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## Agenda: Children and Families Commission 11-2016

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

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**Meeting date, time, and place** November 2, 2016 - 3:30 p.m.  
First 5 San Bernardino  
Commission Conference Center

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

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**SPECIAL PRESENTATION** None

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**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.

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**Report** Advisory Committee Report by Margaret Hill, Chair

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**Report** Executive Director's Report by Karen E. Scott

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

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

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

<b>Item No.</b>	<b>CONSENT ITEM</b>
1	Approve Minutes of September 7, 2016 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
2	Approve Commission Meeting Schedule for Calendar Year 2017. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
3	<ol style="list-style-type: none"> <li>1. Approve employment contracts between the County of San Bernardino and Children and Families Commission with the following individuals for the period of November 26, 2016 through November 25, 2019.               <ol style="list-style-type: none"> <li>a. Jessica Cain as a Staff Analyst II, for the total annual cost of \$79,334 (\$55,869 Salary, \$23,465 Benefits).</li> <li>b. Victor Hernandez as a Staff Analyst II, for the total annual cost of \$79,334 (\$55,869 Salary, \$23,465 Benefits).</li> <li>c. Jennie Randolph as an Accountant III, for the total annual cost of \$84,495 (\$58,677 Salary, \$25,818 Benefits).</li> <li>d. Walid Wahba as a Staff Analyst II, for the total annual cost of \$79,334 (\$55,869 Salary, \$23,465 Benefits).</li> </ol> </li> <li>2. Authorize the Assistant Executive Officer for 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.</li> <li>3. Direct the Assistant Executive Officer for Human Services to transmit all documents in relation to contract amendments to the Clerk of the Board of Supervisors within 30 days of execution.</li> </ol> (Presenter: Karen E. Scott, Executive Director, 252-4252)

<b>Item No.</b>	<b>DISCUSSION ITEM</b>
4	Conduct Public Hearing of the Children and Families Commission for San Bernardino County Annual Report for Fiscal Year 2015-2016. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)
5	Approve Contract FS076 with San Bernardino County Library in support of the Career Online High School Initiative for Fiscal Year 2016-2018. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)
6	Conduct Public Hearing for the Children and Families Commission for San Bernardino County Annual Audit for Fiscal Year 2015-2016. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)
7	Approve Amendment A1 to CFC 06-11 Fund Balance Policy. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)
8	Approve non-financial Memorandum of Understanding with the County of San Bernardino Preschool Services Department (PSD) to provide literacy, math skills, and social and emotional development skills for eligible PSD children through the use of AmeriCorps members for the period of September 28, 2016 through August 31, 2017. (Presenter: Mary Jaquish, Staff Analyst II, 252-4254)
9	Approve IMPACT (Improve and Maximize Programs so All Children Thrive) Region 9 Hub Agreement Number 43580 with Orange County Office of Education in the amount of \$268,600 for Fiscal Years 2016-2017 through 2019-2020 to support regional coordination, training and technical assistance for the First 5 California IMPACT initiative. (Presenter: Chrystina Smith-Rasshan)

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**Agenda: Children and Families Commission 11-2016**

**November 2, 2016**

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

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**Commissioner Roundtable**      Open to comments by the Commissioners

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**Next Meeting at  
First 5 San  
Bernardino**

**PLEASE NOTE**  
**There will be no Commission Meeting in December.**

**NEXT MEETING**  
**Wednesday, January 11, 2017 (2<sup>nd</sup> Wednesday of the month)**  
**3:30 p.m. to 5:00 p.m.**

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**CHILDREN AND FAMILIES COMMISSION  
for San Bernardino County  
AGENDA: NOVEMBER 2, 2016**

**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)

<b>Item No.</b>	<b>Contractor</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors; Principals &amp; Agents</b>	<b>Commissioner Abstentions</b>
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 County Library	James Ramos, Chairman San Bernardino County Board of Supervisors	Leonard Hernandez County Library	N/A
6	N/A	N/A	N/A	N/A
7	N/A	N/A	N/A	N/A
8	County of San Bernardino Preschool Services Department	James Ramos, Chairman San Bernardino County Board of Supervisors	Diana Alexander Director	Dr. Ohikhuare
9	Orange County Superintendent of Schools	Patricia McCaughey Administrator	N/A	N/A



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## Minutes: Children and Families Commission Meeting

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

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**Meeting Date,  
Time and  
Location**

Commission Meeting  
September 7, 2016  
3:30 p.m.

Vice Chair Ohikhuare called the meeting to order at 3:34 p.m.

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**Pledge of  
Allegiance**

The Pledge of Allegiance was led by Vice Chair Ohikhuare

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**Special  
Presentation**

None

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**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.

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**Attendees**

**Commissioners Present**

- Margaret Hill
- Stacy Iverson
- Maxwell Ohikhuare, M.D.
- Paul Vargas
- Elliot Weinstein, M.D.

**Staff Present**

- Karen E. Scott, Executive Director
- Cindy Faulkner, Operations Manager
- Debora Dickerson-Sims, Administrative Supervisor II
- Scott McGrath, Supervisor
- Staci Scranton, Supervising Office Assistant
- Sophie Akins, Commission Counsel
- Mary Alvarez, Staff Analyst II

Changes to the Agenda None

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Report –  
Karen E. Scott  
Executive  
Director

**ADVISORY COMMITTEE**

The next meeting is scheduled for September 22, here at First 5.

**QUALITY START IN SAN BERNARDINO COUNTY**

Quality Start is the brand new name for QRIS, a program designed to help child care and preschool programs provide the highest quality early learning experiences possible. Other regional partners, such as Orange County, Riverside, and Imperial County use the Quality Start name, as well.

**TOBACCO LEGISLATION**

Last fall and through early spring, First 5 Commissions across the state watched a package of six (6) tobacco-related special session bills move.

These bills proposed to:

- Raise the smoking age to 21
- Regulate e-cigarettes like other tobacco products
- Extend prohibition of smoking in the workplace including hotel lobbies, bars, gaming, etc.
- Extend the smoke free zone to all California schools including charter schools and vehicles
- Allow Counties to tax the distribution of cigarettes and other tobacco products upon voter approval
- Increase California’s tobacco licensing distributor and wholesaler fees

These bills were signed by the Governor on May 4<sup>th</sup> except the one allowing counties to tax the distribution of cigarettes. The remaining bills took effect on either June 9<sup>th</sup> or for the bill that increased several tobacco industry fees and some of the provisions of the bill that regulates e-cigarettes, those will take effect on January 2, 1017.

The expected annual impact on First 5 San Bernardino Commission revenue based on two of the bills and as early as FY 2016/17 is as follows:

Impact of Annual Licensing Fee	\$ 225,279
<u>Impact of Age Increase to 21</u>	<u>\$-1,200,347</u>
Total	\$ - 975,068

For the \$2 per pack tax initiative being planned to appear on the ballot for November:

- This bill would require the tobacco product excise tax be imposed on e-cigarette products for the first time, potentially raising about \$20m plus for Prop 10.
- This bill would allow for backfill for the special funds affected by an increase in tax such as Prop 10.

If approved, very rough estimates of the impact would be an additional \$1,469,213 for F5SB from the dedicated equivalency tax on tobacco and now e-cigarette products.

This would yield a net impact of \$494,145 to the good in additional revenue for FY 2016/17.

Relating to upcoming state propositions, First 5 Commissions are following three particular ballot measures: Propositions 55, 56, and 64.

**Proposition 55 - Extension of Prop 30 Taxes**

Proposition 55 would extend the 2012 approved income tax increase rates for 12 additional years (to sunset in 2030-31) and allow the Prop 30 sale tax to expire at the end of 2016.

Revenue projections are sensitive to stock market performance of the overall economy. However, the LAO reports revenue generation of \$4 - \$9 billion annually, nearly half of which would go towards K-12 education and community colleges. Additional funding would be dedicated to Medi-Cal, the state's Rainy Day Fund, and paying down debt services.

**First 5 Association has not taken a position on Proposition 55.**

**Proposition 56 - \$2 Tobacco Tax**

Sponsored by the Save Lives Coalition, Prop 56 would increase the state Tobacco Tax by \$2.00 per pack of cigarettes and, for the first time, this measure would also apply excise taxes on e-cigarettes. In doing so, the equivalency of the current 87-cent Tobacco Tax (dedicated to Prop 10 and Prop 99) would be applied to e-cigarettes.

LAO predicts the measure would generate between \$1 - \$1.4 billion annually, most of which would benefit cancer research and Medi-Cal services.

The \$2.00 per pack increase alone would not benefit Prop 10. However, because the measure extends excise taxes to e-cigarettes, taxes would directly benefit Prop 10 and First 5s across the state to the tune of \$10 - \$40 million annually. If passed, the new taxes would take effect April 2017.

**First 5 Association Endorses Prop 56** and recognizes that it can benefit First 5's and our missions in three key ways:

- 1) Applying the equivalency of the current tobacco excise tax to e-cigarettes;
- 2) Significantly bolstering Medi-Cal and Denti-Cal programs; and
- 3) Further promoting tobacco cessation among Californians.

**Proposition 64 – Marijuana Legalization & Taxation**

Voters will be asked if adults over the age of 21 can legally use recreational marijuana. If passed, marijuana would be taxed at cultivation and at the point of sale. The proposition allows local municipalities to place additional regulations on marijuana and place additional taxes (on top of state taxes) if approved by voters.

The LAO reports that the measure will generate up to \$1 billion in new tax revenue annually. Such revenues will be used to create the Bureau of Marijuana Control, prevent and treat teen drug use, train law enforcement officers, and protect the environment from the harms of marijuana cultivation. There is no provision for First 5s in this measure.

**First 5 Association has not taken a position on Proposition 64.**

First 5 CA and County Commission are not taking a stand on marijuana and are not currently a party to any conversations about marijuana legalization, regulation or taxation.

Statewide conversations have begun on the appropriate F5 response and delivery of developmental research, prevention campaigns and resources for pregnant women and parents of young children to mitigate any negative effects of marijuana usage.

**Consent**

A motion was made by Commissioner Weinstein and seconded by Commissioner Vargas to approve the Consent Item. Commissioners. With Commissioners Gonzales and Haugan absent, and without further comment or objection, motion carried by unanimous vote.

Item No.	CONSENT
1	Approve minutes of August 3, 2016 Commission Meeting.

Item No.	DISCUSSION
2	<p>Authorize First 5 San Bernardino (F5SB) to participate jointly with First 5 Riverside (F5R) in submitting a proposal for the Dental Transformation Initiative – Local Dental Pilot Project for Fiscal Years 2016 – 2020, a funding opportunity to improve dental services in the Inland Empire region, strengthening the child health system.                      (Presenter: Karen E. Scott, Executive Director, 252-4252)</p> <p><b><u>Discussion</u></b>                      Commissioner Vargas asked if the children need to be on Medi-Cal to receive services. Ms. Scott answered yes, the children that will be testing the pilot program have to be Medi-Cal children.</p> <p>None</p> <p><b><u>Public Comment</u></b>                      None</p> <p>A motion was made by Commissioner Iverson and seconded by Commissioner Weinstein to approve Item 2. Vice Chair Ohikhuare abstained due to his department’s involvement. With Commissioners Gonzales and Haugan absent, an abstention from Vice Chair Ohikhuare and without further comment or objection, motion carried by unanimous vote.</p>
3	<p>Approve Amendment A1 to Contract HW054 with County of San Bernardino Department of Public Health (DPH) BONUS (Babies Optimal Nutrition with Ultimate Support) program to provide lactation support services countywide for Fiscal Years 2015-2018.                      (Presenter: Mary Alvarez, Staff Analyst II, 252-4258)</p> <p><b><u>Discussion</u></b>                      None</p> <p><b><u>Public Comment</u></b>                      None</p> <p>A motion was made by Commissioner Vargas and seconded by Commissioner Hill to approve Item 2. Vice Chair Ohikhuare abstained due to his department’s involvement. With Commissioners Gonzales and Haugan absent, an abstention from Vice Chair Ohikhuare and without further comment or objection, motion carried by unanimous vote.</p>

**Public Comment** None



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**Commissioner Roundtable**

Commissioner Vargas stated he is looking forward to the Children's Network Conference. Commissioner Iverson commented that First 5 has done a remarkable job in drawing in additional resources (funds) for programs and growing systems for the children.

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**Adjournment**

A motion to adjourn was made by Commissioner Vargas and seconded by Commissioner Iverson. With Commissioners Gonzales and Haugan absent and without further comment or objection, motion carried by unanimous vote.

Vice Chair Ohikhuare adjourned the meeting at 4:10 p.m.

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**Next meeting at  
First 5 San  
Bernardino**

**NOVEMBER 2, 2016**  
**3:30 p.m.**

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**Attest**

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Maxwell Ohikhuare, M.D., Vice Chair

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Ann M. Calkins, Commission Clerk

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**AGENDA ITEM 2  
NOVEMBER 2, 2016**

<b>Subject</b>	Commission Meeting Schedule for 2017
<b>Recommendations</b>	Approve Commission Meeting Schedule for Calendar Year 2017. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
<b>Background Information</b>	<p>Each year, the Commission reviews the meeting schedule for the next year. Commission Meetings are held the first Wednesday of each month except for January and July (due to holidays) and October (to align with required submission of annual report and audit).</p> <p>January 11, 2017            February 1, 2017            March 1, 2017            April 5, 2017            May 3, 2017            June 7, 2017            July 12, 2017            August 2, 2017            September 6, 2017            October 25, 2017            November 1, 2017            December 6, 2017</p>
<b>Financial Impact</b>	None
<b>Review</b>	Sophie Akins, Commission Counsel

<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>



**AGENDA ITEM 3  
NOVEMBER 2, 2016**

<b>Subject</b>	Employment Contracts – Jessica Cain, Victor Hernandez, Walid Wahba – Staff Analyst II; Jennie Randolph – Accountant III
<b>Recommendations</b>	<ol style="list-style-type: none"><li>1. Approve employment contracts between the County of San Bernardino and Children and Families Commission with the following individuals for the period of November 26, 2016 through November 25, 2019.<ol style="list-style-type: none"><li>a. Jessica Cain as a Staff Analyst II, for the total annual cost of \$79,334 (\$55,869 Salary, \$23,465 Benefits).</li><li>b. Victor Hernandez as a Staff Analyst II, for the total annual cost of \$79,334 (\$55,869 Salary, \$23,465 Benefits).</li><li>c. Jennie Randolph as an Accountant III, for the total annual cost of \$84,495 (\$58,677 Salary, \$25,818 Benefits).</li><li>d. Walid Wahba as a Staff Analyst II, for the total annual cost of \$79,334 (\$55,869 Salary, \$23,465 Benefits).</li></ol></li><li>2. Authorize the Assistant Executive Officer for 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.</li><li>3. Direct the Assistant Executive Officer for 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)</li></ol>
<b>Financial Impact</b>	The total annual cost of \$322,497 is fully reimbursed by the Children and Families Commission’s (Commission) Trust Fund. Adequate appropriation and revenue have been included in the Commission’s 2016-17 budget and will be included in future recommended budgets.
<b>Background Information</b>	<p>On January 23, 2001 (Item No. 59), the Board of Supervisors (Board) approved Contract No. 01-50 with the Commission to maintain a mutually cooperative working relationship to effectively and efficiently implement the Commission’s mission. The terms and conditions of the agreement 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 agreement has been amended several times to revise language regarding services or to add services provided by the County. The Commission reimburses the County for the cost of these services.</p> <p>The Commission has a vacancy for three Staff Analyst II positions and one Accountant III position. The Staff Analyst II position is responsible for oversight and monitoring of direct service contracts; performs research and analytic oversight; serves as the program’s representative, and represents the Commission at governmental and community meetings. The Accountant III position prepares a variety of detailed accounting and financial statements; analyzes fiscal documents; makes complex or difficult adjusting entries; assists in preparation of budgets and establishes budgetary controls.</p> <p>The recommended contracts shall be effective November 26, 2016 and shall remain in effect through November 25, 2019, subject to the termination provisions of the</p>

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

**PROCUREMENT**

At the request of the Commission, Human Resources provided a certification list of 12 eligible candidates for the Staff Analyst II position. Nine qualified candidates were interviewed from August 31, 2016 through September 2, 2016 by two members of the Commission's Executive Team. Based on their interviews, education, and experience, Jessica Cain, Victor Hernandez and Walid Wahba were selected as the best qualified candidates. The Commission has a vacancy for an Accountant III position and is recommending filling that position with Jennie Randolph, the employee who previously held that position until May 27, 2016. Jennie Randolph's initial placement as an Accountant was from a certification list following a recruitment by Human Resources.

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

Based on their education and experience and pending Commission approval, First 5 staff recommends employment contracts with the following individuals:

Candidate	Position	Starting Hourly Rate
Jessica Cain	Staff Analyst II	\$26.86
Victor Hernandez	Staff Analyst II	\$26.86
Walid Wahba	Staff Analyst II	\$26.86
Jennie Randolph	Accountant III	\$28.21

**Review**

This item has been reviewed by Human Resources (Mark DeBoer, Human Resources Employment Division Chief, 387-5564) on October 19, 2016; Human Services Contracts (Regina Dalton, Contracts Manager, 388-0241) on October 6, 2016; County Counsel (Cynthia O'Neill, Deputy County Counsel, 387-5455) on October 19, 2016; Human Services Administration (Lynne Fischer, Administrative Analyst, 388-0253) on October 20, 2016; Finance (John Hallen, Administrative Analyst, 388-0208) on October 19, 2016.

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<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>



F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		<b>SC</b>	Dept. 903	<b>A</b>	Contract Number	
<input type="checkbox"/> Change	ePro Vendor Number n/a				ePro Contract Number n/a		
<input type="checkbox"/> Cancel	County Department Human Services		Dept. 903	Orgn. ADMI	Contractor's License No.		
		County Department Contract Representative Karyn Baxter		Telephone (909)386-8369	Total Contract Amount \$26.86/hour		
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:				Employment Contract			
Commodity Code		Contract Start Date November 26, 2016	Contract End Date November 25, 2019	Original Amount \$26.86/hour	Amendment Amount \$		
Fund RRC	Dept. 903	Organization ADMI	Appr. 100	Obj/Rev Source 1010	GRC/PROJ/JOB No.	Amount \$26.86/hour	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name Staff Analyst II			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount
			_____	_____	_____	_____	_____
			_____	_____	_____	_____	_____

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

Name  
 Jessica Cain hereinafter called Contractor  
 Address \_\_\_\_\_  
 Address on file \_\_\_\_\_  
 Telephone \_\_\_\_\_ Federal ID No. or Social Security No. \_\_\_\_\_  
 ( ) - \_\_\_\_\_

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County and the Commission desire to obtain the services of Contractor on the terms and conditions set forth in this Contract, and

WHEREAS, Contractor has the skills and knowledge necessary to provide services for the Commission:

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

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. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

Contractor shall be employed as a Staff Analyst II with the Commission. Contractor shall work cooperatively with the staff at the Commission under the direction of the Operations Manager, performing a broad range of duties, including, but not limited to, the following:

- A. Plan, coordinate, and complete program activities directly supporting the program's purpose and mission, in accordance with the strategic plan and Commission guidance.
- B. Exercise sound judgment in problem solving and decision making; provide recommendations for program improvements and enhancements.
- C. Provide technical assistance; serve as program's representative for designated geographic area(s).
- D. Serve as technical assistant and subject matter resource for child health, child development, family functioning, system integration, community engagement, and/or related areas; provide, either directly or through other resources, information and assistance about subject area; participate in projects related to subject area as representative of the program.
- E. Either independently or as a member of staff team, conduct procurements, contract/agreement negotiations, preparations, administrative performance and compliance reviews; verify and report on adherence to internal and mandated policies and procedures relating to contracted service agencies and program performance; monitor and report on the timely completion of contract and program requirements.
- F. Participate in the development and implementation of goals, objectives, and strategies for engaging the community; develop and sustain effective relationships with community-based organizations, public agencies, community leaders, and other Commission stakeholders.
- G. Provide input and support in the dissemination of news and information to the press, radio, television, and the Internet through written releases, personal interviews, and press conferences; act as liaison between the Commission and media.
- H. Prepare written and oral reports on performance and results of Commission program efforts; ensure timely distribution of information to Commission management, Commissioners, and the community.
- I. Represent Commission at various governmental and community meetings.
- J. Provide presentations on program and services provided; explain program goals and objectives on an individual or group basis for informational and/or coordination purposes.
- K. Assist in the promotion of partnership meetings within service areas to provide for the mutual gathering and sharing of information, strategic planning, community asset and needs assessments, collaboration, leveraging of resources, program enhancements, and joint operations.
- L. Resolve issues and problems and facilitate appropriate solutions, either directly or in coordination with other agencies.
- M. Conduct negotiations; prepare contracts, memoranda of understanding, and other agreements to provide required services; prepare amendments; coordinate reviews and approvals.
- N. Develop contract monitoring procedures and forms; conduct monitoring of contracts and other agreements for compliance with contract provisions; conduct site visits; monitor actual program performance in relation to projected performance to ensure that program objectives are met; develop and monitor implementation of corrective actions as required.
- O. Assist contracted agencies in developing evaluation methodologies, including tools, to measure outcomes.
- P. Analyze program, participants, and other information; prepare reports, briefings, summaries, documents, agenda items, and correspondence in a complete, concise, and accurate manner, present reports and briefings in both written and verbal manner to the Commission and public at large.



- Q. Prepare and maintain records, files, and data, both electronically and non-electronically.
- R. Organize, coordinate, and complete assigned special projects.
- S. Provide program related status and other informative reports to management, appropriate staff and agencies in a timely and accurate manner.
- T. Provide assistance and temporary support as required.
- U. May supervise a small staff; assign and evaluate their work.
- V. Perform other special projects and duties as assigned.
- W. Provide vacation and temporary relief as required.
- X. Travel throughout the County as required.

## **II. CONFLICT OF INTEREST**

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County's Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal, as distinguished from financial interest, includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment, providing such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

## **III. TERM**

This Contract shall be effective November 26, 2016 and shall remain in effect through November 25, 2019, subject to the termination provisions below. The Assistant Executive Officer of Human Services is authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of three successive one-year periods. Notwithstanding the foregoing, 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.

## **IV. COMPENSATION OF CONTRACTOR**

Upon the effective date of this Contract, 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.

### **A. SALARY RATE**

Contractor shall be compensated for services at a rate of \$26.86 per hour not to exceed 40 hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be evaluated and will be eligible to receive step increases of approximately 2.5% after each completion of 2,080 service hours and upon approval of the appointing authority, up to a maximum of \$34.28, based on a meets standards work performance evaluation. 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.

B. OVERTIME

Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by the Executive Director, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at one and one half (1½) times the Contractor's regular rate of pay.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensating time off at premium hours. Cash payment at the Contractor's regular rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of Contract.

C. LEAVE PROVISIONS

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Administrative Services Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, and Vacation.

Refer to Item O in this Section for processing of leave balances upon termination of this Contract.

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) to offset the cost of medical plan premiums charged to Contractor. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employee's Retirement Association. The applicable MPS shall be paid directly to the provider of the County-sponsored medical plan in which the eligible Contractor has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost). Contractor shall receive the following MPS amounts, per pay period, as applicable:

Coverage type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$97.45	\$194.90
Employee + 1	\$167.28	\$334.57
Employee + 2	\$236.72	\$473.43

If enrolled in a County-sponsored medical plan and all other Plan eligibility requirements are met, Contractor shall receive a Dental Premium Subsidy (DPS) amount, per pay period, as applicable:

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Employee + 1	\$4.73	Up to \$9.46
Employee + 2		

The applicable DPS amount shall be paid directly to the provider of the County-sponsored dental plan in which the eligible employee has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

To be eligible for the MPS and DPS, Contractor must be scheduled for a minimum of forty (40) hours per pay period and have received pay for at least one-half plus one hour of scheduled hours in a pay period.

Contractor shall not receive Flex Dollars if Contractor chooses to “opt-out” or “waive” from the County-sponsored health plans.

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Subject to carrier requirements, the County shall pay the premiums for vision care insurance for Contractor (employee-only coverage) if Contractor is scheduled and receives pay for at least forty-one (41) hours per pay period.

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Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance in the same manner and amount as offered by the County to employees in the Administrative Services Unit.

H. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Administrative Services Unit.

I. RETIREMENT PLAN

Contractor shall participate in the County’s general employee retirement system during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor’s participation in the general retirement system shall be in accordance with the applicable terms of the County Employee Retirement Law of 1937, the California Public Employees’ Pension Reform Act of 2013 (Gov’t Code section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employees’ Retirement Association.

J. RETIREMENT MEDICAL TRUST (“Trust”)

Upon termination of this Contract, Contractor shall be eligible to convert the cash value of unused Sick Leave to the Trust in the same manner and amount as employees in the Administrative Services Unit, provided the Contractor meets the eligibility requirements (e.g., years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

Refer to Item O in this section for processing of unused Sick Leave balances upon termination of this Contract.

K. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County’s 457(b) Salary Savings Plan, per the Plan Document. Contractor shall not receive County match contributions with respect to participation in such plan.

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Contractor shall be eligible to participate in the County’s DCAP and FSA Plans in the same manner as employees in the Administrative Services Unit and per the plan documents. Contractor shall not receive any County match contributions with respect to participation in either plan.

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Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, Military Leave, Time Off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

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Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Administrative Services Unit.

O. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as employees in the Administrative Services Unit, if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick Leave shall be forfeited.

Contractor to Regular County Employment

In the event this Contract is terminated because Contractor is appointed to a regular County position without a break in service, the Contractor shall be provided a new date of hire (i.e., Regular Hire Date). Eligibility for benefits, including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable Memorandum of Understanding (MOU) or ordinance in effect at the time Contractor is appointed to a regular County position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over shall be distributed as outlined in "Contractor Separated from County Service" above.

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**V. GENERAL PROVISIONS RELATING TO CONTRACTOR**

A. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled work week) shall be established by the Executive Director, or his/her designee. The Executive Director or his/her designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. Contractor shall not work more than 40 hours per work week without prior approval from the Executive Director or his/her designee. The Executive Director or his/her designee shall have the right to direct Contractor to take such time off as is necessary to ensure that Contractor's actual time worked does not exceed forty (40) hours within any given work period.

B. CLASSIFICATION

Contractor will not attain regular status in this position, and as an unclassified Contract employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County's and the Department's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

C. WORKERS' COMPENSATION AND LIABILITY COVERAGES

Contractor shall be covered by the County's Workers' Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the County's Public Liability Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.

D. USE OF PRIVATE VEHICLE

If the services to be performed under this Contract require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of duties under this Contract.

Contractor agrees to allow the County to obtain a Department of Motor Vehicles report of Contractor's driving record.

In order for Contractor to be able to use a private vehicle during the performance of duties under this Contract, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars (\$15,000) for single injury or death;
2. Thirty thousand dollars (\$30,000) for multiple injury or death;
3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section III above.

E. EVIDENCE OF ELIGIBILITY TO WORK

Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to and successfully complete a pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness before employment commences. This provision is satisfied if Contractor is a current employee or Contractor who previously met the requirements of this provision.

F. DIRECT DEPOSIT

Contractor must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in the County paying Contractor via pay card.

G. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from the County shall be fully reimbursed to the County if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

**VI. REIMBURSEMENT AND INDEMNIFICATION**

- A. The Commission agrees to reimburse the County for total compensation cost of the employee.
- B. The Commission shall indemnify, defend, and hold harmless the County, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the County's provision of the contracted personnel to the Commission.

**VII. CONCLUSION**

This Contract, consisting of nine (9) pages, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions, and benefits.

COUNTY OF SAN BERNARDINO

▶ \_\_\_\_\_  
James Ramos, 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 Jessica Cain  
*(Print or type name of person signing contract)*

Title Staff Analyst II  
*(Print or Type)*

Dated: \_\_\_\_\_

Address Address on file

Approved as to Legal Form  
▶ \_\_\_\_\_  
Cynthia O'Neill, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed by Contract Compliance  
▶ \_\_\_\_\_  
Regina Dalton, Contracts Unit  
Date \_\_\_\_\_

Presented to BOS for Signature  
▶ \_\_\_\_\_  
CaSonya Thomas, Assistant Executive Officer for  
Human Services  
Date \_\_\_\_\_



F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		<b>SC</b>	Dept. 903	<b>A</b>	Contract Number	
<input type="checkbox"/> Change	ePro Vendor Number n/a		ePro Contract Number n/a				
<input type="checkbox"/> Cancel	County Department Human Services		Dept. 903	Orgn. PROG	Contractor's License No.		
County Department Contract Representative Karyn Baxter		Telephone (909)386-8369		Total Contract Amount \$26.86/hour			
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:				Employment Contract			
Commodity Code		Contract Start Date November 26, 2016	Contract End Date November 25, 2019	Original Amount \$26.86/hour	Amendment Amount \$		
Fund RRC	Dept. 903	Organization PROG	Appr. 100	Obj/Rev Source 1010	GRC/PROJ/JOB No.	Amount \$26.86/hour	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name Staff Analyst II			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount

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

Name  
 Victor Hernandez hereinafter called Contractor  
 Address \_\_\_\_\_  
 Address on file \_\_\_\_\_  
 Telephone \_\_\_\_\_ Federal ID No. or Social Security No. \_\_\_\_\_  
 ( ) - \_\_\_\_\_

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County and the Commission desire to obtain the services of Contractor on the terms and conditions set forth in this Contract, and

WHEREAS, Contractor has the skills and knowledge necessary to provide services for the Commission:

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

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. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

Contractor shall be employed as a Staff Analyst II with the Commission. Contractor shall work cooperatively with the staff at the Commission under the direction of the Operations Manager, performing a broad range of duties, including, but not limited to, the following:

- A. Plan, coordinate, and complete program activities directly supporting the program's purpose and mission, in accordance with the strategic plan and Commission guidance.
- B. Exercise sound judgment in problem solving and decision making; provide recommendations for program improvements and enhancements.
- C. Provide technical assistance; serve as program's representative for designated geographic area(s).
- D. Serve as technical assistant and subject matter resource for child health, child development, family functioning, system integration, community engagement, and/or related areas; provide, either directly or through other resources, information and assistance about subject area; participate in projects related to subject area as representative of the program.
- E. Either independently or as a member of staff team, conduct procurements, contract/agreement negotiations, preparations, administrative performance and compliance reviews; verify and report on adherence to internal and mandated policies and procedures relating to contracted service agencies and program performance; monitor and report on the timely completion of contract and program requirements.
- F. Participate in the development and implementation of goals, objectives, and strategies for engaging the community; develop and sustain effective relationships with community-based organizations, public agencies, community leaders, and other Commission stakeholders.
- G. Provide input and support in the dissemination of news and information to the press, radio, television, and the Internet through written releases, personal interviews, and press conferences; act as liaison between the Commission and media.
- H. Prepare written and oral reports on performance and results of Commission program efforts; ensure timely distribution of information to Commission management, Commissioners, and the community.
- I. Represent Commission at various governmental and community meetings.
- J. Provide presentations on program and services provided; explain program goals and objectives on an individual or group basis for informational and/or coordination purposes.
- K. Assist in the promotion of partnership meetings within service areas to provide for the mutual gathering and sharing of information, strategic planning, community asset and needs assessments, collaboration, leveraging of resources, program enhancements, and joint operations.
- L. Resolve issues and problems and facilitate appropriate solutions, either directly or in coordination with other agencies.
- M. Conduct negotiations; prepare contracts, memoranda of understanding, and other agreements to provide required services; prepare amendments; coordinate reviews and approvals.
- N. Develop contract monitoring procedures and forms; conduct monitoring of contracts and other agreements for compliance with contract provisions; conduct site visits; monitor actual program performance in relation to projected performance to ensure that program objectives are met; develop and monitor implementation of corrective actions as required.
- O. Assist contracted agencies in developing evaluation methodologies, including tools, to measure outcomes.
- P. Analyze program, participants, and other information; prepare reports, briefings, summaries, documents, agenda items, and correspondence in a complete, concise, and accurate manner, present reports and briefings in both written and verbal manner to the Commission and public at large.

- Q. Prepare and maintain records, files, and data, both electronically and non-electronically.
- R. Organize, coordinate, and complete assigned special projects.
- S. Provide program related status and other informative reports to management, appropriate staff and agencies in a timely and accurate manner.
- T. Provide assistance and temporary support as required.
- U. May supervise a small staff; assign and evaluate their work.
- V. Perform other special projects and duties as assigned.
- W. Provide vacation and temporary relief as required.
- X. Travel throughout the County as required.

## **II. CONFLICT OF INTEREST**

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County's Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal, as distinguished from financial interest, includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment, providing such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

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Contractor will not attain regular status in this position, and as an unclassified Contract employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County's and the Department's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

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Contractor shall be covered by the County's Workers' Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the County's Public Liability Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.

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1. Fifteen thousand dollars (\$15,000) for single injury or death;
2. Thirty thousand dollars (\$30,000) for multiple injury or death;
3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section III above.

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Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to and successfully complete a pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness before employment commences. This provision is satisfied if Contractor is a current employee or Contractor who previously met the requirements of this provision.

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Contractor must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in the County paying Contractor via pay card.

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Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from the County shall be fully reimbursed to the County if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

**VI. REIMBURSEMENT AND INDEMNIFICATION**

- A. The Commission agrees to reimburse the County for total compensation cost of the employee.
- B. The Commission shall indemnify, defend, and hold harmless the County, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the County's provision of the contracted personnel to the Commission.

**VII. CONCLUSION**

This Contract, consisting of nine (9) pages, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions, and benefits.

COUNTY OF SAN BERNARDINO

▶ \_\_\_\_\_  
James Ramos, 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 Victor Hernandez  
*(Print or type name of person signing contract)*

Title Staff Analyst II  
*(Print or Type)*

Dated: \_\_\_\_\_

Address Address on file

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
▶ _____ Cynthia O'Neill, Deputy County Counsel	▶ _____ Regina Dalton, Contracts Unit	▶ _____ CaSonya Thomas, Assistant Executive Officer for Human Services
Date _____	Date _____	Date _____



F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		<b>SC</b>	Dept. 903	<b>A</b>	Contract Number	
<input type="checkbox"/> Change	ePro Vendor Number n/a		ePro Contract Number n/a				
<input type="checkbox"/> Cancel	County Department Human Services		Dept. 903	Orgn. ADMI	Contractor's License No.		
County Department Contract Representative Karyn Baxter		Telephone (909)386-8369		Total Contract Amount \$28.21/hour			
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:				Employment Contract			
Commodity Code		Contract Start Date November 26, 2016	Contract End Date November 25, 2019	Original Amount \$28.21/hour	Amendment Amount \$		
Fund RRC	Dept. 903	Organization ADMI	Appr. 100	Obj/Rev Source 1010	GRC/PROJ/JOB No.	Amount \$28.21/hour	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name Accountant III			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount

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

Name  
 Jennie Randolph hereinafter called Contractor  
 Address \_\_\_\_\_  
 Address on file \_\_\_\_\_  
 Telephone \_\_\_\_\_ Federal ID No. or Social Security No. \_\_\_\_\_  
 ( ) - \_\_\_\_\_

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County and the Commission desire to obtain the services of Contractor on the terms and conditions set forth in this Contract, and

WHEREAS, Contractor has the skills and knowledge necessary to provide services for the Commission:

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

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. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

Contractor shall be employed as an Accountant III with the Commission. Contractor shall work cooperatively with the staff at the Commission under the direction of the Operations Manager, performing a broad range of duties, including, but not limited to, the following:

- A. Develop financial statements for the Commission.
- B. Prepare a variety of detailed accounting, statistical, and/or narrative financial statements or reports requiring analysis and interpretation.
- C. Examine and analyze fiscal documents to ensure adherence to established internal controls; verify the accuracy of accounting records, transactions, and effectiveness of record keeping systems.
- D. Prepare or supervise technical and clerical personnel in the preparation of manual and computerized ledger entries, original entries, reconciliations, trial balances, and other fiscal record keeping work.
- E. Make complex or difficult adjusting entries affecting several subsystems of a departmental accounting system.
- F. Recommend the installation of new or revised accounting systems, procedures, and records.
- G. Advise officials and departmental personnel on accounting and fiscal actions and procedures
- H. Assist in preparation of budgets and establish budgetary controls.
- I. Conduct fiscal site visits of contracted service agencies and internal programs for financial and operational compliance; perform audits of limited scope
- J. Prepare and maintain records, files, and data, both electronically and non-electronically.
- K. Provide fiscal-related, status, and other informative reports to management and appropriate staff and agencies in a timely manner.
- L. Organize, coordinate, and complete special projects and duties as assigned.
- M. Provide vacation and temporary relief as required.
- N. Travel throughout the County as required.

## **II. CONFLICT OF INTEREST**

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County's Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal, as distinguished from financial interest, includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment, providing such acts do not constitute a conflict of interest as defined herein. Contractor is

also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

### III. TERM

This Contract shall be effective November 26, 2016 and shall remain in effect through November 25, 2019, subject to the termination provisions below. The Assistant Executive Officer of Human Services is authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of three successive one-year periods. Notwithstanding the foregoing, 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.

### IV. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, 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.

#### A. SALARY RATE

Contractor shall be compensated for services at a rate of \$28.21 per hour not to exceed 40 hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be evaluated and will be eligible to receive step increases of approximately 2.5% after each completion of 2,080 service hours and upon approval of the appointing authority, up to a maximum of \$34.28, based on a meets standards work performance evaluation. 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.

#### B. OVERTIME

Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by the Executive Director, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at one and one half (1½) times the Contractor's regular rate of pay.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensating time off at premium hours. Cash payment at the Contractor's regular rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of Contract.

#### C. LEAVE PROVISIONS

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Administrative Services Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, and Vacation.

Refer to Item O in this Section for processing of leave balances upon termination of this Contract.

#### 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) to offset the cost of medical plan premiums charged to Contractor. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San

Bernardino County Employee’s Retirement Association. The applicable MPS shall be paid directly to the provider of the County-sponsored medical plan in which the eligible Contractor has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost). Contractor shall receive the following MPS amounts, per pay period, as applicable:

Coverage type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$97.45	\$194.90
Employee + 1	\$167.28	\$334.57
Employee + 2	\$236.72	\$473.43

If enrolled in a County-sponsored medical plan and all other Plan eligibility requirements are met, Contractor shall receive a Dental Premium Subsidy (DPS) amount, per pay period, as applicable:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only		
Employee + 1	\$4.73	Up to \$9.46
Employee + 2		

The applicable DPS amount shall be paid directly to the provider of the County-sponsored dental plan in which the eligible employee has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

To be eligible for the MPS and DPS, Contractor must be scheduled for a minimum of forty (40) hours per pay period and have received pay for at least one-half plus one hour of scheduled hours in a pay period.

Contractor shall not receive Flex Dollars if Contractor chooses to “opt-out” or “waive” from the County-sponsored health plans.

**E. VISION CARE INSURANCE**

Subject to carrier requirements, the County shall pay the premiums for vision care insurance for Contractor (employee-only coverage) if Contractor is scheduled and receives pay for at least forty-one (41) hours per pay period.

**F. LIFE INSURANCE**

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in the Administrative Services Unit. County-paid life insurance will become effective and continue for each pay period in which the Contractor is paid for one half plus one of their regularly scheduled hours. For pay periods in which the Contractor does not meet the paid hours requirement, Contractor shall have the option of continuing life insurance coverage at Contractor’s expense.

**G. ACCIDENTAL DEATH AND DISMEMBERMENT**

Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance in the same manner and amount as offered by the County to employees in the Administrative Services Unit.

H. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Administrative Services Unit.

I. RETIREMENT PLAN

Contractor shall participate in the County's general employee retirement system during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor's participation in the general retirement system shall be in accordance with the applicable terms of the County Employee Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employees' Retirement Association.

J. RETIREMENT MEDICAL TRUST ("Trust")

Upon termination of this Contract, Contractor shall be eligible to convert the cash value of unused Sick Leave to the Trust in the same manner and amount as employees in the Administrative Services Unit, provided the Contractor meets the eligibility requirements (e.g., years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

Refer to Item O in this section for processing of unused Sick Leave balances upon termination of this Contract.

K. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 457(b) Salary Savings Plan, per the Plan Document. Contractor shall not receive County match contributions with respect to participation in such plan.

L. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

Contractor shall be eligible to participate in the County's DCAP and FSA Plans in the same manner as employees in the Administrative Services Unit and per the plan documents. Contractor shall not receive any County match contributions with respect to participation in either plan.

M. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, Military Leave, Time Off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

N. SHORT TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Administrative Services Unit.

O. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as employees in the Administrative Services Unit, if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick Leave shall be forfeited.

Contractor to Regular County Employment

In the event this Contract is terminated because Contractor is appointed to a regular County position without a break in service, the Contractor shall be provided a new date of hire (i.e., Regular Hire Date).

Eligibility for benefits, including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable Memorandum of Understanding (MOU) or ordinance in effect at the time Contractor is appointed to a regular County position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over shall be distributed as outlined in "Contractor Separated from County Service" above.

#### Contractor to New Contract Position

In the event the Contractor accepts another Contract position with the County without a break in service, at the sole discretion of the appointing authority of the County department or office in which appointment to the Contract position is made, leave accrual rates and unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from County Service" above.

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### **A. TOUR OF DUTY**

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**VII. CONCLUSION**

This Contract, consisting of nine (9) pages, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions, and benefits.

COUNTY OF SAN BERNARDINO

► \_\_\_\_\_  
James Ramos, 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 Jennie Randolph  
*(Print or type name of person signing contract)*

Title Accountant III  
*(Print or Type)*

Dated: \_\_\_\_\_

Address Address on file

Approved as to Legal Form

► \_\_\_\_\_  
Cynthia O'Neill, Deputy County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

► \_\_\_\_\_  
Regina Dalton, Contracts Unit

Date \_\_\_\_\_

Presented to BOS for Signature

► \_\_\_\_\_  
CaSonya Thomas, Assistant Executive Officer for Human Services

Date \_\_\_\_\_





F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		<b>SC</b>	Dept. 903	<b>A</b>	Contract Number	
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County Department Contract Representative Karyn Baxter		Telephone (909)386-8369		Total Contract Amount \$26.86/hour			
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If not encumbered or revenue contract type, provide reason:				Employment Contract			
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Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name Staff Analyst II			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount
			_____	_____	_____	_____	_____
			_____	_____	_____	_____	_____

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Name  
 Walid Wahba \_\_\_\_\_ hereinafter called Contractor  
 Address \_\_\_\_\_  
 Address on file \_\_\_\_\_  
 Telephone \_\_\_\_\_ Federal ID No. or Social Security No. \_\_\_\_\_  
 ( ) - \_\_\_\_\_

IT IS HEREBY AGREED AS FOLLOWS:

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<b>Auditor-Controller/Treasurer/Tax Collector Use Only</b>	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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## I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Staff Analyst II with the Commission. Contractor shall work cooperatively with the staff at the Commission under the direction of the Operations Manager, performing a broad range of duties, including, but not limited to, the following:

- A. Plan, coordinate, and complete program activities directly supporting the program's purpose and mission, in accordance with the strategic plan and Commission guidance.
- B. Exercise sound judgment in problem solving and decision making; provide recommendations for program improvements and enhancements.
- C. Provide technical assistance; serve as program's representative for designated geographic area(s).
- D. Serve as technical assistant and subject matter resource for child health, child development, family functioning, system integration, community engagement, and/or related areas; provide, either directly or through other resources, information and assistance about subject area; participate in projects related to subject area as representative of the program.
- E. Either independently or as a member of staff team, conduct procurements, contract/agreement negotiations, preparations, administrative performance and compliance reviews; verify and report on adherence to internal and mandated policies and procedures relating to contracted service agencies and program performance; monitor and report on the timely completion of contract and program requirements.
- F. Participate in the development and implementation of goals, objectives, and strategies for engaging the community; develop and sustain effective relationships with community-based organizations, public agencies, community leaders, and other Commission stakeholders.
- G. Provide input and support in the dissemination of news and information to the press, radio, television, and the Internet through written releases, personal interviews, and press conferences; act as liaison between the Commission and media.
- H. Prepare written and oral reports on performance and results of Commission program efforts; ensure timely distribution of information to Commission management, Commissioners, and the community.
- I. Represent Commission at various governmental and community meetings.
- J. Provide presentations on program and services provided; explain program goals and objectives on an individual or group basis for informational and/or coordination purposes.
- K. Assist in the promotion of partnership meetings within service areas to provide for the mutual gathering and sharing of information, strategic planning, community asset and needs assessments, collaboration, leveraging of resources, program enhancements, and joint operations.
- L. Resolve issues and problems and facilitate appropriate solutions, either directly or in coordination with other agencies.
- M. Conduct negotiations; prepare contracts, memoranda of understanding, and other agreements to provide required services; prepare amendments; coordinate reviews and approvals.
- N. Develop contract monitoring procedures and forms; conduct monitoring of contracts and other agreements for compliance with contract provisions; conduct site visits; monitor actual program performance in relation to projected performance to ensure that program objectives are met; develop and monitor implementation of corrective actions as required.
- O. Assist contracted agencies in developing evaluation methodologies, including tools, to measure outcomes.
- P. Analyze program, participants, and other information; prepare reports, briefings, summaries, documents, agenda items, and correspondence in a complete, concise, and accurate manner, present reports and briefings in both written and verbal manner to the Commission and public at large.

- Q. Prepare and maintain records, files, and data, both electronically and non-electronically.
- R. Organize, coordinate, and complete assigned special projects.
- S. Provide program related status and other informative reports to management, appropriate staff and agencies in a timely and accurate manner.
- T. Provide assistance and temporary support as required.
- U. May supervise a small staff; assign and evaluate their work.
- V. Perform other special projects and duties as assigned.
- W. Provide vacation and temporary relief as required.
- X. Travel throughout the County as required.

## **II. CONFLICT OF INTEREST**

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County's Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal, as distinguished from financial interest, includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment, providing such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

## **III. TERM**

This Contract shall be effective November 26, 2016 and shall remain in effect through November 25, 2019, subject to the termination provisions below. The Assistant Executive Officer of Human Services is authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of three successive one-year periods. Notwithstanding the foregoing, 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.

## **IV. COMPENSATION OF CONTRACTOR**

Upon the effective date of this Contract, 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.

### **A. SALARY RATE**

Contractor shall be compensated for services at a rate of \$26.86 per hour not to exceed 40 hours per work week unless expressly authorized, pursuant to the Overtime provision of this Contract. Contractor shall be evaluated and will be eligible to receive step increases of approximately 2.5% after each completion of 2,080 service hours and upon approval of the appointing authority, up to a maximum of \$34.28, based on a meets standards work performance evaluation. 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.

B. OVERTIME

Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by the Executive Director, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at one and one half (1½) times the Contractor's regular rate of pay.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensating time off at premium hours. Cash payment at the Contractor's regular rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of Contract.

C. LEAVE PROVISIONS

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Administrative Services Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, and Vacation.

Refer to Item P in this Section for processing of leave balances upon termination of this Contract.

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) to offset the cost of medical plan premiums charged to Contractor. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employee's Retirement Association. The applicable MPS shall be paid directly to the provider of the County-sponsored medical plan in which the eligible Contractor has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost). Contractor shall receive the following MPS amounts, per pay period, as applicable:

Coverage type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$97.45	\$194.90
Employee + 1	\$167.28	\$334.57
Employee + 2	\$236.72	\$473.43

If enrolled in a County-sponsored medical plan and all other Plan eligibility requirements are met, Contractor shall receive a Dental Premium Subsidy (DPS) amount, per pay period, as applicable:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only		
Employee + 1	\$4.73	Up to \$9.46
Employee + 2		

The applicable DPS amount shall be paid directly to the provider of the County-sponsored dental plan in which the eligible employee has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

To be eligible for the MPS and DPS, Contractor must be scheduled for a minimum of forty (40) hours per pay period and have received pay for at least one-half plus one hour of scheduled hours in a pay period.

Contractor shall not receive Flex Dollars if Contractor chooses to "opt-out" or "waive" from the County-sponsored health plans.

E. VISION CARE INSURANCE

Subject to carrier requirements, the County shall pay the premiums for vision care insurance for Contractor (employee-only coverage) if Contractor is scheduled and receives pay for at least forty-one (41) hours per pay period.

F. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in the Administrative Services Unit. County-paid life insurance will become effective and continue for each pay period in which the Contractor is paid for one half plus one of their regularly scheduled hours. For pay periods in which the Contractor does not meet the paid hours requirement, Contractor shall have the option of continuing life insurance coverage at Contractor's expense.

G. ACCIDENTAL DEATH AND DISMEMBERMENT

Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance in the same manner and amount as offered by the County to employees in the Administrative Services Unit.

H. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Administrative Services Unit.

I. RETIREMENT PLAN

Contractor shall participate in the County's general employee retirement system during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor's participation in the general retirement system shall be in accordance with the applicable terms of the County Employee Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.), and the By-Laws and other requirements of the San Bernardino County Employees' Retirement Association.

J. RETIREMENT MEDICAL TRUST ("Trust")

Upon termination of this Contract, Contractor shall be eligible to convert the cash value of unused Sick Leave to the Trust in the same manner and amount as employees in the Administrative Services Unit, provided the Contractor meets the eligibility requirements (e.g., years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

Refer to Item P in this section for processing of unused Sick Leave balances upon termination of this Contract.

K. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 457(b) Salary Savings Plan, per the Plan Document. Contractor shall not receive County match contributions with respect to participation in such plan.

L. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

Contractor shall be eligible to participate in the County's DCAP and FSA Plans in the same manner as employees in the Administrative Services Unit and per the plan documents. Contractor shall not receive any County match contributions with respect to participation in either plan.

M. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, Military Leave, Time Off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

N. SHORT TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Administrative Services Unit.

O. SERVICE AND EFFECT ON BENEFITS

Contractor was a County Contract employee immediately prior to entering into this Contract, without separation from County employment. Execution of this Contract shall not result in separation in County employment for purposes of determining eligibility for and level of benefits including, but not limited to, health benefits, leave accrual rates, and retirement benefits. Thus Contractor's rate for leave accruals is based on the start date of the period of continuous County employment that is extended by this contract. Contractor shall maintain and carry forward Holiday, Vacation, other paid leave, and Sick leave balances. Contractor's retirement contribution rate is based on the date Contractor began participating in the County's general employee retirement system.

P. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as employees in the Administrative Services Unit, if eligibility requirements are met. If eligibility requirements are not met at the time of separation, unused Sick Leave shall be forfeited.

Contractor to Regular County Employment

In the event this Contract is terminated because Contractor is appointed to a regular County position without a break in service, the Contractor shall be provided a new date of hire (i.e., Regular Hire Date). Eligibility for benefits, including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable Memorandum of Understanding (MOU) or ordinance in effect at the time Contractor is appointed to a regular County position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over shall be distributed as outlined in "Contractor Separated from County Service" above.

Contractor to New Contract Position

In the event the Contractor accepts another Contract position with the County without a break in service, at the sole discretion of the appointing authority of the County department or office in which appointment to the Contract position is made, leave accrual rates and unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from County Service" above.

**V. GENERAL PROVISIONS RELATING TO CONTRACTOR**

A. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled work week) shall be established by the Executive Director, or his/her designee. The Executive Director or his/her designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. Contractor shall not work more than 40 hours per work week without prior approval from the

Executive Director or his/her designee. The Executive Director or his/her designee shall have the right to direct Contractor to take such time off as is necessary to ensure that Contractor's actual time worked does not exceed forty (40) hours within any given work period.

B. CLASSIFICATION

Contractor will not attain regular status in this position, and as an unclassified Contract employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County's and the Department's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

C. WORKERS' COMPENSATION AND LIABILITY COVERAGES

Contractor shall be covered by the County's Workers' Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the County's Public Liability Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.

D. USE OF PRIVATE VEHICLE

If the services to be performed under this Contract require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of duties under this Contract.

Contractor agrees to allow the County to obtain a Department of Motor Vehicles report of Contractor's driving record.

In order for Contractor to be able to use a private vehicle during the performance of duties under this Contract, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars (\$15,000) for single injury or death;
2. Thirty thousand dollars (\$30,000) for multiple injury or death;
3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section III above.

E. EVIDENCE OF ELIGIBILITY TO WORK

Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to and successfully complete a pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness before employment commences. This provision is satisfied if Contractor is a current employee or Contractor who previously met the requirements of this provision.

F. DIRECT DEPOSIT

Contractor must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in the County paying Contractor via pay card.



G. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from the County shall be fully reimbursed to the County if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

VI. **REIMBURSEMENT AND INDEMNIFICATION**

- A. The Commission agrees to reimburse the County for total compensation cost of the employee.
- B. The Commission shall indemnify, defend, and hold harmless the County, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the County's provision of the contracted personnel to the Commission.

VII. **CONCLUSION**

This Contract, consisting of nine (9) pages, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions, and benefits.

COUNTY OF SAN BERNARDINO

► \_\_\_\_\_  
James Ramos, 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 Walid Wahba  
*(Print or type name of person signing contract)*

Title Staff Analyst II  
*(Print or Type)*

Dated: \_\_\_\_\_

Address Address on file

Approved as to Legal Form  
► \_\_\_\_\_  
Cynthia O'Neill, Deputy County Counsel  
  
Date \_\_\_\_\_

Reviewed by Contract Compliance  
► \_\_\_\_\_  
Regina Dalton, Contracts Unit  
  
Date \_\_\_\_\_

Presented to BOS for Signature  
► \_\_\_\_\_  
CaSonya Thomas, Assistant Executive Officer for Human Services  
  
Date \_\_\_\_\_



**AGENDA ITEM 4  
NOVEMBER 2, 2016**

<b>Subject</b>	Annual Report for Fiscal Year 2015-2016
<b>Recommendations</b>	Conduct Public Hearing of the Children and Families Commission for San Bernardino County's Annual Report for Fiscal Year 2015-2016. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)
<b>Financial Impact</b>	None
<b>Background Information</b>	<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 2015-2016 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>
<b>Review</b>	Sophie Akins, Commission Counsel

<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>



**AGENDA ITEM 5  
NOVEMBER 2, 2016**

<b>Subject</b>	Career Online High School in Partnership with San Bernardino County Library.
<b>Recommendations</b>	Approve Contract FS076 with San Bernardino County Library in support of the Career Online High School Initiative for Fiscal Year 2016-2018. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)
<b>Financial Impact</b>	\$100,000 for Fiscal Year 2016-2017.
<b>Background Information</b>	<p>The San Bernardino County Library system is a dynamic network of 32 branch libraries which are located over a vast geographical area. Throughout the County, libraries are committed to improving and promoting literacy through services, programs and materials.</p> <p>Through the County Library’s support and development of 0-5 programming, the library is aware that a parent’s literacy and education is a critical component to the literacy development of young children. As a result, the San Bernardino County Library has begun to offer 125 scholarships for a service called “Career Online High School.” This service offers adults ages 19 and older the opportunity to earn an accredited high school diploma and career certificate online. This program is open to eligible County residents who apply, complete an online assessment and prerequisite course before being interviewed for enrollment. Career Online High School is committed to the success of its participants. Each learner is paired with an academic coach who will provide the student with an individual career path, provide guidance, evaluate their performance and connect the student with needed resources.</p> <p>The partnership between First 5 San Bernardino (F5SB) and the County Library to support this project by funding an additional 100 scholarships throughout the county would target the County of San Bernardino’s Preschool Services Department’s (PSD) parents with children under the age of 6 years old.</p> <p>As recommended by PSD’s Shared Governance Board members and one of the strategic goals of both PSD and F5SB, assisting parents with graduating high school or the equivalent is a priority.</p> <p>This contract term is December 7, 2016 through December 1, 2018. However, \$100,000 will be expended to purchase in full 100 scholarships in Fiscal Year 2016-2017. Participants will have the full contract term to complete the Career Online High School Program.</p> <p>Offering this program would result in supporting several efforts to improve graduation and literacy countywide. These include the San Bernardino County Superintendent of Schools goal to increase graduation rates across the County and the County Vision initiatives of Cradle to Career and Vision2Read which aim to support improving literacy and supporting an individual’s path from school into a career. Participation in this program would instill confidence in parents, who in</p>

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turn, model the importance of education for children.

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

**SPA 1:** Children and Families

**Goal: 1.3:** Family and Community Support and Partnerships

**Objective: 1.3a:** Children are free from abuse and neglect

**Objective: 1.3b:** Families are resilient

**SPA 2:** Systems and Network

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

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

**Review**

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Sophie Akins, Commission Counsel

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<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>



## Program Outline Document 2016-2017

### AGENCY INFORMATION

**Contract #:** FS076

**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](http://www.sbclib.org)

**Fax #:** 909-387-2288

**Program Site  
Address:** \_\_\_\_\_

**Client Referral  
Phone #** 909-387-2222

No additional sites

### CONTACT INFORMATION

#### SIGNING AUTHORITY

**Name:** Leonard X. Hernandez

**Title:** County Librarian

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

**Direct Phone #:** 909-387-2258

**Fax #:** \_\_\_\_\_

**E-Mail:** [Leonard.Hernandez@cao.sbcounty.gov](mailto:Leonard.Hernandez@cao.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](mailto:Liz.smith@lib.sbcounty.gov)

#### PROGRAM CONTACT

**Name:** Sheryl Thomas

**Title:** Collection Development Lead

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

**Direct Phone #:** 909-855-9619

**Fax #:** \_\_\_\_\_

**E-Mail:** [Sheryl.thomas@lib.sbcounty.gov](mailto:Sheryl.thomas@lib.sbcounty.gov)

**FISCAL CONTACT**

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

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

**Fax #:** \_\_\_\_\_

**E-Mail:** Steven.Raughley@lib.sbcounty.gov

**ADDITIONAL CONTACT (Describe):** Program

**Name:** Stephanie Ramos **Title:** Librarian I

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

**Fax #:** \_\_\_\_\_

**E-Mail:** Stephanie.Ramos@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**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> <b>Health</b>            | <input type="checkbox"/> <b>Early Screening and Intervention</b>                 | <input type="checkbox"/> <b>Health &amp; Safety Education</b> |
|   | <input type="checkbox"/> <b>Health Care Access</b>                               | <input type="checkbox"/> <b>Other:</b>                        |
|   | <input type="checkbox"/> <b>Oral Health</b>                                      | _____   |
| <input type="checkbox"/> <b>Education</b>         | <input type="checkbox"/> <b>Early Education Programs</b>                         | <input type="checkbox"/> <b>Quality Provider Programs</b>     |
|   | <input type="checkbox"/> <b>Access to Quality Child Care</b>                     | <input type="checkbox"/> <b>Other:</b>                        |
|   |  | _____   |
| <input checked="" type="checkbox"/> <b>Family</b> | <input checked="" type="checkbox"/> <b>Parent Education</b>                      | <input type="checkbox"/> <b>Other:</b>                        |
|   | <input type="checkbox"/> <b>Resource Center &amp; Case Management</b>            | _____   |
| <input type="checkbox"/> <b>Systems</b>           | <input type="checkbox"/> <b>Integrated Systems Planning &amp; Implementation</b> | <input type="checkbox"/> <b>Community Outreach</b>            |
|   | <input type="checkbox"/> <b>Countywide Information Referral Systems</b>          | <input type="checkbox"/> <b>Other:</b>                        |
|   | <input type="checkbox"/> <b>Organizational Capacity Building</b>                 | _____   |

**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**

<b>Fiscal Year</b>	<b>Amount</b>
2016-2017	\$ <u>100,000</u>
<b>Total</b>	\$ <u>100,000</u>

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

<i>FOR COMMISSION USE ONLY</i>						
<input checked="" type="checkbox"/> New	Vendor Code			<b>SC</b>	Dept. <b>A</b>	Contract Number
<input type="checkbox"/> Change				903		<b>FS076</b>
<input type="checkbox"/> Cancel						
Organization				Dept.	Orgn.	Contractor's License No.
Children and Families Commission				903	PROG	
Commission Representative				Telephone		Total Contract Amount
Cindy Faulkner, Operations Manager				909-386-7706		\$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		Contract Start Date		Contract End Date		Original Amount
95200		December 7, 2016		December 1, 2018		\$100,000
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
RRC	903	PROG	300	3357	CFFPEY17	\$100,000
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use			Estimated Payment Total by Fiscal Year			
Career Online HS			FY	Amount	I/D	FY
			16-17	\$100,000		

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):

**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



- I. DEFINITIONS .....2
- II. CONTRACTOR’S SERVICE RESPONSIBILITIES .....7
- III. CONTRACTOR'S GENERAL RESPONSIBILITIES .....7
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- XIII. CONCLUSION .....23
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- PROGRAM BUDGET .....Attachment B**

## I. DEFINITIONS

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

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

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

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

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

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

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

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

**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.

**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 95<sup>th</sup> 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 85<sup>th</sup> percentile and lower than the 95<sup>th</sup> 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.

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

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

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

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

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

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

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

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

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

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

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

**Resource Center:** A facility to which children, prenatal through age five, and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management (see definition for Case Management).

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

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

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

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

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

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

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

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

**Uninsured:** individuals not covered by health insurance.

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

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

## II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A will be amended to list the specific quantitative targets for the respective year.

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

C. Contractor shall coordinate with appropriate agencies to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.

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

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

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

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## III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

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

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

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

H. Change of Address

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

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

I. Staffing and Notification

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

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

J. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor 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.

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

N. 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.

O. Child Abuse Reporting

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

- Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them;
- Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;
- Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

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P. Department of Justice Clearance

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

Contractor must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

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Q. Conditions of Employment

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

R. Meeting Attendance

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

S. Indemnification and Insurance Requirements

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

1. Indemnification – The Contractor agrees to 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.

T. Licenses and Permits

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

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any

employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Americans with Disabilities Act

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

X. Attorney's Fees

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

Y. 2-1-1 Registration

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

Z. Ownership Rights

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

AA. Attribution

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

BB. Incongruous Activities

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

CC. Reports

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

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

- Program Reports

Contractor will submit Program Reports which include quarterly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports

electronically via the Commission's web based data system. For each quarter, Contractor shall provide the Commission with a Quarterly Program Report within fifteen (15) calendar days from the end of the reporting period.

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

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▪ Fiscal Reports

The contractor shall provide the Commission with documentation for Reimbursement/Invoice to receive payment.

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

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▪ Asset Report

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

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

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DD. Pro-Children Act of 1994

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

EE. Environmental Regulations

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

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

FF. Debarment, Suspension, and Other Responsibility Matters

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

- a. The Contractor certifies that it and any potential subcontractors:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;
  - 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

#### GG. Recycled Paper Products

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

### IV. COMMISSION RESPONSIBILITIES

- A. Commission shall verify performance results of Contractor according to the Program Work Plan 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 \$100,000 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 2016-17 \$100,000 December 7, 2016 through December 1, 2017

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#### B. Payment Provisions

The Commission will disburse one-time funds in full on a reimbursement payment process based on the Contract budget.

#### C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor

shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

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

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

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

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

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

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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. Budget Line Item Changes

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

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

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

H. Budget Line Item Variance



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

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

I. Procurement

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

J. Fixed Assets

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

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

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

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

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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 participant files, monthly summary sheets, sign-in sheets, and other primary source documents. Contractor will have available for Commission review, all relevant financial records for the fiscal year being audited including documentation to verify shared costs or costs allocated to various funding sources as well as the basis for which the shared cost was allocated.

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

On an annual basis, Contractor 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 December 7, 2016 and expires December 1, 2018, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

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- 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 November 1, 2018 is contingent on a Program Work Plan and a Program Budget 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:** County of San Bernardino  
**County Library System**  
777 E. Rialto Avenue  
San Bernardino, CA 92415

**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.

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- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
- G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

## **X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS**

### **A. Equal Employment Opportunity Program**

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

### **B. Civil Rights Compliance**

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

## **XI. IMPROPER CONSIDERATION**

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

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

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

## **XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

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

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

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

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

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*continued on next page*

**XIII. CONCLUSION**

- A. This Contract, consisting of 23 pages and Attachments A and B inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A and B are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

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

**COUNTY OF SAN BERNARDINO**

Legal Entity

▶ \_\_\_\_\_  
Authorized Signature

**Maxwell Ohikhuare, M.D.**  
Printed Name

**Commission Vice Chair**  
Title

\_\_\_\_\_  
Dated

▶ \_\_\_\_\_  
Authorized Signature

**James Ramos**  
Printed Name

**Chairman, Board of Supervisors**  
Title

\_\_\_\_\_  
Dated

Official Stamp

<p>Reviewed for Processing</p> <p>▶ _____ <b>Cindy Faulkner</b> Operations Manager</p> <p>_____ Date</p>	<p>Approved as to Legal Form</p> <p>▶ _____ <b>Sophie Akins</b> Commission Counsel</p> <p>_____ Date</p>	<p>Presented to Commission for Signature</p> <p>▶ _____ <b>Karen E. Scott</b> Executive Director</p> <p>_____ Date</p>
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**SPA 1: Children and Families**

**Goal 1.3:** Family and Community Support and Partnerships

**Objective 1.3.a** Children are free from abuse and neglect

**Objective 1.3.c** Families are resilient

**ATTACHMENT A WORKPLAN**

**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

**Contract #:** FS076

**Program Name:** Career Online High School Initiative

**Fiscal Year:** 2016-2018

**Service Area:** Countywide

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

**Agency Rep Name:** \_\_\_\_\_  
**Agency Signature:** \_\_\_\_\_  
**Date Signed:** \_\_\_\_\_

**Data Type:** Core & Narrative  
**Reporting Period:** Quarterly (Core & Narrative) **Due:** On the 15th  
**Program Cycle:** December 2016 – December 2018



**FIRST 5 SAN BERNARDINO  
PROGRAM BUDGET  
FISCAL YEAR: 2016-2017**

<b>ORGANIZATION:</b> San Bernardino County Library	<b>DIRECTOR:</b> Leonnard X. Hernandez	<b>PROGRAM YEAR:</b> 2016-2017
<b>PROGRAM TITLE:</b> Career Online High School	<b>PROGRAM DIRECTOR:</b> Liz Smith	<b>TOTAL BUDGET:</b> \$ 100,000.00
<b>INITIATIVE:</b> Family Support	<b>FINANCE OFFICER:</b> Steven Raughley	<b>RFP/CONTRACT #:</b> FS076

II. SERVICES & SUPPLIES				
	Expense:	% of Allocation:	TOTAL F5SB BUDGET	Description/Justification:
1	100 Career Online High School Scholarships	1	100,000.00	Funding for 100 adults to complete and receive their High School Diploma from an accredited online program. All scholarships will be purchased in fiscal year 2016-2017.
	Total Services & Supplies		\$ 100,000.00	
<b>TOTAL FIRST 5 BUDGET</b>			\$ 100,000.00	





**AGENDA ITEM 6  
NOVEMBER 2, 2016**

<b>Subject</b>	Annual Audit for Fiscal Year 2015-16
<b>Recommendations</b>	Conduct Public Hearing for the Children and Families Commission of San Bernardino County Annual Audit for Fiscal Year 2015-2016. (Presenter: Debora Dickerson-Sims, Administrative Manager, 252-4269)
<b>Financial Impact</b>	None
<b>Background Information</b>	<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 15 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 &amp; Co. LLP (VTD) conducted an audit of the First 5 San Bernardino Commission encapsulating all fiscal activity of the Commission for Fiscal Year 2015-2016 and has developed an audit report as required by Section 130150.</p> <p>If applicable, audit findings will be presented which includes auditor’s recommendation and First 5 staff’s response to the findings.</p>
<b>Review</b>	Sophie Akins, Commission Counsel

<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>



**AGENDA ITEM 7  
NOVEMBER 2, 2016**

<b>Subject</b>	Revise Fund Balance Policy CFC 06-11 A1
<b>Recommendations</b>	Approve Amendment A1 to CFC 06-11 Fund Balance Policy. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)
<b>Financial Impact</b>	None
<b>Background Information</b>	<p>On June 1, 2016, the Commission approved a minimum fund balance reserve in the amount of \$22M. Commissioners directed First 5 San Bernardino (F5SB) staff to develop parameters to determine when and how the fund balance reserve will be expended.</p> <p>Staff reviewed fund balance policies which included reserve language from other First 5 Commissions as well as the County of San Bernardino’s policy. The policy and suggested revisions were shared and discussed with the F5SB Advisory Committee on September 22, 2016.</p> <p>Based on research and discussion with the Advisory Committee, F5SB recommends revising the existing fund balance policy under the “committed” category which requires formal action to remove or modify. The recommended change is as follows:</p> <p>Minimum Fund Balance Reserves</p> <ol style="list-style-type: none"> <li>1. The minimum fund balance reserve is maintained at the level of \$22M. Reserve funds may be utilized for the following purposes:             <ol style="list-style-type: none"> <li>a. Cash Flow: To mitigate delays in receiving revenues</li> <li>b. Extreme Events: To restore and continue operations should an unanticipated event or natural disaster occur.</li> <li>c. Budget: To ensure a sufficient level of fund balance to meet the Commission obligations in the event of a revenue shortage.</li> </ol> </li> </ol> <p>Pending Commission approval, the revision will go into effect immediately.</p>
<b>Review</b>	Sophie Akins, Commission Counsel

<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>

	Number 06-11 A1
	Effective 10-26-16
	Page <u>1</u> of <u>3</u>
<b>Fund Balance Policy</b>	Approved: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

**Purpose**

~~The San Bernardino County First 5~~ (the First 5 San Bernardino Commission) considers it prudent to establish a policy for its fund balances. The Fund Balance Policy will assist with effective development of annual budgets, and promote clear communications with the general public, staff, and administration. The elements of the policy are created by the Commission for its own purposes and may, therefore, be revised by the Commission as needed in the future.

The purpose of this policy is to:

1. Establish who has the authority to commit or assign fund balance.
2. Classify current fund balance categories to be compliant with the new fund balance classifications contained in the reporting requirements of Statement 54 of the Government Accounting Standards Board (GASB) effective June 15, 2010. The guidelines for adoption must be consistent with the First 5 Financial Management Guide.

**Definitions and Reporting**

1. Fund Balance - All financial assets less liabilities normally expected to be liquidated with current financial resources. The following are categories of fund balance:
  - a. Non-spendable (inherently non-spendable)
    - i. Portion of net resources that cannot be spent because they are not in an expendable form (e.g., Prepaid Expense or Inventory).
    - ii. Portion of net resources that cannot be spent because they must be maintained intact (e.g., revolving fund or the principal of an endowment).
  - b. Restricted (externally enforceable limitations on use)
    - i. Amounts or limitations constrained to specific purposes by their providers (such as creditors, grantors, contributors, or laws and regulations of other governments - e.g., funds advanced by First 5 CA under specific agreements for services such as matching funds for specific initiatives).
    - ii. Amounts or limitations imposed by law through constitutional provisions or enabling legislation. (e.g., funds legally restricted by county, state, or federal

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legislature, or a government's charter or constitution; or amounts collected non-spendable items such as long term portion of loan outstanding if those amounts are subject to legal constraint).

c. Committed (self-imposed limitations in place prior to end of the period)

- i. Limitation imposed at the highest level of decision making that require the same formal action at the same level to remove or modify.
- ii. Resources in this category include:
  1. Resources committed for a specific purpose and/or future initiatives.
  2. Funding that has been designated for legally enforceable contracts but not yet spent (includes multi-year contracts).
  3. Resources that have been committed by a Commission for specific agreements that have not yet been executed.
  4. Resources committed as local match for a State Commission initiative, programs or projects within the approved long-range financial plan, funding recommendations or the strategic plan.
- iii. **Minimum fund balance reserves.**
  1. **The minimum fund balance reserve is maintained at the level of \$22M. Reserve funds may be utilized for the following purposes:**
    - a. **Cash flow: to mitigate delays in receiving revenues.**
    - b. **Extreme events: to restore and continue operations should an unanticipated event or natural disaster occur.**
    - c. **Budget: to ensure a sufficient level of fund balance to meet the Commission obligations in the event of a revenue shortage.**

d. Assigned (limitation resulting from intended use)

- i. Amounts or limitations that are constrained by the Commission's intent to be used for a specific purpose.
  - ii. The purposes of the assignment must be narrower than the fund itself.
  - iii. Resources that fit into the "assigned" category may include:
    1. Appropriation of a portion of existing fund balance sufficient to eliminate a projected deficit in the subsequent year's budget.
    2. Resources assigned to a specific program, project, or organization for which the Commission has approved a plan or budget.
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**AGENDA ITEM 8  
NOVEMBER 2, 2016**

<b>Subject</b>	Non-Financial Memorandum of Understanding (MOU) with County of San Bernardino Preschool Services Department.
<b>Recommendations</b>	Approve non-financial Memorandum of Understanding with the County of San Bernardino Preschool Services Department (PSD) to provide literacy, math skills, and social and emotional development skills for eligible PSD children through the use of AmeriCorps members for the period of September 01, 2016 through June 30, 2018. (Presenter: Mary Jaquish, Staff Analyst II, 252-4254)
<b>Financial Impact</b>	None.
<b>Background Information</b>	<p>Under the terms of the recommended non-financial MOU, First 5 San Bernardino (F5SB) will provide school readiness skills and services to children ages 3 to 5 through the use of AmeriCorps members. AmeriCorps members (School Coaches) are school coaches recruited by F5SB to provide one-on-one developmental skill-building activities to preschool-aged children. The services will be provided to children who have not met established age appropriate milestones for their age in one or more areas in literacy, math skills, or social and emotional development, as determined by Preschool Services Department (PSD).</p> <p>The primary objective of the services provided by F5SB is to teach the high-needs children literacy, math, and developmental skills in order to ensure a smooth transition into kindergarten.</p> <p>As part of the Head Start Program, PSD assesses a child utilizing a research-based tool to identify children who may not be at the prescribed developmental stage for their age. Children who are identified as high-need are referred to one-on-one coaching provided by AmeriCorps members. AmeriCorps members will conduct an in depth assessment to identify the specific needs of the child as well as the plan of instruction to improve the skill level for each identified child.</p> <p>F5SB will provide 4 full-time AmeriCorps School Coaches, on a one-to-one basis, at four PSD sites, to focus on developmental skill-building activities to the identified high-needs children. Also, services may be provided to the caregiver to emphasize the use of these skills in the home. The confirmed Head Start school sites in which AmeriCorps members will serve in Fiscal Year 2016-2017 are Ontario-Maple, Ontario-Westminster, Rialto Renaissance and Rialto Eucalyptus. PSD will continue to monitor the child's progress three times per year utilizing their standardized assessment tool. Success will be measured by the scores of the assessments performed by PSD as well as the assessment scores conducted by the AmeriCorps Gold Standard Assessment Tool.</p> <p>This MOU aligns with the Commission's education service priority area (SPA 1), Goal 1.2 Early Learning.</p>

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Pending Commission approval, this MOU shall become effective September 1, 2016 through June 30, 2018.

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**Review**

Sophie Akins, Commission Counsel

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<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>

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3. Resources approved by the Commission for a long-range financial plan (formal approval is not required to modify the amount).

f. Unassigned (residual net resources)

i. Resources in the fund balance that cannot be reported any other classification.

g. Minimum Fund Balance

ii. Funds reserved for unanticipated circumstances and/or events. (e.g., revenue shortfalls, unanticipated delay in receipt of revenues, unanticipated expenditures, working capital).

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**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Children and Families Commission for San Bernardino County**  
**and**  
**Preschool Services Department**  
**for**  
**Services for Preschool-Age Children to Increase School Readiness**  
**September 1, 2016**

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

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

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

**NOW THEREFORE**, PSD and Commission mutually agree to the following terms and conditions:



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### ATTACHMENTS

ATTACHMENT A – 2016-2018 PERFORMANCE MEASURES

ATTACHMENT B – FIRST 5 SERVICE CORPS AMERICORPS CONTRACT

## I. DEFINITIONS

- A. AmeriCorps Members (School Coach) – Individuals who serve in a volunteer capacity to provide developmental skill-building activities to children ages 2 to 5 in early care and education environments.
- B. Assessment – The process of measuring the child’s level of abilities, knowledge, and age-appropriate mastery in literacy, math skills and social-emotional development. Assessment is conducted in the beginning (pre) within the first 5 hours of service delivery and in the end (post) of participation utilizing the Teaching Strategies GOLD Assessment tools.
- C. Corporation for National and Community Service (CNCS) – A U.S. federal government agency that engages Americans in service through SeniorCorps, AmeriCorps, and Learn and Serve America, and other national service initiatives, and is the nation’s largest annual grantmaker supporting service and volunteering. CNCS, formerly known as the "Corporation for National Service" or "CNS", was created as an independent agency of the United States government by the [National and Community Service Trust Act of 1993](#).
- D. Children and Families Commission for San Bernardino County – The Children and Families Commission for San Bernardino County (First 5 San Bernardino) was created in December, 1998 in order to realize the benefits of [Proposition 10](#) (California Children and Families Act) for the County's youngest residents and their families. The act created a program for the purpose of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age.
- E. Human Services (HS) – A system of integrated services, where the programs and resources of nine County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- F. Participant – Children ages 2 to 5 enrolled in early care and education environments within the identified PSD sites.
- G. Performance Measures – Contractually bound aggregate outputs and outcomes for the program between the Commission and PCA CA, delivered through AmeriCorps Members to participants at identified PSD sites.
- H. Preschool Services Department (PSD) – PSD provides Head Start, Early Head Start, and State Preschool programs that include comprehensive child development and family services comprised of education, health, nutrition, parent involvement, and psychological services for children ages 0 to 5 and their families. The overall goal of these programs is to increase the health and school readiness of disadvantaged children and increase the self-sufficiency of low-income families. Head Start and State Preschool programs have been operating in San Bernardino County since 1965. Since 1999, PSD has provided these programs through a combination of direct and contracted services.
- I. Prevent Child Abuse California (PCA CA) – A California-based national and international training, education, research, and resource center dedicated to protecting children and building healthy families and the State liaison for contracting with organizations for AmeriCorps members.
- J. School Readiness Services – Educational activities that prepare young children to enter kindergarten. For the purposes of this program, educational activities consist of literacy, math skills, and social emotional development.
- K. Teaching Strategies GOLD Assessment – An ongoing (pre & post) observational assessment system for assessing children from birth through kindergarten. Grounded in 38 research-based

objectives that include predictors of school success and are fully aligned with the Common Core State Standards, state early learning guidelines, and the *Head Start Child Development and Early Learning Framework*.

## **II. PURPOSE**

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

## **III. COMMISSION RESPONSIBILITIES**

Commission shall:

- A. Utilize AmeriCorps members to provide School Readiness activities to economically disadvantaged children age 2 to 5 at 4 PSD sites.
- B. Supervise AmeriCorps members as outlined in the Program Scope of Services of the Commission's contract with AmeriCorps (Attachment B).
- C. Provide resources that will assist AmeriCorps members in providing supportive services to children who are identified as eligible to receive services to achieve school-readiness.
- D. Identify a management liaison to interact with PSD staff regarding AmeriCorps member's attendance, verification of timecards, and performance of service delivery.
- E. Provide assessment of children and implementation of supportive services through AmeriCorps members for identified children in order to support the educational growth of the children as identified in the 2016–2018 Performance Measures (Attachment A).
- F. Provide information related to Commission resources available, as requested, for children and families in need.
- G. As the Project Administrator, maintain project oversight and fiscal responsibilities as identified in the 2016–2018 Performance Measures (Attachment A).
- H. Ensure that any/all national service signage displayed at service sites is in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives.

## **IV. PSD RESPONSIBILITIES**

PSD shall:

- A. Serve as the host for sites and provide reasonable accommodations for AmeriCorps members to assist children in a one-to-one or small group setting to meet performance objectives.
- B. Will allow service sites to display signage with national service identification as provided by First 5 San Bernardino and Prevent Child Abuse California.
- C. Agree to adhere to 45 CFR Chapter XXV §2520-2550 and AmeriCorps Provisions as a host for sites under the oversight of the Commission as Project Administrator. These documents are available for reference at: <http://www.nationalservice.gov/build-your-capacity/grants/managing-ameri-corps-grants> and <http://www.gpo.gov/fdsys/pkg/CFR-2012-title45-vol4/pdf/CFR-2012-title45-vol4-subtitleB-chapXXV.pdf>

D. Agree to adhere to the following provisions of prohibited activities:

General Prohibited Activities

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

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

- E. PCA CA Prohibited Activities.
  - 1. AmeriCorps members may not engage in, and therefore, not record hours in fundraising activities while serving in the AmeriCorps program.
  - 2. PSD must not employ AmeriCorps members in any capacity while AmeriCorps members are providing service under a PCA CA Member Contract.
  - 3. AmeriCorps members must not transport clients, children, and/or families in their personal automobile during service hours unless authorized by the Commission and PSD in writing, if applicable.
  - 4. AmeriCorps members must not have contact with clients during non-service hours. All client contact must be pre-approved by PSD and the applicable Service Site Supervisor.
  - 5. AmeriCorps members must not participate in gambling during service hours.
  - 6. AmeriCorps members must not steal/take AmeriCorps or Service Site property, or the property of another.
- F. Refer appropriate children identified as needing supportive services to work with AmeriCorps members as identified in the 2016–2018 Performance Measures (Attachment A).
- G. Allow AmeriCorps members to conduct pre/post assessments to measure math skills, literacy, and social emotional competencies for each child receiving supportive services as identified in the 2016–2018 Performance Measures (Attachment A).
- H. Assign appropriate PSD Staff (Site Supervisor) to serve as a liaison to the AmeriCorps member while on site and maintain regular contact with the Commission liaison.
- I. Arrange for appropriate Releases of Information/Consents as applicable.

**V. MUTUAL RESPONSIBILITIES**

- A. The County and the Commission are authorized self-insured entities for purposes of Professional Liability, General Liability, Automobile Liability, Abuse/Sexual Misconduct, and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.
- B. Each party shall defend, indemnify and hold the other party, its Authorized Representative (as defined below), officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this MOU from any cause whatsoever, including any costs or expenses incurred by the indemnifying party, except as prohibited by law.

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

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

- C. The Commission and PSD agree that AmeriCorps members are insured pursuant to the Terms and Conditions of the Commission's contract with AmeriCorps (Attachment B).

- D. The Commission and PSD agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this agreement, and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- E. The Commission and PSD agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through the Commission and PSD mutual chains of command, as deemed necessary.
- F. The Commission and PSD agree to develop and implement protocols and forms necessary to administer and document program referral, participation, compliance, and effectiveness.
- G. The Commission and PSD agree to develop procedures for resolving grievances including the specific steps a participant must follow and the time limits for resolution.

**VI. FISCAL PROVISIONS**

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

**VII. RIGHT TO MONITOR AND AUDIT**

- A. Commission staff, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the AmeriCorps members at PSD sites in the delivery of services provided under this MOU. Full cooperation shall be given by PSD in any auditing or monitoring conducted.
- B. PSD shall cooperate with the Commission in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- C. All records pertaining to service delivery and records shall be available for examination and audit by Commission staff, federal and state representatives for a period of three years after termination of the MOU or until all pending county, state, and federal audits are completed, whichever is later. Records of PSD which do not pertain to the services under this MOU shall not be subject to review or audit unless provided in this or another agreement. Technical program data shall be retained locally by the Commission and made available upon the Commission's reasonable advance written notice or turned over to PSD.
- D. PSD shall provide all reasonable facilities and assistance for the safety and convenience of the Commission's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of PSD.

**VIII. TERM**

This MOU is effective as of September 1, 2016 through June 30, 2018, but may be terminated earlier in accordance with provisions of Section XI of this MOU.

**IX. EARLY TERMINATION**

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

**X. GENERAL PROVISIONS**

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. Commission shall ensure that AmeriCorps members are cleared through Department of Justice (DOJ) via PCA CA and through via the County's DOJ clearance system. DOJ records shall be obtained for all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof.
- D. Commission and PSD shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. Commission and PSD shall not use or disclose any identifying information for any other purpose other than carrying out the service obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.



**XI. CONCLUSION**

- A. This MOU, consisting of 10 pages and Attachments A and B, is the full and complete document describing services to be rendered by Commission to PSD including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

COUNTY OF SAN BERNARDINO



\_\_\_\_\_  
James Ramos, 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 Vice Chair

\_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address: 735 East Carnegie Drive

\_\_\_\_\_  
San Bernardino, CA 92408

**ATTACHMENT A**  
**2016/2018 PERFORMANCE MEASURES**

The following information represents the Performance Measures that were submitted and approved by California Volunteers and CNCS as part of the 2015/18 First 5 Service Corps proposal. As such, they reflect the statewide aggregate outputs and outcomes for the program. 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 position is included in this Contract. The COMMISSION (SUBCONTRACTOR) shall vigorously pursue 100% retention of AmeriCorps members.

<b>PRIMARY PERFORMANCE MEASURE TITLE: SCHOOL READINESS</b>
<b>NEED</b>
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.
<b>EXPECTED RESULTS</b>
<b>Output (the amount of service provided, people served, products created, or programs developed through planned intervention):</b> Children and parents receive school readiness activities and services.
<b>Outcome (the changes or benefits that occur as a result of the intervention):</b> Children meet age-appropriate developmental school readiness milestones.
<b>AMERICORPS MEMBER ACTIVITIES DESIGNED TO ACHIEVE EXPECTED RESULTS</b>
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.
<b>MEASUREMENT TOOLS</b>
<b>OUTPUT - Student Daily Contact Log</b> 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.
<b>OUTCOME - Teaching Strategies GOLD Assessment</b> 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).

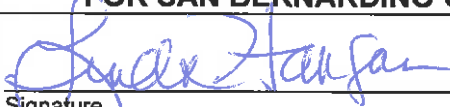

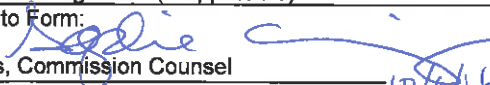
<p><b>OUTCOME - Raising a Reader Parent Survey</b> to collect data on the number of parents that demonstrate improvement in family literacy behaviors including sharing books with their children more frequently, visiting the library, establishing a family routine for reading books to their child 60 minutes/per 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.</p>		
PRIMARY PERFORMANCE MEASURE TARGETS		
OUTPUT TARGETS	PROGRAM OUTPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Economically disadvantaged children or children with exceptional needs that <b>will start</b> in a CNCS-supported early childhood education program.	2,250	80
# Economically disadvantaged children or children with exceptional needs that <b>will complete</b> participation in a CNCS-supported early childhood education program.	1,920	80
# Parents of economically disadvantaged children that <b>will begin</b> 5 hours of family literacy training on book sharing with their child.	800	0
# Parents of economically disadvantaged children that <b>will complete</b> 5 hours of family literacy training on book sharing with their child.	480	0
OUTCOME TARGETS	PROGRAM OUTCOME TARGETS	SUBCONTRACTOR-SPECIFIC OUTCOME TARGETS
Of 80 high need children receiving at least 35 hours of social emotional, literacy, and numeracy skills, 56 <b>will meet</b> age appropriate school readiness milestones in one or more areas they had not initially met.	1,855	56
# Children will <b>demonstrate gains</b> in school readiness in terms of <b>social and/or emotional development</b> .	1,145	56
# Children will <b>demonstrate gains</b> in school readiness in terms of <b>literacy skills</b> .	1,245	56
# Children will <b>demonstrate gains</b> in school readiness in terms of <b>numeracy (math) skills</b> .	1,000	56
Of 480 parents of economically disadvantaged children who complete 5 hours of family literacy training on book sharing with their child, <b>0 will demonstrate</b> improved family literacy behaviors.	336	0

<b>PERFORMANCE MEASURE TITLE: VOLUNTEER RECRUITMENT</b>		
<b>NEED</b>		
Required		
<b>EXPECTED RESULTS</b>		
Engage Community Volunteers in Service		
<b>MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS</b>		
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.		
<b>MEASUREMENT TOOLS</b>		
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.		
<b>PERFORMANCE MEASURE TARGETS</b>		
<b>OUTPUT TARGETS</b>	<b>PROGRAM OUTPUT TARGETS</b>	<b>SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS</b>
# Volunteers recruited for ongoing activities.	<b>220</b>	<b>4</b>
# Volunteers recruited for one-time activities.	<b>440</b>	<b>16</b>
# Volunteer hours for ongoing activities.	<b>1,320</b>	<b>52</b>
# Volunteer hours for one-time activities.	<b>880</b>	<b>36</b>

<b>PERFORMANCE MEASURE TITLE: MEMBER DEVELOPMENT</b>		
<b>NEED</b>		
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.		
<b>EXPECTED RESULT</b>		
<b>Output (the amount of service provided, people served, products created, or programs developed through planned intervention):</b> Members receive the training to provide quality service to the community and to the children that they serve.		
<b>Outcome (the changes or benefits that occur as a result of the intervention):</b> Members increase knowledge & skills, gain insight into the community, and experience the power of national service.		
<b>MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS</b>		
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.		
<b>MEASUREMENT TOOLS</b>		
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		
<b>PERFORMANCE MEASURE TARGETS</b>		
<b>OUTPUT TARGETS</b>	<b>PROGRAM OUTPUT TARGETS</b>	<b>SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS</b>
# Members that will complete Core Training.	115	4
<b>OUTCOME TARGETS</b>	<b>PROGRAM OUTCOME TARGETS</b>	<b>SUBCONTRACTOR-SPECIFIC OUTCOME TARGETS</b>
# Members that will increase knowledge and skills by 10%.	70%	3 members

# First 5 Service Corps AmeriCorps Contract



1. This Contract is entered into between Prevent Child Abuse California and the Subcontractor named below: <b>Children and Families Commission for San Bernardino County</b>	
2. Subcontractor's D-U-N-S Number: <b>841114882</b>	
3. CFDA Name: <b>AmeriCorps</b>	
4. CFDA Number: <b>94.006</b>	
5. The Term of this Contract is: <b>August 16, 2016 through August 15, 2017</b>	
6. The maximum amount of this Contract shall not exceed: <b>Enter Match \$74,740</b>	
7. Number of 1,700-hour AmeriCorps members to be enrolled and retained: <b>4</b>	
8. Number of 900-hour AmeriCorps members to be enrolled and retained: <b>0</b>	
9. Last date to enroll 1,700-hour AmeriCorps members: <b>10/16/2016</b>	
10. Last date to enroll 900-hour AmeriCorps members: <b>2/16/2017</b>	
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:	2016 Terms and Conditions for AmeriCorps State and National Grants ("CNCS Terms & Conditions"), incorporated into this AmeriCorps Contract by reference and obtainable at: <a href="http://www.nationalservice.gov/resources/terms-and-conditions-cnsc-grants">http://www.nationalservice.gov/resources/terms-and-conditions-cnsc-grants</a>
Exhibit B:	45 CFR Chapter XXV, Sections 2520 – 2550 ("45 CFR XXV"), incorporated into this AmeriCorps Contract by reference and obtainable at: <a href="http://www.ecfr.gov/cgi-bin/text-idx?ID=9e5466ae66b0b60241f448502b41433b&amp;mc=true&amp;tpl=/ecfrbrowse/Title45/45chapterXXV.tpl">http://www.ecfr.gov/cgi-bin/text-idx?ID=9e5466ae66b0b60241f448502b41433b&amp;mc=true&amp;tpl=/ecfrbrowse/Title45/45chapterXXV.tpl</a>
Exhibit C:	Terms and Conditions
Exhibit D:	Match Contribution
Exhibit E:	Program Scope of Services
Attachment E-1:	2016/2017 Performance Measures ("Performance Measures")
Attachment E-2:	2016/2017 AmeriCorps Member Living Allowance Schedule ("Living Allowance Schedule")
Exhibit F:	CaliforniaVolunteers Assurances and Certifications
Exhibit G:	CAP Center AmeriCorps Supervisor Program Manual 2016-2017 ("Supervisor Program Manual"), incorporated into this AmeriCorps Contract by reference and obtainable at: <a href="http://www.capamericorps.weebly.com">http://www.capamericorps.weebly.com</a>
12. Contract Number: <b>3-CM-5SB-FSB-16-17</b>	13. Program Year: <b>2016/2017</b>
<b>SUBCONTRACTOR: CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY</b>	<b>PREVENT CHILD ABUSE CALIFORNIA ("PCA CA")</b>
 Signature _____ Date <b>SEP 30 2016</b>	 Signature _____ Date <b>10/13/16</b>
Linda Haugan, Commission Chair Print Name and Title _____	Stephanie Biegler, Chief Program Officer Date _____
Debora Dickerson-Sims, Administrative Supervisor II Fiscal Contact Name and Title _____	
Approved as to Content: Karen E. Scott, Executive Director Department Head Signature (If Applicable) _____	
Approved as to Form:  Sophie Akins, Commission Counsel Print Name and Title _____ <b>10/16/16</b>	
735 E. Carnegie Drive, Suite 120 San Bernardino, CA 92408-3574	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.
  - b. **SUBCONTRACTOR** (or its Contractor) may not displace a volunteer by using a participant in a program receiving CNCS assistance.
  - c. A service opportunity will not be created under this section that will infringe in any manner on the promotional opportunity of an employed individual.
  - d. An AmeriCorps member in a program receiving CNCS assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
  - e. An AmeriCorps member in any program receiving assistance under 45 CFR Chapter XXV §2540.100 may not perform any services or duties, or engage in activities, that—
    - (1). Will supplant the hiring of employed workers; or
    - (2). Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
  - f. An AmeriCorps member in any program receiving assistance under 45 CFR Chapter XXV §2540.100 may not perform services or duties that have been performed by or were assigned to any—
    - (1). Presently employed worker;
    - (2). Employee who recently resigned or was discharged;
    - (3). Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;

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

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

#### **XXVI. Waiver**

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

#### **XXVII. Inspection and Examination**

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

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

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

### **XXVIII. Grievance Procedure**

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

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



grievance must be made no later than sixty (60) calendar days after the filing of the grievance.

D. Arbitration

1. Arbitrator

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

2. Time Limits

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

3. The Cost.

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

E. Suspension of Placement

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

F. Remedies

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

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

G. Suspension or Termination of Assistance

CNCS may suspend or terminate payments for assistance under this chapter.

- H. **Effect of Noncompliance with Arbitration**  
A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.

**XXIX. Compliance with Laws**

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

**XXX. Disallowed Costs**

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

**XXXI. Enforcement**

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

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

**XXXII. Whistleblower Rights and Remedies**

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

Slot Type	Program Operating Cost	Direct Member Cost	Total Member Cost
FT	\$2,879.00	\$13,593.00	\$16,472.00
FT	\$2,879.00	\$13,593.00	\$16,472.00
FT	\$2,879.00	\$13,593.00	\$16,472.00
FT	\$2,879.00	\$13,593.00	\$16,472.00
		<b>Grand Total</b>	\$65,888.00

**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:

<b>First Invoice</b>	• August, 2016	Last week of July, 2016	Net 30	\$ 11,516.00
	• September, 2016			\$ 13,593.00
	• October, 2016			\$ 25,109.00
<b>Second Invoice</b>	• November, 2016	Last week of September 2016	Net 30	\$ 13,593.00
	• December, 2016			
	• January, 2017			
<b>Third Invoice</b>	• February, 2017	Third week of December, 2016	Net 30	\$ 13,593.00
	• March, 2017			
	• April, 2017			
<b>Fourth Invoice</b>	• May, 2017	Last week of March, 2017	Net 30	\$ 13,593.00
	• June, 2017			
	• July, 2017			
	• August, 2017			

**Total: \$ 65,888.00**

- B. The first invoice is comprised of the Program Operating Cost as listed in Section II.D. above, and the anticipated Direct Member Cost for the first three (3) months of the term of this Contract, for all of **SUBCONTRACTOR**'s contracted AmeriCorps member positions. Subsequent invoices shall be based on remaining Direct Member Cost.
- C. Invoices shall be deemed due and payable within the timeframes listed in Section III.A. above. Invoice amounts are based on 100% enrollment and retention of **SUBCONTRACTOR**'s contracted AmeriCorps member positions.
- D. A late fee of 3% of the invoiced amount will be charged to **SUBCONTRACTOR** for payments received after the timeframes listed in the table above, unless the delinquency is a direct result of delays in **PCA CA**'s invoicing process.
- E. Notwithstanding the above, the invoicing schedule may be adjusted in the following circumstances:
1. **SUBCONTRACTOR**'s Failure to Enroll AmeriCorps Members.
    - a. **SUBCONTRACTOR** will be assessed a Failure to Enroll Fee when **SUBCONTRACTOR** (or its Contractor) fails to enroll the contracted number of AmeriCorps members listed in Section II.D above.
    - b. The Failure to Enroll Fee for each contracted AmeriCorps member not enrolled is:
      - (1). \$2,879 per each 1,700-hour AmeriCorps member.
  2. **SUBCONTRACTOR**'s Failure to Retain AmeriCorps Members.
    - a. In situations where one or more of **SUBCONTRACTOR**'s AmeriCorps members resigns, abandons, or is released from their contracted term of service before their contracted service end date, there will be no refund of 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.

3. 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-quarterly 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 \$254.00 per member, per month of coverage. Changes of this nature may require additional cash match and an amendment to this Contract.

**IV. Special Circumstances**

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

**V. Increase in Costs**

- A. The maximum amount of this Contract may increase if:
  1. **SUBCONTRACTOR** requests 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](http://www.capamericorps.weebly.com), bearing the AmeriCorps applicant's authorization to conduct a National Service Criminal History Check; and
    - d. A copy of the AmeriCorps applicant's completed AmeriCorps Application and two (2) references, submitted either online or via hard copy.
  - 2. **SUBCONTRACTOR** (or its Contractor) shall not offer an AmeriCorps position to any AmeriCorps applicant until such time that **PCA CA** has received the items in Section II.H.1. above, and reviewed and approved

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

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

#### IV. **Enrollment of AmeriCorps Members**

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

- ensure that the Member Contract is signed by each of **SUBCONTRACTOR**'s AmeriCorps applicants before commencement of service so that applicants are fully aware of their rights and responsibilities.
2. **PCA CA** will not generate a Member Contract until all requirements of the AmeriCorps applicant's eligibility to serve in the program have been reviewed and approved by **PCA CA**.
- E. Unless enrollment is conducted by **PCA CA** staff, **SUBCONTRACTOR** (or its Contractor) will submit a copy of the entire Member File to **PCA CA** by fax or 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 2016/17 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 2016/17 program year is:

1,700-hour Segal AmeriCorps Education Award	\$5,775.00
900-hour Segal AmeriCorps Education Award	\$2,887.50

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

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

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

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

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

9. **PCA CA** will provide payroll services for **SUBCONTRACTOR**'s AmeriCorps members. Payroll services include:
- 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, 2017.
  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 11<sup>th</sup> 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 2017.
  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  
2016/2017 PERFORMANCE MEASURES**

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

<b>PRIMARY PERFORMANCE MEASURE TITLE: SCHOOL READINESS</b>
<b>NEED</b> 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.
<b>EXPECTED RESULTS</b> <b>Output (the amount of service provided, people served, products created, or programs developed through planned intervention):</b> Children and parents receive school readiness activities and services. <b>Outcome (the changes or benefits that occur as a result of the intervention):</b> Children meet age-appropriate developmental school readiness milestones.
<b>AMERICORPS MEMBER ACTIVITIES DESIGNED TO ACHIEVE EXPECTED RESULTS</b> 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.
<b>MEASUREMENT TOOLS</b> <b>OUTPUT - Student Daily Contact Log</b> 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 <b>OUTCOME - Teaching Strategies GOLD Assessment</b> 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).

<p><b>OUTCOME - Raising a Reader Parent Survey</b> 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.</p>		
PRIMARY PERFORMANCE MEASURE TARGETS		
OUTPUT TARGETS	PROGRAM OUTPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Economically disadvantaged children or children with exceptional needs that <b>will start</b> in a CNCS-supported early childhood education program.	2,250	80
# Economically disadvantaged children or children with exceptional needs that <b>will complete</b> participation in a CNCS-supported early childhood education program.	1,920	80
# Parents of economically disadvantaged children that <b>will begin</b> 5 hours of family literacy training on book sharing with their child.	800	0
# Parents of economically disadvantaged children that <b>will complete</b> 5 hours of family literacy training on book sharing with their child.	480	0
OUTCOME TARGETS	PROGRAM OUTCOME TARGETS	SUBCONTRACTOR-SPECIFIC OUTCOME TARGETS
Of 80 high need children receiving at least 35 hours of social emotional, literacy, and numeracy skills, 56 <b>will meet</b> age appropriate school readiness milestones in one or more areas they had not initially met.	1,855	56
# Children will <b>demonstrate gains</b> in school readiness in terms of <b>social and/or emotional development</b> .	1,145	56
# Children will <b>demonstrate gains</b> in school readiness in terms of <b>literacy skills</b> .	1,245	56
# Children will <b>demonstrate gains</b> in school readiness in terms of <b>numeracy (math) skills</b> .	1,000	56
Of 480 parents of economically disadvantaged children who complete 5 hours of family literacy training on book sharing with their child, <b>0 will demonstrate</b> improved family literacy behaviors.	336	0

<b>PERFORMANCE MEASURE TITLE: VOLUNTEER RECRUITMENT</b>		
<b>NEED</b>		
Required		
<b>EXPECTED RESULTS</b>		
Engage Community Volunteers in Service		
<b>MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS</b>		
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.		
<b>MEASUREMENT TOOLS</b>		
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.		
<b>PERFORMANCE MEASURE TARGETS</b>		
<b>OUTPUT TARGETS</b>	<b>PROGRAM OUTPUT TARGETS</b>	<b>SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS</b>
# Volunteers recruited for ongoing activities.	220	4
# Volunteers recruited for one-time activities.	440	16
# Volunteer hours for ongoing activities.	1,320	52
# Volunteer hours for one-time activities.	880	36



<b>PERFORMANCE MEASURE TITLE: MEMBER DEVELOPMENT</b>		
<b>NEED</b>		
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.		
<b>EXPECTED RESULT</b>		
<b>Output (the amount of service provided, people served, products created, or programs developed through planned intervention):</b> Members receive the training to provide quality service to the community and to the children that they serve.		
<b>Outcome (the changes or benefits that occur as a result of the intervention):</b> Members increase knowledge & skills, gain insight into the community, and experience the power of national service.		
<b>MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS</b>		
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.		
<b>MEASUREMENT TOOLS</b>		
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		
<b>PERFORMANCE MEASURE TARGETS</b>		
<b>OUTPUT TARGETS</b>	<b>PROGRAM OUTPUT TARGETS</b>	<b>SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS</b>
# Members that will complete Core Training.	115	4
<b>OUTCOME TARGETS</b>	<b>PROGRAM OUTCOME TARGETS</b>	<b>SUBCONTRACTOR-SPECIFIC OUTCOME TARGETS</b>
# Members that will increase knowledge and skills by 10%.	70%	3 members

## 2016/17 AmeriCorps Member Living Allowance Schedule

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

\*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.

**EXHIBIT F**  
**ASSURANCES AND CERTIFICATIONS**

**I. ASSURANCES**

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

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

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

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

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

## II. CERTIFICATIONS

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

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

1. As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:
  - a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Has, within a three-year period preceding this application, been convicted of, or had an adverse civil judgment entered in connection with, fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
  - d. Has not, within a three-year period preceding this application, had one or more public transactions (federal, state or local) terminated for cause or default.
2. If you are unable to certify to any of the statements in this certification, you must attach an explanation to this application.

### B. Certification – Drug-Free Workplace

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

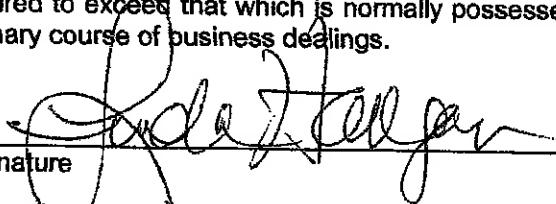
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace,
  - b. The grantee's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance programs, and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

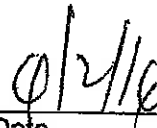


- E. **Notice of Error in Certification or Assurance**  
You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.
- F. **Definitions**  
The terms "covered transaction,"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

Signature



Date



Linda Haugan, First 5 Commission Chair

Print Name and Title



**AGENDA ITEM 9  
NOVEMBER 2, 2016**

<b>Subject</b>	First 5 CA IMPACT Region 9 Hub Memoranda Of Understanding
<b>Recommendations</b>	Authorize IMPACT (Improve and Maximize Program so All Children Thrive) Region 9 Hub Agreement Number 43580 between First 5 San Bernardino (F5SB) and Orange County Office of Education in the amount of \$268,600 for Fiscal Years 2016-2017 through 2019-2020 to support regional coordination, training and technical assistance for the First 5 California IMPACT initiative. (Presenter: Chrystina Smith-Rasshan, Staff Analyst II, 252-4267)
<b>Financial Impact</b>	\$268,600 for Fiscal Years 2016-2020.
<b>Background Information</b>	<p>First 5 California released \$190 Million to be distributed over a 5 year span to increase quality improvement within early learning programs. The First 5 IMPACT is an innovative approach that partners First 5 California (F5CA) with counties to increase access to high-quality early learning programs and services for children and families, and helps ensure children enter school with the skills, knowledge, and dispositions necessary to be successful. To ensure equitable allocation of funds participating counties were divided into 9 regions and “Hubs” were created. The IMPACT Region 9 Hub consists of San Bernardino, Riverside, Orange, and Imperial counties.</p> <p>The Hubs will play two essential roles to support consortia and regions:</p> <ol style="list-style-type: none"><li>1. Basic coordination, project management, systems building activities (e.g., cross-region facilitation, needs assessment/asset mapping, coordination of <i>Talk. Read. Sing.</i>® including the Trusted Messengers campaign, where applicable)</li><li>2. Specialized, cross-region support on at least one element of the California-Quality Rating and Improvement System (CA-QRIS) or system function (Regional Anchor; Regional Trainer; coaches; regional strategies for family engagement and strengthening, and adult-child interactions)</li></ol> <p>This funding can help create a regional structure to:</p> <ul style="list-style-type: none"><li>• Increase regional efficiency by coordinating regional efforts</li><li>• Build on existing strengths</li><li>• Leverage local and state resources</li><li>• Build cross-consortia networks of support and learning communities for resource-sharing and problem solving</li><li>• Help consortia integrate county, state, and national research and promising practices</li></ul> <p>The Hub allocation of \$18 Million is based on four factors representing the two major goals of Hubs:</p> <p><b>Goal 1: Basic Coordination and Systems Building</b> (\$9 Million). This uses three different factors, each weighted equally:</p>

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1. **Counties in Hub Region** (\$3 Million). The proportion of counties in the Hub region compared to statewide. Because Hub funds are designed to coordinate activities across consortia in the region, the relative expense of cross-consortia coordination likely will be greater with more counties in the Hub. This factor also takes into consideration travel in larger regions.

2. **Licensed Sites** (\$3 Million). The proportion of licensed sites in the Hub region compared to statewide. Because Hub funds are designed to coordinate systems of care (Head Start, State Preschool, Private Centers, Family Child Care, etc.), the relative expense of cross-consortia coordination will likely be greater with more licensed sites in those systems of care.

3. **Children in Poverty** (\$3 Million). The proportion of children in poverty in the Hub region compared to statewide. Because Hub funds are designed to coordinate systems that support all children, particularly those with the greatest need, the relative expense of cross consortia coordination will likely be greater with more children in poverty served by those systems.

**Goal 2: Specialized Support** (\$9 Million). This factor uses one factor to allocate the remaining funds:

**Participating IMPACT sites** (\$9 Million). The proportion of IMPACT sites in the Hub region compared to statewide. This funding is related directly to support for target IMPACT sites and to create regional efficiencies in assessor management; coaching; regional strategies for family engagement and strengthening and adult-child interactions; and other QRIS-related activities. (Includes \$150,000 for region 6 augmentation to reach operational level.)

Orange County Office of Education serves as the IMPACT Region 9 lead. The major role of the Region 9 Hub is coordination, project management, and systems building activities for consortia participating in the Hub. The Region 9 Hub funds will be used to assist all participating counties within Region 9 in developing and refining cost-effective, efficient, and impactful QRIS systems that address local needs and priorities, while developing shared efficiencies. Region 9's vision is that all children 0-5 in participating counties thrive in high quality early learning programs. First year goals of Region 9 include:

- 1) Reduce costs associated with assessments and rating by streamlining processes.
- 2) Pool county assets and unify branding to develop a shared QRIS outreach campaign.
- 3) Build county capacity in coaching, training, and digital resource development.
- 4) Increase efficacy of outreach to centers, family child care, family friend and neighbor, non-traditional, and Head Start providers.

IMPACT Region 9 Hub proposes an Agreement between counties and agencies to distribute funds among participating counties. Approval of this Agreement will allow First 5 San Bernardino (F5SB) to receive its allocation of Hub funds on annual basis

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to support its QRIS implementation and design. Acceptance of these funds will result in an increase in revenue. As a result, an amendment to the F5SB Operating Budget for Fiscal Year 2016-2017 will be presented to the Commission at the January 2017 Commission meeting.

Participation in the IMPACT Region 9 Hub Agreement is in alignment with F5SB's Strategic Plan: SPA 2: Systems and Networks. F5SB is providing leadership in the development of this QRIS – a system that supports children prenatal through age 5 and results in sustainable and collective impact.

**Review**

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Sophie Akins, Commission Counsel

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<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>

CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY  
FIRST 5 - IMPACT (IMPROVE AND MAXIMIZE PROGRAMS SO ALL CHILDREN THRIVE)  
HUB GRANT

This AGREEMENT is hereby entered into this 1<sup>st</sup> day of July, 2016, which date is enumerated for purposes of reference only, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, hereinafter referred to as "SUPERINTENDENT", and Children and Families Commission for San Bernardino County, 735 East Carnegie Drive, Suite 150, San Bernardino, California 92408, hereinafter referred to as "COMMISSION ". SUPERINTENDENT and COMMISSION shall be individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, on September 7, 2016, the Children and Families Commission of Orange County, the lead agency for HUB Region 9, approved receipt of First 5 IMPACT (Improve and Maximize Programs so All Children Thrive) funding for regional coordination, training and technical assistance Hubs and support the implementation of the stateside First 5 IMPACT and Quality Rating Improvement System (QRIS) program; and

WHEREAS, on September 7, 2016, the Children and Families Commission of Orange County, awarded SUPERINTENDENT First 5 IMPACT (Improve and Maximize Programs so All Children Thrive) funds to provide regional coordination, training and technical assistance to support the implementation of the stateside First 5 Impact and Quality Rating Improvement System (QRIS) program and allocate a portion of the Hub funds to Region 9 Hub counties; Imperial, Riverside, and San Bernardino; and

WHEREAS, COMMISSION is a Region 9 Hub member and specially trained, experienced and competent to perform the service required and is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties agree as follows:

1  
2 **1.0 TERM.** The term of this AGREEMENT shall commence on July 1, 2016 and terminate on  
3 June 30, 2020, subject to earlier termination as set forth in this AGREEMENT, provided, however,  
4 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term  
5 including, but not limited to, obligations with respect to indemnification, audits, reporting, and  
6 accounting.

7 **2.0 SCOPE OF WORK.**

8 A. SUPERINTENDENT hereby engages COMMISSION as an independent contractor to  
9 perform the following described work and COMMISSION hereby agrees to perform said work upon  
10 the terms and conditions hereinafter set forth. COMMISSION shall meet all of the contractual  
11 requirement listed herein and shall provide all labor, materials, supplies, and equipment necessary to  
12 fully perform all responsibilities required by this AGREEMENT and specifically described in Exhibit  
13 "A", Scope of Work, which is attached hereto and incorporated herein by this reference to this  
14 AGREEMENT.

15 **3.0 COMPENSATION.**

16 A. The Maximum Payment Obligation of SUPERINTENDENT to COMMISSION under this  
17 Agreement for the period of July 1, 2016 through June 30, 2020 is Two hundred sixty-eight thousand  
18 six hundred dollars (\$268,600.00).

19 B. The Maximum Payment Obligation of SUPERINTENDENT to COMMISSION for the  
20 services provided for the period of July 1, 2016 through June 30, 2017 shall be \$67,150.00.

21 C. The Maximum Payment Obligation of SUPERINTENDENT to COMMISSION for the  
22 services provided for the period of July 1, 2017 through June 30, 2018 shall be \$67,150.00.

23 D. The Maximum Payment Obligation of SUPERINTENDENT to COMMISSION for the  
24 services provided for the period of July 1, 2018 through June 30, 2019 shall be \$67,150.00.  
25

1 E. The Maximum Payment Obligation of SUPERINTENDENT to COMMISSION for the  
2 services provided for the period of July 1, 2019 through June 30, 2020 shall be \$67,150.00.

3 F. COMMISSION agrees to establish and maintain fiscal control and accounting  
4 procedures as may be necessary to assure proper accounting for all funds under this AGREEMENT.  
5 Any work performed prior to approval of the SUPERINTENDENT will be rendered on a voluntary basis,  
6 and shall not be compensated unless and until funding is authorized.

7 **4.0 FUNDING ALLOCATION.**

8 First 5 IMPACT (Improve and Maximize Programs So All Children Thrive) Technical Assistance Hub  
9 grant funds shall be expended only for those purposes expressed in the SUPERINTENDENT'S  
10 approved application and may be used only to supplement existing levels of service. COMMISSION  
11 understands and agrees that Hub funds must not supplant existing local, state or federal funding,  
12 such as California Preschool Program (CSSP) QRIS Block Grant and Infant/Toddler (IT) QRIS Block  
13 grant funds; only supplemental costs may be charged. No monies from the First 5 accounts shall be  
14 used to supplant state or local general fund money of any purpose. Hub grant funds shall be  
15 allocated to COMMISSION as follows.

16 \$160,000.00 - \$40,000.00 per year for local QRIS technical assistance and/or  
17 systems-building expenses, such as travel costs to attend regional and state meetings  
18 and trainings.

19 \$81,450.00 - \$27,150.00 in funding to support QRIS data system work per year for  
20 up to \$150.00 per IMPACT target site, per year for 181 IMPACT sites.

21 **5.0 PAYMENT AND INVOICING.**

22 A. SUPERINTENDENT, under the terms of this AGREEMENT, shall pay COMMISSION in  
23 advance, each year the maximum payment obligation identified in Paragraph 3.0 Compensation of this  
24 AGREEMENT for providing the services and activities hereunder identified in Exhibit A; provided,  
25 however, the total of such payments does not exceed COMMISSION's maximum obligation; and

1 provided further, COMMISSION's costs shall be reimbursable pursuant to State and Federal  
2 Regulations. COMMISSION shall be responsible for all other expenses incurred in connection with  
3 the performance of this AGREEMENT.

4 B. For travel necessary to the performance of this AGREEMENT, COMMISSION's travel and  
5 other travel related expense reimbursement claims shall not exceed the travel policy and procedures  
6 of the State of California. Travel and other related travel expenses shall be limited to those  
7 necessary for the performance of this AGREEMENT. Travel outside of the State of California must be  
8 authorized in writing by SUPERINTENDENT prior by to travel. Travel outside of the United States is  
9 not permitted.

10 C. COMMISSION must submit an invoice to SUPERINTENDENT at the beginning of each  
11 year for the maximum payment obligation for that specific year. Payment to COMMISSION should  
12 be released by SUPERINTENDENT no later than thirty (30) calendar days after receipt of  
13 COMMISSION's invoice.

14 D. All invoices submitted to SUPERINTENDENT shall be supported by source  
15 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank  
16 statements, canceled checks, receipts, receiving records, and records of services provided.

17 E. Any payment(s) made by SUPERINTENDENT to COMMISSION in excess of that of which  
18 COMMISSION is entitled under this AGREEMENT shall be immediately due to SUPERINTENDENT and  
19 repaid by COMMISSION. In this regard, COMMISSION shall make repayment on any overpayment  
20 within thirty (3) days after the date SUPERINTENDENT requests the repayment in writing.  
21 COMMISSION agrees to pay all fees and costs, including attorneys' fees, incurred by  
22 SUPERINTENDENT necessary to enforce the provisions set forth in this AGREEMENT.

23 F. In the event an overpayment has been made or exists, SUPERINTENDENT may reconcile  
24 and offset the amount of the overpayment against the next installment payment due or against the  
25 final invoice amount due and to be paid, as elected in the sole discretion of SUPERINTENDENT. In the



1 event the overpayment exceeds the final payment, the amount is immediately due and payable and  
2 COMMISSION shall pay SUPERINTENDENT the sum within five (5) days of written notice from  
3 SUPERINTENDENT. Nothing in this AGREEMENT shall be construed as limiting the remedies of  
4 SUPERINTENDENT in the event that an overpayment has been made.

5 G. SUPERINTENDENT may withhold or delay any payment if COMMISSION fails to comply  
6 with any provision set forth in this AGREEMENT.

7 H. COMMISSION shall not claim reimbursement for services provided beyond the  
8 expiration and/or termination of this AGREEMENT, except as may otherwise be provided under this  
9 AGREEMENT.

10 I. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the  
11 availability of funds furnished by the Children and Families Commission of Orange County under the  
12 First 5 IMPACT (Improve and Maximize Programs so All Children Thrive) Hub funding and the State of  
13 California. It is mutually agreed that if the of the current fiscal year and/or subsequent fiscal years  
14 covered under this AGREEMENT does not appropriate sufficient funds for this program, this  
15 AGREEMENT shall be of no further force and effect and shall be terminated. In this event,  
16 SUPERINTENDENT shall have no liability to pay any funds whatsoever to COMMISSION or to furnish  
17 any other considerations under this AGREEMENT and COMMISSION shall not be obligated to perform  
18 any provisions of this AGREEMENT. If funding for any fiscal year is reduced, or deleted by for  
19 purposes of this program, the SUPERINTENDENT shall have the option to either terminate this  
20 AGREEMENT with no liability occurring to the SUPERINTENDENT or offer an amendment to  
21 COMMISSION to reflect the reduced amount. SUPERINTENDENT shall give COMMISSION written  
22 notification of such termination. Notice shall be deemed served on the date of mailing.

23  
24 **6.0 RECORDS MANAGEMENT AND MAINTENANCE.**

25 A. COMMISSION shall, throughout the term of this AGREEMENT, prepare, maintain and

1 manage records appropriate to the services provided and in accordance with this AGREEMENT and  
2 all applicable requirements.

3 B. COMMISSION shall ensure appropriate financial records related to cost reporting,  
4 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

5 C. COMMISSION shall retain all financial records for a minimum of three (3) years from  
6 the date of final payment or final settlement, or until audit findings are resolved, or due to legal  
7 proceedings such as litigations and/or settlement of claims whichever is longer.

8 **7.0 INDEPENDENT CONTRACTOR.**

9 A. COMMISSION is, and shall at all times be deemed to be, an independent contractor and  
10 shall be wholly responsible for the manner in which it performs the services required of it by the  
11 terms of this AGREEMENT.

12 B. COMMISSION warrants that it has all necessary licenses required to perform the  
13 services required by the terms of this AGREEMENT.

14 C. COMMISSION is entirely responsible for compensating staff, subcontractors, and  
15 consultants employed by COMMISSION. This AGREEMENT shall not be construed as creating the  
16 relationship of employer and employee, or principal and agent between SUPERINTENDENT and  
17 COMMISSION or any of COMMISSION's employees, agents, consultants, or subcontractors.  
18 COMMISSION understands and agrees that he/she and all his/her employees shall not be considered  
19 officers, employees or agents of SUPERINTENDENT, and are not entitled to benefits of any kind or  
20 nature normally provided employees of SUPERINTENDENT and/or to which SUPERINTENDENT's  
21 employees are normally entitled, including, but not limited to, State Unemployment Insurance or  
22 Workers' Compensation. COMMISSION shall assume full responsibility for payment of all federal,  
23 state and local taxes or contributions, including unemployment insurance, social security and income  
24 taxes with respect to COMMISSION's employees.  
25

1 D. COMMISSION assumes exclusively the responsibility for the acts of its employees,  
2 agents, consultants, or subcontractors as they relate to the services to be provided during the  
3 course and scope of their employment.

4 E. COMMISSION, its agents, employees, consultants, or subcontractors, shall not be  
5 entitled to any rights or privileges of SUPERINTENDENT's employees and shall not be considered in  
6 any manner to be SUPERINTENDENT's employees.

7 **8.0 INDEMNIFICATION.**

8 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless  
9 COMMISSION, its Governing Board, and their officers, agents, and employees from liability and  
10 claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or  
11 persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent  
12 acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board  
13 of Education during the period of this AGREEMENT.

14 B. COMMISSION hereby agrees to indemnify, defend, and hold harmless  
15 SUPERINTENDENT, the Orange County Board of Education and its officers, agents, and employees,  
16 the Children and Families Commission for San Bernardino County, County of Orange, and their  
17 Commissioners, officers, agents and employees, and the California Department of Education from  
18 liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any  
19 person or persons, or damage to any property, real, personal, tangible or intangible, arising out of  
20 the negligent acts or omissions of employees, agents or officers of COMMISSION during the period of  
21 this AGREEMENT.

22 **9.0 INSURANCE.** COMMISSION shall, at COMMISSION's sole cost and expense, and require all of  
23 its subcontractors, if any, to take out prior to commencing the services and maintain in full force and  
24 effect from the commencement of services until expiration of this AGREEMENT a policy or policies of  
25

1 insurance covering COMMISSION and its subcontractor's service, if any. COMMISSION shall furnish  
2 to SUPERINTENDENT certificates of insurance evidencing all coverage's and endorsements required  
3 hereunder. All insurance shall be with an insurance company admitted by the Insurance  
4 Commissioner of the State of California to transact such insurance in the State of California.

5 Minimum coverages shall be as follows:

6 A. Comprehensive General Liability Insurance in an amount not less than One million dollars  
7 (\$1,000,000) per occurrence, combined single limit;

8 B. Comprehensive Automobile liability insurance covering all owned, non-owned and hired  
9 vehicles in an amount not less than One million dollars (\$1,000,000) per occurrence;

10 C. Professional Liability Insurance in an amount not less than One Million Dollars  
11 (\$1,000,000.00) per claims made or per occurrence. If COMMISSION's professional liability  
12 insurance coverage is a "claims made" policy, COMMISSION shall agree to maintain professional  
13 liability coverage for two (2) years following the termination of this Agreement.

14 C. Statutory Workers' Compensation Insurance;

15 D. An endorsement to said policy(ies) naming the Orange County Superintendent of Schools,  
16 the Orange County Board of Education, and its officers, agents and employees as an additional  
17 insured while rendering services under this AGREEMENT;

18 E. A thirty (30) day written notice to SUPERINTENDENT of cancellation or reduction in  
19 coverage;

20 F. If the COMMISSION is either partially or fully self-insured for its liability exposures,  
21 COMMISSION must notify SUPERINTENDENT in writing and provide SUPERINTENDENT with a  
22 statement signed by an authorized representative of COMMISSION stating that agrees to hold  
23 harmless, defend, and indemnify the Orange County Superintendent of Schools, the Orange County  
24 Board of Education, and their officers, employees and agents as if the insurance requirements in the  
25

1 above paragraphs are in full force and effect.

2 **10.0 COPYRIGHT.** SUPERINTENDENT, Children and Families of Orange County, the County of  
3 Orange, and the State of California shall have a royalty-free, nonexclusive, and irrevocable license to  
4 publish, translate, or use now and continuing all material and work product (both tangible and  
5 intangible), if any, developed under this AGREEMENT including those materials covered by copyright.

6 **11.0 CONFIDENTIALITY.** SUPERINTENDENT and COMMISSION shall maintain the  
7 confidentiality of all records, including any hard copies, and/or electronic or computer based data,  
8 and/or audio and/or video recordings, in accordance with all applicable state and federal codes and  
9 regulations relating to privacy and confidentiality as they now exist or may hereafter be amended or  
10 changed. The confidentiality requirements under this paragraph shall survive the termination or  
11 expiration of this AGREEMENT or any subsequent agreement intended to supersede this  
12 AGREEMENT.

13 **12.0 CONFLICT OF INTEREST.** The Parties hereto acknowledge that COMMISSION may be  
14 affiliated with one or more organizations or professional practices located in San Bernardino County.  
15 COMMISSION therefore warrants that he/she shall not violate any applicable law, rule or regulation  
16 of any governmental entity relating to conflict of interest. COMMISSION shall not knowingly  
17 undertake any act which unjustifiably results in any relative benefit to any organization or  
18 professional practice with which he/she is affiliated as a direct or indirect result, whether economic  
19 or otherwise in nature, of the performance of duties and obligations required by this AGREEMENT,  
20 when compared to the result such act has on any other organization or professional practice.

21 **13.0 EMPLOYEE ELIGIBILITY VERIFICATION.** COMMISSION warrants that it shall fully comply with  
22 all federal and state statutes and regulations regarding the employment of aliens and others and to  
23 ensure that employees, subcontractors and consultants performing work under this AGREEMENT  
24 meet the citizenship or alien status requirement set forth in federal statutes and regulations.  
25

1 COMMISSION shall obtain, from all employees, subcontractors and consultants performing work  
2 hereunder, all verification and other documentation of employment eligibility status required by  
3 federal or state statutes and regulations including, but not limited to, the Immigration Reform and  
4 Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter  
5 amended. COMMISSION shall retain all such documentation for all covered employees,  
6 subcontractors and consultants for the period prescribed by the law.

7 **14.0 DELEGATION AND ASSIGNMENT.** COMMISSION may not delegate its obligations  
8 hereunder, either in whole or in part, without the prior written consent of SUPERINTENDENT.

9 **15.0 INSPECTIONS AND AUDITS.** SUPERINTENDENT and any authorized representative of the  
10 Children and Families Commission of Orange County, County of Orange, State of California or any  
11 other of their authorized representatives, shall have access to any books, documents, and records,  
12 including but not limited to, financial statements, general ledgers, relevant accounting systems of  
13 COMMISSION that are directly pertinent to this AGREEMENT, for the purpose of responding to a  
14 beneficiary complaint or conducting an audit, review, evaluation, or examination during the term of  
15 this AGREEMENT. Such persons may at all reasonable times inspect or otherwise evaluate the  
16 services provided pursuant to this AGREEMENT, and the premises in which they are provided.

17 **16.0 LICENSES AND LAW.**

18 A. COMMISSION shall, throughout the term of this AGREEMENT, maintain all necessary  
19 licenses, permits, approvals, certificates, waivers, and exemptions necessary for the provision of the  
20 services hereunder and required by the laws and regulations of the United States, State of California,  
21 and any other applicable governmental agencies. COMMISSION shall notify SUPERINTENDENT  
22 immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an  
23 appeal, permits, licenses, approvals, certificates, waivers, and exemptions. Said inability shall be  
24 cause for termination of this AGREEMENT.  
25

1 B. COMMISSION shall comply with all laws, rules or regulations applicable to the services  
2 provided hereunder, as any may now exist or be hereafter amended or changed.

3 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

4 1. COMMISSION agrees to furnish to SUPERINTENDENT within thirty (30) calendar  
5 days of the award of this AGREEMENT:

6 a. In the case of an individual contractor, his/her name, date of birth, social  
7 security number, and residence address;

8 b. In the case of a contractor doing business in a form other than as an  
9 individual, the name, date of birth, social security number, and residence address of each individual  
10 who owns an interest of ten percent (10%) or more in the contracting entity;

11 c. A certification that COMMISSION has fully complied with all applicable  
12 federal and state reporting requirements regarding its employees;

13 d. A certification that COMMISSION has fully complied with all lawfully served  
14 Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

15 2. Failure of COMMISSION to timely submit the data and/or certifications required  
16 by subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee  
17 reporting requirements for child support enforcement, or to comply with all lawfully served Wage  
18 and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of  
19 this AGREEMENT; and failure to cure such breach within sixty (60) calendar days of notice from  
20 SUPERINTENDENT shall constitute grounds for termination of this AGREEMENT.  
21

22 3. It is expressly understood that this data will be transmitted to governmental  
23 agencies charged with the establishment and enforcement of child support orders, or as permitted  
24 by federal and/or state statute.  
25

1 **17.0 NONDISCRIMINATION.** In the performance of this AGREEMENT, COMMISSION shall not  
2 engage in, nor permit any employee or agent to engage in discrimination in employment of person or  
3 provision of services or assistance, nor exclude any person from participation in, nor deny any person  
4 the benefits of, not subject any person to discrimination under any program or activity funded in  
5 whole or in part with the First 5 IMPACT (Improve and Maximize Programs so All Children Thrive)  
6 funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical  
7 condition, marital status, gender or sexual orientation, except as permitted by applicable provisions  
8 of Federal and State law. COMMISSION shall comply with Title II of the Americans with Disabilities  
9 Act, (42 U.S.C., {12101, et seq.) as it relates to public accommodations.

10 **18.0 NOTICES.** All notices, claims, correspondence, reports, and/or statements authorized or  
11 required by this AGREEMENT shall be addressed as follows:  
12

13 **SUPERINTENDENT:** Orange County Superintendent of Schools  
14 200 Kalmus Drive  
15 P.O. Box 9050  
16 Costa Mesa, California 92628-9050  
17 Attn: Patricia McCaughey

18 **COMMISSION:** Children and Families Commission for San Bernardino County  
19 735 East Carnegie Drive, Suite 150  
20 San Bernardino, California 92408  
21 Attn: Karen Scott

22 **19.0 TOBACCO USE POLICY.** In the interest of public health, SUPERINTENDENT provides a  
23 tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings  
24 and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT  
25 pursuant to SUPERINTENDENT'S Policy 400.15. Failure to abide with conditions of this policy could  
result in the termination of this AGREEMENT.

**20.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the  
approval of SUPERINTENDENT and shall be subject to SUPERINTENDENT's general right of inspection



1 to secure the satisfactory completion thereof. COMMISSION agrees to comply with all federal, state  
2 and local laws, statutes, rules, regulations and local ordinances that are now or may in the future  
3 become applicable to the services performed under this AGREEMENT.

4 **21.0 NON WAIVER.** The failure of SUPERINTENDENT or COMMISSION to seek redress for violation  
5 of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be  
6 deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from  
7 again constituting a violation of such term or condition.

8 **22.0 TERMINATION.**

9 A. Either party may terminate this AGREEMENT, without cause, upon fifteen (15) days'  
10 written notice (Notice of Termination) given the other party. Upon receipt of notice of termination  
11 without cause, COMMISSION shall immediately cease performance under this AGREEMENT.

12 B. Unless otherwise specified in this AGREEMENT, SUPERINTENDENT reserves the right to  
13 terminate this AGREEMENT for cause due to the default (as defined in paragraph \_\_\_ ) by  
14 COMMISSION in its performance obligations under this AGREEMENT. SUPERINTENDENT may in any  
15 notice of default advise COMMISSION it also intends to terminate the AGREEMENT for cause. The  
16 notice of default from SUPERINTENDENT shall advise COMMISSION if SUPERINTENDENT intends to  
17 elect to terminate the AGREEMENT and in this event COMMISSION shall immediately cease  
18 performance and provision of services as of the date the notice of default is received or deemed  
19 received, whichever is earlier. In the event of termination, SUPERINTENDENT, may, but is not  
20 required, to take over the work and prosecute the same to completion by contract or otherwise.  
21 Also, in the event of termination for cause, COMMISSION shall be liable to the extent that the total  
22 cost for completion of the services required by this AGREEMENT exceeds the compensation  
23 stipulated in this AGREEMENT (provided that SUPERINTENDENT shall use reasonable efforts to  
24 mitigate damages), and SUPERINTENDENT expressly reserves the right to withhold any outstanding  
25

1 payments to COMMISSION for the purpose of set off or partial payment of the amounts owed  
2 SUPERINTENDENT as previously set forth in this AGREEMENT.

3 **23.0** **DEFAULT.** Failure by COMMISSION to perform and/or comply with any provision,  
4 covenant, or condition of this AGREEMENT shall be a default of this AGREEMENT. In the event of  
5 default SUPERINTENDENT may avail on behalf of the Children and Families Commission of Orange  
6 County of any remedies available at law, in equity, or otherwise specified in this AGREEMENT  
7 (including immediate termination for cause as set forth above in Paragraph 21.0, and may elect any  
8 of the following:

9 a. Afford COMMISSION a time period of fifteen (15) days from the date of notice is mailed to  
10 cure the default, or to commence to cure the breach and diligently pursue to completion the cure of  
11 the breach within thirty (30) days of date notice is mailed; and/or

12 b. Discontinue payment and eligibility for payment to COMMISSION for an during the period  
13 in which COMMISSION is in breach, which payment may not be entitled to later recovery; and/or

14 c. Offset against any funds invoiced by COMMISSION but yet unpaid by SUPERINTENDENT  
15 those monies disallowed pursuant to the above offset authority; and/or

16 d. Withhold from any monies payable to COMMISSION sufficient funds to compensate  
17 SUPERINTENDENT for any losses, costs, liabilities or damages it reasonable believes were suffered  
18 by or have been incurred by SUPERINTENDENT due to the default of COMMISSION in the  
19 performance of the services required by this AGREEMENT.

20 **24.0** **SEVERABILITY.** If any term, condition or provision of this AGREEMENT or application thereof  
21 to any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or  
22 unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county  
23 statute, ordinance, or regulation, the remaining provisions of this AGREEMENT or application thereof  
24

will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**25.0 ALTERATION OF TERMS.** This AGREEMENT, together with any Exhibits attached hereto and incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and COMMISSION with respect to the subject matter of this AGREEMENT, and shall constitute the total AGREEMENT between the Parties for these purposes. No addition to, or alteration of, the terms of this AGREEMENT, whether written or verbal, shall be valid unless made in writing and formally executed and approved by SUPERINTENDENT and CONTRACTOR.

**26.0 AUTHORIZED SIGNATURES.** The individuals signing this AGREEMENT warrant that they are authorized to do so, and further, that they are authorized to make the promises in this AGREEMENT on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

**27.0 GOVERNING LAW.** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT, in the County of Orange, State of California.

CHILDREN AND FAMILIES COMMISSION FOR  
SAN BERNARDINO COUNTY

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

BY: \_\_\_\_\_  
Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

PRINTED NAME: Maxwell Ohikhuare, M.D.

PRINTED NAME: Patricia McCaughey

TITLE: Commission Vice Chair

TITLE: Administrator

DATE: \_\_\_\_\_

DATE: October 24, 2016

TIN: \_\_\_\_\_  
COMMISSIONSANBERNARDINO.2016 ZIP 14

1 Exhibit "A"

2 SCOPE OF WORK

3 COMMISSION understands and agrees that Region 9 Hub funds will be used to assist COMMISSION in  
4 developing and refining cost-effective, efficient, and impactful QRIS systems that address local needs  
5 and priorities, while developing shared efficiencies. The vision is that all children 0-5 in Region 9  
6 counties thrive in high quality early learning programs. COMMISSION shall provide the following  
7 services:

- 8 1. Procurement, coordination, and support preparation of the Common Data  
9 Fields file for First 5 California. Data system support funds are optional, and  
10 may be used to hire a QRIS data system coordinator to manage regional  
11 contract(s) with data system vendors, monitor and administer the regional  
12 QRIS data system; and ensure data system access for participating consortia,  
13 including data collection and data entry in support of First 5 IMPACT  
14 Common Data Fields file. (Note: This site-level file may be renamed to the  
15 CA-QRIS Common Data File pending finalization of a Memorandum of  
16 Understanding between First 5 California and the California Department of  
17 Education) and support the work of the Registry to monitor and align  
18 professional development data with QRIS data systems.
- 19 2. Attend and participate in Hub leadership monthly meetings, and attend CA-  
20 QRIS workgroup meetings if elected to represent the Region 9 Hub.
- 21  
22  
23  
24  
25