per workgroup meeting.
52	Conduct follow-up research and data gathering to help establish the landscape of existing mental health system components across multi-sectors.					32					8 hours per workgroup.
Key Informant Interviews											

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Hettie Ploeger	Marika Baren	Kelly Marschall	Claudia Montoya	Sierra Rich	Peter Marschall	
53	Finalize key informant interview questions based on discussions held at workgroups.	4/1/2019	4/5/2019		2						An allowance for no more than 15 key informant interviews that are expected to last no more than 45 minutes each.
54	Collect key informant interview contact information from workgroup members and the Leadership Team. Establish a contact list and a tracking mechanism for scheduling purposes.	4/1/2019	4/12/2019					4			
55	Reach out to schedule key informant interviews.	4/8/2019	4/19/2019	0.5				8			Includes time to draft an introductory email.
56	Conduct key informant interviews, documenting results.	4/15/2019	4/30/2019		30						An allowance for no more than 15 key informant interviews budgeted at 2 hours each to account for interview and documentation.
Data Analysis and Identification of Assets and Gaps											
57	SEI to analyze all data collected to identify assets and gaps particular to each workgroup area of focus as well as themes that emerge across multiple workgroups.	5/1/2019	5/10/2019	8	8	8					
58	Internal team meeting to review data and identify next steps.	5/1/2019	5/10/2019	2	2	2					
59	Establish MHS Asset and Gaps briefs for each of the workgroups as well as a summary report that addresses the entire MHS.	5/13/2019	5/17/2019	8		32					This information will be used to help develop the situational analysis

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Hettie Ploeger	Marika Baren	Kelly Marschall	Claudia Montoya	Sierra Rich	Peter Marschall	
											section of the strategic plan.
60	Secure location for second round of workgroup meetings.	5/1/2019	5/3/2019					4			
61	Send calendar invite to workgroup members.	5/6/2019	5/8/2019					2			Includes time to track responses regarding participation.
62	Prepare meeting materials for each workgroup to include an agenda, PowerPoint and a link to the webinar for remote participation.	5/6/2019	5/10/2019		8						2 hours per workgroup.
63	GSR workgroup materials.	5/13/2019	5/15/2019				4				
64	Make copies for workgroup meetings and mail materials to San Bernardino.	5/16/2019	5/17/2019						4		
65	Conduct secondary workgroup meetings to review data analysis, identify priority areas for systems improvements, and plan for Secondary Summit presentations and discussions.	5/20/2019	5/24/2019	8	8						Assumes meeting will occur over the course of 2 consecutive days.
66	Travel necessary to facilitate workgroup meetings.	5/20/2019	5/24/2019	4.5	4.5						1/2 Travel Time Charged
67	Document decisions made at each workgroup meeting.	5/27/2019	5/31/2019		8						2 hours per workgroup meeting.
Establishment of a Common Agenda											
68	Establish a date for the Second MHS Summit.	5/20/2019	5/24/2019		1						
69	Secure a location to host Second MHS Summit.	5/27/2019	5/31/2019		1						

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Hettie Ploeger	Marika Baren	Kelly Marshall	Claudia Montoya	Sierra Rich	Peter Marshall	
70	Establish a registration link for Second MHS Summit, incorporating link into outreach flyer.	5/27/2019	5/31/2019					1			
71	Establish Second MHS Summit Flyer, providing an update on progress to date and an invitation to participate.	5/27/2019	5/31/2019		2						
72	Distribute MHS Summit Flyer through network identified by First 5 and Leadership Team.	6/3/2019	6/5/2019					2			
73	Track registration for Second MHS Summit, reaching out to First 5 and Leadership Team members as necessary to encourage partner participation.	6/5/2019	6/21/2019	2	6				4		
74	Establish MHS Summit materials to include agenda, PowerPoint, handouts, Tags, Sign-in sheets, etc.	6/3/2019	6/12/2019	2	6				4		Includes time and expenses to copy and ship materials to San Bernardino
75	GSR Summit materials.	6/13/2019	6/15/2019				3				
76	Facilitate MHS Summit to review assets and gaps in MHS as well as establish a Common Agenda.	6/24/2019	6/28/2019	6	6		6				
77	Travel necessary to facilitate Second MHS Summit.	6/24/2019	6/28/2019	4.5	4.5		4.5				1/2 Travel Time Charged
78	Document decisions made during Summit and send to Leadership Team and Workgroups.	7/1/2019	7/5/2019	2	8		2				

Subtotal for phase - hours

82 215.5 74 23.5 27 16 0 438

Subtotal for phase - professional fees

\$11,890.00 \$24,782.50 \$5,550.00 \$4,112.50 \$2,025.00 \$880.00 \$0.00 \$49,240.00

PHASE 4: Strategic Plan Development

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Hettie Ploeger	Marika Baren	Kelly Marschall	Claudia Montoya	Sierra Rich	Peter Marschall	
Leadership Meeting to Begin Drafting Strategic Plan											
79	Develop content for Sections 1 - 3 of strategic plan.	7/8/2019	7/12/2019	6		12					
80	Develop draft Common Agenda (Goals) based on discussions that occurred at second MHS Summit.	7/8/2019	7/12/2019	2	4						
81	Schedule Leadership Team meeting and secure location.	7/1/2019	7/5/2019		1						
82	Develop meeting agenda.	7/8/2019	7/12/2019		1						
83	GSR strategic plan and meeting agenda.	7/15/2019	7/17/2019				3				
84	Send Agenda and meeting materials to Leadership Team.	7/18/2019	7/19/2019		1						Includes time and expenses to copy and ship materials to San Bernardino
85	Facilitate Leadership Team meeting to review draft of strategic plan and to refine Common Agenda. Also identify additional information necessary to establish objectives (research/data collection).	7/22/2019	7/26/2019	3							
86	Travel necessary to facilitate Leadership Team meeting.	7/22/2019	7/26/2019	4.5	4.5						1/2 Travel Time Charged
87	Document decisions made at Leadership team meeting.	7/29/2019	8/2/2019	1	2						Hettie to complete, Lisa to review and augment as necessary.
88	Conduct additional research and data collection based on Leadership team discussion.	7/29/2019	8/9/2019	2	2	16					
Leadership Meeting to Develop Collaborative Plan of Action											

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Hettie Ploeger	Marika Baren	Kelly Marschall	Claudia Montoya	Sierra Rich	Peter Marschall	
89	Schedule Leadership Team meeting and secure location.	7/29/2019	8/2/2019		1						
90	Develop meeting agenda.	8/5/2019	8/9/2019		1						
91	Establish potential objectives and outcome metrics based on discussions to date, research and additional data collection.	8/5/2019	8/9/2019	2	6						
92	GSR updated strategic plan and meeting agenda.	8/12/2019	8/14/2019				2				
93	Send Agenda and meeting materials to Leadership Team.	8/15/2019	8/16/2019		1						Includes time and expenses to copy and ship materials to San Bernardino
94	Facilitate Leadership Team meeting to complete objectives associated with Common Agenda and outcomes to measure progress.	8/19/2019	8/23/2019	3							
95	Travel necessary to facilitate Leadership Team meeting.	8/19/2019	8/23/2019	4.5	4.5						1/2 Travel Time Charged
96	Document decisions made at Leadership team meeting.	8/26/2019	8/30/2019	1	2						Hettie to complete, Lisa to review and augment as necessary.
Workgroup Meetings to Complete Strategies Associated with Collaborative Plan of Action											
97	Send doodle poll to each workgroup to establish a meeting date and time.	7/29/2019	8/2/2019		1						
98	Send calendar invite to workgroup members.	8/5/2019	8/9/2019					2			Includes time to track responses regarding participation.
99	Prepare meeting materials for each workgroup to include an agenda, PowerPoint and a link to the webinar for remote participation.	8/12/2019	8/23/2019	2	8						Includes time and expenses to copy and ship materials to San Bernardino

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Hettie Ploeger	Marika Baren	Kelly Marschall	Claudia Montoya	Sierra Rich	Peter Marschall	
100	GSR workgroup materials.	8/26/2019	8/30/2019				4				
101	Make copies for workgroup meetings and mail materials to San Bernardino.	9/2/2019	9/5/2019						4		
102	Conduct third workgroup meetings to test and confirm Common Agenda, objectives and indicators for success. Also establish strategies, identify resources and timelines for implementation.	9/9/2019	9/13/2019	12	12						Assumes meeting will occur over the course of 2 consecutive days.
103	Travel necessary to facilitate workgroup meetings.	9/9/2019	9/13/2019	4.5	4.5						1/2 Travel Time Charged
104	Document decisions made at workgroup meetings.	9/16/2019	9/20/2019	4	8						
105	Use documentation from workgroup meetings to populate Section 4 of the strategic plan.	9/16/2019	9/20/2019	4	8						Hettie to complete, Lisa to review and augment as necessary.
Leadership Meeting to Discuss Implementation Support, Ongoing Communication and Evaluation of Efforts											
106	Schedule Leadership Team meeting and secure location.	9/2/2019	9/5/2019		1						
107	Draft documents to outline the roles and responsibilities of the backbone organization to include implementation supports, ongoing communication and evaluation efforts.	9/9/2019	9/20/2019	2	8						
108	GSR updated strategic plan and meeting agenda.	9/23/2019	9/25/2019				2				
109	Send Agenda and meeting materials to Leadership Team.	9/26/2019	9/27/2019		1						Includes time and expenses to copy and ship materials to San Bernardino

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Hettie Ploeger	Marika Baren	Kelly Marschall	Claudia Montoya	Sierra Rich	Peter Marschall	
110	Facilitate Leadership Team meeting to complete identify the lead as the backbone organization moving forward as well as roles and responsibilities to support ongoing implementation.	10/1/2019	10/4/2019	3							
111	Travel necessary to facilitate Leadership Team meeting.	10/1/2019	10/4/2019	4.5	4.5						1/2 Travel Time Charged
112	Document decisions made at Leadership team meeting.	10/7/2019	10/11/2019	1	2						Hettie to complete, Lisa to review and augment as necessary.
113	Use documentation from workgroup meetings to populate Section 5 and 6 of the strategic plan.	10/14/2019	10/18/2019	4	8						Hettie to complete, Lisa to review and augment as necessary.
Complete Strategic Plan Document											
114	Complete remaining components of strategic plan.	10/14/2019	10/25/2019	4	8	8					
115	Establish an infographic or executive summary of strategic plan that can be used for communication purposes.	10/14/2019	10/25/2019	12							
116	GSR strategic plan and infographic/executive summary.	10/28/2019	10/30/2019				4				
117	Send final draft of both documents to First 5, Leadership Team and workgroups for their feedback.	10/31/2019	10/31/2019		1						
118	Incorporate suggestions that strengthen the document and finalize for presentation at third MHS Summit.	11/6/2019	11/8/2019	4							
Presentation of MHS Strategic Plan											
119	Establish a date for the Third MHS Summit.	10/1/2019	10/4/2019		1						

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Hettie Ploeger	Marika Baren	Kelly Marschall	Claudia Montoya	Sierra Rich	Peter Marschall	
120	Secure a location to host Third MHS Summit.	10/1/2019	10/4/2019		1						
121	Establish a registration link for Third MHS Summit, incorporating link into outreach flyer.	10/1/2019	10/4/2019					1			
122	Establish Third MHS Summit Flyer, providing an update on progress to date and an invitation to participate.	10/1/2019	10/4/2019		2						
123	Distribute MHS Summit Flyer through network identified by First 5 and Leadership Team.	10/7/2019	10/8/2019					2			
124	Track registration for Third MHS Summit, reaching out to First 5 and Leadership Team members as necessary to encourage partner participation.	10/10/2019	11/8/2019	2	6				4		
125	Establish MHS Summit materials to include agenda, PowerPoint, handouts, Tags, Sign-in sheets, etc.	11/11/2019	11/15/2019	2	6				4		Includes time and expenses to copy and ship materials to San Bernardino
126	GSR Summit materials.	11/18/2019	11/20/2019				3				
127	Facilitate Third MHS Summit to review completed strategic plan, identify opportunities for future implementation and discuss ways to support ongoing communication.	11/25/2019	11/29/2019	6	6		6				
128	Travel necessary to facilitate Third MHS Summit.	11/25/2019	11/29/2019	4.5	4.5		4.5				1/2 Travel Time Charged
129	Document take-always from summit and provide to First 5, Leadership Team and Workgroup.	12/2/2019	12/6/2019		4						
130	Present Strategic Plan to First 5 Commission.	12/1/2019	12/20/2019	2							

Subtotal for phase - hours

106.5 136.5 36 28.5 5 12 0

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Hettie Ploeger	Marika Baren	Kelly Marschall	Claudia Montoya	Sierra Rich	Peter Marschall	
	Subtotal for phase - professional fees			\$15,442.50	\$15,697.50	\$2,700.00	\$4,987.50	\$375.00	\$660.00	\$0.00	\$39,862.50
PHASE 5: Project Management and Communications											
Project Communications											
131	Communication and coordination between SEI and First 5 for issues related to contracting, project management, or accounting, etc.	11/1/2018	12/31/2019	14							1 hours per month
132	Communication and coordination between SEI and the Leadership Team or Workgroups throughout the project.	11/1/2018	12/31/2019	14	14						2 hours per month
133	Communication and coordination between SEI team members to share knowledge, coordinate tasks, or clarify deliverables.	11/1/2018	12/31/2019	14	14	14	14	14	14		
Project Management											
134	Tracking and management of project tasks and timelines.	11/1/2018	12/31/2019	14							1 hour per month
135	Allowance for monthly project team meetings to discuss progress of tasks and timelines and to share information.	11/1/2018	12/31/2019	14	14	14	14	14	14		1 hour per month per team member.
136	Develop monthly invoices and status reports for First 5 San Bernardino.	11/1/2018	12/31/2019	14				42		42	6 hours per month to generate, 1 hour per month to review and approve.
Contingencies											

Task #	Task	Start Date	End Date	Hours and Resources							Notes/Description
				Lisa Watson	Hettie Ploeger	Marika Baren	Kelly Marschall	Claudia Montoya	Sierra Rich	Peter Marschall	
137	This is an allowance to account for potential changes in the scope of work.	11/1/2018	12/31/2019	24	24	24	24				This could involve additional outreach / communications with project stakeholders, time to conduct additional research, travel to accommodate meetings that cannot be bundled, or iterations of deliverables if significant revisions are requested by First 5, Leadership and/or workgroups.
Subtotal for phase - hours				108	66	52	52	70	28	42	
Subtotal for phase - professional fees				\$15,660.00	\$7,590.00	\$3,900.00	\$9,100.00	\$5,250.00	\$1,540.00	\$6,090.00	\$49,130.00

Total Contract Term (November 2018 – December 2019)	Total Hours	Professional Fees	Expenses	Total Cost
PHASE 1: Project Organization & Kick-Off	97	\$11,415.00	\$2,407.00	\$13,822.00
PHASE 2: Infrastructure Development	113	\$14,133.00	\$5,458.00	\$19,591.00
PHASE 3: Assets and Gaps Analysis	438	\$49,240.00	\$8,334.00	\$57,574.00
PHASE 4: Strategic Plan Development	325	\$39,862.00	\$14,437.00	\$54,299.00
PHASE 5: Project Management & Communications	418	\$49,130.00	\$2,742.00	\$51,872.00
Totals	1,391	\$163,780.00	\$33,378.00	\$197,158.00

Expense Type	Description	Total Cost
Airfare	Estimated 25 total plane flights at an average cost of \$700.00 per trip	\$17,500.00
Lodging	Estimated 31 room nights at an average cost of \$150.00 per night, including room taxes and surcharges	\$4,650.00
Meals	Up to 56 travel days at \$59.00 per day	\$3,304.00
Car rental and gas	Estimated 56 days of car rental at an average cost of \$60.00 per day for rental charges and gas	\$3,360.00
Parking	Estimated 13 days of parking at an average cost of \$28.00 per day	\$364.00
Meeting supplies	3 meetings requiring special supplies, at an average cost of \$50.00 per meeting	\$150.00
Meeting refreshments	\$750 per summit to provide lunch for the whole day meetings.	\$2,250.00
Teleconference services	Leadership and Workgroup meetings for members who cannot attend in person	\$675.00
Copies and printing	Copies for meetings and summits	\$775.00
Shipping costs	Bernardino for leadership team meetings, workgroup meetings and county-wide Summits.	\$350.00
Totals		\$33,378.00

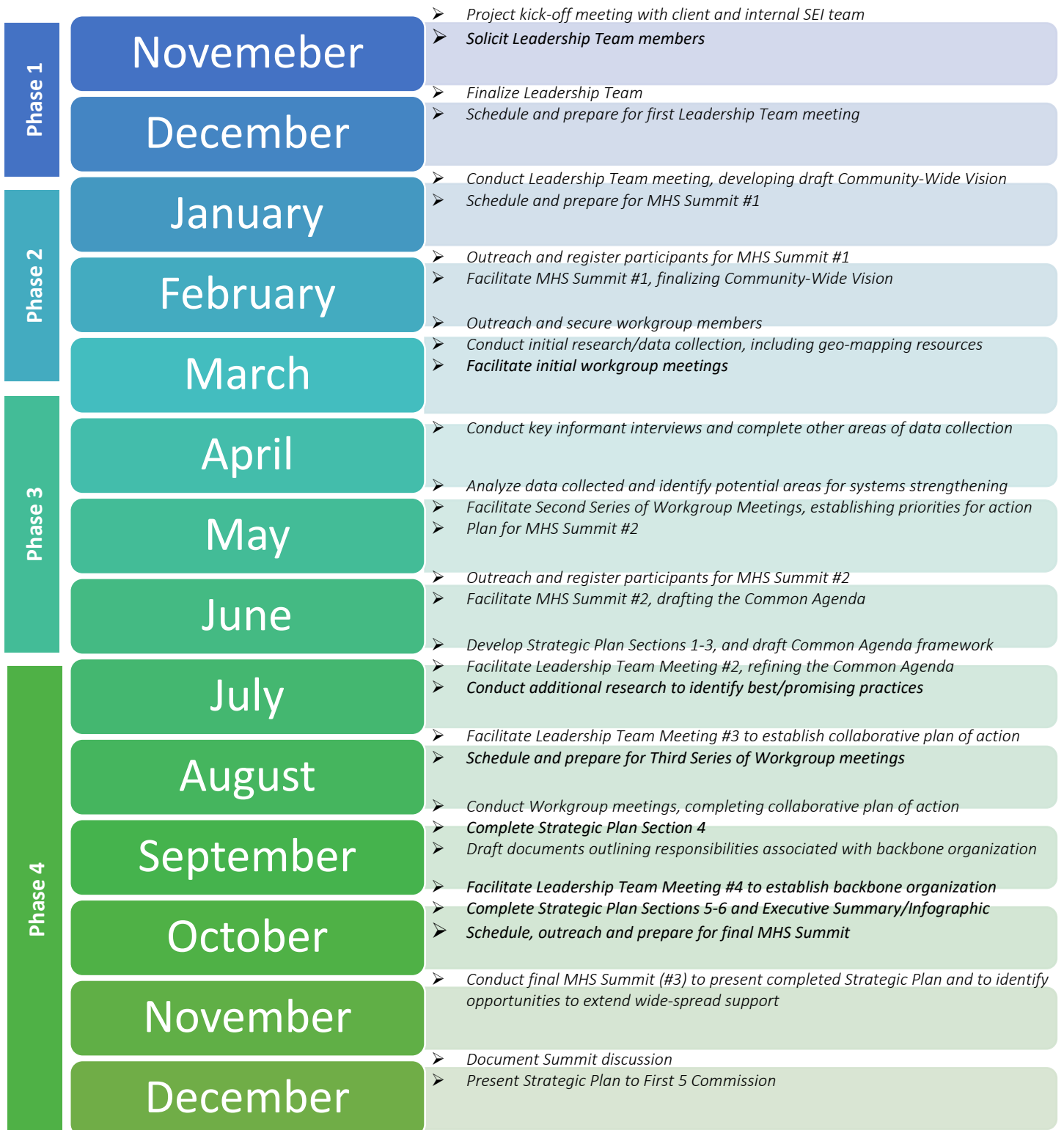
Year 1 (November 2018 – June 2019)	Total Hours	Professional Fees	Expenses	Total Cost
PHASE 1: Project Organization & Kick-Off	97	\$11,415.00	\$2,407.00	\$13,822.00
PHASE 2: Infrastructure Development	113	\$14,133.00	\$5,458.00	\$19,591.00
PHASE 3: Assets and Gaps Analysis	438	\$49,240.00	\$8,334.00	\$57,574.00
PHASE 4: Strategic Plan Development	0	\$0.00	\$0.00	\$0.00
PHASE 5: Project Management & Communications	280	\$33,320.00	\$2,742.00	\$36,062.00
Totals	928	\$108,108.00	\$18,941.00	\$127,049.00

Expense Type	Description	Total Cost
Airfare	Estimated 13 total plane flights at an average cost of \$700.00 per trip	\$9,100.00
Lodging	Estimated 17 room nights at an average cost of \$150.00 per night, including room taxes and surcharges	\$2,550.00
Meals	Up to 30 travel days at \$59.00 per day	\$1,770.00
Car rental and gas	Estimated 30 days of car rental at an average cost of \$60.00 per day for rental charges and gas	\$1,800.00
Parking	Estimated 7 days of parking at an average cost of \$28.00 per day	\$196.00
Meeting supplies	3 meetings requiring special supplies, at an average cost of \$50.00 per meeting	\$150.00
Meeting refreshments	\$750 per summit to provide lunch for the whole day meetings.	\$2,250.00
Teleconference services	Leadership and Workgroup meetings for members who cannot attend in person	\$500.00
Copies and printing	Copies for meetings and summits	\$450.00
Shipping costs	Bernardino for leadership team meetings, workgroup meetings and county-wide Summits.	\$175.00
Totals		\$18,941.00

Year 2	Total Hours	Professional Fees	Expenses	Total Cost
(July 2019 – December 2019)				
PHASE 1: Project Organization & Kick-Off				\$0.00
PHASE 2: Infrastructure Development				\$0.00
PHASE 3: Assets and Gaps Analysis				\$0.00
PHASE 4: Strategic Plan Development	325	\$39,862.00	\$14,437.00	\$54,299.00
PHASE 5: Project Management & Communications	138	\$15,810.00	\$0.00	\$15,810.00
Totals	463	\$55,672.00	\$14,437.00	\$70,109.00

Expense Type	Description	Total Cost
Airfare	Estimated 12 total plane flights at an average cost of \$700.00 per trip	\$8,400.00
Lodging	Estimated 14 room nights at an average cost of \$150.00 per night, including room taxes and surcharges	\$2,100.00
Meals	Up to 26 travel days at \$59.00 per day	\$1,534.00
Car rental and gas	Estimated 26 days of car rental at an average cost of \$60.00 per day for rental charges and gas	\$1,560.00
Parking	Estimated 6 days of parking at an average cost of \$28.00 per day	\$168.00
Meeting supplies		\$0.00
Meeting refreshments		\$0.00
Teleconference services	Leadership and Workgroup meetings for members who cannot attend in person	\$175.00
Copies and printing	Copies for meetings and summits	\$325.00
Shipping costs	Bernardino for leadership team meetings, workgroup meetings and county-wide Summits.	\$175.00
Totals		\$14,437.00

Attachment C. Timeline and Deliverables



Phase 5 intersects throughout all phases of the project with monthly status reports to document milestones



Program Outline Document 2018-2019

AGENCY INFORMATION

Contract #: IC035

Legal Entity: Social Entrepreneurs, Inc.

Dept./Division: _____

Project Name: _____

Address: 6548 South McCarran Boulevard, Suite B
Reno, NV 89509

Phone #: (775) 324-4567

Website: www.socialent.com

Fax #: (775) 324-4941

Program Site Address: 6548 South McCarran Boulevard, Suite B
Reno, NV 89509
Choose an item.

Client Referral
Phone # N/A

CONTACT INFORMATION

SIGNING AUTHORITY

Name: Kelly A. Marschall

Title: President and Principal

Address: 6548 South McCarran Boulevard, Suite B
Reno, NV 89509

Direct Phone #: (775) 324-4567

Fax #: (775) 324-4941

E-Mail: kmarschall@socialent.com

CONTRACT REPRESENTATIVE

Name: Kelly A. Marschall

Title: President and Principal

Address: 6548 South McCarran Boulevard, Suite B
Reno, NV 89509

Direct Phone #: (775) 324-4567

Cell #: (775) 846-0155

Fax #: (775) 324-4941

E-Mail: kmarschall@socialent.com

PROGRAM CONTACT

Name: Lisa Watson

Title: Client Services Manager

Address: 6548 South McCarran Boulevard, Suite B
Reno, NV 89509

Direct Phone #: (425) 242-0541

Fax #: (775) 324-4941

E-Mail: lwatson@socialent.com

FISCAL CONTACT

Name: Peter Marschall **Title:** Operations Manager

Address: 6548 South McCarran Boulevard, Suite B **Direct Phone #:** (775) 324-4567
Reno, NV 89509

Fax #: (775) 324-4941

E-Mail: pmarschall@socialent.com

ADDITIONAL CONTACT (Describe): Program

Name: _____ **Title:** _____

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

Fax #: _____

E-Mail: _____

PROGRAM INFORMATION**TYPE OF AGENCY**

☐ **Educational Institution** **Describe:** Choose an item.

☐ **Government Agency** **Describe:** Choose an item.

☒ **Private Entity/Institution** **Describe:** For Profit

☐ **Community-Based** **Describe:** Choose an item.

FIRST 5 FOCUS AREA

☒ **Health**

☐ **Education**

☐ **Family**

☒ **Systems**

STRATEGY

☒ **Early Screening and Intervention**

☒ **Health Care Access**

☒ **Oral Health**

☐ **Early Education Programs**

☐ **Access to Quality Child Care**

☐ **Parent Education**

☐ **Resource Center & Case Management**

☒ **Integrated Systems Planning & Implementation**

☒ **Countywide Information Referral Systems**

☐ **Organizational Capacity Building**

☒ **Health & Safety Education**

☐ **Other:**

☐ **Quality Provider Programs**

☐ **Other:**

☐ **Other:**

☐ **Community Outreach**

☐ **Other:**

PROGRAM DESCRIPTION

Social Entrepreneurs, Inc. serves as Project Consultant of the First 5 Maternal Health Systems contract.

SERVICE AREA (LOCATIONS)

Countywide

Strategic Priority Area 1: Child Health

Goal 1.1 Child Health:

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

- **Objective 1.1.c**

Children are born healthy Connect expectant parents with quality prenatal care and education

Strategic Priority Area 2: Systems & Network

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

Work with the community and stakeholders from multiple sectors in support of the countywide goal of supporting all children from cradle-to-career.

- **Objective 2.1.a**

Systems and services effectively support and engage children, families and communities. Identify and strategically align resources countywide.

- **Objective 2.1.b**

Families, providers and stakeholders collaborate effectively to improve the well-being of the child. Develop, create, and support or coordinate opportunities for collective impact.

ASSIGNED ANALYST: Renee Jones

CONTRACT AMOUNT

Fiscal Year	Amount
2018-2019	\$ 124,048
2019-2020	\$ 70,109
Total	\$ 197,158



AGENDA ITEM 9
October 31, 2018

Subject	Prevent Child Abuse Through Home Visitation (PATH) Program with Prevent Child Abuse California (PCA CA) for AmeriCorps Service Contract 2018-2019.
Recommendations	<p>A. Approve revised Letter of Intent to increase the AmeriCorps members living allowance for three (3) previously approved 1,700-hour (full-time) services members to (PATH) program.</p> <p>B. Approve (1) year contract with Prevent Child Abuse California (PCA CA) for three (3) AmeriCorps service member positions to provide home visitation through the (PATH) Program at a cost not to exceed \$54,840.00 in matching funds for Fiscal Year 2018-2019.</p> <p>C. Approve Memorandum of Understanding (MOU) with (PCA CA) for Fiscal Year 2018-2019 for AmeriCorps service member mileage reimbursement in an amount not to exceed \$15,000.00</p> <p>(Presenter: Wendy Lee, Staff Analyst II, 252-4254)</p>
Financial Impact	\$69,840 for Fiscal Year 2018-2019.
Background Information	<p>Since 2009, First 5 San Bernardino (F5SB) has successfully partnered with Prevent Child Abuse California (PCA CA) by investing matching dollars to support AmeriCorps positions providing school readiness activities in preschools throughout San Bernardino County. In 2017, F5SB expanded that partnership by participating in the pilot of the Prevent Abuse Through Home Visitation (PATH) Program. Through PATH, four (4) AmeriCorps Service Members provided home visitation utilizing the Nurturing Parenting Program (NPP) home visitation curriculum as part of the F5SB strategic plan.</p> <p>During the pilot year Fiscal Year 2017-2018, (PATH) AmeriCorps service members were assigned to host site agencies contracted to provide the Family and Community Support and Partnerships (FCSP) initiative that has been operational since 2015. Moses House Ministries serving the High Desert, Reach Out serving the West End, and Building A Generation serving the Central Valley served as the host sites. AmeriCorps (PATH) service members provided home visitation utilizing the Nurturing Parenting Program (NPP) curriculum and light touch referral resources to 30 families and 54 children between the ages of 0-5 in San Bernardino County.</p> <p>For the 2018-2019 Fiscal Year, members will be assigned to First 5 San Bernardino as a reporting site. This change was due to a need for more oversight over the AmeriCorps service members' activities by First 5 San Bernardino staff. AmeriCorps service members will continue providing the (NPP) home visitation model curriculum. In addition the Matrix Outcomes Model (MOM) will be used to guide structured case management and the Ages & States Questionnaire-3 (ASQ-3) will be used to screen for developmental delays. These additions will further improve parenting and family functioning to create healthy environments for the optimal development of all children in the home.</p> <p>The (PATH) program is partially funded by a federal grant that was awarded to (PCA CA) to expand their successful Birth and Beyond home visiting program state wide. F5SB's share of cost is \$18,280 per 1,700 hours (full-time) for a total in the amount of \$54,840.for Fiscal Year 2018-2019 for three (3) full-time AmeriCorps service</p>

members. This member cost includes a Living Allowance, FICA, Worker Comp, Health Care, Background Checks, Payroll Processing, Data Collection Systems, Member Training Costs, Administrative Costs, Program Supplies and an Education Award. Healthcare coverage costs are included; however, if a member chooses not to enroll in healthcare coverage that amount will not be expended in the contract.

In addition, F5SB seeks Commission approval of Memorandum of Understanding with (PCA CA) to reimburse the AmeriCorps Services Members' mileage. Mileage reimbursement is calculated at the current federal rate of \$0.545 and shall not exceed \$15,000 for Fiscal Year 2018-2019.

Review

Sophie Akins, Commission Counsel

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



October 29, 2018

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

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

Commissioners

Dear Summer,

Maxwell
Ohikhuare, M.D.
Chair

This letter is to express our intent to participate in Prevent Abuse Through Home Visitation during the 2018/2019 program year with an anticipated start date of October 1, 2018 or later. First 5 San Bernardino intends to recruit/enroll the following number of AmeriCorps members:

# of 900-HR Members:		# of 1,700-HR Members:	3
----------------------	--	------------------------	---

Elliot Weinstein,
M.D.
Vice-Chair

First 5 San Bernardino understands and agrees that the cash match contribution for this slot allocation is **\$54,840.00**. First 5 San Bernardino further understands and agrees that it will be necessary to enter into contract with Prevent Child Abuse California, and that the contract will be submitted to First 5 San Bernardino in the immediate future. Once the contract has been executed, we agree to the invoicing schedule below:

Alan H. Garrett
Commissioner

Margaret Hill
Commissioner

James Ramos
Commissioner

CaSonya Thomas
Commissioner

Paul Vargas
Commissioner

Corresponding Month(s)	Invoice to be Sent	Invoice due to PCA CA	Amount Due*
October 2018	By October 31st	NET 30	\$ 6,900.00
October 2018	By November 15th	NET 30	\$ 3,687.69
November 2018	December 15th	Net 30	\$ 3,687.69
December 2018	January 15th	Net 30	\$ 3,687.69
January 2019	February 15th	Net 30	\$ 3,687.69
February 2019	March 15th	Net 30	\$ 3,687.69
March 2019	April 15th	Net 30	\$ 3,687.69
April 2019	May 15th	Net 30	\$ 3,687.69
May 2019	June 15th	Net 30	\$ 3,687.69
June 2019	July 15th	Net 30	\$ 3,687.69
July 2019	August 15th	Net 30	\$ 3,687.69
August 2019	September 15th	Net 30	\$ 3,687.69
September 2019	October 15th	Net 30	\$ 3,687.69
October 2019	November 15th	Net 30	\$ 3,687.69
Total:			\$54,840.00

Sincerely,

Karen E. Scott

Signature

Karen E. Scott

Print Name

Executive Director

Title

CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

735 EAST CARNEGIE DRIVE, SUITE 150, SAN BERNARDINO, CALIFORNIA 92408

909.386.7706 FAX 909.386.7703 WWW.FIRST5SANBERNARDINO.ORG

2018/2019 PATH MATCH & MATCH CERTIFICATION

AGENCY INFORMATION

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

CASH MATCH

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

Term of Service	Tier	# of Members	Living Allowance	Non-Refundable Member Enrollment Cost	Total Non-Refundable Member Enrollment Cost	Cash Match	Total Cash Match
1700	2	3	\$20,900	\$2,300	\$6,900.00	\$47,940	\$54,840
				Subtotal Non-Refundable Member Enrollment Cost=	\$6,900.00	Maximum Amount of AmeriCorps Contract=	\$54,840

NON-FEDERAL CASH MATCH CONTRIBUTION

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

SOURCE	AMOUNT
Prop 10 Tobacco Tax	\$ 54,840.00
Subtotal	\$ 54,840.00

FEDERAL MATCH CONTRIBUTION (NON-CNCS), IF APPLICABLE

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

NAME OF FEDERAL AGENCY	GRANT OR CONTRACT NUMBER	CFDA OR "N/A" IF CONTRACT	AMOUNT
Subtotal			\$ -

IN-KIND CONTRIBUTION, IF APPLICABLE

Please indicate staff members of Lead Agency and/or Service Site(s) who will be responsible for supervision of AmeriCorps members. You must provide the following information for each staff member: total annual salary per budget and percentage of time allocated to AmeriCorps. **NOTE: AMOUNTS LISTED IN**

STAFF MEMBER	STAFF TITLE	ANNUAL SALARY	% OF TIME ALLOCATED TO AMERICORPS	VALUE
				\$ -
Subtotal				\$ -

CERTIFICATION

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

Karen E. Scott, Executive Director
Authorized Certifying Official Name

 10/29/2018
Signature/Date

909-252-4252

Telephone Number (with extension, if applicable)

Prevent Abuse Through Home Visitation AmeriCorps Contract

1. This Contract is entered into between Prevent Child Abuse California and the Subcontractor named below: First 5 San Bernardino																					
2. Subcontractor's D-U-N-S Number: 841114882																					
3. CFDA Name: AmeriCorps																					
4. CFDA Number: 94.006																					
5. The Term of this Contract is: October 1, 2018 through September 30, 2019																					
6. The maximum amount of this Contract shall not exceed: \$54,840.00																					
7. Number of 1,700-hour AmeriCorps members to be enrolled and retained: 3																					
8. Number of 900-hour AmeriCorps members to be enrolled and retained: 0																					
9. Last date to enroll 1,700-hour AmeriCorps members: December 1, 2018																					
10. Last date to enroll 900-hour AmeriCorps members: April 1, 2019																					
11. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:																					
Exhibit A:	2018 Terms and Conditions for AmeriCorps State and National Grants ("CNCS Terms and Conditions"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.nationalservice.gov/resources/terms-and-conditions-cnscs-grants																				
Exhibit B:	45 CFR Chapter XXV, Sections 2520 – 2550 ("45 CRF XXV"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.ecfr.gov/cgi-bin/text-idx?ID=9e5466ae66b0b60241f448502b41433b&mc=true&tpl=/ecfrbrowse/Title45/45chapterXXV.tpl																				
Exhibit C:	Terms and Conditions																				
Exhibit D:	Match Contribution																				
Exhibit E:	Program Scope of Services																				
Attachment E-1:	2018/2019 Performance Measures ("Performance Measures")																				
Attachment E-2:	2018/2019 AmeriCorps Member Living Allowance Schedule ("Living Allowance Schedule")																				
Exhibit F:	CaliforniaVolunteers Assurances and Certifications																				
Exhibit G:	CAP Center AmeriCorps Supervisor Program Manual 2018-2019 ("Supervisor Program Manual"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.capamericorps.weebly.com																				
12. Contract Number: 3-CM-PSB-FSB-18-19																					
13. Program Year: 2018/2019																					
<table border="1"> <tr> <th>FIRST 5 SAN BERNARDINO: ("SUBCONTRACTOR")</th> <th>PREVENT CHILD ABUSE CALIFORNIA ("PCA CA")</th> </tr> <tr> <td>Signature _____ Date _____</td> <td>Sheila Boxley, President and CEO _____ Date _____</td> </tr> <tr> <td>Print Name and Title _____</td> <td>Stephanie Biegler, Chief Program Officer _____ Date _____</td> </tr> <tr> <td>Fiscal Contact Name and Title _____</td> <td></td> </tr> <tr> <td>Approved as to Content: _____</td> <td></td> </tr> <tr> <td>Department Head Signature (If Applicable) _____</td> <td></td> </tr> <tr> <td>Approved as to Form: _____</td> <td></td> </tr> <tr> <td>Print Name and Title _____</td> <td></td> </tr> <tr> <td>735 E. Carnegie Drive, Suite 150</td> <td>4700 Roseville Road, Suite 102</td> </tr> <tr> <td>San Bernardino, CA 92408-3574</td> <td>North Highlands, CA 95660</td> </tr> </table>		FIRST 5 SAN BERNARDINO: ("SUBCONTRACTOR")	PREVENT CHILD ABUSE CALIFORNIA ("PCA CA")	Signature _____ Date _____	Sheila Boxley, President and CEO _____ Date _____	Print Name and Title _____	Stephanie Biegler, Chief Program Officer _____ Date _____	Fiscal Contact Name and Title _____		Approved as to Content: _____		Department Head Signature (If Applicable) _____		Approved as to Form: _____		Print Name and Title _____		735 E. Carnegie Drive, Suite 150	4700 Roseville Road, Suite 102	San Bernardino, CA 92408-3574	North Highlands, CA 95660
FIRST 5 SAN BERNARDINO: ("SUBCONTRACTOR")	PREVENT CHILD ABUSE CALIFORNIA ("PCA CA")																				
Signature _____ Date _____	Sheila Boxley, President and CEO _____ Date _____																				
Print Name and Title _____	Stephanie Biegler, Chief Program Officer _____ Date _____																				
Fiscal Contact Name and Title _____																					
Approved as to Content: _____																					
Department Head Signature (If Applicable) _____																					
Approved as to Form: _____																					
Print Name and Title _____																					
735 E. Carnegie Drive, Suite 150	4700 Roseville Road, Suite 102																				
San Bernardino, CA 92408-3574	North Highlands, CA 95660																				

EXHIBIT C

TERMS AND CONDITIONS

I. Time

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

II. AmeriCorps

A. The Prevent Abuse Through Home Visitation (PATH) program is a federally funded AmeriCorps program.

B. Individuals enrolled to provide service under the PATH program will be known as AmeriCorps members, and are the resource being provided.

III. Compliance with Federal Requirements

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

- A. CNCS Terms & Conditions, incorporated into this Contract by reference as Exhibit A;
- B. 45 CFR XXV, incorporated into this Contract by reference as Exhibit B;
- C. All Assurances and Certifications contained in Exhibit F, CV Assurances and Certifications;
- D. All applicable federal statutes, regulations, and guidelines; and
- E. Subpart E, 2 C.F.R. Part 200.400.

IV. Scope of Services

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

V. PCA CA'S Obligation Subject to Availability of Funds

PCA CA's obligation under this Contract is subject to the availability of authorized funds. **PCA CA** may terminate this Contract, or any part of the Contract work, without prejudice to any right or remedy of **PCA CA**, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, **PCA CA** may, upon written notice to **SUBCONTRACTOR**:

- A. Terminate this Contract in whole or in part; or,
- B. Offer a contract amendment reflecting the reduced funding.

VI. Termination without Cause

- A. This Contract may be terminated by either party without cause upon thirty (30) calendar days written notice to the other party.
- B. If the Contract is terminated for non-appropriation:
 - 1. **SUBCONTRACTOR** shall be released from any obligation to provide further services pursuant to this Contract after the effective date of termination.
 - 2. Prior to termination of this Contract, **SUBCONTRACTOR** will make

reasonable efforts to identify a new or existing contractor to host all of **SUBCONTRACTOR**'s active AmeriCorps members and to assume the remaining cash match contribution for said AmeriCorps members amongst those county Children and Families Commissions or community based organizations then participating in the First 5 Association of California. Furthermore, **SUBCONTRACTOR** agrees to assist with the transition of any active AmeriCorps members to First 5 Commission service sites or programs.

VII. Termination for Cause

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

VIII. Signature Authority

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

IX. Mutual Indemnification

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

X. Independent Contractor

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

XI. Conflict of Interest

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

- B. The parties have an affirmative duty to disclose to each other in writing the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

XII. Subcontracting

If **SUBCONTRACTOR** contracts with another organization to either administer or host AmeriCorps members, the contract must incorporate 45 CFR XXV, and the CNCS Terms & Conditions, and require that such provisions are binding upon the contractor. **SUBCONTRACTOR** shall be responsible for contractor's compliance with these regulations. **SUBCONTRACTOR** must provide a copy of the contract to **PCA CA** within fifteen (15) business days of execution, and must be approved by **PCA CA** no less than forty-five (45) calendar days prior to the start of this Contract. Any such contract shall not serve to release **SUBCONTRACTOR** from any obligation under this Contract.

XIII. Drug Free Workplace

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

XIV. Safety Standards

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

XV. Nondiscrimination

- A. It is the policy of **PCA CA** to assure all persons of equal rights and opportunities with respect to serving in this program. A person, including an AmeriCorps member, a community beneficiary, or program staff, may not, on the grounds of race, color, national origin, sex, age, political affiliation, sexual orientation, disability, in most cases religion, or any other bases protected by federal, state, or local law, or ordinance or regulation, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, directly or through contractual or other arrangements, under any program or activity receiving federal financial assistance. **PCA CA** will not retaliate against any person who, or organization that, files a complaint about such discrimination.
- B. Further, in fulfilling their duties and responsibilities under this Contract, the parties shall not discriminate against their employees, AmeriCorps members, or AmeriCorps applicants, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

XVI. Insurance

- A. Under California Labor Code Sections 3351 to 3352(j) inclusive, **PCA CA** shall obtain Workers' Compensation insurance for **SUBCONTRACTOR**'s AmeriCorps members.
- B. **SUBCONTRACTOR** shall obtain and maintain in full force and effect during the performance of the work the types of insurance listed in Section XVI.C below.
 - 1. All insurance shall be provided by insurance companies acceptable to **PCA CA**.

2. Insurance companies shall be rated no lower than A:VIII as published in the most current edition of "Best's Key Rating Guide".
 3. **SUBCONTRACTOR**'s Insurance shall be primary and non-contributory with **PCA CA**'s insurance.
 4. Policies shall provide that they may not be canceled, changed, or not renewed without at least thirty (30) days written notice to **PCA CA**.
- C. Types of insurance:
1. Comprehensive General Liability Insurance which includes products/completed operations, independent contractors, contractual liability, and broad form property damage coverages with a combined single limit of not less than \$1,000,000 per occurrence, and not less than \$2,000,000 aggregate.
 - a. **SUBCONTRACTOR** shall furnish to **PCA CA** a separate endorsement evidencing **PCA CA**'s additional insured status on the policy.
 - b. **SUBCONTRACTOR**'s Comprehensive General Liability Insurance shall specifically state "Prevent Child Abuse California is named as additional insured under the above policy."
 2. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 per occurrence.
 3. Professional Liability Insurance or Errors and Omissions Insurance with a limit of not less than \$1,000,000, if **SUBCONTRACTOR** employs licensed clinicians or therapists, or provides counseling services in relation to this Contract.
 - a. If **SUBCONTRACTOR** (or its Contractor) does not employ licensed clinicians or therapists, and does not provide counseling services in relation to this Contract, **SUBCONTRACTOR** may submit a statement to **PCA CA** in writing, and will be relieved of this requirement.
 - b. Directors and Officers Insurance will not be accepted in lieu of Professional Liability Insurance or Errors and Omissions Insurance.
 4. **PCA CA**, reserves the right, in its sole discretion, to require higher limits of liability coverage, if, in **PCA CA**'s opinion **SUBCONTRACTOR**'s past experience or performance indicates a higher than normal level of risk.
- D. The following Additional Insured Endorsements are acceptable:
1. Insurance Services Office ("ISO"), or same wording on insurance company forms:
 - a. Commercial General (CG) 2010
 - b. Commercial General (CG) 2037
 - c. Commercial General (CG) 2011
 - d. Commercial General (CG) 2026
 2. NIAC-E32 05 11, If **SUBCONTRACTOR** is insured by the Nonprofit Insurance Alliance of California ("NIAC").
 3. PI-GLD-HS (04/07), if **SUBCONTRACTOR** is insured by Philadelphia Insurance Companies.
- E. Submission of Documentation:
1. **SUBCONTRACTOR** shall furnish any and all required Certificates of Insurance and separate Additional Insured Endorsements to **PCA CA** no

less than ten (10) business days prior to the commencement of work hereunder.

2. **SUBCONTRACTOR** shall continue to provide **PCA CA** with subsequent Certificates of Insurance and separate Additional Insured Endorsements evidencing uninterrupted compliance with these insurance requirements throughout the term of this Contract.

XVII. Ownership of AmeriCorps Training Curricula and Materials

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

XVIII. Audit/Review Requirements

- A. **SUBCONTRACTOR** shall submit to **PCA CA** on an annual basis either;
 1. A financial and compliance audit ("Audit"), or
 2. A limited scope audit ("Review") as determined by Sections XVIII.B and XVIII.C of this provision.
- B. An independent auditor must perform the Audit or Review. Audits shall be conducted in accordance with the provisions of Subpart E, 2 C.F.R. Section 200.400 for agencies, standards promulgated by the American Institute of Certified Public Accountants ("AICPA"), and those standards included in *Government Auditing Standards, 2007 Revision*.
- C. The Audit/Review shall be performed on the basis of **SUBCONTRACTOR**'s fiscal year. The reconciliation of cost report data shall also be based on **SUBCONTRACTOR**'s fiscal year. If this Contract is terminated for any reason during the contract period, the independent Audit/Review shall cover the entire period of the Contract for which services were provided.
- D. **SUBCONTRACTOR** must submit to **PCA CA** one (1) copy of the Audit/Review, as described in Subpart E, 2 C.F.R. Section 200.400, within:
 1. Thirty (30) days after receipt of the auditor's report(s), or
 2. Six (6) months following expiration or termination of this Contract, whichever is earlier.
- E. Should there be any delay anticipated, **SUBCONTRACTOR** shall immediately notify **PCA CA** in writing of the delay, and the anticipated submission date.
- F. **SUBCONTRACTOR** shall send, or cause to be sent, the Audit/Review to **PCA CA**'s mailing address as listed on the AmeriCorps Contract.
- G. **PCA CA** shall examine the Audit/Review submitted by **SUBCONTRACTOR**. Should **PCA CA** note any deficiencies in the Audit/Review, **PCA CA** shall notify **SUBCONTRACTOR**. In this case, **SUBCONTRACTOR** will be required to submit an action plan detailing how **SUBCONTRACTOR** will address the deficiencies. **SUBCONTRACTOR** shall correct all deficiencies within six (6) months of the date that the Audit/Review was received by **SUBCONTRACTOR** from its independent auditor, as required by Federal regulations. **SUBCONTRACTOR** shall provide evidence of the corrected deficiencies to **PCA CA**.

XIX. Unforeseen Circumstances

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

XX. Notice

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

XXI. Nonrenewal

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

XXII. Changes and Amendments

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

XXIII. Choice of Law

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

XXIV. Health Insurance Portability and Accountability Act

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

XXV. Prohibited Activities

- A. Corporation for National and Community Service ("CNCS") Prohibited Activities

1. Supplantation. CNCS assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive CNCS support.
2. Religious use. CNCS assistance may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization.
3. Political activity. CNCS assistance may not be used by program participants or staff to assist, promote, or deter union organizing; or finance, directly or indirectly, any activity designed to influence the outcome of a Federal, State, or local election to public office.
4. Contracts or collective bargaining agreements. CNCS assistance may not be used to impair existing contracts for services or collective bargaining agreements.
5. Nonduplication. CNCS assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (6) of this section are met, CNCS assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.
6. Nondisplacement.
 - a. **SUBCONTRACTOR** (or its Contractor) may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving CNCS assistance.
 - b. **SUBCONTRACTOR** (or its Contractor) may not displace a volunteer by using a participant in a program receiving CNCS assistance.
 - c. A service opportunity will not be created under this section that will infringe in any manner on the promotional opportunity of an employed individual.
 - d. An AmeriCorps member in a program receiving CNCS assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
 - e. An AmeriCorps member in any program receiving assistance under 45 CFR Chapter XXV §2540.100 may not perform any services or duties, or engage in activities, that—
 - (1). Will supplant the hiring of employed workers; or
 - (2). Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
 - f. An AmeriCorps member in any program receiving assistance under 45 CFR Chapter XXV §2540.100 may not perform services or duties that have been performed by or were assigned to any—
 - (1). Presently employed worker;
 - (2). Employee who recently resigned or was discharged;

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

- (1). Performing abortions. *
 - (2). Being present in the room during an abortion in support of the woman or the procedure. *
 - (3). Obtaining or providing medications to induce a medical abortion. *
 - k. Providing abortion services or referrals for receipt of such services; and
 - l. Such other activities as CNCS may prohibit.
 8. AmeriCorps members may not raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment.
 9. AmeriCorps members may not write a grant application to CNCS or to any other Federal agency.
 10. Individuals may exercise their rights as private citizens and may participate in the activities listed in Section XXV.A.7.a.-k. on their own initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.
 11. Additionally, **PCA CA** requests that members do not otherwise identify themselves as AmeriCorps members if engaging in any of the activities listed in Section XXV.A.7.a.-k. on their own time.
- B. **PCA CA Prohibited Activities.**
1. AmeriCorps members may not engage in, and therefore, not record hours in fundraising activities while serving in the AmeriCorps program.
 2. **SUBCONTRACTOR** must not employ **SUBCONTRACTOR's** AmeriCorps members in any capacity while **SUBCONTRACTOR's** AmeriCorps members are providing service under a **PCA CA** Member Contract.
 3. **SUBCONTRACTOR's** AmeriCorps members must not transport clients, children, and/or families in their personal automobile during service hours unless authorized by **PCA CA, SUBCONTRACTOR, SUBCONTRACTOR's** contractor (if applicable), and the Service Site in writing.
 4. **SUBCONTRACTOR's** AmeriCorps members must not have contact with clients during non-service hours. Exceptions will only be made with the prior written approval of **SUBCONTRACTOR, PCA CA, and the Service Site.**
 5. **SUBCONTRACTOR's** AmeriCorps members must not participate in gambling during service hours.
 6. **SUBCONTRACTOR's** AmeriCorps members must not steal/take AmeriCorps or Service Site property, or the property of another.
 7. During service hours or while in uniform, **SUBCONTRACTOR's** AmeriCorps members must not purchase, consume, or serve alcohol or drugs at any time.

XXVI. Waiver

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

XXVII. Inspection and Examination

- A. Authorized representatives of **PCA CA** may inspect and/or examine **SUBCONTRACTOR's** performance, place of business, and/or records pertaining to this Contract. **SUBCONTRACTOR** agrees to maintain such records for

- possible inspection/examination for a period of not less than seven (7) years following termination or expiration of this Contract. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or volunteers who might reasonably have information related to such records.
- B. Authorized representatives of **SUBCONTRACTOR** may inspect and/or examine **PCA CA**'s performance, place of business, and/or records pertaining to this Contract. **PCA CA** agrees to maintain such records for possible inspection/examination for a period of not less than seven (7) years following termination or expiration of this Contract, unless a longer period of records retention is stipulated. **PCA CA** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or volunteers who might reasonably have information related to such records.
- C. The parties shall be subject to the inspection and examination of the following entities or their designees:
1. CNCS;
 2. CNCS Office of Inspector General;
 3. CaliforniaVolunteers;
 4. California State Auditor; and/or
 5. Any entity with a legal right to inspect or examine.

XXVIII. Grievance Procedure

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

- A. Alternative Dispute Resolution
1. The aggrieved party may seek resolution through alternative means of dispute resolution such as mediation or facilitation. Dispute resolution proceedings must be initiated within forty-five (45) calendar days from the date of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of his or her right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.
 2. If mediation, facilitation, or other dispute resolution processes are selected, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed upon dispute resolution agreement, the proceeding must be confidential.
- B. Grievance Procedure for Unresolved Complaints
- If the matter is not resolved within thirty (30) calendar days from the date the informal dispute resolution process began, the neutral party must again inform the aggrieving party of his or her right to file a formal grievance. In the event an aggrieving party files a grievance, the neutral party may not participate in the formal complaint process. In addition, no communication or proceedings of the informal dispute resolution process may be referred to or introduced into

evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and is not binding unless both parties agree.

C. Time Limitations

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

D. Arbitration

1. Arbitrator

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

2. Time Limits

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

3. The Cost.

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

E. Suspension of Placement

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

F. Remedies

Remedies for a grievance filed under a procedure established by a recipient of CNCS assistance may include:

1. Prohibition of a placement of a participant; and
2. In grievance cases where there is a violation of nonduplication or nondisplacement requirements and the employer of the displaced employee is the recipient of CNCS assistance:
 - a. Reinstatement of the employee to the position he or she held prior to the displacement;
 - b. Payment of lost wages and benefits;

- c. Re-establishment of other relevant terms, conditions and privileges of employment; and
 - d. Any other equitable relief that is necessary to correct any violation of the nonduplication or nondisplacement requirements or to make the displaced employee whole.
- G. Suspension or Termination of Assistance
CNCS may suspend or terminate payments for assistance under this chapter.
- H. Effect of Noncompliance with Arbitration
A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.

XXIX. Compliance with Laws

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

XXX. Disallowed Costs

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

XXXI. Enforcement

If **SUBCONTRACTOR** (or its Contractor) materially fails to comply with the terms and conditions of this Contract and its exhibits, including failure to recruit the contracted number of AmeriCorps members for enrollment in the program, or retain them, **PCA CA** may take one or more of the following actions, as appropriate in the circumstances:

- A. Wholly or partly suspend or terminate the current Contract;
- B. Reduce the number of contracted member positions in future enrollment periods;
or
- C. Impose other remedies that may be legally available.

XXXII. Whistleblower Rights and Remedies

- A. **SUBCONTRACTOR** is required to notify all of its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described at: <http://www.cncsoig.gov/contractor-whistleblower-protection->

0#node-1001. As such, **SUBCONTRACTOR** is required to notify all of its employees that they may not be discharged, demoted, or otherwise discriminated against for disclosing information that an employee reasonably believes is evidence of:

1. Gross mismanagement or waste of a Federal contract or grant;
 2. An abuse of authority relating to a Federal contract or grant (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS);
 3. A substantial and specific danger to public health or safety; or
 4. A violation of law, rule, or regulation related to a Federal contract or grant.
- B. **SUBCONTRACTOR** is required to notify all of its employees that an employee may disclose suspected wrongdoing described above to any of the following:
1. The CNCS Office of Inspector General;
 2. A CNCS employee responsible for contract or grant oversight or management;
 3. A management official or other employee of **SUBCONTRACTOR** who has the responsibility to investigate, discover, or address misconduct; or
 4. An authorized official of the U.S. Department of Justice or other law enforcement agency, a Member of Congress, or a representative of a committee of Congress, or the Government Accountability Office ("GAO").
- C. **SUBCONTRACTOR** is required to notify all of its employees in writing that if an employee believes that he or she has been subjected to reprisal for disclosed wrongdoing described in XXXII.A above, the employee may submit a complaint to the CNCS OIG within three (3) years of the date on which the alleged reprisal took place.
- D. If **SUBCONTRACTOR** contracts with another organization to either administer or host AmeriCorps members, the contract must incorporate the requirement of this section, and require that such provisions are binding upon the contractor. **SUBCONTRACTOR** shall be responsible for contractor's compliance with these regulations.
- E. Neither **SUBCONTRACTOR** (or its Contractor, if applicable) shall require their respective employees to sign or comply with any internal agreements or statements prohibiting or otherwise restricting the lawful reporting of suspected or confirmed compliance issues to any entity authorized to receive such information.

XXXIII. Entire Contract

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

EXHIBIT D **MATCH CONTRIBUTION**

I. Program and Member Costs

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

II. Cash Match Contribution

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

# of 900-HR Members:	0	# of 1,700-HR Members:	3	Tier: 2
Slot Type	Program Operating Cost	Direct Member Cost	Total Member Cost	
3 FT	\$6,900.00	\$47,940.00	\$54,840.00	
Grand Total			\$54,840.00	

III. Invoicing

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

October 2018	By October 31st	Net 30	\$6,900.00
October 2018	By November 30th	Net 30	\$3,687.69
November 2018	December 15th	Net 30	\$3,687.69
December 2018	January 15th	Net 30	\$3,687.69
January 2019	February 15th	Net 30	\$3,687.69
February 2019	March 15th	Net 30	\$3,687.69
March 2019	April 15th	Net 30	\$3,687.69
April 2019	May 15th	Net 30	\$3,687.69
May 2019	June 15th	Net 30	\$3,687.69
June 2019	July 15th	Net 30	\$3,687.69
July 2019	August 15th	Net 30	\$3,687.69
August 2019	September 15th	Net 30	\$3,687.69
September 2019	October 15th	Net 30	\$3,687.69
October 2019	November 15th	Net 30	\$3,687.69
Total:			\$54,840.00

- B. The first invoice is comprised of the Program Operating Cost as listed in Section II.D. above. Program Operating Cost are based on cost to fully run the AmeriCorps program and are non-refundable. Subsequent invoices shall be based on remaining Direct Member Cost. Direct Member cost are divided into monthly payments.
- C. Invoices shall be deemed due and payable within the timeframes listed in Section III.A. above. Invoice amounts are based on 100% enrollment and retention of **SUBCONTRACTOR**'s contracted AmeriCorps member positions. *****The invoicing schedule included above is an estimate based on full participation of enrolled members. Actual monthly invoicing will reflect actual enrollment and active member cost.**
- D. A late fee of 3% of the invoiced amount will be charged to **SUBCONTRACTOR** for payments received after the timeframes listed in the table above, unless the delinquency is a direct result of delays in **PCA CA**'s invoicing process. Invoice due date will be indicated on invoice.
- E. Notwithstanding the above, the invoicing schedule may be adjusted in the following circumstances
1. **SUBCONTRACTOR**'s Failure to Retain AmeriCorps Members.
 - a. In situations where one or more of **SUBCONTRACTOR**'s AmeriCorps members resigns, abandons, or is released from their contracted term of service before their contracted service end date, there will be no refund of Program Operating Costs; however, the Direct Member Cost portion of the cash match contribution will be prorated.
 - b. **PCA CA** will adjust the next scheduled program year-quarterly invoice following the resignation, abandonment, or release of one or more of **SUBCONTRACTOR**'s AmeriCorps members. If all invoices have already been paid by **SUBCONTRACTOR**, **PCA CA** will make an adjustment at the end of the program year.

- c. **SUBCONTRACTOR** should make every effort to refill a vacated AmeriCorps member position by enrolling a new AmeriCorps member.
 - d. If one or more of **SUBCONTRACTOR**'s AmeriCorps members has completed less than 30% of their contracted hours, and has resigned, abandoned, or been released from their term of service, **SUBCONTRACTOR** may refill the member position. **SUBCONTRACTOR** will pay the Program Operating Cost and all applicable Direct Member Cost for the time that the new AmeriCorps member serves in the refilled member position. Adjustments will be made on the next scheduled program year-quarterly invoice.
2. Member position augmentations or refill member positions that involve full-time AmeriCorps members may require additional cash match and an amendment to this Contract.

IV. Special Circumstances

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

V. Increase in Costs

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

VI. In-kind Match Contribution

- A. **SUBCONTRACTOR** (or its Contractor) must provide in-kind support in the form of training, supervision, access to equipment and materials, adequate office space necessary to fulfill obligations under the Member Contract, etc., for each of **SUBCONTRACTOR**'s AmeriCorps members. In-kind support also includes Service Site Supervisor time directly supervising the member, donated goods for member activities and member's project-related transportation and training expenses.
- B. Documentation of in-kind contributions shall consist of:
 1. Copies of functional timesheets, daily activity logs, or time studies; and
 2. General Ledger and Payroll Journal reports supporting the amount of in-kind match being submitted.

EXHIBIT E

PROGRAM SCOPE OF SERVICES

I. Monitoring and Oversight

- A. **PCA CA** will ensure that **SUBCONTRACTOR** collects and organizes performance data on an ongoing basis, tracks progress toward meeting the Performance Measures of the grant, incorporated in this Contract as Attachment E-1, Performance Measures, and corrects performance deficiencies promptly. **PCA CA** is also responsible for managing the day-to-day operations of grant and subgrant supported activities. **PCA CA** will monitor such activities to ensure compliance with applicable Federal requirements and ensure that performance measures are being achieved. In conjunction with requirements of the Corporation for National and Community Service ("CNCS") and CaliforniaVolunteers ("CV"), **PCA CA** develops and provides program administration materials that govern its AmeriCorps programs, such as the Supervisor Program Manual and AmeriCorps Member Handbook. Materials are updated annually, and are distributed to contractors and Service Sites during **PCA CA**'s annual partner conference and/or throughout the year as needed. The materials are also made available to contractors online at: <http://capamericorps.weebly.com>.
- B. As a subgrantee, **SUBCONTRACTOR** must follow and adhere to the various regulations that govern the AmeriCorps program, as well as this Contract. If **SUBCONTRACTOR** places AmeriCorps members at Service Sites, **SUBCONTRACTOR** is responsible for ensuring that Service Sites follow these regulations. Except in instances where the **SUBCONTRACTOR** is the Service Site, **SUBCONTRACTOR** must establish and maintain strong partnerships with Service Sites by clearly defining the roles and responsibilities of the Service Site. **SUBCONTRACTOR** must also provide Service Sites with training regarding the AmeriCorps program including, but not limited to: terminology, requirements, allowable activities, prohibited activities, and progressive discipline. **SUBCONTRACTOR** will provide Service Sites with national service identification and signage for display.
- C. **SUBCONTRACTOR** (or its Contractor) must disseminate programmatic information to Service Sites when requested to do so by **PCA CA**.
- D. **PCA CA** reserves the right to communicate directly with Service Sites and AmeriCorps members in situations that, in **PCA CA**'s sole discretion, require the immediate sharing of critical programmatic information, regulatory changes, known or suspected compliance issues, or opportunities for program improvement.
- E. **PCA CA** will conduct a minimum of one (1) compliance site visit during the term of this Contract. Details of a site visit can be found in the Supervisor Program Manual, incorporated into this Contract by reference as Exhibit G.

II. Recruitment and Eligibility of AmeriCorps Members

- A. **SUBCONTRACTOR** (or its Contractor) is required to recruit the number of contracted AmeriCorps members listed in items 7 and 8, as applicable, of the AmeriCorps Contract for enrollment in the program, and retain them for the duration of their contracted service commitment.
- B. **SUBCONTRACTOR** (or its Contractor) shall create a “service listing” in eGrants, CNCS’ online recruiting system.
- C. **SUBCONTRACTOR** (or its Contractor) agrees to actively seek potential AmeriCorps members from the community in which the program will be conducted. Further, **SUBCONTRACTOR** (or its Contractor) agrees to actively seek to include AmeriCorps members of different:
 - 1. Races and ethnicities;
 - 2. Socioeconomic backgrounds;
 - 3. Educational levels; and
 - 4. Genders.
- D. Pursuant to 45 CFR XXV §2522.200, and requirements of CV and **PCA CA**, **SUBCONTRACTOR** must determine whether applicants for AmeriCorps positions are eligible to serve in the PCA CA AmeriCorps program. Details and documentation requirements can be found in the Supervisor Program Manual, Section 3, Recruitment and Beginning Service, incorporated into this contract by reference as Exhibit G.
- E. **SUBCONTRACTOR** (or its Contractor) must provide reasonable accommodation, including auxiliary aids and services (as defined in section 3(1) of the American Disabilities Act of 1990 (42 U.S.C. 12102(1)) based on the individualized need of an AmeriCorps member who is a qualified individual with a disability (as defined in section 101(8) of such Act (42 U.S.C. 12111(8))).
- F. **SUBCONTRACTOR** (or its Contractor) shall inquire and notify **PCA CA** if an AmeriCorps applicant is concurrently enrolled in another AmeriCorps program.
- G. **SUBCONTRACTOR** (or its Contractor) shall inquire and notify **PCA CA** if an AmeriCorps applicant has previously served in another AmeriCorps program.
- H. Notification of AmeriCorps Applicant Selection:
 - 1. **SUBCONTRACTOR** (or its Contractor) shall notify **PCA CA** regarding selection of AmeriCorps applicants by obtaining and submitting the following eligibility verification documents for review and approval to **PCA CA** by fax or email:
 - a. A copy of the document used to verify whether each of **SUBCONTRACTOR**’s AmeriCorps applicants are a U.S. citizen, national, or lawful permanent resident;
 - b. A copy of a government-issued photo ID for each AmeriCorps applicant to be used by **PCA CA** to conduct a National Service Criminal History Check;
 - c. A completed Enrollment Notification Form for each AmeriCorps applicant, obtainable at www.capamericorps.weebly.com, bearing the AmeriCorps applicant’s authorization to conduct a National Service Criminal History Check; and
 - d. A copy of the AmeriCorps applicant’s completed AmeriCorps Application and two (2) references, submitted either online or via hard copy.
 - 2. **SUBCONTRACTOR** (or its Contractor) shall not offer an AmeriCorps position to any AmeriCorps applicant until such time that **PCA CA** has received the items in Section II.H.1. above, and reviewed and approved

all requirements of the applicant's eligibility to serve in the AmeriCorps program

- I. **PCA CA** shall verify the eligibility of each of **SUBCONTRACTOR**'s AmeriCorps applicants, and shall conduct a National Service Criminal History Check on each of **SUBCONTRACTOR**'s AmeriCorps applicants, for each term of service.
- J. **PCA CA** shall notify **SUBCONTRACTOR** as to whether or not each of **SUBCONTRACTOR**'s AmeriCorps applicants have met the criteria to enroll in the **PCA CA** AmeriCorps program.
- K. **SUBCONTRACTOR** (or its Contractor) should make every effort to recruit AmeriCorps applicants to replace/refill any position previously occupied by an AmeriCorps member during the term of this Contract, who:
 - 1. Resigned or was released from service prior to their anticipated exit date from the program, and who
 - 2. Completed less than 30% of their contracted service hours, provided that the individual is not eligible for, and does not receive, a prorated Segal AmeriCorps Education Award.
- L. Notwithstanding the above, as a fail-safe mechanism, CNCS will suspend refilling member positions if either:
 - 1. Total AmeriCorps enrollment, nationwide, reaches 97% of awarded member positions; or
 - 2. The number of refill member positions, nationwide, reaches 5% of awarded member positions.

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

- A. All **PCA CA** AmeriCorps applicants, including those AmeriCorps applicants who have recently completed a term of service, must submit to a National Service Criminal History Check prior to being offered an AmeriCorps position. Details can be found in the Supervisor Program Manual, Section 3. Recruitment and Beginning Service, incorporated into this Contract by reference as Exhibit G.
- B. An applicant who refuses to undergo the National Service Criminal History Check is deemed unsuitable for the AmeriCorps program.
- C. An applicant convicted of murder, as defined in Section 1111 of Title 18, United States Code, is deemed unsuitable for the AmeriCorps program.
- D. An AmeriCorps member convicted during their term of service of murder, as defined in Section 1111 of Title 18, United States Code, will be released for cause.
- E. An applicant who is registered, or required to be registered on a state sex offender registry is deemed unsuitable for the AmeriCorps program.
- F. An applicant who makes a false statement in connection with **PCA CA**'s inquiry concerning the applicant's criminal history is deemed unsuitable for the AmeriCorps program.
- G. An applicant's disclosure of criminal history, whether substantiated by statewide criminal history repository or FBI information or not, may preclude the individual from being offered an AmeriCorps position.
- H. Out-of-State AmeriCorps Applicants:
 - 1. **SUBCONTRACTOR** must notify **PCA CA** immediately if **SUBCONTRACTOR** (or its Contractor) has selected an out-of-state AmeriCorps applicant.
 - 2. Upon receipt of notification from **SUBCONTRACTOR**, **PCA CA** will initiate the National Service Criminal History Check with the State Repository of the AmeriCorps applicant's state of residency.

- I. Monitoring and Notification:
 - 1. **PCA CA** shall monitor the California Department of Justice secure mail server system each business day, until clearance information for **SUBCONTRACTOR**'s AmeriCorps applicants who reside in California at the time of application has been received.
 - 2. **PCA CA** shall track requests for criminal history information from CNCs-designated Statewide Criminal History Repositories or alternatives until definitive clearance information has been obtained for out-of-state AmeriCorps applicants.
 - 3. **PCA CA** will notify **SUBCONTRACTOR**, or its designee, whether AmeriCorps applicants have or have not met the criteria to proceed with enrollment in the program within two (2) business days of **PCA CA**'s knowledge that results have been received via the California Department of Justice secure website, the National Sex Offender Public Website, and the State Repository of the AmeriCorps applicant's state of residency (if other than the state of California).
- J. Fees:
 - 1. **PCA CA** shall pay for the cost of the National Service Criminal History Check, excluding rolling fees, which shall be paid by **SUBCONTRACTOR**.
 - 2. **SUBCONTRACTOR** shall pay for, or reimburse each of its AmeriCorps applicants for any rolling fees incurred in relation to the National Service Criminal History Check.
- K. Subsequent Arrest Notification:
 - 1. **PCA CA** contracts with CA DOJ to receive Subsequent Arrest Notification for AmeriCorps members who are actively serving in its AmeriCorps programs. In the event that **PCA CA** receives such a notification regarding one of **SUBCONTRACTOR**'s AmeriCorps members, **PCA CA** will notify **SUBCONTRACTOR** (and its contractor, if applicable) within two (2) business days of its knowledge that results have been received via the CA DOJ secure website.
 - 2. Upon notification of an arrest, charge or detainment, **SUBCONTRACTOR** (or its Contractor) must suspend the AmeriCorps member pending the outcome of any investigation conducted by **PCA CA**.
 - 3. Upon conviction of a crime, either **PCA CA** or **SUBCONTRACTOR** may elect to terminate the AmeriCorps member; however, no AmeriCorps member's service will be terminated without approval from **PCA CA**.

IV. Enrollment of AmeriCorps Members

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

ensure that the Member Contract is signed by each of **SUBCONTRACTOR**'s AmeriCorps applicants before commencement of service so that applicants are fully aware of their rights and responsibilities.

2. **PCA CA** will not generate a Member Contract until all requirements of the AmeriCorps applicant's eligibility to serve in the program have been reviewed and approved by **PCA CA**.
- E. Unless enrollment is conducted by **PCA CA** staff, **SUBCONTRACTOR** (or its Contractor) will submit a copy of the entire Member File to **PCA CA** by fax or email on or before the commencement of each of **SUBCONTRACTOR**'s AmeriCorps members' term of service.
- F. **PCA CA** will provide **SUBCONTRACTOR** with Member Handbooks. Upon commencement of service, **SUBCONTRACTOR** (or its Contractor) must provide each AmeriCorps member with the 2018/19 Program Year AmeriCorps Member Handbook.
- G. **PCA CA** shall complete the AmeriCorps member enrollment in My AmeriCorps within thirty (30) calendar days of the commencement of each AmeriCorps member's term of service.

V. AmeriCorps Member Orientation

- A. **PCA CA** will conduct an AmeriCorps orientation within the first thirty (30) calendar days of commencement of each of **SUBCONTRACTOR**'s AmeriCorps members' term of service. **SUBCONTRACTOR** will ensure that each of its AmeriCorps members attend the orientation. **PCA CA** will maintain documentation regarding AmeriCorps member orientation attendance.
- B. **SUBCONTRACTOR** shall conduct an orientation for its AmeriCorps members within ten (10) business days of the commencement of each of **SUBCONTRACTOR**'s AmeriCorps members' term of service. **SUBCONTRACTOR** must utilize a sign-in sheet and orientation checklist to document AmeriCorps member attendance, and must submit the sign-in sheet and orientation checklist to **PCA CA** within five (5) business days of the orientation. At a minimum, **SUBCONTRACTOR**'s orientation must include the topics listed in the Supervisor Program Manual, Section 3, Recruitment and Beginning Service, incorporated into this Contract by reference as Exhibit G.
- C. Except in instances where **SUBCONTRACTOR** is also the Service Site, **SUBCONTRACTOR** shall ensure that its Service Sites conduct an orientation within thirty (30) business days of the commencement of each of **CONTRACTOR**'s AmeriCorps members' term of service. The Service Site must utilize a sign-in sheet and orientation checklist to document AmeriCorps member attendance, and must submit the sign-in sheet and orientation checklist to **SUBCONTRACTOR**, who in turn must submit the sign-in sheet and orientation checklist to **PCA CA** within five (5) business days of the orientation. At a minimum, the Service Site orientation must include the topics listed in the Supervisor Program Manual, Section 3, Recruitment and Beginning Service, incorporated into this Contract by reference as Exhibit G.
- D. If **SUBCONTRACTOR** is the Service Site, the topics listed for Lead Agencies and Service Sites must be included in **SUBCONTRACTOR**'s AmeriCorps orientation.

VI. Member Files

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

VII. Change of Term

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

VIII. iEmployee and Timekeeping Policies

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

- D. **SUBCONTRACTOR** (or its Contractor) shall provide **SUBCONTRACTOR's** AmeriCorps members with a meal period of between thirty (30) and sixty (60) minutes, when **SUBCONTRACTOR's** AmeriCorps members serve over five (5) hours, during which time **SUBCONTRACTOR's** AmeriCorps members must be relieved of their service duties.
- E. Notwithstanding the above, if a period of no more than six (6) hours will complete **SUBCONTRACTOR's** AmeriCorps member's day, *and* the meal period has been waived by both **SUBCONTRACTOR's** AmeriCorps member and the Service Site Supervisor at the beginning of **SUBCONTRACTOR's** AmeriCorps member's shift, then **SUBCONTRACTOR's** AmeriCorps member does not need to take a meal period.
- F. **SUBCONTRACTOR** (or its Contractor) must review and approve **SUBCONTRACTOR's** AmeriCorps members' timesheets in iEmployee by the dates listed in the Living Allowance Schedule, incorporated into this Contract as Attachment E-2. Failure to adhere to these deadlines may result in late living allowance payments to **SUBCONTRACTOR's** AmeriCorps members.
- G. AmeriCorps members do not receive:
 - 1. Vacation pay;
 - 2. Overtime pay;
 - 3. Sick pay; or
 - 4. Any other paid time off.

IX. AmeriCorps Member Benefits

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

- A. Post-service Segal AmeriCorps Education Award:
 - 1. **PCA CA** shall verify whether each of **SUBCONTRACTOR's** AmeriCorps members have successfully completed their term of service, including whether or not they served the required number of hours as listed in their Member Contract to earn a Segal AmeriCorps Education Award.
 - 2. **PCA CA** shall record in the CNCS online database, eGrants, whether each of **SUBCONTRACTOR's** AmeriCorps members:
 - a. Earned a full Segal AmeriCorps Education Award;
 - b. Earned a partial Segal AmeriCorps Education Award; or
 - c. Earned no portion of a Segal AmeriCorps Education Award.
 - 3. Segal AmeriCorps Education Awards are released by the National Service Trust.
 - 4. The maximum amount of the Segal AmeriCorps Education Award that may be earned in the 2018/19 program year is:

1,700-hour Segal AmeriCorps Education Award	\$5,920.00
900-hour Segal AmeriCorps Education Award	\$2,960.00

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

- B. Living Allowance:
1. **PCA CA** will pay a living allowance to each of **SUBCONTRACTOR**'s AmeriCorps members, as determined by **SUBCONTRACTOR** within the tier structure established by **PCA CA**.
 2. The living allowance:
 - a. Is not a wage;
 - b. Is not paid on an hourly basis;
 - c. Does not fluctuate based on the number of hours served;
 - d. Is issued in equal, incremental payments; and
 - e. Will cease as each of **SUBCONTRACTOR**'s AmeriCorps members completes, or is released from, their term of service.
 3. Living allowance payments will be issued to each of **SUBCONTRACTOR**'s AmeriCorps members upon receipt of an electronically submitted timesheet, certified by the AmeriCorps member and approved by the AmeriCorps member's Service Site Supervisor via the iEmployee timekeeping system.
 4. Living allowance payments will be made according to the dates listed on Attachment E-2, Living Allowance Schedule.
 5. Minimum Hours for Living Allowance. To receive the full incremental payment for a given time period, each of **SUBCONTRACTOR**'s AmeriCorps members must serve the following number of hours:
 - a. 1,700-hour AmeriCorps members must serve at least sixteen (16) hours in the period; and
 - b. 900-hour AmeriCorps members must serve at least eight (8) hours in the period.
 6. Zero Hours Policy. If one or more of **SUBCONTRACTOR**'s AmeriCorps members does not serve any hours in a given pay period, those members will not receive the living allowance for that period.
 7. Living allowance incremental payments may be reduced in the following circumstances:

Action	Pay Period	Cut-off Date	Enrollment BEFORE Cut-off Date	Enrollment ON or AFTER Cut-off Date
Enrollment	1 st — 15 th	8 th day of month	Full incremental payment	Prorated incremental payment
	16 th — end of month	22 nd day of month	Full incremental payment	Prorated incremental payment
Action	Pay Period	Cut-off Date	Exit ON or BEFORE Cut-off Date	Exit AFTER Cut-off Date
Exit	1 st — 15 th	8 th day of month	Prorated incremental payment	Full incremental payment
	16 th — end of month	22 nd day of month	Prorated incremental payment	Full incremental payment

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

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

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

C. Child Care:

- Per 45 CFR XXV, §2522.250, a child care subsidy is made available to AmeriCorps members who meet child care eligibility requirements and certify that they need the benefit in order to serve in the program.
- CNCS contracts with a third-party company to administer the child care subsidy. **PCA CA** assumes no responsibility for acts of the administrator including, but not limited to, the following:
 - Denials of applications;
 - Delays in processing of applications; or
 - Delays in payments made to child care providers.
- Unless enrollment is conducted by **PCA CA, SUBCONTRACTOR** (or its Contractor) will assist its AmeriCorps members in determining eligibility and provide opportunity to elect or decline the child care benefit.
- Unless enrollment is conducted by **PCA CA, SUBCONTRACTOR** (or its Contractor) will provide eligible AmeriCorps members with enrollment

materials and benefits information and ensure that **PCA CA** receives the AmeriCorps member's child care enrollment information and application within thirty (30) calendar days of their eligibility date, be it the commencement of the term of service, or a date after the commencement of the term of service. **SUBCONTRACTOR** must notify **PCA CA** of any changes to an AmeriCorps member's child care eligibility status (suspension, termination, changes in household status, income, etc.) within two (2) business days following such change.

5. **PCA CA** shall process AmeriCorps member enrollment and/or termination information with CNCS' contracted child care administrator.
6. **SUBCONTRACTOR** (or its Contractor) must notify **PCA CA** within four (4) business days after any of **CONTRACTOR**'s AmeriCorps member's status changes in a manner that affects the AmeriCorps member's eligibility for child care. Failure to notify **PCA CA** within this timeframe may result in disallowed costs (see Exhibit C. Section XXX, Disallowed Costs).

D. Healthcare:

1. Pursuant to the CNCS Terms and Conditions, Section VIII.D., **PCA CA** provides, or makes available, health insurance to those of **SUBCONTRACTOR**'s AmeriCorps members serving in a full-time capacity (1,700-hours or 900-hours in seven [7] months or less) who:
 - a. Are not otherwise covered by a healthcare policy at the time the member begins his/her terms of service;
 - b. Lose their coverage during their term of service as a result of service; or
 - c. Lose coverage during their term of service through no deliberate act of their own.
2. Unless enrollment is conducted by **PCA CA**, **SUBCONTRACTOR** (or its Contractor) will assist its AmeriCorps members in determining eligibility and provide the opportunity to elect or decline the healthcare benefit.
3. Unless enrollment is conducted by **PCA CA**, **SUBCONTRACTOR** (or its Contractor) will provide eligible AmeriCorps members with enrollment materials and benefits information, as provided by **PCA CA**. **SUBCONTRACTOR** must notify **PCA CA** of any changes to an AmeriCorps member's healthcare eligibility status (enrollment, suspension, termination) within two (2) business days following such change.
4. **PCA CA** shall process AmeriCorps member enrollment and/or termination information with its AmeriCorps healthcare provider.

X. Initial Performance Assessment of AmeriCorps Member

- A. An Initial Performance Assessment of the skill level of each of **SUBCONTRACTOR**'s AmeriCorps members must be conducted within the first forty-five (45) business days of each of **SUBCONTRACTOR**'s AmeriCorps member's commencement of service.
- B. **SUBCONTRACTOR** (or its Contractor) must use the Initial Performance Assessment template available at: <http://www.capamericorps.weebly.com>.
- C. **SUBCONTRACTOR** must submit the Initial Performance Assessment to **PCA CA** within ten (10) calendar days of completion.

XI. Supervision and Support of AmeriCorps Members

- A. **SUBCONTRACTOR** (or its Contractor) must provide its AmeriCorps members with adequate supervision by qualified supervisors.
- B. At a minimum, each of **SUBCONTRACTOR**'s AmeriCorps members must receive a minimum of one (1) hour of supervision each week during their term of service, unless an absence of either or both of **SUBCONTRACTOR**'s AmeriCorps member(s) and the respective Service Site Supervisor from the Service Site prevents such supervision.

XII. Training and Member Development

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

XIII. Data Collection and Reporting

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

XIV. AmeriCorps Member Performance Evaluations

Pursuant to 45 CFR XXV §2522.220(c), **SUBCONTRACTOR** is responsible for conducting a Mid-term and an End-of-term Performance Evaluation on each of **SUBCONTRACTOR**'s AmeriCorps members.

- A. Mid-term Performance Evaluation.
 - 1. **SUBCONTRACTOR** must submit each AmeriCorps member's Mid-term Performance Evaluation to **PCA CA** within five (5) calendar days of completion.
 - 2. A Mid-term Performance Evaluation is not required for an AmeriCorps member whose term of service ends prior to the mid-point of their contracted service period.
 - 3. A Mid-term Performance Evaluation will not substitute for an End-of-term Performance Evaluation.

- B. End-of-term Performance Evaluation.
 - 1. An End-of-term Performance Evaluation is required for each of **SUBCONTRACTOR**'s AmeriCorps members, regardless of when their term of service is completed, or whether the AmeriCorps member has:
 - a. Successfully completed the required number of hours making the AmeriCorps member eligible for a Segal AmeriCorps Education Award;
 - b. Been released from service for compelling personal circumstances, making them eligible for a prorated Segal AmeriCorps Education Award; or
 - c. Been released from service for cause, making them ineligible to receive a Segal AmeriCorps Education Award.
 - 2. **SUBCONTRACTOR** (or its Contractor) shall determine whether each of its AmeriCorps members' service was satisfactory, which will assess whether each member:
 - a. Has satisfactorily completed assignments, tasks, or projects, or, for those members released from service early, whether the member made a satisfactory effort to complete those assignments, tasks, or projects that the member could reasonably have addressed in the time the member served; and
 - b. Has met any other criteria which had been clearly communicated both orally and in writing at the beginning of the term of service.
- C. **SUBCONTRACTOR** (or its Contractor) must submit the End-of-term Performance Evaluation to **PCA CA** within five (5) calendar days of completion.
- D. **PCA CA** shall review and certify the number of service hours completed by each of **SUBCONTRACTOR**'s AmeriCorps members.
- E. Sections B. and D. of this provision, in combination, shall be used to determine whether each of **SUBCONTRACTOR**'s AmeriCorps members have successfully completed their term of service.
- F. Per 45 CFR XXV § 2522.220(b), an AmeriCorps member will only be eligible to serve a subsequent term of service if they have received a satisfactory performance evaluation for any previous term of service.
- G. Mid-term and End-of-Term Performance Evaluations must be completed using the template available at: <http://capamericorps.weebly.com>.

XV. AmeriCorps Member Exit

- A. **PCA CA** will initiate the exit process in My AmeriCorps for each of **SUBCONTRACTOR**'s AmeriCorps members who successfully completes their term of service. **SUBCONTRACTOR** (or its Contractor) must ensure that these AmeriCorps members complete their exit forms online in the My AmeriCorps Member Portal.
- B. If an AmeriCorps member does not successfully complete their term of service, **SUBCONTRACTOR** will notify **PCA CA** immediately upon **SUBCONTRACTOR**'s knowledge of the member ending service. **PCA CA** will then initiate the exit process in My AmeriCorps within two (2) business of receipt of notification from **SUBCONTRACTOR**.
- C. **SUBCONTRACTOR** (or its Contractor) must approve all pending timesheets for **SUBCONTRACTOR**'s AmeriCorps members in iEmployee, and will submit the following AmeriCorps member exit information to **PCA CA** for inclusion in the Member File within five (5) business days of each AmeriCorps member's last day of service:

1. National Service Trust Exit Form;
 2. End-of-Term Performance Evaluation;
 3. Healthcare Termination Form (if applicable);
 4. AmeriCorps Member Satisfaction Survey.
- D. Notwithstanding the above, in the case of service abandonment, **SUBCONTRACTOR** will submit the following documentation to **PCA CA** for inclusion in the Member File within five (5) business days of the AmeriCorps member's formal abandonment of service:
1. National Service Trust Exit Form, marked to indicate the member did not successfully complete their term of service, and that the member was not available for signature; and
 2. An End-of-Term Performance Evaluation, marked to indicate that **SUBCONTRACTOR's** AmeriCorps member was not available for signature.
- E. **PCA CA** will review the submitted exit documentation, and complete the AmeriCorps member exit in My AmeriCorps within thirty (30) calendar days of the AmeriCorps member ending service.

XVI. Special Events

- A. **SUBCONTRACTOR** (or its Contractor) must ensure that its AmeriCorps members participate in the following events:
1. Make a Difference Day.
 2. Martin Luther King Day of Service.
 3. AmeriCorps Week, 2018.
 4. Member Graduation Ceremony.
- B. **SUBCONTRACTOR** (or its Contractor) is strongly encouraged to facilitate attendance of its AmeriCorps members in the following National Days of Service:
1. September 11th Day of Service.
 2. Service Nation Day of Action.
 3. National Family Volunteer Day.
 4. Cesar Chavez Day of Service and Learning.
 5. National Volunteer Week April 2018.
 6. National Youth Service Day.

XVII. Affiliation with the AmeriCorps National Service Program

- A. AmeriCorps is a registered service mark of CNCS. CNCS provides a camera-ready logo, available online at:
<http://www.nationalservice.gov/newsroom/marketing.logos>.
- B. **SUBCONTRACTOR's** website shall clearly state that **SUBCONTRACTOR** is an AmeriCorps grantee and shall prominently display the AmeriCorps logo. **SUBCONTRACTOR** (and its contractor, if applicable) shall use the AmeriCorps name and logo on service gear and public materials such as stationery, application forms, recruitment brochures, online position postings or other recruitment materials, orientation materials, member curriculum materials, signs, banners, websites, social media, press releases, and publications related to **SUBCONTRACTOR's** AmeriCorps program in accordance with CNCS requirements.
- C. **SUBCONTRACTOR** (or its Contractor) will ensure that each of its AmeriCorps members wear the AmeriCorps logo or service uniform/gear and be clearly identified as AmeriCorps members at all times while accruing hours for serving or participating in member development.

- D. **PCA CA** will provide **SUBCONTRACTOR** (or its Contractor) with the following member gear, upon enrollment of each AmeriCorps member in My AmeriCorps:
 - 1. One (1) t-shirt;
 - 2. Two (2) polo shirts; and
 - 3. One (1) lanyard, bearing the AmeriCorps logo.
- E. Additional member gear may be purchased at **SUBCONTRACTOR**'s expense.

XVIII. eGrants/My AmeriCorps Web Based Reporting

- A. **SUBCONTRACTOR** will provide **PCA CA** with a list of eGrants/My AmeriCorps users. Any additions or deletions must be communicated in writing to **PCA CA**.
- B. **PCA CA** will assign user roles and approve **SUBCONTRACTOR**'s access to the eGrants/My AmeriCorps system.

ATTACHMENT E-1
2018/2019 PERFORMANCE MEASURES

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

PRIMARY PERFORMANCE MEASURE TITLE: SCHOOL READINESS
NEED Research indicates a child's early development of social emotional, literacy, and numeracy skills are critical for school success. Economically disadvantaged children and/or children with exceptional needs, such as English language learners are most at-risk for academic failure as they lack access to quality early childhood education programs with linguistically appropriate instruction. Many low-income or non-English speaking parents lack the knowledge/resources needed to play a critical role in their child's school success.
EXPECTED RESULTS Output (the amount of service provided, people served, products created, or programs developed through planned intervention): Children and parents receive school readiness activities and services.
Outcome (the changes or benefits that occur as a result of the intervention): Children meet age-appropriate developmental school readiness milestones.
AMERICORPS MEMBER ACTIVITIES DESIGNED TO ACHIEVE EXPECTED RESULTS AmeriCorps members provide 25 economically disadvantaged children 35 hours of one-on-one GOLD Assessment school activities in social emotional, literacy, and numeracy. Members administer GOLD Assessment and develop an individualized Early Education Plan and deliver social emotional, literacy, and numeracy skills activities in classroom, small group, and one-on-one settings. Members provide parents of economically disadvantaged children 5 hours of workshops teaching the importance of and techniques for book sharing with children at home to develop family literacy routines. Members provide culturally and linguistically appropriate books and a DVD so parents read to their child for 20 minutes 3 times per week for 8 weeks, applying what they have learned.
MEASUREMENT TOOLS

OUTPUT - Student Daily Contact Log to collect data on number of children who start and complete participation in an AmeriCorps Early Childhood Education Program, the number of hours that children receive skill-building services in social emotional, literacy, and/or numeracy. Members submit data in the online database monthly, Project Manager monitors quarterly. Completed by AmeriCorps members daily		
OUTCOME - Teaching Strategies GOLD Assessment to collect data on the number of children that demonstrate social emotional, literacy, and/or numeracy skills. Members submit data in the online database monthly, Project manager monitors quarterly. Completed by AmeriCorps members within the first 5 hours of service delivery, at 35 hours of service delivery, and at the end of the program year (year-long programs).		
OUTCOME - Raising a Reader Parent Survey to collect data on the number of parents that demonstrate improvement in family literacy behaviors including sharing books with their children more frequently, visiting the library, establishing a family routine for reading books to their child 60 minutes/per week for 8 weeks. Members submit data in the online database monthly, Project manager monitors quarterly. Completed by AmeriCorps members at the onset of service delivery, and at the end of the service delivery.		
PRIMARY PERFORMANCE MEASURE TARGETS		
OUTPUT TARGETS	PROGRAM OUPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Economically disadvantaged children or children with exceptional needs that will start in a CNCS-supported early childhood education program.	2,250	141
# Economically disadvantaged children or children with exceptional needs that will complete participation in a CNCS-supported early childhood education program.	1,920	120
# Parents of economically disadvantaged children that will begin 5 hours of family literacy training on book sharing with their child.	1320	0
# Parents of economically disadvantaged children that will complete 5 hours of family literacy training on book sharing with their child.	660	0
OUTPUT TARGETS	PROGRAM OUPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS

Of 1,920 high need children receiving at least 35 hours of social emotional, literacy, and numeracy skills, 1855 will meet age appropriate school readiness milestones in one or more areas they had not initially met.	1,855	116
# Children will demonstrate gains in school readiness in terms of social and/or emotional development .	1,145	72
# Children will demonstrate gains in school readiness in terms of literacy skills .	1,245	78
# Children will demonstrate gains in school readiness in terms of numeracy (math) skills .	1,000	63
Of 480 parents of economically disadvantaged children who complete 5 hours of family literacy training on book sharing with their child, 15 will demonstrate improved family literacy behaviors.	440	0
PRIMARY PERFORMANCE MEASURE TITLE: VOLUNTEER RECRUITMENT		
NEED		
Required		
EXPECTED RESULTS		
Engage Community Volunteers in Service		
MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS		
Target population is all community members with a particular focus on Parents of the beneficiary children.		

Members will recruit volunteers to serve in both ongoing and one-time community project opportunities. Parents of the program beneficiaries make up a significant part of the volunteer pool that members engage. Parents are encouraged by the member during instructional sessions to contribute to School Readiness activities, including education-focused fairs, family game/movie nights, providing classroom support, and helping increase Service Site capacity. Additionally, members conduct community outreach in order to identify and recruit volunteers from outside of the program. Outreach includes dissemination of recruitment materials (i.e. flyers or electronic postings) to community organizations, delivering presentations to local high school and college classrooms, and working with established volunteer centers to recruit volunteers. Volunteer activities will include: community, cultural, health, and education-focused events and fairs; family bonding nights (such as games or movies); Community Service Projects/National Service Days, and support with school readiness activities.		
MEASUREMENT TOOLS		
Volunteer Log to collect data on # of volunteers recruited for <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.		
PRIMARY PERFORMANCE MEASURE TARGETS		
OUTPUT TARGETS	PROGRAM OUPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Volunteers recruited for ongoing activities.	108	7
# Volunteers recruited for one-time activities.	427	27
# Volunteer hours for ongoing activities.	432	27
# Volunteer hours for one-time activities.	855	53
PRIMARY PERFORMANCE MEASURE TITLE: MEMBER DEVELOPMENT		
NEED		
Members deserve to be appropriately trained to perform the services assigned, to increase both professional skills and community development skills, and to enhance their esprit de corps experience.		
EXPECTED RESULTS		
Output (the amount of service provided, people served, products created, or programs developed through planned intervention): Members receive the training to provide quality service to the community and to the children that they serve.		
Outcome (the changes or benefits that occur as a result of the intervention): Members increase knowledge & skills, gain insight into the community, and experience the power of national service.		
MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS		

PCA CA and Service Site Orientation 80 or more hours; Connection to National Service, Member Contract review and Prohibited Activities Training; Community Engagement; Child Development; Assessment Training; Mandated Child Abuse Reporting; Site-specific Technical Training.		
Ongoing Hours, including site specific (related to member position) trainings: supervision/coaching; & PCA CA webinars.		
National Service Days: Make a Difference Day, Martin Luther King, Jr. Day, Cesar Chavez Day, and AmeriCorps Week.		
Other trainings delivered throughout the year include: Social-Emotional and Cognitive Development; Family Literacy Fundamentals; GOLD Curriculum & Activity Development Training; Leadership; Active Citizens; Life after AmeriCorps; Cultural Awareness; Conflict Resolution.		
MEASUREMENT TOOLS		
Training Log and electronic timesheets to collect data on # of members and # of training hours.		
Member Performance Evaluation to collect data on member skill increases. Administered by Member Supervisor 3x per year		
PRIMARY PERFORMANCE MEASURE TARGETS		
OUTPUT TARGETS	PROGRAM OUPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Members that will complete Core Training.	265	6
OUTPUT TARGETS	PROGRAM OUPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Members that will increase knowledge and skills by 10%.	76%	5 Members

EXHIBIT E-2
2018/19 LIVING ALLOWANCE SCHEDULE

Pay Period:	Member must submit timesheet no later than*:	Service Site Supervisor must approve timesheet no later than:	Pay Date:
8/1/18 – 8/15/18	8/16/18	8/17/18	8/24/18
8/16/18 – 8/31/18	9/4/18	9/4/18	9/10/18
9/1/18 – 9/15/18	09/17/18	09/18/18	9/25/18
9/16/18 – 9/30/18	10/1/18	10/2/18	10/10/18
10/1/18 – 10/15/18	10/16/18	10/17/18	10/25/18
10/16/18 – 10/31/18	11/1/18	11/2/18	11/9/18
11/1/18 – 11/15/18	11/16/18	11/16/18	11/21/18
11/16/18 – 11/30/18	12/3/18	12/4/18	12/10/18
12/1/18 – 12/15/18	12/17/18	12/17/18	12/21/18
12/16/18 – 12/31/18	1/2/19	1/3/19	1/10/19
1/1/19 – 1/15/19	1/16/19	1/17/19	1/25/19
1/16/19 – 1/31/19	2/1/19	2/1/19	2/8/19
2/1/19 – 2/15/19	2/18/19	2/19/19	2/25/19
2/16/19 – 2/28/19	3/1/19	3/1/19	3/8/19
3/1/19 – 3/15/19	3/18/19	3/18/19	3/25/19
3/16/19 – 3/31/19	4/1/19	4/2/19	4/10/19
4/1/19 – 4/15/19	4/16/19	4/17/19	4/25/19
4/16/19 – 4/30/19	5/1/19	5/2/19	5/10/19
5/1/19 – 5/15/19	5/16/19	5/17/19	5/24/19
5/16/19 – 5/31/19	6/3/19	6/4/19	6/10/19
6/1/19 – 6/15/19	6/17/19	6/18/19	6/25/19
6/16/19 – 6/30/19	7/1/19	7/2/19	7/10/19
7/1/19 – 7/15/19	7/16/19	7/17/19	7/25/19
7/16/19 – 7/31/19	8/1/19	8/2/19	8/9/19
8/1/19 – 8/15/19	8/16/19	8/16/19	8/23/19
8/16/19 – 8/31/19	9/3/19	9/4/19	9/10/19
9/1/19 – 9/15/19	9/16/19	9/17/19	9/25/19
9/16/19 – 9/30/19	10/1/19	10/2/19	10/10/19
10/1/19 – 10/15/19	10/16/19	10/17/19	10/25/19
10/16/19 – 10/31/19	11/1/19	11/1/19	11/8/19

*AmeriCorps members must adhere to the CAP Center's after-the-fact timekeeping policy. AmeriCorps members cannot submit their timesheet for approval until the end of their last shift in any given pay period.

Prevent Abuse Through Home Visitation AmeriCorps Memorandum of Understanding

1. This Contract is entered into between Prevent Child Abuse California and the Subcontractor named below: First 5 San Bernardino	
2. Subcontractor's D-U-N-S Number: 841114882	
3. CFDA Name: AmeriCorps	
4. CFDA Number: 94.006	
5. The Term of this Contract is: October 1, 2018 through September 30, 2019	
6. The Maximum Amount of this MOU is not to exceed: \$15,000.00	
6. Number of 1,700-hour AmeriCorps members to be enrolled and retained: 3 (plus 1 900-hour member)	
7. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:	
Exhibit A:	2018 Terms and Conditions for AmeriCorps State and National Grants ("CNCS Terms and Conditions"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.nationalservice.gov/resources/terms-and-conditions-cnsc-grants
Exhibit B:	45 CFR Chapter XXV, Sections 2520 – 2550 ("45 CRF XXV"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.ecfr.gov/cgi-bin/text-idx?ID=9e5466ae66b0b60241f448502b41433b&mc=true&tpl=/ecfrbrowse/Title45/45chapterXXV.tpl
Exhibit C:	Terms and Conditions
Exhibit D:	Match Contribution
Exhibit E:	CAP Center AmeriCorps Supervisor Program Manual 2018-2019 ("Supervisor Program Manual"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.capamericorps.weebly.com
8. Program Year: 2018/2019	

FIRST 5 SAN BERNARDINO ("SUBCONTRACTOR")	PREVENT CHILD ABUSE CALIFORNIA ("PCA CA")
Signature _____ Date _____	Sheila Boxley, President and CEO _____ Date _____
Print Name and Title _____	Stephanie Biegler, Chief Program Officer _____ Date _____
Fiscal Contact Name and Title _____	
Approved as to Content: _____	
Department Head Signature (If Applicable) _____	
Approved as to Form: _____	
Print Name and Title _____	
735 E. Carnegie Suite 150	4700 Roseville Road, Suite 102
San Bernardino, CA 92408	North Highlands, CA 95660

EXHIBIT C
TERMS AND CONDITIONS

I. Time

Time is of the essence in all terms and conditions of this Memorandum of Understanding (MOU).

II. AmeriCorps

A. The Prevent Abuse Through Home Visitation (PATH) program is a federally funded AmeriCorps program.

B. Individuals enrolled to provide service under the PATH program will be known as AmeriCorps members, and are the resource being provided.

III. Compliance with Federal Requirements

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

- A. CNCS Terms & Conditions, incorporated into this Contract by reference as Exhibit A;
- B. 45 CFR XXV, incorporated into this Contract by reference as Exhibit B;
- C. All Assurances and Certifications contained in Exhibit F, CV Assurances and Certifications;
- D. All applicable federal statutes, regulations, and guidelines; and
- E. Subpart E, 2 C.F.R. Part 200.400.

IV. Scope of Services

SUBCONTRACTOR shall provide services in the amount, type, and manner described in Exhibit D, Program Scope of Services, which is attached hereto and incorporated herein.

V. Termination without Cause

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

VI. Termination for Cause

PCA CA may terminate this MOU for cause upon giving ten (10) calendar days written

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

VII. Signature Authority

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

VIII. 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.

IX. Independent Contractor

SUBCONTRACTOR is an independent contractor and not an agent, officer, or employee of **PCA CA**. The parties mutually understand that this MOU 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.

X. 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 MOU. The parties shall employ or retain no such person while rendering services under this MOU. 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.

XI. Subcontracting

If **SUBCONTRACTOR** contracts with another organization to either administer or host AmeriCorps members, the contract must incorporate 45 CFR XXV, and the CNCS Terms & Conditions, and require that such provisions are binding upon the contractor. **SUBCONTRACTOR** shall be responsible for contractor's compliance with these regulations. **SUBCONTRACTOR** must provide a copy of the contract to **PCA CA** within fifteen (15) business days of execution, and must be approved by **PCA CA** no less than forty-five (45) calendar days prior to the start of this Contract. Any such contract shall not serve to release **SUBCONTRACTOR** from any obligation under this Contract.

XII. Drug Free Workplace

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

XIV. Safety Standards

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

XV. Nondiscrimination

- A. It is the policy of **PCA CA** to assure all persons of equal rights and opportunities with respect to serving in this program. A person, including an AmeriCorps member, a community beneficiary, or program staff, may not, on the grounds of race, color, national origin, sex, age, political affiliation, sexual orientation, disability, in most cases religion, or any other bases protected by federal, state, or local law, or ordinance or regulation, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, directly or through contractual or other arrangements, under any program or activity receiving federal financial assistance. **PCA CA** will not retaliate against any person who, or organization that, files a complaint about such discrimination.
- B. Further, in fulfilling their duties and responsibilities under this MOU, the parties shall not discriminate against their employees, AmeriCorps members, or AmeriCorps applicants, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

XVI. Insurance

- A. Under California Labor Code Sections 3351 to 3352(j) inclusive, **PCA CA** shall obtain Workers' Compensation insurance for **SUBCONTRACTOR**'s AmeriCorps members.
- B. **SUBCONTRACTOR** shall obtain and maintain in full force and effect during the performance of the work the types of insurance listed in Section XVI.C below.
 - 1. All insurance shall be provided by insurance companies acceptable to **PCA CA**.
 - 2. Insurance companies shall be rated no lower than A:VIII as published in the most current edition of "Best's Key Rating Guide".
 - 3. **SUBCONTRACTOR**'s Insurance shall be primary and non-contributory with **PCA CA**'s insurance.
 - 4. Policies shall provide that they may not be canceled, changed, or not renewed without at least thirty (30) days written notice to **PCA CA**.
- C. Types of insurance:
 - 1. Comprehensive General Liability Insurance which includes products/completed operations, independent contractors, contractual liability, and broad form property damage coverages with a combined single limit of not less than \$1,000,000 per occurrence, and not less than \$2,000,000 aggregate.

- a. **SUBCONTRACTOR** shall furnish to **PCA CA** a separate endorsement evidencing **PCA CA**'s additional insured status on the policy.
 - b. **SUBCONTRACTOR**'s Comprehensive General Liability Insurance shall specifically state "Prevent Child Abuse California is named as additional insured under the above policy."
 2. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 per occurrence.
 3. Professional Liability Insurance or Errors and Omissions Insurance with a limit of not less than \$1,000,000, if **SUBCONTRACTOR** employs licensed clinicians or therapists, or provides counseling services in relation to this MOU.
 - a. If **SUBCONTRACTOR** (or its Contractor) does not employ licensed clinicians or therapists, and does not provide counseling services in relation to this MOU, **SUBCONTRACTOR** may submit a statement to **PCA CA** in writing, and will be relieved of this requirement.
 - b. Directors and Officers Insurance will not be accepted in lieu of Professional Liability Insurance or Errors and Omissions Insurance.
 4. **PCA CA**, reserves the right, in its sole discretion, to require higher limits of liability coverage, if, in **PCA CA**'s opinion **SUBCONTRACTOR**'s past experience or performance indicates a higher than normal level of risk.
- D. The following Additional Insured Endorsements are acceptable:
 1. Insurance Services Office ("ISO"), or same wording on insurance company forms:
 - a. Commercial General (CG) 2010
 - b. Commercial General (CG) 2037
 - c. Commercial General (CG) 2011
 - d. Commercial General (CG) 2026
 2. NIAC-E32 05 11, If **SUBCONTRACTOR** is insured by the Nonprofit Insurance Alliance of California ("NIAC").
 3. PI-GLD-HS (04/07), if **SUBCONTRACTOR** is insured by Philadelphia Insurance Companies.
- E. Submission of Documentation:
 1. **SUBCONTRACTOR** shall furnish any and all required Certificates of Insurance and separate Additional Insured Endorsements to **PCA CA** no less than ten (10) business days prior to the commencement of work hereunder.
 2. **SUBCONTRACTOR** shall continue to provide **PCA CA** with subsequent Certificates of Insurance and separate Additional Insured Endorsements evidencing uninterrupted compliance with these insurance requirements throughout the term of this MOU.
- F. **SUBCONTRACTOR** shall make sure AmeriCorps Member's provide proof of insurance for member's personal vehicles used during member activities. This proof of insurance will need to be turn in to **PCA CA** with each member's mileage paperwork.

XVIII. Audit/Review Requirements

- A. **SUBCONTRACTOR** shall submit to **PCA CA** on an annual basis either;
 - 1. A financial and compliance audit ("Audit"), or
 - 2. A limited scope audit ("Review") as determined by Sections XVIII.B and XVIII.C of this provision.
- B. An independent auditor must perform the Audit or Review. Audits shall be conducted in accordance with the provisions of Subpart E, 2 C.F.R. Section 200.400 for agencies, standards promulgated by the American Institute of Certified Public Accountants ("AICPA"), and those standards included in *Government Auditing Standards, 2007 Revision*.
- C. The Audit/Review shall be performed on the basis of **SUBCONTRACTOR's** fiscal year. The reconciliation of cost report data shall also be based on **SUBCONTRACTOR's** fiscal year. If this MOU is terminated for any reason during the MOU period, the independent Audit/Review shall cover the entire period of the MOU for which services were provided.
- D. **SUBCONTRACTOR** must submit to **PCA CA** one (1) copy of the Audit/Review, as described in Subpart E, 2 C.F.R. Section 200.400, within:
 - 1. Thirty (30) days after receipt of the auditor's report(s), or
 - 2. Six (6) months following expiration or termination of this MOU, whichever is earlier.
- E. Should there be any delay anticipated, **SUBCONTRACTOR** shall immediately notify **PCA CA** in writing of the delay, and the anticipated submission date.
- F. **SUBCONTRACTOR** shall send, or cause to be sent, the Audit/Review to **PCA CA's** mailing address as listed on the AmeriCorps MOU.
- G. **PCA CA** shall examine the Audit/Review submitted by **SUBCONTRACTOR**. Should **PCA CA** note any deficiencies in the Audit/Review, **PCA CA** shall notify **SUBCONTRACTOR**. In this case, **SUBCONTRACTOR** will be required to submit an action plan detailing how **SUBCONTRACTOR** will address the deficiencies. **SUBCONTRACTOR** shall correct all deficiencies within six (6) months of the date that the Audit/Review was received by **SUBCONTRACTOR** from its independent auditor, as required by Federal regulations. **SUBCONTRACTOR** shall provide evidence of the corrected deficiencies to **PCA CA**.

XIX. Unforeseen Circumstances

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

XX. Notice

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

XXI. Nonrenewal

SUBCONTRACTOR acknowledges that there is no guarantee that **PCA CA** will renew **SUBCONTRACTOR**'s services under a new MOU following expiration or termination of this MOU.

XXII. Changes and Amendments

- A. Any mutually agreed upon changes, including any increase or decrease in the amount of match contribution, shall be effective when incorporated in written amendments to this MOU.
- B. The party desiring the revision shall request an amendment to this MOU in writing. Any adjustment to this MOU 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 MOU or requested Amendment shall affect or modify any of the terms or conditions of this MOU unless reduced to writing according to the applicable provisions of this MOU.

XXIII. Choice of Law

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

XXIV. Health Insurance Portability and Accountability Act

The parties warrant that they are knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services in 45 CFR XXV Parts 160, 162, and 164, regarding the protection of health information obtained, created, or exchanged as a result of this MOU 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. MOUs or collective bargaining agreements. CNCS assistance may not be used to impair existing MOUs for services or collective bargaining agreements.
 - 5. Nonduplication. CNCS assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (6) of this section are met, CNCS assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities

provided by a State or local government agency in which such entity resides.

6. Nondisplacement.
 - a. **SUBCONTRACTOR** (or its Contractor) may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving CNCS assistance.
 - b. **SUBCONTRACTOR** (or its Contractor) may not displace a volunteer by using a participant in a program receiving CNCS assistance.
 - c. A service opportunity will not be created under this section that will infringe in any manner on the promotional opportunity of an employed individual.
 - d. An AmeriCorps member in a program receiving CNCS assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
 - e. An AmeriCorps member in any program receiving assistance under 45 CFR Chapter XXV §2540.100 may not perform any services or duties, or engage in activities, that—
 - (1). Will supplant the hiring of employed workers; or
 - (2). Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
 - f. An AmeriCorps member in any program receiving assistance under 45 CFR Chapter XXV §2540.100 may not perform services or duties that have been performed by or were assigned to any—
 - (1). Presently employed worker;
 - (2). Employee who recently resigned or was discharged;
 - (3). Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - (4). Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - (5). Employee who is on strike or who is being locked out.
 - g. **SUBCONTRACTOR** (or its Contractor) must, at minimum, conduct and document consultation with the appropriate local labor organization, if any, representing employees in the area where AmeriCorps members and unionized employees are engaged in the same or similar work as that proposed to be carried to ensure compliance with the nondisplacement requirements specified in section 12637 of the National and Community Service Trust Act.
7. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the

AmeriCorps program or CNCS, staff and AmeriCorps members may not engage in the following activities:

- a. Attempting to influence legislation;
 - b. Organizing or engaging in protests, petitions, boycotts, or strikes;
 - c. Assisting, promoting, or deterring union organizing;
 - d. Impairing existing contracts for services or collective bargaining agreements;
 - e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 - f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 - g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
 - h. Providing a direct benefit to:
 - (1). A business organized for profit;
 - (2). A labor union;
 - (3). A partisan political organization;
 - (4). A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (5). An organization engaged in the religious activities described in paragraph (g) of this section, unless CNCS assistance is not used to support those religious activities;
 - i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
 - j. Providing abortion services or referrals for receipt of such services; and
 - k. Such other activities as CNCS may prohibit.
8. AmeriCorps members may not raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment.
 9. AmeriCorps members may not write a grant application to CNCS or to any other Federal agency.
 10. Individuals may exercise their rights as private citizens and may participate in the activities listed in Section XXV.A.7.a.-k. on their own initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.
 11. Additionally, **PCA CA** requests that members do not otherwise identify themselves as AmeriCorps members if engaging in any of the activities listed in Section XXV.A.7.a.-k. on their own time.
- B. **PCA CA Prohibited Activities.**
1. AmeriCorps members may not engage in, and therefore, not record hours in fundraising activities while serving in the AmeriCorps program.

2. **SUBCONTRACTOR** must not employ **SUBCONTRACTOR**'s AmeriCorps members in any capacity while **SUBCONTRACTOR**'s AmeriCorps members are providing service under a **PCA CA** Member Contract.
3. **SUBCONTRACTOR**'s AmeriCorps members must not transport clients, children, and/or families in their personal automobile during service hours unless authorized by **PCA CA, SUBCONTRACTOR, SUBCONTRACTOR**'s contractor (if applicable), and the Service Site in writing.
4. **SUBCONTRACTOR**'s AmeriCorps members must not have contact with clients during non-service hours. Exceptions will only be made with the prior written approval of **SUBCONTRACTOR, PCA CA**, and the Service Site.
5. **SUBCONTRACTOR**'s AmeriCorps members must not participate in gambling during service hours.
6. **SUBCONTRACTOR**'s AmeriCorps members must not steal/take AmeriCorps or Service Site property, or the property of another.
7. During service hours or while in uniform, **SUBCONTRACTOR**'s AmeriCorps members must not purchase, consume, or serve alcohol or drugs at any time.

XXVI. Waiver

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

XXVII. Inspection and Examination

- A. Authorized representatives of **PCA CA** may inspect and/or examine **SUBCONTRACTOR**'s performance, place of business, and/or records pertaining to this Contract. **SUBCONTRACTOR** agrees to maintain such records for possible inspection/examination for a period of not less than seven (7) years following termination or expiration of this MOU. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or volunteers who might reasonably have information related to such records.
- B. Authorized representatives of **SUBCONTRACTOR** may inspect and/or examine **PCA CA**'s performance, place of business, and/or records pertaining to this MOU. **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 MOU, unless a longer period of records retention is stipulated. **PCA CA** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or volunteers who might reasonably have information related to such records.
- C. The parties shall be subject to the inspection and examination of the following entities or their designees:
 1. CNCS;
 2. CNCS Office of Inspector General;
 3. CaliforniaVolunteers;
 4. California State Auditor; and/or
 5. Any entity with a legal right to inspect or examine.

XXVIII. Grievance Procedure

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

A. Alternative Dispute Resolution

1. The aggrieved party may seek resolution through alternative means of dispute resolution such as mediation or facilitation. Dispute resolution proceedings must be initiated within forty-five (45) calendar days from the date of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of his or her right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.
2. If mediation, facilitation, or other dispute resolution processes are selected, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed upon dispute resolution agreement, the proceeding must be confidential.

B. Grievance Procedure for Unresolved Complaints

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

C. Time Limitations

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

D. Arbitration

1. Arbitrator

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

2. Time Limits

- a. Proceedings. An arbitration proceeding must be held no later than forty-five (45) calendar days after the request for arbitration, or, if the arbitrator is appointed by the Chief Executive Officer, the proceeding must occur no later than thirty (30) calendar days after the arbitrator's appointment.
 - b. Decision. A decision must be made by the arbitrator no later than thirty (30) calendar days after the date the arbitration proceeding begins.
 3. The Cost.
 - a. The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, a participant, labor organization, or other interested individual prevails under a binding arbitration proceeding, the State or local applicant that is a party to the grievance must pay the total cost of the proceeding and the attorney's fees of the prevailing party.
- E. Suspension of Placement
If a grievance is filed regarding a proposed placement of a participant in a program that receives assistance under this chapter, such placement must not be made unless the placement is consistent with the resolution of the grievance.
- F. Remedies
Remedies for a grievance filed under a procedure established by a recipient of CNCS assistance may include:
 1. Prohibition of a placement of a participant; and
 2. In grievance cases where there is a violation of nonduplication or nondisplacement requirements and the employer of the displaced employee is the recipient of CNCS assistance:
 - a. Reinstatement of the employee to the position he or she held prior to the displacement;
 - b. Payment of lost wages and benefits;
 - c. Re-establishment of other relevant terms, conditions and privileges of employment; and
 - d. Any other equitable relief that is necessary to correct any violation of the nonduplication or nondisplacement requirements or to make the displaced employee whole.
- G. Suspension or Termination of Assistance
CNCS may suspend or terminate payments for assistance under this chapter.
- H. Effect of Noncompliance with Arbitration
A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.

XXIX. Compliance with Laws

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

XXXI. Enforcement

If **SUBCONTRACTOR** (or its Contractor) materially fails to comply with the terms and conditions of this MOU and its exhibits, including failure to recruit the contracted number

of AmeriCorps members for enrollment in the program, or retain them, **PCA CA** may take one or more of the following actions, as appropriate in the circumstances:

- A. Wholly or partly suspend or terminate the current Contract;
- B. Reduce the number of contracted member positions in future enrollment periods;
or
- C. Impose other remedies that may be legally available.

XXXII. Whistleblower Rights and Remedies

- A. **SUBCONTRACTOR** is required to notify all of its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described at: <http://www.cncsoig.gov/contractor-whistleblower-protection-0#node-1001>. As such, **SUBCONTRACTOR** is required to notify all of its employees that they may not be discharged, demoted, or otherwise discriminated against for disclosing information that an employee reasonably believes is evidence of:
 - 1. Gross mismanagement or waste of a Federal contract or grant;
 - 2. An abuse of authority relating to a Federal contract or grant (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS);
 - 3. A substantial and specific danger to public health or safety; or
 - 4. A violation of law, rule, or regulation related to a Federal contract or grant.
- B. **SUBCONTRACTOR** is required to notify all of its employees that an employee may disclose suspected wrongdoing described above to any of the following:
 - 1. The CNCS Office of Inspector General;
 - 2. A CNCS employee responsible for contract or grant oversight or management;
 - 3. A management official or other employee of **SUBCONTRACTOR** who has the responsibility to investigate, discover, or address misconduct; or
 - 4. An authorized official of the U.S. Department of Justice or other law enforcement agency, a Member of Congress, or a representative of a committee of Congress, or the Government Accountability Office ("GAO").
- C. **SUBCONTRACTOR** is required to notify all of its employees in writing that if an employee believes that he or she has been subjected to reprisal for disclosed wrongdoing described in XXXII.A above, the employee may submit a complaint to the CNCS OIG within three (3) years of the date on which the alleged reprisal took place.
- D. If **SUBCONTRACTOR** contracts with another organization to either administer or host AmeriCorps members, the contract must incorporate the requirement of this section, and require that such provisions are binding upon the contractor. **SUBCONTRACTOR** shall be responsible for contractor's compliance with these regulations.
- E. Neither **SUBCONTRACTOR** (or its Contractor, if applicable) shall require their respective employees to sign or comply with any internal agreements or statements prohibiting or otherwise restricting the lawful reporting of suspected or confirmed compliance issues to any entity authorized to receive such information.

XXXIII. Entire MOU

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

EXHIBIT D
MILEAGE

- I. Mileage:
1. **PCA CA** will provide mileage reimbursement services for **SUBCONTRACTOR's** AmeriCorps members. Mileage reimbursement services include:
 - a. Providing monthly mileage reimbursement for 30 AmeriCorps members during the term of this MOU, based on rates established by **SUBCONTRACTOR**;
 - b. Issuing payments to AmeriCorps members within 15 days of the submission of completed and approved Mileage Reimbursement Request Form.
 - c. Invoicing **SUBCONTRACTOR** monthly for the full amount of AmeriCorps mileage reimbursement related expenses.
 2. **SUBCONTRACTOR** will:
 - a. Review all Mileage Reimbursement Forms completed by AmeriCorps members for accuracy and inclusion of Auto Insurance Requirements;
 - b. Approve Mileage Reimbursement Forms with written signature of a supervisor;
 - c. Submit completed and approved Mileage Reimbursement Request Forms to **PCA CA** by 10th day of the month following the month that the expense was incurred; and
 - d. Provide full payment to **PCA CA** within thirty (30) days of receipt of monthly invoice request.
 3. Mileage reimbursement is calculated at the current Federal rates. Currently the Federal rate is **\$0.545**, but is subject to change January 1st. Mileage is always calculated at the Standing Federal rates at the time of services.
 4. Mileage reimbursement shall not exceed **\$15,000.00**. If this total is to be adjusted, both parties will have to come to an agreement and an amendment signed.