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Agenda: Children and Families Commission 11-2017

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

Meeting date, time, and place November 1, 2017
3:30 p.m. to 5:00 p.m.
Commission Conference Center

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

SPECIAL PRESENTATION None

Conflict of Interest Disclosure Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests.
A Commission member with conflicts of interests shall state their conflict under the appropriate item. A Commission member may not participate in or influence the decision on a contract for which their abstention has been recorded.

Report Advisory Committee Report by Margaret Hill, Chair

Report Executive Director's Report by Karen E. Scott

Consent Items 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.

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.

Agenda: Children and Families Commission 11-2017

November 1, 2017

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Item No.	CONSENT
1	Approve Minutes of September 6, 2017 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
2	Approve Commission Meeting Schedule for Calendar Year 2018. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
3	A. Ratify one (1) year contract previously executed by the Executive Director for the contract term of October 1, 2017 through September 30, 2018 with Prevent Child Abuse California (PCA CA) for the First 5 Service Corps Prevent Child Abuse Through Home Visitation (PATH) program for Fiscal Year 2017-2018 for four (4) AmeriCorps service member positions to provide home visitation program services not to exceed \$56,000 in matching funds. B. Ratify the Memorandum of Understanding (MOU) with PCA CA for Fiscal Year 2017-2018 for AmeriCorps service member mileage reimbursement in an amount not to exceed \$12,000. C. Execute Service Agreements with host sites for supporting the PATH program in a total amount for all hosts, not to exceed \$30,000 for Fiscal Year 2017-2018. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)

Item No.	DISCUSSION
4	Conduct Public Hearing for the Children and Families Commission for San Bernardino County Annual Audit for Fiscal Year 2016-2017. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)
5	Conduct Public Hearing of the Children and Families Commission for San Bernardino County Annual Report for Fiscal Year 2016-2017. (Presenter: Scott McGrath, Evaluation Supervisor, 252-4259)
6	Approve Amendment A2 for Contract EC030 with San Bernardino County Superintendent of Schools for \$71,794 for a total contract amount of \$326,544 for system coordination staff for continued Quality Start San Bernardino (QSSB) implementation in accordance with the San Bernardino County's QRIS Strategic Plan for Fiscal Year 2017-2018. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)
7	A. Approve commitment of funding to Department of Behavioral Health (DBH) of \$26,250,000 for a five-year contract term from July 2018 through June 2023. This commitment of continued support from the Commission to DBH for the established early childhood mental health services system guarantees that a contract will be forthcoming in the listed amount. This commitment enables DBH to immediately release a Request for Proposal (RFP) seeking interested and qualified organizations and agencies to provide services to children ages 0 – 5 and families for the Screening, Assessment, Referral and Treatment (SART) and Early Identification and Intervention (EIS) programs. B. Authorize the Executive Director to negotiate a contract with the Department of Behavioral Health not to exceed \$26,250,000 for the SART and EIS services to be provided from July 2018 through June 2023. (Presenter: Ronnie S. Thomas, Staff Analyst II, 252-4255)

Public Comment

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

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**Commissioner
Roundtable**

Open to comments by the Commissioners.

**Next Meeting at
First 5 San
Bernardino**

**Wednesday, December 6, 2017
3:30 p.m. to 5:00 p.m.**

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**CHILDREN AND FAMILIES COMMISSION
for San Bernardino County
AGENDA: NOVEMBER 1, 2017**

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contractor	Principals & Agents	Subcontractors; Principals & Agents	Commissioner Abstentions
1	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A
3	Prevent Child Abuse California (PCA CA)	Sheila Boxley President and CEO Stephanie Biegler Chief Program Officer Ian Hadley Program Manager	N/A	N/A
4	N/A	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A
6	San Bernardino County Superintendent of Schools	Randy Elphic Assistant Superintendent	N/A	N/A
7	County of San Bernardino Department of Behavioral Health	Supervisor Robert Lovingood First District Board of Supervisors	Veronica Kelley Director	CaSonya Thomas



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Minutes: Children and Families Commission Meeting

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

Meeting Date, Time and Location Commission Meeting
September 6, 2017 - 3:30 p.m.
First 5 San Bernardino

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

SPECIAL PRESENTATION "Help Me Grow" Overview by Heather Little, M.Ed
Health Policy and Program Manager, First 5 Association

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

- Attendees**
- Commissioners Present**
- Alan H. Garrett
 - Margaret Hill
 - Maxwell Ohikhuare, M.D.
 - CaSonya Thomas
 - Paul Vargas
 - Elliot Weinstein, M.D.
- Staff Present**
- Karen Scott, Executive Director
 - Cindy Faulkner, Operations Manager
 - Scott McGrath, Supervisor
 - Mary Jaquish, Supervisor
 - Debora Dickerson-Sims, Administrative Supervisor II
 - Ann Calkins, Executive Assistant
 - Staci Scranton, Supervising Office Assistant
 - Sophie Akins, Commission Counsel
 - Leslie Fountain, Media Specialist II

- Greg Sellon, Accountant III
- Ronnie Thomas, Staff Analyst II

Changes to the Agenda None

Report – Executive Director

Quality Start San Bernardino Initiative

Great things are happening through a wonderful consortium of partners and the good fortune of F5SB's \$5,428,804 IMPACT grant covering Fiscal Years 2015 – 2020. With **Quality Start San Bernardino**, "back to school" means continued opportunity to support childcare providers, parents and caregivers to ensure our youngest children achieve the highest quality in early learning.

Dental Transformation Initiative (DTI) update

The deadline for application was September 30, 2016. First 5 San Bernardino and First 5 Riverside applied as a regional entity. The Local Dental Pilot Project was approved and will be funded in an estimated amount of \$13,756,000 for a five-year period. The final contract has not yet been received. Our plan, provider partners and potential outcomes for this project are ready to go upon receipt of the contract.

Prop 56 Funding Opportunity

A funding opportunity exists to support early childhood efforts through the Local Oral Health Program funded by Tobacco Tax, aka, Prop 56 dollars. This new program supports implementation of the state's Oral Health Plan, which includes a heavy emphasis on children 0-5, (but serves children through age 20) especially through prevention and community education strategies. The funding is not for direct service but can be used to increase and enhance reach such as building upon what the Local Dental Pilot Project under DTI has proposed to do.

This funding is directed to local health jurisdictions which, in our case, is our Public Health Department. In April 2017, the CA Dept. of Public Health released the county allocation amounts for the new Local Oral Health Program. San Bernardino County will receive the 3rd highest amount, behind Los Angeles and Orange County, at \$753,000 per year for 5 years, with an opportunity to extend beyond that.

F5SB recently met with Public Health and other vested stakeholders to collaborate on completing the required application and submitting it to the State before the September 20th deadline. The first phase focuses on the planning process and development of a Strategic Plan. This is a significant increase in local resources for oral health education targeting pregnant mothers and young children as well as older children. We look forward to partnering with Public Health, the Center for Oral Health and the Oral Health Coalition as well as schools, FQHC's, health plans, hospitals and many others to recognize and strengthen the far-reaching system that can meet the oral health needs of our communities.

Letter of Engagement

Before you is the Letter of Engagement from our contracted auditor, Vavrinek, Trine and Day (VTD). The letter formally announces the beginning of this year's audit season and their responsibilities under the U.S. Generally Accepted Auditing Standards and Government Auditing Standards. The results of our audit will be shared with the Commission on October 25th and the report is due to the State of California on November 1st.

**Report –
 Advisory
 Committee**

The Advisory Committee will meet on September 28th at 11:30 a.m. in this location.
 Members will be asked to elect a new Vice Chair since the departure of Stacy Iverson.
 Additional agenda items are under development.

**Report –
 Legislative**

See attached legislative report presented by Chekesha Gilliam:



9-2017 F5SB
 report.pdf

Consent

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

Item No.	CONSENT
1	Approve Minutes of July 12, 2017 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
2	Ratify the one (1) year contract, previously executed by the Executive Director, for the contract term of August 16, 2017 through September 30, 2018 with Prevent Child Abuse California (PCA CA) in an amount not to exceed \$75,460 as a funding match for four (4) AmeriCorps service member positions to provide school readiness services. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)

Item No.	DISCUSSION
3	<p>A. Approve Cooperative Agreement with First 5 Riverside and authorize the receipt of up to \$74,945 in reimbursement from First 5 Riverside under such Cooperative Agreement to share in the expenses of planning services identified in the Loma Linda University Children’s Hospital Help Me Grow (HMG) contract; authorize the Executive Director or delegate to execute such agreement and take such actions as may be necessary to allow for the receipt of such reimbursement funds.</p> <p>B. Approve six-month planning contract SI026 in the amount of \$149,889 with Loma Linda University Medical Center Children’s Hospital (LLUCH) in an effort to launch the “Help Me Grow” (HMG) Initiative with shared financial responsibility with First 5 Riverside. (Presenter: Ronnie Thomas, Staff Analyst II, 252-4255)</p> <p>Discussion Discussion ensued related to this item with various questions posed by Commissioners. Questions were answered by Ronnie Thomas and Tom Altmayer, Altmayer Consulting, Inc.</p> <p>Public Comment None</p> <p>A motion by Commissioner Weinstein and seconded by Commissioner Vargas was made to approve Item 3. With Commissioner Ramos absent and without further comment or objection, motion carried by unanimous vote.</p>

4	<p>A. Authorize Executive Director to execute Letter of Intent and negotiate a contract to participate in the First 5 Service Corps Prevent Abuse Through Home Visitation (PATH) program for Fiscal Year 2017-2018 for four (4) AmeriCorps service member positions to provide home visitation program services at a cost not to exceed \$56,000 in matching funds.</p> <p>B. Authorize Executive Director to enter into an agreement with PCA CA for Fiscal Year 2017-2018 for AmeriCorps service member mileage reimbursement. Mileage reimbursement not to exceed \$12,000.</p> <p>C. Authorize negotiation of agreements with “host” sites (currently funded to provide Nurturing Parenting Program) to compensate them for supporting the PATH program in a total amount for all hosts, not to exceed \$30,000 for Fiscal Year 2017-2018.</p> <p>(Presenter: Cindy Faulkner, Operations Manager, 252-4253)</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>A motion by Commissioner Hill and seconded by Commissioner Vargas was made to approve Item 4. With Commissioner Ramos absent and without further comment or objection, motion carried by unanimous vote.</p>
Item No.	INFORMATION
5	<p>Receive information on 2-1-1 Quarterly Report – April through June 2017. (Presenter: Scott McGrath, Evaluation Supervisor, 252-4259)</p>

Public Comment and Commissioner Roundtable

None

Adjournment

A motion to adjourn by Commissioner Hill and seconded by Commissioner Weinstein was made. With Commissioner Ramos absent and without further comment or objection, motion carried by unanimous vote.

Chair Ohikhuare adjourned the meeting at 4:45 p.m.

Next meeting at First 5 San Bernardino

****Wednesday, October 25, 2017**
3:30 p.m.**

****Please note: Meeting falls on fourth Wednesday in October****

Attest

Maxwell Ohikhuare, M.D., Chair

Ann M. Calkins, Commission Clerk



**AGENDA ITEM 2
NOVEMBER 1, 2017**

Subject	Commission Meeting Schedule for 2018
Recommendations	Approve Commission Meeting Schedule for Calendar Year 2018. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
Background Information	<p>Each year, the Commission reviews the meeting schedule for the next year. Commission Meetings occur on the first Wednesday of each month except for January, July and September (due to holidays) and October (to align with required submission of annual report and audit). In 2018, there will be no Commission meeting in November.</p> <p>January 10, 2018 February 7, 2018 March 7, 2018 April 4, 2018 May 2, 2018 June 6, 2018 July 11 2018 August 1, 2018 September 12, 2018 October 31, 2018 December 5, 2018</p>
Financial Impact	None
Review	Sophie Akins, Commission Counsel

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



**AGENDA ITEM 3
NOVEMBER 1, 2017**

Subject	Prevent Child Abuse Through Home-Visitation (PATH) Program with Prevent Child Abuse California for AmeriCorps Service Contract 2017-2018.
Recommendations	<p>A. Ratify one (1) year contract previously executed by the Executive Director for the contract term of October 1, 2017 through September 30, 2018 with Prevent Child Abuse California (PCA CA) for the First 5 Service Corps Prevent Child Abuse Through Home Visitation (PATH) program for Fiscal Year 2017-2018 for four (4) AmeriCorps service member positions to provide home visitation program services not to exceed \$56,000 in matching funds.</p> <p>B. Ratify Memorandum of Understanding (MOU) with PCA CA for Fiscal Year 2017-2018 for AmeriCorps service member mileage reimbursement in an amount not to exceed \$12,000.</p> <p>C. Execute Service Agreements with host sites for supporting the PATH program in a total amount for all hosts, not to exceed \$30,000 for Fiscal Year 2017-2018. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)</p>
Financial Impact	\$98,000 for Fiscal Year 2017-2018.
Background Information	<p>At the September 6, 2017 Commission meeting, the Executive Director received approval to execute a Letter of Intent; negotiate a contract to participate in the First 5 Service Corps (AmeriCorps) PATH program; enter into an agreement with PCA CA for mileage reimbursement for the AmeriCorps Service Members; and to negotiate partnership agreements with host sites for the PATH program.</p> <p>For the past seven years, First 5 San Bernardino (F5SB) has partnered with the Prevent Child Abuse California (PCA CA) AmeriCorps program by investing matching dollars to support positions providing school readiness activities in preschools throughout San Bernardino County. In June 2017, PCA CA received a federal grant to pilot the PATH program. The grant will provide parenting education through evidenced based home visitation to high need parents at risk for child abuse and neglect. The federal grant, however, provides no funding for member costs and there is a required match to meet the share of costs associated with the program.</p> <p>The contract with PCA CA presented for ratification today is to fund the match for Fiscal Year 2017-2018 for four (4) positions at 1700 service hours each and to provide the Nurturing Parenting Program (NPP) home visitation curriculum and case management services. The AmeriCorps member cost to F5SB for a one-year period is \$14,000 per full time AmeriCorps member for a total amount of \$56,000 for Fiscal Year 2017-2018, which includes Living Allowance, FICA, Workers Comp, Health Care, Background Checks, Payroll Processing, Data Collection Systems, Member Training Costs, Administrative Costs, and Education Award. The federal match contribution per year is \$16,000 per member.</p> <p>Also, presented today for ratification by the Commission is a Memorandum of Understanding with PCA CA to reimburse the AmeriCorps Service Members' mileage.</p>

Mileage reimbursement calculated at the current federal rate of \$0.535 shall not exceed \$12,000 for Fiscal Year 2017-2018.

Agencies selected to serve as host sites for the PATH program are: Moses House Ministries serving the High Desert, Reach Out serving the West End, and Building A Generation serving the Central Valley. Pending ratification of the service agreements, the host sites will be reimbursed up to \$10,000 for Fiscal Year 2017-2018 to compensate them for supporting the PATH program by providing the AmeriCorps members with training, supervision, program materials, and adequate workspace, which includes access to a computer, phone, desk and necessary supplies. The service agreements may be renewable for two (2) additional years, annually based on project goals. The maximum federal grant period under this award for PATH program is three (3) years. The term with PCA CA is negotiable annually and is subject to the availability of federal award monies.

Pending Commission approval, the requested funding for the administration and for matching funds to implement the PATH program utilizing NPP home visitation in an amount not to exceed \$98,000 for Fiscal Year 2017-2018 will be in alignment with F5SB's Strategic Plan, specifically:

- SPA 1:** Children and Families
- Goal 1.3:** Family and Community Support and Partnerships
- Objective 1.3.a:** Promote and support child abuse and neglect prevention
- Objective 1.3.b:** Parents provide developmentally appropriate care
- Objective 1.3.c:** Families are resilient

Review

Sophie Akins, Commission Counsel

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



Prevent Abuse Through Home Visitation AmeriCorps Contract



1. This Contract is entered into between Prevent Child Abuse California and the Subcontractor named below: First 5 San Bernardino	
2. Subcontractor's D-U-N-S Number: 841114882	
3. CFDA Name: AmeriCorps	
4. CFDA Number: 94.006	
5. The Term of this Contract is: October 1, 2017 through September 30, 2018	
6. The maximum amount of this Contract shall not exceed: \$56,000.00	
7. Number of 1,700-hour AmeriCorps members to be enrolled and retained: 4	
8. Number of 900-hour AmeriCorps members to be enrolled and retained: 0	
9. Last date to enroll 1,700-hour AmeriCorps members: November 16, 2017	
10. Last date to enroll 900-hour AmeriCorps members: April 1, 2018	
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:	2017 Terms and Conditions for AmeriCorps State and National Grants ("CNCS Terms and Conditions"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.nationalservice.gov/resources/terms-and-conditions-cnsc-grants
Exhibit B:	45 CFR Chapter XXV, Sections 2520 – 2550 ("45 CRF XXV"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.ecfr.gov/cgi-bin/text-idx?ID=9e5466ae66b0b60241f448502b41433b&mc=true&tpl=/ecfrbrowse/Title45/45chapterXXV.tpl
Exhibit C:	Terms and Conditions
Exhibit D:	Match Contribution
Exhibit E:	Program Scope of Services
Attachment E-1:	2017/2018 Performance Measures ("Performance Measures")
Attachment E-2:	2017/2018 AmeriCorps Member Living Allowance Schedule ("Living Allowance Schedule")
Exhibit F:	CaliforniaVolunteers Assurances and Certifications
Exhibit G:	CAP Center AmeriCorps Supervisor Program Manual 2017-2018 ("Supervisor Program Manual"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.capamericorps.weebly.com
12. Contract Number: 3-CM-PSB-FSB-17-18	
13. Program Year: 2017/2018	
SUBCONTRACTOR: First 5 San Bernardino	PREVENT CHILD ABUSE CALIFORNIA ("PCA CA")
_____ Signature	_____ Sheila Boxley, President and CEO
_____ Date	_____ Date
_____ Print Name and Title	_____ Stephanie Biegler, Chief Program Officer
_____ Fiscal Contact Name and Title	_____ Date
Approved as to Content: _____	
Department Head Signature (If Applicable) Approved as to Form: _____	
_____ Print Name and Title	
735 E. Carnegie Suite 150	4700 Roseville Road, Suite 102
San Bernardino, CA 92408	North Highlands, CA 95660

EXHIBIT C
TERMS AND CONDITIONS

I. Time

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

II. AmeriCorps

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

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

III. Compliance with Federal Requirements

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

A. CNCS Terms & Conditions, incorporated into this Contract by reference as Exhibit A;

B. 45 CFR XXV, incorporated into this Contract by reference as Exhibit B;

C. All Assurances and Certifications contained in Exhibit F, CV Assurances and Certifications;

D. All applicable federal statutes, regulations, and guidelines; and

E. Subpart E, 2 C.F.R. Part 200.400.

IV. Scope of Services

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

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

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

A. Terminate this Contract in whole or in part; or,

B. Offer a contract amendment reflecting the reduced funding.

VI. Termination without Cause

A. This Contract may be terminated by either party without cause upon thirty (30) calendar days written notice to the other party.

B. If the Contract is terminated for non-appropriation:

1. **SUBCONTRACTOR** shall be released from any obligation to provide further services pursuant to this Contract after the effective date of termination.

2. Prior to termination of this Contract, **SUBCONTRACTOR** will make

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

VII. Termination for Cause

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

VIII. Signature Authority

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

IX. Mutual Indemnification

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

X. Independent Contractor

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

XI. Conflict of Interest

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

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

XII. Subcontracting

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

XIII. Drug Free Workplace

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

XIV. Safety Standards

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

XV. Nondiscrimination

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

XVI. Insurance

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

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

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

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

XVII. Ownership of AmeriCorps Training Curricula and Materials

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

XVIII. Audit/Review Requirements

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

XIX. Unforeseen Circumstances

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

XX. Notice

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

XXI. Nonrenewal

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

XXII. Changes and Amendments

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

XXIII. Choice of Law

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

XXIV. Health Insurance Portability and Accountability Act

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

XXV. Prohibited Activities

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

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

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

- j. Providing abortion services 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:

# of 900-HR Members:	0	# of 1,700-HR Members:	4
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CASH MATCH CONTRIBUTION TABLE			
Slot Type	Program Operating Cost	Direct Member Cost	Total Member Cost
4 FT	\$9,200.00	\$46,800.00	\$56,000.00
Grand Total			\$56,000.00

III. Invoicing

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

Corresponding Month(s)	Invoice to be Sent	Invoice due to PCA CA	Amount Due*
September 2017	By October 31st	Net 30	\$9,200.00
October 2017	By November 30th	Net 30	\$3,900.00
November 2017	December 15th	Net 30	\$3,900.00
December 2017	January 15th	Net 30	\$3,900.00
January 2018	February 15th	Net 30	\$3,900.00
February 2018	March 15th	Net 30	\$3,900.00
March 2018	April 15th	Net 30	\$3,900.00
April 2018	May 15th	Net 30	\$3,900.00
May 2018	June 15th	Net 30	\$3,900.00
June 2018	July 15th	Net 30	\$3,900.00
July 2018	August 15th	Net 30	\$3,900.00
August 2018	September 15th	Net 30	\$3,900.00
September 2018	October 15th	Net 30	\$3,900.00
Total:			\$56,000.00

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

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

IV. Special Circumstances

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

V. Increase in Costs

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

VI. In-kind Match Contribution

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

EXHIBIT E
PROGRAM SCOPE OF SERVICES

I. Monitoring and Oversight

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

II. Recruitment and Eligibility of AmeriCorps Members

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

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

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

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

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

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

IV. Enrollment of AmeriCorps Members

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

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

2. **PCA CA** will not generate a Member Contract until all requirements of the AmeriCorps applicant's eligibility to serve in the program have been reviewed and approved by **PCA CA**.
- E. Unless enrollment is conducted by **PCA CA** staff, **SUBCONTRACTOR** (or its Contractor) will submit a copy of the entire Member File to **PCA CA** by fax or email on or before the commencement of each of **SUBCONTRACTOR**'s AmeriCorps members' term of service.
- F. **PCA CA** will provide **SUBCONTRACTOR** with Member Handbooks. Upon commencement of service, **SUBCONTRACTOR** (or its Contractor) must provide each AmeriCorps member with the 2017/18 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 2017/18 program year is:

1,700-hour Segal AmeriCorps Education Award	\$5,815.00
900-hour Segal AmeriCorps Education Award	\$2,907.50

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

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

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

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

C. Child Care:

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

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

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

D. Healthcare:

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

X. **Initial Performance Assessment of AmeriCorps Member**

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

XI. Supervision and Support of AmeriCorps Members

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

XII. Training and Member Development

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

XIII. Data Collection and Reporting

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

XIV. AmeriCorps Member Performance Evaluations

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

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

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

XV. AmeriCorps Member Exit

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

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

XVI. Special Events

- A. **SUBCONTRACTOR** (or its Contractor) must ensure that its AmeriCorps members participate in the following events:
1. Make a Difference Day.
 2. Martin Luther King Day of Service.
 3. AmeriCorps Week, 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 11th Day of Service.
 2. Service Nation Day of Action.
 3. National Family Volunteer Day.
 4. Cesar Chavez Day of Service and Learning.
 5. National Volunteer Week April 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
2017/2018 PERFORMANCE MEASURES

The following information represents the Performance Measures that were submitted and approved by CaliforniaVolunteers and CNCS as part of the 2017/20 Prevent Abuse Through Home Visitation proposal. As such, they reflect the statewide aggregate outputs and outcomes for the program. SUBCONTRACTOR is responsible for meeting its specific outputs and outcomes, a subset of the aggregate values. The SUBCONTRACTOR Performance Measure targets are dependent upon the full enrollment of the number of AmeriCorps member position is included in this Contract. SUB CONTRACTOR shall vigorously pursue 100% retention of AmeriCorps members.

PRIMARY PERFORMANCE MEASURE TITLE: PREVENT CHILD ABUSE & NEGLECT
NEED
High rates of child abuse and neglect are attributable to a deficit in parenting skills and knowledge combined with high stress levels caused by factors such as poverty, unemployment, and lack of health care that impair a parents' ability to raise their children in a safe environment. Chronic exposure to stress, such as that caused by child abuse, is harmful on brain circuits that are malleable during early childhood. The consequences are lifelong, impacting health, economic potential, and social wellbeing into adulthood (Centers for Disease Control and Prevention 2016).
EXPECTED RESULTS
Output (the amount of service provided, people served, products created, or programs developed through planned intervention): Parents will receive parenting education.
Outcome (the changes or benefits that occur as a result of the intervention): Parents will decrease their risk for child abuse and neglect. Parents have no referrals to the Child Welfare System. Children will demonstrate gains in terms of social and/or emotional development
AMERICORPS MEMBER ACTIVITIES DESIGNED TO ACHIEVE EXPECTED RESULTS
AmeriCorps Members will maintain a caseload of 12 parents during their term of service. Member will: a. Provide parenting education to high need parents at risk for child abuse & neglect through evidence based home visitation

<p>Administer assessments to parents to identify areas needing support.</p> <p>b. Provide development centered parenting education to high need parents at risk for child abuse & neglect through evidence based home visitation</p> <p>c. Facilitate activities/workshops where parent/child interact and model appropriate/positive parent-child interactions.</p> <p>d. Administer assessments to assess social emotional development of child and parenting knowledge of parent.</p>		
<p>MEASUREMENT TOOLS</p>		
<p>OUTPUT - Service Activity Form to collect data on parenting education provided through home visitation, including length and frequency of the home visit. Members will complete a minimum of 12 hours or more of parenting education through home visitation services. Completed by AmeriCorps members daily</p>		
<p>OUTCOME - Recidivism to collect data on the number of referrals of PATH parents to the Child Welfare System. Child Welfare Services/Case Management System (CWS/CMS) will be used to collect data on families entering the Child Welfare System. This methodology is consistent for the collection of recidivism data. Completed by AmeriCorps members at the end of the program year (year-long programs).</p>		
<p>OUTCOME - Ages and Stages Questionnaire (ASQ) The ASQ measures the developmental and social emotional development of the child. ASQ serves to screen a child's current level of growth towards developmental and social emotional milestones. For a child to be considered "typically developing" a child's ongoing scores will show continued progress towards developmental milestones as defined by ASQ screening tool in at least 4 of the 6 areas screened. Members submit data in the online database monthly, Project manager monitors quarterly. Completed by AmeriCorps members, the ASQ will be administered twice: at the start of services and at a minimum of 12 hours of service.</p>		
<p>PRIMARY PERFORMANCE MEASURE TARGETS</p>		
<p>OUTPUT TARGETS</p>	<p>PROGRAM OUPUT TARGETS</p>	<p>SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS</p>
<p># high need parents who receive 12 hours or more of parenting education through home visitation improve their parenting attitudes and practices by 20%</p>	<p>226</p>	<p>30</p>
<p># high need parents who receive at least 12 hours of parenting education will have no referrals to the Child Welfare System</p>	<p>226</p>	<p>30</p>

# parents receive 12 hours or more of parenting education and engage in at least 6 activities that promote growth towards their child's developmental and social emotional milestones	177	24
PRIMARY PERFORMANCE MEASURE TITLE: VOLUNTEER RECRUITMENT		
NEED		
Community members and parents who volunteer in activities demonstrate better resilience through the building of social capital		
EXPECTED RESULTS		
Engage Community Volunteers in Service		
MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS		
Target population is all community members with a particular focus on Parents of the beneficiary children.		
Members will recruit volunteers to serve in both on-going and one-time community project opportunities. Parents make up a significant part of the volunteer pool that members engage. Parents are encouraged by the member during parenting education sessions to contribute to activities, including education-focused fairs, family game/movie nights, providing classroom support, and helping increase service site capacity. Additionally, members conduct community outreach in order to identify and recruit volunteers from outside of the program. Outreach includes dissemination of recruitment materials (i.e. flyers or electronic postings) to community organizations, delivering presentations to local high school and college classrooms, and working with established volunteer centers to recruit volunteers. Volunteer activities will include: community, cultural, health, and education-focused events and fairs; family bonding nights (such as games or movies); Community Service Projects/National Service Days and support with activities		
MEASUREMENT TOOLS		
Volunteer Log to collect data on # of volunteers recruited for <u>ongoing</u> activities.		
Volunteer Log to collect data on # of volunteers recruited for <u>one-time</u> activities.		
Volunteer Log to collect data on # of volunteer hours for <u>ongoing</u> activities.		
Volunteer Log to collect data on # of volunteer hours for <u>one-time</u> activities.		
PRIMARY PERFORMANCE MEASURE TARGETS		
OUTPUT TARGETS	PROGRAM OUPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Volunteers recruited for ongoing activities.	50	7
# Volunteers recruited for one-time activities.	100	13

# Volunteer hours for ongoing activities.	100	13
# Volunteer hours for one-time activities.	200	27
PRIMARY PERFORMANCE MEASURE TITLE: MEMBER DEVELOPMENT		
NEED		
Members deserve to be appropriately trained to perform the services assigned, to increase both professional skills and community development skills, and to enhance their esprit de corps experience.		
EXPECTED RESULTS		
Output (the amount of service provided, people served, products created, or programs developed through planned intervention):		
Members receive the training to provide quality service to the community and to the children that they serve.		
Outcome (the changes or benefits that occur as a result of the intervention):		
Members increase knowledge & skills, gain insight into the community, and experience the power of national service.		
MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS		
Orientation: Overview of AmeriCorps and National Service as well as: member benefits, rights, responsibilities, code of conduct, prohibited activities, progressive discipline, policies & procedures. Review member contract, member handbook, performance measures, and electronic timekeeping, and Service Site Orientation.		
Core Hours: Protective Factors, family engagement, stability services and mandated child abuse reporting; Evidenced Based Training – Including NPP or PAT, administering assessments, and data collection		
National Service Days: Make a Difference Day, Martin Luther King, Jr. Day, Cesar Chavez Day, and AmeriCorps Week.		
Other Hours: Supervision and other site specific Professional Development, and PCA CA webinars.		
MEASUREMENT TOOLS		
Training Log and electronic timesheets to collect data on # of members and # of training hours.		
Member Performance Evaluation to collect data on member skill increases. Administered by Member Supervisor 3x per year		
PRIMARY PERFORMANCE MEASURE TARGETS		
OUTPUT TARGETS	PROGRAM OUPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Members that will complete Core Training.	30	4

OUTPUT TARGETS	PROGRAM OUPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Members that will increase knowledge and skills by 10%.	70%	3 Members

EXHIBIT E-2
2017/18 LIVING ALLOWANCE SCHEDULE

Pay Period:	Member must submit timesheet no later than*:	Service Site Supervisor must approve timesheet no later than:	Pay Date:
8/1/17 – 8/15/17	8/16/17	8/17/17	8/25/17
8/16/17 – 8/31/17	9/1/17	9/1/17	9/8/17
9/1/17 – 9/15/17	09/18/17	09/18/17	9/25/17
9/16/17 – 9/30/17	10/2/17	10/2/17	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
11/1/17 – 11/15/17	11/16/17	11/16/17	11/22/17
11/16/17 – 11/30/17	12/1/17	12/1/17	12/8/17
12/1/17 – 12/15/17	12/18/17	12/18/17	12/22/17
12/16/17 – 12/31/17	1/2/18	1/3/18	1/10/18
1/1/18 – 1/15/18	1/16/18	1/17/18	1/25/18
1/16/18 – 1/31/18	2/1/18	2/2/18	2/9/18
2/1/18 – 2/15/18	2/16/18	2/16/18	2/23/18
2/16/18 – 2/28/18	3/1/18	3/2/18	3/9/18
3/1/18 – 3/15/18	3/16/18	3/16/18	3/23/18
3/16/18 – 3/31/18	4/2/18	4/3/18	4/10/18
4/1/18 – 4/15/18	4/16/18	4/17/18	4/25/18
4/16/18 – 4/30/18	5/1/18	5/2/18	5/10/18
5/1/18 – 5/15/18	5/16/18	5/17/18	5/25/18
5/16/18 – 5/31/18	6/1/18	6/1/18	6/8/18
6/1/18 – 6/15/18	6/18/18	6/18/18	6/25/18
6/16/18 – 6/30/18	7/2/18	7/3/18	7/10/18
7/1/18 – 7/15/18	7/16/18	7/17/18	7/25/18
7/16/18 – 7/31/18	8/1/18	8/2/18	8/10/18
8/1/18 – 8/15/18	8/16/18	8/17/18	8/24/18
8/16/18 – 8/31/18	9/4/18	9/4/18	9/10/18
9/1/18 – 9/15/18	9/17/18	9/18/18	9/25/18
9/16/18 – 9/30/18	10/1/18	10/2/18	10/10/18
10/1/18 – 10/15/18	10/16/18	10/17/18	10/25/18
10/16/18 – 10/31/18	11/1/18	11/2/18	11/9/18

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

Prevent Abuse Through Home Visitation AmeriCorps Memorandum of Understanding



1. This Contract is entered into between Prevent Child Abuse California and the Subcontractor named below: First 5 San Bernardino	
2. Subcontractor's D-U-N-S Number: 841114882	
3. CFDA Name: AmeriCorps	
4. CFDA Number: 94.006	
5. The Term of this Contract is: October 1, 2017 through September 30, 2018	
6. The Maximum Amount of this MOU is not to exceed: \$12,000.00	
6. Number of 1,700-hour AmeriCorps members to be enrolled and retained: 4	
7. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:	
Exhibit A:	2017 Terms and Conditions for AmeriCorps State and National Grants ("CNCS Terms and Conditions"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.nationalservice.gov/resources/terms-and-conditions-cnsc-grants
Exhibit B:	45 CFR Chapter XXV, Sections 2520 – 2550 ("45 CRF XXV"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.ecfr.gov/cgi-bin/text-idx?ID=9e5466ae66b0b60241f448502b41433b&mc=true&tpl=/ecfrbrowse/Title45/45chapterXXV.tpl
Exhibit C:	Terms and Conditions
Exhibit D:	Match Contribution
Exhibit E:	CAP Center AmeriCorps Supervisor Program Manual 2017-2018 ("Supervisor Program Manual"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.capamericorps.weebly.com

8. Program Year: **2017/2018**

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

EXHIBIT C
TERMS AND CONDITIONS

I. Time

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

II. AmeriCorps

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

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

III. Compliance with Federal Requirements

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

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

IV. Scope of Services

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

V. Termination without Cause

A. This MOU may be terminated by either party without cause upon thirty (30) calendar days written notice to the other party.

B. If the MOU is terminated for non-appropriation:

- 1. **SUBCONTRACTOR** shall be released from any obligation to provide further services pursuant to this MOU after the effective date of termination.
- 2. Prior to termination of this MOU, **SUBCONTRACTOR** will make reasonable efforts to identify a new or existing contractor to host all of **SUBCONTRACTOR**'s active AmeriCorps members and to assume the remaining cash match contribution for said AmeriCorps members amongst those county Children and Families Commissions or community based organizations then participating in the First 5 Association of California. Furthermore, **SUBCONTRACTOR** agrees to assist with the transition of any active AmeriCorps members to First 5 Commission service sites or programs.

VI. Termination for Cause

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

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

VII. Signature Authority

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

VIII. Mutual Indemnification

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

IX. Independent Contractor

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

X. Conflict of Interest

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

XI. Subcontracting

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

XII. Drug Free Workplace

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

XIV. Safety Standards

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

XV. Nondiscrimination

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

XVI. Insurance

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

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

XVIII. Audit/Review Requirements

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

XIX. Unforeseen Circumstances

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

XX. Notice

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

XXI. Nonrenewal

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

XXII. Changes and Amendments

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

XXIII. Choice of Law

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

XXIV. Health Insurance Portability and Accountability Act

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

XXV. Prohibited Activities

- A. Corporation for National and Community Service ("CNCS") Prohibited Activities
 1. Supplantation. CNCS assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive CNCS support.
 2. Religious use. CNCS assistance may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization.
 3. Political activity. CNCS assistance may not be used by program participants or staff to assist, promote, or deter union organizing; or finance, directly or indirectly, any activity designed to influence the outcome of a Federal, State, or local election to public office.
 4. MOUs or collective bargaining agreements. CNCS assistance may not be used to impair existing MOUs for services or collective bargaining agreements.
 5. Nonduplication. CNCS assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (6) of this section are met, CNCS assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities

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

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

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

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

XXVI. Waiver

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

XXVII. Inspection and Examination

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

XXVIII. Grievance Procedure

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

A. Alternative Dispute Resolution

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

B. Grievance Procedure for Unresolved Complaints

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

C. Time Limitations

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

D. Arbitration

1. Arbitrator

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

2. Time Limits

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

XXIX. Compliance with Laws

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

XXXI. Enforcement

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

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

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

XXXII. Whistleblower Rights and Remedies

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

XXXIII. Entire MOU

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

EXHIBIT D
MILEAGE

- I. Mileage:
1. **PCA CA** will provide mileage reimbursement services for **SUBCONTRACTOR's** AmeriCorps members. Mileage reimbursement services include:
 - a. Providing monthly mileage reimbursement for 30 AmeriCorps members during the term of this MOU, based on rates established by **SUBCONTRACTOR**;
 - b. Issuing payments to AmeriCorps members within 15 days of the submission of completed and approved Mileage Reimbursement Request Form.
 - c. Invoicing **SUBCONTRACTOR** monthly for the full amount of AmeriCorps mileage reimbursement related expenses.
 2. **SUBCONTRACTOR** will:
 - a. Review all Mileage Reimbursement Forms completed by AmeriCorps members for accuracy and inclusion of Auto Insurance Requirements;
 - b. Approve Mileage Reimbursement Forms with written signature of a supervisor;
 - c. Submit completed and approved Mileage Reimbursement Request Forms to **PCA CA** by 10th day of the month following the month that the expense was incurred; and
 - d. Provide full payment to **PCA CA** within thirty (30) days of receipt of monthly invoice request.
 3. Mileage reimbursement is calculated at the current Federal rates. Currently the Federal rate is **\$0.535**, but is subject to change January 1st. Mileage is always calculated at the Standing Federal rates at the time of services.
 4. Mileage reimbursement shall not exceed **\$12,000.00**. If this total is to be adjusted, both parties will have to come to an agreement and an amendment signed.



SERVICE AGREEMENT

THIS AGREEMENT is entered into this day, November 1, 2017 ("Effective Date") in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

<u>Building A Generation</u> Name of Contractor	Hereinafter called Contractor
<u>P.O. Box 7517, Redlands, CA 92373</u> Address	<u>(909) 793-8822</u> Phone Number
<u>Katie Ear</u> Contractor Representative	<u>Executive Director</u> Title
<u>54-2104001</u> Federal ID No.	<u>kear@buildingageneration.org</u> E-Mail Address

IT IS HEREBY AGREED AS FOLLOWS:

I. BACKGROUND

High rates of child abuse and neglect are attributable to a deficit in parenting skills and knowledge, poverty, unemployment, and lack of health care that impair parents' ability to raise their children in a safe environment. By providing a matching investment, the Commission is able to leverage the federal AmeriCorps grant from Prevent Child Abuse California (PCA CA) to utilize AmeriCorps Service members through the Prevent Abuse Through Home-Visitation (PATH) program to provide parenting education to high need parents at risk for child abuse and neglect through evidence based home visitation.

The Commission has determined that the AmeriCorps PATH Service Members can best serve parents and their communities through Host Sites. Host Sites have been selected from existing First 5 San Bernardino contractors that are providing the Nurturing Parenting curriculum. Host Sites will provide the AmeriCorps Service Member with office space, field and office supervision of AmeriCorps members in the community, including tracking of program hours, participating in training, helping to develop and distribute marketing materials, developing collaborative relationships with their local hospitals and other partners.

II. PURPOSE

The purpose of this Agreement is to establish the roles and responsibilities in the efforts of the Commission and the Contractor to utilize AmeriCrops Service Members to provide parent education through home visitation using the Nurturing Parenting curriculum.

III. COMMISSION RESPONSIBILITIES

Commission shall:

- A. Provide assistance and facilitate as applicable the planning, development and implementation of the AmeriCorps PATH Program.
- B. Utilize AmeriCorps members to implement a home visitation model through collaborative partnerships, such as Host Sites, as well as local hospitals and other service providers.
- C. Supervise AmeriCorps members as outlined in the Terms and Conditions of the Commission's contract with Prevent Child Abuse California (Attachment B).
- D. Provide resources that will assist AmeriCorps members in providing supportive services to families who are identified as eligible to receive services.
- E. Identify a Commission liaison to interact with Contractor's staff regarding AmeriCorps member's attendance, verification of timecards, and performance of service delivery.
- 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 Terms and Conditions of the Commission's contract with Prevent Child Abuse California (Attachment B).
- 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.
- I. Ensure that AmeriCorps members are cleared through Department of Justice (DOJ) via PCA CA. 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.

IV. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- A. Serve as the host site and provide reasonable accommodations, training, supervision, program materials, and adequate workspace, which includes access to a computer, internet, phone, desk and necessary supplies, for AmeriCorps members to provide services to meet performance objectives.
- B. 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 site under the oversight of the Commission as Project Administrator. These documents are available for reference at:
<http://www.nationalservice.gov/resources/terms-and-conditions-cnccs-grants> and
<http://www.ecfr.gov/cgi-bin/text-idx?ID=9e5466ae66b0b60241f448502b41433b&mc=true&tpl=/ecfrbrowse/Title45/45chapterXXV.tpl>

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. 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 AmeriCorps assistance.
 - b. Contractor 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. 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 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. Contractor 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 Contractor 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 Contractor 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 families identified as needing supportive services to work with AmeriCorps members as identified in the Program Scope of Work (Attachment A).

G. Allow AmeriCorps members to conduct assessments and collect data for each family receiving parenting education as identified in the Program Scope of Work (Attachment A).

H. Assign appropriate Contractor 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 Commission and the Contractor 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 Agreement, 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 Contractor agree that AmeriCorps members are insured pursuant to the Terms and Conditions of the Commission's contract with Prevent Child Abuse California (Attachment B).
- D. The Commission and Contractor 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 Contractor 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 Contractor mutual chains of command, as deemed necessary.
- F. The Commission and Contractor agree to develop and implement protocols and forms necessary to administer and document program referral, participation, compliance, and effectiveness.
- G. The Commission and Contractor agree to develop procedures for resolving grievances including the specific steps a participant must follow and the time limits for resolution.

VI. FISCAL PROVISIONS

- A. The maximum amount of funds under this Agreement shall not exceed \$10,000 for Fiscal Year 2017/2018 subject to the following:
 - 1. Adherence to responsibilities outlined in Section IV Contractor Responsibilities

- B. The Contractor will submit quarterly invoices in equal installments of \$2,500 to the Commission on:
- December 15, 2017
 - March 15, 2018
 - June 15, 2018
 - September 15, 2018

VII. TERM

- A. The term of this Agreement shall commence on October 25, 2017 upon signature and shall terminate on September 30, 2018 unless terminated earlier as set forth herein.
- B. Notwithstanding the preceding paragraph, this Agreement may be immediately terminated by either party by serving a written notice to the other party in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding that the parties anticipated or provided under this Agreement. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.

VIII. GENERAL PROVISIONS

- A. Notices

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

Contractor: Building A Generation
P.O. Box 7517
Redlands, CA 92373

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

- B. Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Agreement shall be valid only when they have been reduced to writing, duly signed and attached to this Agreement as an amendment.

IX. DISPUTE RESOLUTION

If any conflicts or disputes arise between the two parties, assigned staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties.

continued on next page

X. AGREEMENT:

- A. This Agreement, consisting of 8 pages and Attachments A and B inclusive, is the full and complete document describing the roles and responsibilities of both parties, including all covenants, conditions and benefits.
- B. The signatures of the parties affixed to this Agreement 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

Authorized Signature
Karen E. Scott

Printed Name
Executive Director

Title

Dated

Legal Entity

Authorized Signature
Katie Ear

Printed Name
Executive Director

Title

Dated

SPA 1: Children and Families
 Goal 1.3: Family and Community Support and Partnerships
 Objective 1.3.a: Promote and support child abuse and neglect prevention
 Objective 1.3.c: Families are resilient

Objective 1.3.b: Parents provide developmentally appropriate care



Agency Name: Building a Generation
 Program Name: PATH AmeriCorps
 Service Area: Central Valley

Contract #: SA-18-09
November 2017-September
2018

Expectation	12 parents will participate in a minimum of 12 hours (16 preferred) of parenting education using a chosen Nurturing Parenting module. Parents will improve their parenting attitudes and practices by 20% as evidenced by a reduction in stem scores on the Adult-Adolescent Parenting Index (AAPI) pre and post by two. In addition, participants will engage in at least six activities that promote growth toward their child’s developmental and social emotional milestones identified by the AmeriCorps Service Member. AmeriCorps members will be provided with the opportunity to participate in specific service day activities not related to parenting education.		
Outcome	A minimum of 8 out of 12 clients will complete a minimum of 12 hours of parenting education and reduce their AAPI risk by a minimum of two step points on the AAPI pre and post on all five scales (constructs).		
Objective	Activity	Dosage ¹	Verificat
Reduce incidence of child abuse by teaching developmentally appropriate parenting skills	Parent Education Session	12-weeks (16 preferred)/ 1 hour per week	AAPI & NSCS - 1 Pre (At program enrollment) - 1 Post (At program completion)
Increase parent engagement in activities that promote growth toward their child’s developmental and social emotional milestones	Parent/child activity	6 (minimum)	Activity log
Screen children for early developmental delays and refer accordingly	Developmental Screening	1 each per child	ASQ-3 ASQ-SE

Program Description:

This **home-based** program utilizes *any* NPP curriculum for parenting education services.. Services will be provided in *Redlands and surrounding communities*.

Agency Rep Name: _____

Data Type: NPP tools, ASQ

Agency Signature: _____

Reporting Period: Individual client based Due: N/A _____

Date Signed: _____

Period: November 2017 – September 2018



SERVICE AGREEMENT

THIS AGREEMENT is entered into this day, November 1, 2017 (“Effective Date”) in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

<u>Moses House Ministries</u> Name of Contractor	Hereinafter called Contractor
<u>15180 Anacapa Road, Victorville, CA 92392</u> Address	<u>(760) 955-1895</u> Phone Number
<u>Matthew Coughlin</u> Contractor Representative	<u>Executive Director</u> Title
<u>33-0568537</u> Federal ID No.	<u>matt@moseshouse.org</u> E-Mail Address

IT IS HEREBY AGREED AS FOLLOWS:

I. BACKGROUND

High rates of child abuse and neglect are attributable to a deficit in parenting skills and knowledge, poverty, unemployment, and lack of health care that impair parents’ ability to raise their children in a safe environment. By providing a matching investment, the Commission is able to leverage the federal AmeriCorps grant from Prevent Child Abuse California (PCA CA) to utilize AmeriCorps Service members through the Prevent Abuse Through Home-Visitation (PATH) program to provide parenting education to high need parents at risk for child abuse and neglect through evidence based home visitation.

The Commission has determined that the AmeriCorps PATH Service Members can best serve parents and their communities through Host Sites. Host Sites have been selected from existing First 5 San Bernardino contractors that are providing the Nurturing Parenting curriculum. Host Sites will provide the AmeriCorps Service Member with office space, field and office supervision of AmeriCorps members in the community, including tracking of program hours, participating in training, helping to develop and distribute marketing materials, developing collaborative relationships with their local hospitals and other partners.

II. PURPOSE

The purpose of this Agreement is to establish the roles and responsibilities in the efforts of the Commission and the Contractor to utilize AmeriCrops Service Members to provide parent education through home visitation using the Nurturing Parenting curriculum.

III. COMMISSION RESPONSIBILITIES

Commission shall:

- A. Provide assistance and facilitate as applicable the planning, development and implementation of the AmeriCorps PATH Program.
- B. Utilize AmeriCorps members to implement a home visitation model through collaborative partnerships, such as Host Sites, as well as local hospitals and other service providers.
- C. Supervise AmeriCorps members as outlined in the Terms and Conditions of the Commission's contract with Prevent Child Abuse California (Attachment B).
- D. Provide resources that will assist AmeriCorps members in providing supportive services to families who are identified as eligible to receive services.
- E. Identify a Commission liaison to interact with Contractor's staff regarding AmeriCorps member's attendance, verification of timecards, and performance of service delivery.
- 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 Terms and Conditions of the Commission's contract with Prevent Child Abuse California (Attachment B).
- 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.
- I. Ensure that AmeriCorps members are cleared through Department of Justice (DOJ) via PCA CA. 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.

IV. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- A. Serve as the host site and provide reasonable accommodations, training, supervision, program materials, and adequate workspace, which includes access to a computer, internet, phone, desk and necessary supplies, for AmeriCorps members to provide services to meet performance objectives.
- B. 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 site under the oversight of the Commission as Project Administrator. These documents are available for reference at:
<http://www.nationalservice.gov/resources/terms-and-conditions-cnccs-grants> and
<http://www.ecfr.gov/cgi-bin/text-idx?ID=9e5466ae66b0b60241f448502b41433b&mc=true&tpl=/ecfrbrowse/Title45/45chapterXXV.tpl>

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. 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 AmeriCorps assistance.
 - b. Contractor 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. 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 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. Contractor 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 Contractor 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 Contractor 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 families identified as needing supportive services to work with AmeriCorps members as identified in the Program Scope of Work (Attachment A).

G. Allow AmeriCorps members to conduct assessments and collect data for each family receiving parenting education as identified in the Program Scope of Work (Attachment A).

H. Assign appropriate Contractor 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 Commission and the Contractor 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 Agreement, 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 Contractor agree that AmeriCorps members are insured pursuant to the Terms and Conditions of the Commission's contract with Prevent Child Abuse California (Attachment B).
- D. The Commission and Contractor 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 Contractor 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 Contractor mutual chains of command, as deemed necessary.
- F. The Commission and Contractor agree to develop and implement protocols and forms necessary to administer and document program referral, participation, compliance, and effectiveness.
- G. The Commission and Contractor agree to develop procedures for resolving grievances including the specific steps a participant must follow and the time limits for resolution.

Vi. FISCAL PROVISIONS

- A. The maximum amount of funds under this Agreement shall not exceed \$10,000 for Fiscal Year 2017/2018 subject to the following:
 - 1. Adherence to responsibilities outlined in Section IV Contractor Responsibilities

- B. The Contractor will submit quarterly invoices in equal installments of \$2,500 to the Commission on:
- December 15, 2017
 - March 15, 2018
 - June 15, 2018
 - September 15, 2018

VII. TERM

- A. The term of this Agreement shall commence on October 25, 2017 upon signature and shall terminate on September 30, 2018 unless terminated earlier as set forth herein.
- B. Notwithstanding the preceding paragraph, this Agreement may be immediately terminated by either party by serving a written notice to the other party in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding that the parties anticipated or provided under this Agreement. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.

VIII. GENERAL PROVISIONS

- A. Notices

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

Contractor: Moses House Ministries
15180 Anacapa Road
Victorville, CA 92393

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

- B. Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Agreement shall be valid only when they have been reduced to writing, duly signed and attached to this Agreement as an amendment.

IX. DISPUTE RESOLUTION

If any conflicts or disputes arise between the two parties, assigned staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties.

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X. AGREEMENT:

- A. This Agreement, consisting of 8 pages and Attachments A and B inclusive, is the full and complete document describing the roles and responsibilities of both parties, including all covenants, conditions and benefits.
- B. The signatures of the parties affixed to this Agreement 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

Moses House Ministries
Legal Entity

▶

Authorized Signature
Karen E. Scott

Printed Name
Executive Director

Title

Dated

▶

Authorized Signature
Matthew Coughlin

Printed Name
Executive Director

Title

Dated

SPA 1: Children and Families
 Goal 1.3: Family and Community Support and Partnerships
 Objective 1.3.a: Promote and support child abuse and neglect prevention
 Objective 1.3.c: Families are resilient

Objective 1.3.b: Parents provide developmentally appropriate care



Agency Name: Moses House
 Program Name: PATH AmeriCorps
 Service Area: High Desert

Contract #: SA-18-11
November 2017-September
2018

Expectation	12 parents will participate in a minimum of 12 hours (16 preferred) of parenting education using a chosen Nurturing Parenting module. Parents will improve their parenting attitudes and practices by 20% as evidenced by a reduction in stem scores on the Adult-Adolescent Parenting Index (AAPI) pre and post by two. In addition, participants will engage in at least six activities that promote growth toward their child’s developmental and social emotional milestones identified by the AmeriCorps Service Member. AmeriCorps members will be provided with the opportunity to participate in specific service day activities not related to parenting education.		
Outcome	A minimum of 8 out of 12 clients will complete a minimum of 12 hours of parenting education and reduce their AAPI risk by a minimum of two step points on the AAPI pre and post on all five scales (constructs).		
Objective	Activity	Dosage ¹	Verificat
Reduce incidence of child abuse by teaching developmentally appropriate parenting skills	Parent Education Session	12-weeks (16 preferred)/ 1 hour per week	AAPI & NSCS - 1 Pre (At program enrollment) - 1 Post (At program completion)
Increase parent engagement in activities that promote growth toward their child’s developmental and social emotional milestones	Parent/child activity	6 (minimum)	Activity log
Screen children for early developmental delays and refer accordingly	Developmental Screening	1 each per child	ASQ-3 ASQ-SE

Program Description:

This **home-based** program utilizes *any chosen* NPP curriculum for parenting education services.. Services will be provided in *Victorville and surrounding communities*.

Agency Rep Name: _____

Data Type: NPP tools, ASQ

Agency Signature: _____

Reporting Period: Individual client based Due: N/A _____

Date Signed: _____

Period: November 2017 – September 2018



SERVICE AGREEMENT

THIS AGREEMENT is entered into this day, November 1, 2017 (“Effective Date”) in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the Commission, and

<u>Reach Out</u>	Hereinafter called Contractor
Name of Contractor	
1126 West Foothill Boulevard, Suite 255	
<u>Upland, CA 91786</u>	<u>(909) 982-8641</u>
Address	Phone Number
<u>Diana Fox</u>	<u>Executive Director</u>
Contractor Representative	Title
<u>95-2642747</u>	<u>Diana@we-reachout.org</u>
Federal ID No.	E-Mail Address

IT IS HEREBY AGREED AS FOLLOWS:

I. BACKGROUND

High rates of child abuse and neglect are attributable to a deficit in parenting skills and knowledge, poverty, unemployment, and lack of health care that impair parents’ ability to raise their children in a safe environment. By providing a matching investment, the Commission is able to leverage the federal AmeriCorps grant from Prevent Child Abuse California (PCA CA) to utilize AmeriCorps Service members through the Prevent Abuse Through Home-Visitation (PATH) program to provide parenting education to high need parents at risk for child abuse and neglect through evidence based home visitation.

The Commission has determined that the AmeriCorps PATH Service Members can best serve parents and their communities through Host Sites. Host Sites have been selected from existing First 5 San Bernardino contractors that are providing the Nurturing Parenting curriculum. Host Sites will provide the AmeriCorps Service Member with office space, field and office supervision of AmeriCorps members in the community, including tracking of program hours, participating in training, helping to develop and distribute marketing materials, developing collaborative relationships with their local hospitals and other partners.

II. PURPOSE

The purpose of this Agreement is to establish the roles and responsibilities in the efforts of the Commission and the Contractor to utilize AmeriCrops Service Members to provide parent education through home visitation using the Nurturing Parenting curriculum.

III. COMMISSION RESPONSIBILITIES

Commission shall:

- A. Provide assistance and facilitate as applicable the planning, development and implementation of the AmeriCorps PATH Program.
- B. Utilize AmeriCorps members to implement a home visitation model through collaborative partnerships, such as Host Sites, as well as local hospitals and other service providers.
- C. Supervise AmeriCorps members as outlined in the Terms and Conditions of the Commission's contract with Prevent Child Abuse California (Attachment B).
- D. Provide resources that will assist AmeriCorps members in providing supportive services to families who are identified as eligible to receive services.
- E. Identify a Commission liaison to interact with Contractor's staff regarding AmeriCorps member's attendance, verification of timecards, and performance of service delivery.
- 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 Terms and Conditions of the Commission's contract with Prevent Child Abuse California (Attachment B).
- 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.
- I. Ensure that AmeriCorps members are cleared through Department of Justice (DOJ) via PCA CA. 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.

IV. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- A. Serve as the host site and provide reasonable accommodations, training, supervision, program materials, and adequate workspace, which includes access to a computer, internet, phone, desk and necessary supplies, for AmeriCorps members to provide services to meet performance objectives.
- B. 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 site under the oversight of the Commission as Project Administrator. These documents are available for reference at:
<http://www.nationalservice.gov/resources/terms-and-conditions-cnccs-grants> and
<http://www.ecfr.gov/cgi-bin/text-idx?ID=9e5466ae66b0b60241f448502b41433b&mc=true&tpl=/ecfrbrowse/Title45/45chapterXXV.tpl>

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. 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 AmeriCorps assistance.
 - b. Contractor 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. 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 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. Contractor 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 Contractor 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 Contractor 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 families identified as needing supportive services to work with AmeriCorps members as identified in the Program Scope of Work (Attachment A).

G. Allow AmeriCorps members to conduct assessments and collect data for each family receiving parenting education as identified in the Program Scope of Work (Attachment A).

H. Assign appropriate Contractor 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 Commission and the Contractor 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 Agreement, 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 Contractor agree that AmeriCorps members are insured pursuant to the Terms and Conditions of the Commission's contract with Prevent Child Abuse California (Attachment B).
- D. The Commission and Contractor 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 Contractor 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 Contractor mutual chains of command, as deemed necessary.
- F. The Commission and Contractor agree to develop and implement protocols and forms necessary to administer and document program referral, participation, compliance, and effectiveness.
- G. The Commission and Contractor agree to develop procedures for resolving grievances including the specific steps a participant must follow and the time limits for resolution.

Vi. FISCAL PROVISIONS

- A. The maximum amount of funds under this Agreement shall not exceed \$10,000 for Fiscal Year 2017/2018 subject to the following:
 - 1. Adherence to responsibilities outlined in Section IV Contractor Responsibilities

- B. The Contractor will submit quarterly invoices in equal installments of \$2,500 to the Commission on:
- December 15, 2017
 - March 15, 2018
 - June 15, 2018
 - September 15, 2018

VII. TERM

- A. The term of this Agreement shall commence on October 25, 2017 upon signature and shall terminate on September 30, 2018 unless terminated earlier as set forth herein.
- B. Notwithstanding the preceding paragraph, this Agreement may be immediately terminated by either party by serving a written notice to the other party in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding that the parties anticipated or provided under this Agreement. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.

VIII. GENERAL PROVISIONS

- A. Notices

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

Contractor: Reach Out
1126 West Foothill Blvd., Suite 255
Upland, CA 91786

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

- B. Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Agreement shall be valid only when they have been reduced to writing, duly signed and attached to this Agreement as an amendment.

IX. DISPUTE RESOLUTION

If any conflicts or disputes arise between the two parties, assigned staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties.

continued on next page

X. AGREEMENT:

- A. This Agreement, consisting of 8 pages and Attachments A and B inclusive, is the full and complete document describing the roles and responsibilities of both parties, including all covenants, conditions and benefits.
- B. The signatures of the parties affixed to this Agreement 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

Reach Out
Legal Entity

▶

Authorized Signature
Karen E. Scott

Printed Name
Executive Director

Title

Dated

▶

Authorized Signature
Diana Fox

Printed Name
Executive Director

Title

Dated

SPA 1: Children and Families
 Goal 1.3: Family and Community Support and Partnerships
 Objective 1.3.a: Promote and support child abuse and neglect prevention
 Objective 1.3.c: Families are resilient

Objective 1.3.b: Parents provide developmentally appropriate care



Agency Name: Reach Out
 Program Name: PATH AmeriCorps
 Service Area: West End

Contract #: SA-18-10
November 2017-September
2018

Expectation	24 parents will participate in a minimum of 12 hours (16 preferred) of parenting education using a chosen Nurturing Parenting module. Parents will improve their parenting attitudes and practices by 20% as evidenced by a reduction in stem scores on the Adult-Adolescent Parenting Index (AAPI) pre and post by two. In addition, participants will engage in at least six activities that promote growth toward their child’s developmental and social emotional milestones identified by the AmeriCorps Service Member. AmeriCorps members will be provided with the opportunity to participate in specific service day activities not related to parenting education.		
Outcome	A minimum of 16 out of 24 clients will complete a minimum of 12 hours of parenting education and reduce their AAPI risk by a minimum of two step points on the AAPI pre and post on all five scales (constructs).		
Objective	Activity	Dosage ¹	Verificat
Reduce incidence of child abuse by teaching developmentally appropriate parenting skills	Parent Education Session	12-weeks (16 preferred)/ 1 hour per week	AAPI & NSCS - 1 Pre (At program enrollment) - 1 Post (At program completion)
Increase parent engagement in activities that promote growth toward their child’s developmental and social emotional milestones	Parent/child activity	6 (minimum)	Activity log
Screen children for early developmental delays and refer accordingly	Developmental Screening	1 each per child	ASQ-3 ASQ-SE

Program Description:

This **home-based** program utilizes *any* NPP curriculum for parenting education services. Services will be provided in *North Ontario, Montclair, Rancho Cucamonga, Upland and surrounding communities.*

Agency Rep Name: _____

Data Type: NPP tools, ASQ

Agency Signature: _____

Reporting Period: Individual client based Due: N/A

Date Signed: _____

Period: November 2017 – September 2018



**AGENDA ITEM 4
NOVEMBER 1, 2017**

Subject	Annual Audit for Fiscal Year 2016-2017
Recommendations	Conduct Public Hearing for the Children and Families Commission of San Bernardino County Annual Audit for Fiscal Year 2016-2017. (Presenter: Debora Dickerson-Sims, Administrative Supervisor II, 252-4269)
Financial Impact	None
Background Information	<p>The California Children and Families Act of 1998 (“Act”) was passed as Proposition 10 by California voters in November 1998 and enacted by the State Legislature through California Health and Safety Code Sections 130100-130155 and Revenue and Taxation Code Section 30131.</p> <p>Section 130150 of the Act requires every County Commission, on or before October 15th of each year, to “conduct an audit of, and issue a written report on the implementation and performance of, its functions during the preceding fiscal year.” Section 130140 (a) (1) (G) additionally requires the County Commission to “conduct at least one public hearing prior to adopting any annual audit ...”.</p> <p>Vavrinek, Trine, Day & Co. LLP (VTD) conducted an audit of the First 5 San Bernardino Commission encapsulating all fiscal activity of the Commission for Fiscal Year 2016-2017 and developed an audit report as required by Section 130150.</p> <p>Audit findings, if applicable, will include auditor’s recommendation and First 5 staff’s response to the findings.</p>
Review	Sophie Akins, Commission Counsel

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



**AGENDA ITEM 5
NOVEMBER 1, 2017**

Subject	Annual Report for Fiscal Year 2016-2017
Recommendations	Conduct Public Hearing of the Children and Families Commission for San Bernardino County's Annual Report for Fiscal Year 2016-2017. (Presenter: Scott McGrath Supervisor, 252-4259)
Financial Impact	None
Background Information	<p>The California Children and Families Act of 1998 ("Act") was passed as Proposition 10 by California voters in November 1998 and enacted by the State Legislature through California Health and Safety Code Sections 130100 -130155 and Revenue and Taxation Code Section 30131.</p> <p>Section 130150 of the Act requires every County Commission, on or before November 1st of each year, to submit to the state commission its audit and 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 . . . report".</p> <p>The 2016-2017 Annual Report has been compiled and includes number of children and families served, priorities, activities, program highlights and overall accomplishments. The report also includes program and fiscal information and an analysis of services delivered based on the State's Desired Results Areas – Improved Family Functioning, Improved Child Development, Improved Health and Improved Systems of Care.</p>
Review	Sophie Akins, Commission Counsel

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



**AGENDA ITEM 6
NOVEMBER 1, 2017**

Subject	Amendment A2 for Contract EC030 with San Bernardino County Superintendent of County Schools for Fiscal Year 2017-2018.
Recommendations	Approve Amendment A2 for Contract EC030 with San Bernardino County Superintendent of Schools for \$71,794 for a total contract amount of \$326,544 for system coordination staff for continued Quality Start San Bernardino (QSSB) implementation in accordance with the San Bernardino County's QRIS Strategic Plan for Fiscal Year 2017-2018. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)
Financial Impact	\$71,794 for Fiscal Year 2017-2018.
Background Information	<p>In April of 2015, the Commission selected a Quality Rating Improvement System (QRIS) as a strategy to support the organization's mission and vision for the purpose of promoting, supporting, and improving early development of children from the prenatal stage to five years of age in San Bernardino County. QRIS is a system that defines quality standards for early care and education programs; measures programs against these standards; offers and connects educators to training and professional development opportunities; and helps parents and caregivers find quality programs for their children.</p> <p>With a QRIS, communities have a new tool to increase access to quality early learning experiences for children 0-5. This system supports existing and aspiring early care and education providers by helping them recognize what they can do to best support the development of young children in their care. The framework also serves as a tool to help early learning programs determine their level of quality and identify a plan for improvement to meet higher standards of quality.</p> <p>On June 7, 2017 the Commission approved contracts with the following QSSB partners each having a specific role in the system:</p> <ul style="list-style-type: none">(a) <i>San Bernardino County Superintendent of Schools (Enrollments and Ratings)</i>(b) <i>Child Care Resource Center (Communications, Evaluation and Professional Development)</i>(c) <i>University Enterprise Corporation/California State University San Bernardino (Assessments)</i> <p>Together the QSSB partners have accomplished the following:</p> <ul style="list-style-type: none">• Collectively identified staff members within each agency to interact as Steering Committee, Operational, and Organizational leads within the QRIS system.• Operational leads completed a strategic plan to execute the process of QSSB, established a data collection system, and developed a communications plan.• Provided outreach and informational sessions within the community to gain 117 providers as first participants within the program.• Developed an entry/enrollment process outlined by Steering Committee

-
- Completed ratings of providers and continue to outreach to new providers for Fiscal Year 2017-2018.
 - Developed professional relations with providers by providing technical assistance sessions and continues services with quality improvement planning and ongoing coaching to enhance the quality of their professional development within the classroom.
 - Certified Assessors have completed assessments on qualifying participants based on California's QRIS state required assessment tools.
 - Continuous outreach to providers, community members, and parents of San Bernardino to promote quality within early childhood education.

The QSSB system is a complex one with many activities taking place simultaneously with multiple partners.

With all of the accomplishments achieved during the first year of implementing QSSB, it became apparent that there was a need to have one organization oversee and manage all aspects of the QSSB system.

San Bernardino County Superintendent of Schools (SBCSS) has the capacity and infrastructure to assume the lead role of coordinating the QSSB efforts. Approval of this amendment will allow SBCSS to hire additional experienced Early Education staff to work closely with the existing QSSB partners to implement the system more effectively in accordance with the QSSB Strategic Plan and the California QRIS implementation guide.

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

SPA 1: Children and Families

Goal: 1.2: Early Learning

Objective: 1.2a Families have access to quality early childhood care and education

SPA 2: Systems and Network

Goal 2.1: Leadership as a Convener and Partner

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

Review

Sophie Akins, Commission Counsel

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

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

FOR COMMISSION USE ONLY						
<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code SUPERIN931	SC	Dept. 903	A	Contract Number EC030 A2	
Organization Children and Families Commission			Dept. 903	Orgn. IMPT	Contractor's License No.	
Commission Representative Cindy Faulkner, Operations Manager			Telephone 909-386-7706		Total Contract Amount \$574,401	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code 95200		Contract Start Date July 1, 2016		Contract End Date June 30, 2018		Original Amount \$247,857
						Amendment Amount \$71,794
Fund RRC	Dept. 903	Organization IMPT	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No. QRISFY18	Amount \$326,544
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 San Bernardino County QRIS Operational Lead				Estimated Payment Total by Fiscal Year		
				FY	Amount	I/D
				17-18	\$71,794	I

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)
San Bernardino County Superintendent of Schools
 Department/Division
Student Services
 Address
601 North E Street
San Bernardino, CA 92415
 Phone
(909) 386-2966
 Federal ID No.
95-6000931

Program Address (if different from legal address):

**IT IS HEREBY AGREED AS FOLLOWS:
AMENDMENT NO. 2**

1. Paragraph A. Contract Amount of Section V, FISCAL PROVISIONS, is amended to read as follows:
 A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$574,401 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 \$ 247,857 July 1, 2016 through June 30, 2017
 Fiscal Year 2017-18 \$ 326,544 July 1, 2017 through June 30, 2018

Initial Here

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

ATTACHMENTS

Attachment A – Amended Scope of Work for FY 2017-2018

Attachment B – Amended Program Budget for FY 2017-2018

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

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS

Legal Entity

▶

Authorized Signature

Maxwell Ohikhuare, M.D.
Printed Name

Commission Chair
Title

Dated

▶

Authorized Signature

Randy Elphic
Printed Name

Assistant Superintendent
Title

Dated

Official Stamp

Reviewed for Processing	Approved as to Legal Form	Presented to Commission for Signature
▶ _____ Cindy Faulkner Operations Manager	▶ _____ Sophie Akins Commission Counsel	▶ _____ Karen E. Scott Executive Director
_____ Date	_____ Date	_____ Date



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-18**

ORGANIZATION:	San Bernardino County Superintendent of Schools	DIRECTOR:	Mary Ellen Johnson	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	Quality Rating Improvemnt System	PROGRAM DIRECTOR:	Chrystina Smith-Rasshan	TOTAL BUDGET:	326,544
INITIATIVE:	Education	FINANCE OFFICER:	Lori Bloom	RFP/CONTRACT #:	EC030

LINE	BUDGET CATEGORY	FTE	PAY RATE	# OF HOURS	BENEFIT RATE	F5SB SALARY	F5SB BENEFITS	F5SB BUDGET	TOTAL SALARY	First 5 % of TOTAL SALARY	DESCRIPTION/ JUSTIFICATION	
I.	SALARIES & BENEFITS	A	B	C	D	E	F	G	H	I	J	
	Name:	Position:										
1	Resendez, Kathie	Early Language and Development Specialist	0.50	34.58	1040	41%	35,963	14,630	50,593	101,186	50%	Kathie will conduct ratings and assist with outreach through LPC and other SBCSS trainings and activities.
2	Brody, Traci	Early Language and Development Specialist	0.75	29.83	1560	46%	46,535	21,434	67,969	90,625	75%	Traci will conduct ratings, manage enrollment of QSSB sites and assist in outreach. Traci will attend QSSB meetings and trainings.
3	Esparza, Daisy	OSII	0.75	23.31	1560	49%	36,364	17,818	54,182	72,242	75%	Daisy will assist with QSSB enrollment process. She will also submit First SB monthly reports.
4	Koyoc Sansores, Lissette	OSII	0.75	27.35	1560	46%	42,666	19,626	62,292	83,056	75%	Lissette will assist with QSSB enrollment and outreach.
5	New (12/1-6/30)	Early Language and Development Specialist	0.29	30.18	606.67	43%	18,309	7,873	26,182	89,767	29%	Staff will conduct ratings and assist with QSSB enrollment process.
6	New (12/1-6/30)	Project Analyst	0.29	39.15	606.67	38%	23,751	9,025	32,777	112,376	29%	Staff will manage the overall coordination of QSSSB. Staff will serve as contact for QSSB and attend QSSB meetings. Staff will be responsible for implementation of QSSB .
Total Salaries & Benefits												
						\$ 203,588	\$ 90,407	\$ 293,995	\$ 549,253			



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-18**

ORGANIZATION:	San Bernardino County Superintendent	DIRECTOR:	Mary Ellen Johnson	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	Quality Rating Improvement System	PROGRAM DIRECTOR:	Chrystina Smith-Rasshan	TOTAL BUDGET:	326,544
INITIATIVE:	Education	FINANCE OFFICER:	Lori Bloom	RFP/CONTRACT #:	EC030

II. SERVICES & SUPPLIES					
	Expense:	% of Allocation:	TOTAL F5SB BUDGET (\$)	Description/Justification:	
1	Cell Phone Expense	0%	\$ 1,200	Cell phones will be used to check email and also provide wi fi "hot spots"	
2	Data Processing - Computer Usage Charges	1%	\$ 4,689	Computer usage charges	
	Total Services & Supplies		\$ 5,889		
III. FOOD					
	Event(s):		TOTAL F5SB BUDGET	Description/Justification:	
1					
	Total Food		\$ -		
IV. TRAVEL					
	Destination:	Purpose:	TOTAL F5SB BUDGET	Description/Justification:	
1					
	Total Travel		-		
V. SUBCONTRACTORS					
	Organization Name:		TOTAL F5SB BUDGET	Description/Justification:	
1					
	Total Subcontractors		-		
VI. INDIRECT COSTS					
	Percent:	9%	26,660.00		
	Basis:				



**FIRST 5 SAN BERNARDINO
PROGRAM BUDGET
FISCAL YEAR: 2017-18**

ORGANIZATION:	San Bernardino County Superinte	DIRECTOR:	Mary Ellen Johnson	PROGRAM YEAR:	2017-2018
PROGRAM TITLE:	Quality Rating Improvemnt System	PROGRAM DIRECTOR:	Chrystina Smith-Rasshan	TOTAL BUDGET:	326,544
INITIATIVE:	Education	FINANCE OFFICER:	Lori Bloom	RFP/CONTRACT #:	EC030
	Total Indirect Costs		\$ 26,660.00		
TOTAL FIRST 5 BUDGET			\$ 326,544		



San Bernardino County QRIS
Operational Lead Scope of Work

Agency: San Bernardino County Superintendent of Schools		Fiscal Year(s):2017-18	
Agency QRIS Contact: Mary Ellen Johnson or Chrystina Smith-Rasshan		Phone:909-387-8512 or 909-387-8507 Email:MaryEllen.Johnson@sbcss.net Chrystina.Smith-Rasshan@sbcss.net	
Agency role in QRIS (Provide an overview of your agency's role as an operational lead in the QRIS partnership. Include responsibilities and activities that agency staff will engage in): SBCSS will be responsible for the enrollment and rating process for QSSB. SBCSS will also provide support for outreach. SBCSS will also oversee the overall coordination for QSSB.			
Staff (list all staff members that will have a role in the QRIS):			
Name: New QSSB Project Analyst) FTE: .29 Rate:\$39.15 Bilingual (Spanish): Y <input type="checkbox"/> N <input checked="" type="checkbox"/>			
Individual role in QRIS: System Coordination and Implementation Professional experience relevant to role in QRIS: Systems coordination, group facilitation and coordination, ECE background, knowledge of ECE assessments and tools, etc.			
Name: Kathie FTE:.50 Rate:\$34.58 Bilingual (Spanish): Y <input type="checkbox"/> N <input checked="" type="checkbox"/>			
Resendez Individual role in QRIS: Outreach, Enrollment and Rating Professional experience relevant to role in QRIS: Preschool educator, staff development , assessment, LPC Coordinator.			
Name: Traci FTE:.75 Rate:\$29.83 Bilingual (Spanish): Y <input type="checkbox"/> N <input checked="" type="checkbox"/>			
Brody Individual role in QRIS: Outreach, Enrollment and Rating Professional experience relevant to role in QRIS: outreach, workshop coordination, ECE Specialist.			
Name: New FTE: .29 Rate:\$30.18 Bilingual (Spanish): Y <input checked="" type="checkbox"/> N <input type="checkbox"/>			
Individual role in QRIS: Outreach, Enrollment and Rating Professional experience relevant to role in QRIS:			
Name:, Daisy FTE: .75 Rate: \$23.31 Bilingual (Spanish): Y <input checked="" type="checkbox"/> N <input type="checkbox"/>			
Esparza Individual role in QRIS: outreach, enrollment TA, data base management, referral coordination. Professional experience relevant to role in QRIS: database, scheduling, coordination of multiple agency providers.			
Name: Lisette FTE:.75 Rate:\$27.35 Bilingual (Spanish): Y <input checked="" type="checkbox"/> N <input type="checkbox"/>			
Koyoc-Sansores Individual role in QRIS: outreach, enrollment TA, data base management, referral coordination. Professional experience relevant to role in QRIS: database, scheduling, coordination of multiple agency providers.			
Grant supported costs			
Total FTE costs:\$293,995		Other costs:\$26,660	Total:\$326,544



San Bernardino County QRIS
Operational Lead Scope of Work

(describe): indirect cost			
Agency In-Kind contributions:			
FTE: .25/\$40,000 Role: Administrators, State Preschool Manager	Materials and Supplies:\$20,000 Items: office equipment, space, oversight	Mileage:\$10,000 Purpose of Travel: meetings	Other:\$35,000 Activities: Professional Development
Total \$ amount budgeted for QRIS: \$431,544			
Targets			N/A <input type="checkbox"/>
Assessments:	Ratings:	QI (Coaching):	
Activities:	Activities:135	Activities:	
Head Start:	Head Start:	Head Start:	
CSPP:	CSPP:	CSPP:	
FCC:	FCC:	FCC:	
Private:	Private:	Private:	
LEC:	LEC:	LEC:	
FNN:	FNN:	FNN:	
<p>Other activities and responsibilities (Describe activities in outreach, enrollments, meetings, trainings, orientations, pre-rating support, communications, evaluations, other):</p> <p>Coordination -SBCSS will be responsible for the overall coordination and implementation of QSSB.</p> <p>Outreach -SBCSS will assist in providing outreach to a preschool service providers with in the county.</p> <p>Orientation and Enrollment -SBCSS may present and facilitate small group and individual meetings. SBCSS will provide resources and Technical Assistance to QSSB participants; enter the data into the data system. SBCSS will review applications submitted for completeness</p> <p>Rating -SBCSS will be responsible for assessment coordination ,Share information on rating with participant,Enter Participant data,Notify CSUSB of participant and timeline and assessment need,Verify assessment data entered,Coordinate Rating visit, Conduct on site file reviews;Use Matrix to ascertain final rating;Complete Rating Summary and communicate with QSSB coaches regarding rating.</p>			
All agency activities and functions relevant to QRIS will be outlined in processes and protocols to be approved by the QRIS Key Decision Makers team.			
Data reporting: Agency will submit data in approved database(s) as outlined by reporting requirements designed by First 5 San Bernardino and partnering agencies for the purpose of evaluation and in accordance with reporting requirements of outside grants (IMPACT, CDE Infant/Toddler, other)			
Signing Authority Signature:			Date:



Program Outline Document 2017-2018

AGENCY INFORMATION

Contract #: EC030 A2

Legal Entity: San Bernardino County Superintendent of Schools

Dept./Division: Student Services

Project Name: Quality Rating Improvement System-QRIS (Quality Start San Bernardino)

Address: 601 North E Street **Phone #:** 909-386-2701
San Bernardino Ca 92415

Website: Sbcss.k12.ca.us **Fax #:** 909-332-5803

Program Site Address: Same as above **Client Referral Phone #:** 909-386-2701
Choose an item.

CONTACT INFORMATION

SIGNING AUTHORITY

Name: Randy Elphic/Rich De Nava **Title:** Assistant Superintendent/
Business Services

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CONTRACT REPRESENTATIVE

Name: Randy Elphic **Title:** Assistant Superintendent

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PROGRAM CONTACT

Name: Mary Ellen Johnson **Title:** Administrator

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FISCAL CONTACT

Name: Lori Bloom **Title:** Accountant
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PROGRAM INFORMATION

TYPE OF AGENCY

- Educational Institution** **Describe:** County/State Educational Institution
- Government Agency** **Describe:** Choose an item.
- Private Entity/Institution** **Describe:** Choose an item.
- Community-Based** **Describe:** Choose an item.

FIRST 5 FOCUS AREA

STRATEGY

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

PROGRAM DESCRIPTION

SBCSS will serve as an operational lead overseeing and working with QSSB partners to coordinate all aspects of the QSSB system. SBCSS will work to increase the alignment and coordination of quality improvement supports offered to sites contracted by the organization. SBCSS will also be represented on the QRIS Steering Committee to contribute to planning and decision making for the system.

SERVICE AREA (LOCATIONS)

Countywide

COMMISSION LEVEL OUTCOMES

SPA 1:	Children and Families
Goal: 1.2:	Early Learning
Objective: 1.2a	Families have access to quality early childhood care and education

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
Objective 2.2.b:	Workforce is developed to effectively serve children and families

ASSIGNED ANALYST: Victor Hernandez

CONTRACT AMOUNT

Fiscal Year	Amount
2016-2017	\$ 247,857
2017-2018	\$ 326,544
Total	\$ 574,401



**AGENDA ITEM 7
NOVEMBER 1, 2017**

Subject	Commitment of funding of \$26,250,000 to County of San Bernardino Department of Behavioral Health (DBH) for Fiscal Year 2018-2019 through 2022-2023.
Recommendations	<p>A. Approve commitment of funding to Department of Behavioral Health (DBH) of \$26,250,000 for a five-year contract term from July 2018 through June 2023. This commitment of continued support from the Commission to DBH for the established early childhood mental health services system guarantees that a contract will be forthcoming in the listed amount. This commitment enables DBH to immediately release a Request for Proposal (RFP) seeking interested and qualified organizations and agencies to provide services to children ages 0 – 5 and families for the Screening, Assessment, Referral and Treatment (SART) and Early Identification and Intervention (EIIS) programs.</p> <p>B. Authorize the Executive Director to negotiate a contract with the Department of Behavioral Health not to exceed \$26,250,000 for the SART and EIIS services to be provided from July 2018 through June 2023.</p> <p>(Presenter: Ronnie S. Thomas, Staff Analyst II, 252-4255)</p>
Financial Impact	\$5,250,000 committed to DBH for each Fiscal Year from July 2018 – June 2023 for a cumulative total of \$26,250,000.
Background Information	<p>Since 2004, the First 5 San Bernardino Commission has invested in the comprehensive <u>S</u>creening <u>A</u>ssessment <u>R</u>eferral and <u>T</u>reatment (SART) Initiative in efforts towards building a system of care for children in San Bernardino County. In 2013, the SART Initiative expanded to include <u>E</u>arly <u>I</u>dentification & <u>I</u>ntervention <u>S</u>ervices (EIIS).</p> <p>From 2004 through 2012, First 5 San Bernardino (F5SB) independently procured for mental health services related to programs for children ages 0-5. On March 6, 2013, the Commission approved a selected procurement with DBH for SART and EIIS services, acknowledging that DBH is the most qualified organization in San Bernardino County to administrator the operation and oversight of this mental health service partnership for children 0-5.</p> <p>The Commission recognized the opportunity to support a more efficient and effective system by contracting directly with DBH, utilizing their expertise in mental health services for the County of San Bernardino, and including in their scope of work the requirement to secure contracted providers, ensure efficiency and effectiveness throughout the system. F5SB’s financial investment into the SART/EIIS programs provides a required local match, not to exceed 14%, which enables DBH to draw upon <u>E</u>arly, <u>P</u>eriodic, <u>S</u>creening, <u>D</u>iagnosis and <u>T</u>reatment (EPSDT) dollars (Federal) that increases services to children and families.</p> <p>DBH provides the Commission very comprehensive information and data about the SART and EIIS programs allowing for in-depth evaluation of the program and results. Over the years, DBH has skillfully strengthened a collaborative partnership especially with Children and Family Services (CFS), driving both agencies towards superior system services and has allowed for a more comprehensive approach to</p>

reuniting children and families. This partnership also allows DBH to leverage additional Federal, State, and local dollars to providers serving enrolled children in the SART and EIIS system of care.

SART services are provided by a transdisciplinary team including, mental health clinicians, pediatricians, public health nurses, pediatric neuropsychologists, occupational therapists, and speech and language therapists. Effectiveness of the program is considered by any statistically significant improvement.

Contracted agencies reported an increased number of SART referrals being triaged into the EIIS program, especially recognized between the second year (Fiscal Year 2014-2015) to the third year (Fiscal Year 2015-2016) of the current DBH contract and attributable to an increase in community awareness of the program. The consistency in the number of children served in EIIS is likely due to the increased focused funding, and more thorough triage of children originally referred to SART. The high percentages of intake issues reported for the EIIS population corresponds to the higher levels of need.

EIIS agencies are reporting they are providing higher level of coordination of care as well as intensive mental health services. The addition of Intensive Care Coordination (ICC) as a service for EIIS has helped expand services to this needy population. The issues or concerns (e.g., anger control) for which EIIS children served in Fiscal Year 2016-2017 were consistent with the concerns of children served in Fiscal Year 2015-2016, the increase in these emotional and behavioral domains represent the increase in population served.

Over half of the children served in EIIS are struggling with controlling their anger and more than half of the children are struggling with regulating their behavior. The specific needs of anger control, affect dysregulation, and oppositional behavior are consistently present in many of the children served.

During the latest funding cycle with DBH for SART and EIIS services, significant outcomes continue to accrue. For example, of those children participating in SART, 65.20% generally improved in decreasing the needs they presented upon referral for services. For EIIS, 70% decreased those needs. The biggest improvements were in the area of affect deregulation where the decrease in need went from 67.61% of all participants at intake to 27.36% at discharge in the SART program and 72.36% at intake to 29.25% at discharge for EIIS.

On June 7, 2017, the Commission extended contract HW052 A2 adding an additional year of funding to cover SART and EIIS services for Fiscal Year 2017-2018. The agenda item also included enabling F5SB and DBH to align the procurement cycle to run from Fiscal Year 2018-2019 onwards for five-year period, at the conclusion of current agency contracts that end effective June 30, 2018.

DBH and F5SB have been in discussion over the past year about the funding level for the next procurement cycle. At the June 7, 2017 Commission meeting, it was shared that an increase of \$1.5 million per year into the system was being recommended by F5SB to be considered by the Commission. F5SB recognizes

efficiencies demonstrated by DBH such as those that enable diligent identification of qualified medical services and therefore increased billing to Medi-Cal for such services versus reliance on and billing to F5SB funding for non-medical services or those not covered by Medi-Cal. This is a positive outcome, optimizes use of scarce resources and supports a conservative investment approach by the F5SB Commission considering the current rate of declining revenue. The Commission will not pursue any substantial increase to the early childhood mental health system at this time but will continue to help build and support the system incorporating other funding sources where possible, in consideration of the availability of Prop 10 - F5SB revenue.

Approval of this commitment of funding of \$26,250,000 to the Department of Behavioral Health will allow DBH to release an RFP immediately to procure for providers to continue supporting SART and EIS direct services for a five-year period. These services are designed for at-risk children in need of assessment and treatment related to social, emotional, developmental, and health disorders and require specific services as outlined in the RFP. Approval of this item allows F5SB to engage in a sole source contract with DBH pursuant to F5SB Procurement Policy No. 04-04 A4. A contract with commitment terms outlined herein will be presented to the Commission for final approval before June 30, 2018.

Approval of this investment supports:

SPA 1: Child Health

Objective 1.1.a – Families have access to resources and environments that support the total wellness of the child.

Objective 1.1.b – Families are knowledgeable of and utilize available resources to manage their health.

Objective 1.1.c – Children are born healthy

SPA 2: Systems and Networks

Objective 2.1.a – Systems and services effectively support and engage children, families and communities

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

Review

Sophie Akins, Commission Counsel

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