



www.first5sanbernardino.org

Agenda: Children and Families Commission 10-2020

Meeting date, time, and place October 28, 2020
3:30 p.m. to 5:00 p.m.

VIDEO

Join Zoom Meeting
<https://zoom.us/j/96188119998>
Meeting ID: 961 8811 9998 #

AUDIO (must dial in to hear and speak)

1-669-900-6833
Meeting ID: 961 8811 9998 #

One tap mobile
+16699006833,,96188119998# US (San Jose)

First 5 will accept public comments in advance of the meeting by email.

Comments will be distributed to the Commission and read into the record at the Public Comment portion of the meeting. If you wish to address a specific agenda item, please identify the item number in your email.

In order to ensure timely submission, please submit your comments to acalkins@cfc.sbcounty.gov by 12:00 p.m. on Wednesday, October 28, 2020.

Pledge of Allegiance

Chair or designee will lead the Pledge of Allegiance

Conflict of Interest Disclosure

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

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

For conflicts requiring recusal, the Commissioner must log out of the Zoom meeting and then log back in after the discussion and vote has taken place on the item for which there is a conflict. For conflicts requiring abstention, a Commissioner should not participate in the vote or discussion but may remain logged into the Zoom meeting.

The agenda and supporting documents are available on the First 5 San Bernardino website: www.first5sanbernardino.org

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.

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.

Item No.	CONSENT
1	Approve Minutes of September 2, 2020 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
2	Approve Commission Meeting Schedule for Calendar Year 2021. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
3	Approve retroactive Amendment No. 2 to Contract 18-558 to authorize a Non-Financial Memorandum of Understanding between the Children and Families Commission for San Bernardino County and the County of San Bernardino Preschool Services Department to provide literacy, math skills, and social and emotional development skills for eligible preschool children through the use of First 5 ServiceCorps AmeriCorps members for the period of October 1, 2020, through September 30, 2023. (Presenter: Wendy Lee, Psy.D., Staff Analyst II, 252-4254)

Item No.	DISCUSSION
4	Conduct Public Hearing for the Children and Families Commission for San Bernardino County’s Annual Audit for Fiscal Year 2019-2020. (Presenter: Debora Dickerson-Sims, Chief Financial Officer, 252-4269)
5	Conduct Public Hearing for the Children and Families Commission for San Bernardino County’s Annual Report for Fiscal Year 2019-2020. (Presenter: William Kariuki, Section Manager, Evaluation and Impact, 252-4260)
6	Approve reclassification of Contract Media Specialist II position (salary \$55,702.40-\$76,502.40) to Contract Communications Officer position (salary \$63,918.40-\$87,942.40). (Presenter: Scott McGrath, Deputy Director, Systems and Impact, 252-4259)
7	Approve Contract IC045 with Harder+Company Community Research as the Home Visiting Coordination Consultant to assist First 5 with the development of a Home Visiting Strategic Plan and a Countywide Systems framework for \$181,821 for Fiscal Years 2020-2022. (Presenter: Tania Offerrall, Staff Analyst II, 252-4262)

Item No.	INFORMATION
8	Receive information on EVALCORP serving as First 5 San Bernardino’s evaluation and professional services consultant and their current progress pertaining to their scope of work. (Presenter: William Kariuki, Staff Analyst II, 252-4260)
9	Receive information regarding the First 5 San Bernardino music contest. (Presenter: LuCretia Dowdy, Community Engagement Specialist, 252-4279)

SPECIAL PRESENTATION	Farewell to Supervisor Gonzales
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Public Comment

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

Next Meeting

Wednesday, December 2, 2020
3:30 p.m. to 5:00 p.m.



**CHILDREN AND FAMILIES COMMISSION
for San Bernardino County
AGENDA: October 28, 2020**

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	County of San Bernardino Preschool Services Department	Curt Hagman Fourth District Supervisor Chairman of the Board of Supervisors	Phalos Haire Director Preschool Services Department	Thomas
4	N/A	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A
6	N/A	N/A	N/A	N/A
7	Harder+Company Community Research	Allison Wolfpoff Partner	N/A	N/A
8	EVALCORP	Dr. Kristen Donovan President and Principal Consultant	N/A	N/A
9	N/A	N/A	N/A	N/A



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Minutes: Children and Families Commission Meeting

Meeting Date and Location September 2, 2020
3:30 p.m. to 4:00 p.m.

This meeting utilized the “ZOOM” conferencing platform pursuant to the provisions of the Governor’s Executive Order N-29-20 dated March 17, 2020, which suspends certain requirements of the Ralph M. Brown Act.

VIDEO

Join Zoom Meeting
<https://zoom.us/j/92132515303>
Meeting ID: 921 3251 5303

AUDIO (Must dial in to hear and/or speak)

Meeting ID: 921 3251 5303
One tap mobile (*if using mobile app*)
+16699006833,,98913180310# US (San Jose)

Pledge of Allegiance The Pledge of Allegiance was led by Chair Thomas.

SPECIAL PRESENTATION None

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

Conflict of Interest Disclosure A Commission member with conflicts of interests shall state their conflict under the appropriate item and abstain or recuse from that item, as appropriate. A Commission member may not participate in or influence the decision on a contract for which their abstention or recusal has been recorded.

For conflicts requiring recusal, the Commissioner must log out of the Zoom meeting and then log back in after the discussion and vote has taken place on the item for which there is a conflict. For conflicts requiring abstention, a Commissioner should not participate in the vote or discussion but may remain logged into the Zoom meeting.

Attendees

Commissioners

- Jorge Escalante
- Josie Gonzales
- Margaret Hill
- Gary Ovitt
- Corwin Porter
- CaSonya Thomas
- Elliot Weinstein, M.D.

Staff

- Karen Scott, Executive Director
- Ann Calkins, Executive Assistant
- Traci Homan, Business Support Manager
- DeAnna Mitchell, Office Assistant II
- Scott McGrath, Deputy Director of Systems and Impact

Changes to the Agenda

None

Motion by Commissioner Weinstein and seconded by Commissioner Ovitt to approve the Consent Items.

Pursuant to Government Code section 54953 (b)(2), a roll call vote was called as follows:

Consent
 Commissioner Escalante: Aye
 Commissioner Gonzales: Aye
 Commissioner Hill: Aye
 Commissioner Ovitt: Aye
 Commissioner Porter: Aye
 Commissioner Weinstein: Aye

Without further comment or objection, motion carried.

Item No.	CONSENT
1	Approve Minutes of August 5, 2020 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

Item No.	DISCUSSION
2	Approve Contract SI036 with Child Care Resource Center for \$80,771 for Fiscal Year 2020-2021 and \$69,229 for Fiscal Year 2021-2022 resulting in a cumulative total of \$150,000 for Fiscal Years 2020-2022 to conduct <u>Trauma-Informed Care Evaluation</u> , as part of a larger study/evaluation on implementation of the Statewide Emergency Child Care Bridge Program for Foster Children to improve their access to child care and stable placement. (Presenter: Scott McGrath, Deputy Director, Systems and Impact, 252-4259) <u>Discussion</u> Commissioner Gonzales asked if the current allocation is comparable to what was

	<p>previously spent and is it enough? Mr. McGrath answered that this is new territory. First 5 does not normally provide funds for research.</p> <p>Public Comment Dr. Susan Savage, Research Director from CCRC confirmed the funds today from First 5 San Bernardino were enough to cover the need for the study. Dr. Savage stated CCRC has also acquired funding from the Heiseng-Simons Foundation as well as First 5 California for the other study components.</p> <p>Motion made by Commissioner Hill and seconded by Commissioner Escalante to approve Agenda Item 2.</p> <p>Pursuant to Government Code section 54953 (b)(2), a roll call vote was called as follows:</p> <p>Commissioner Escalante: Aye Commissioner Gonzales: Aye Commissioner Hill: Aye Commissioner Ovitt: Aye Commissioner Porter: Aye Commissioner Weinstein: Aye</p> <p>Without further comment or objection, motion carried.</p>
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Item No.	INFORMATION
	N/A

Public Comment

None

Commissioner Roundtable

Commissioner Hill wished everyone a Happy Labor Day.

Adjournment

Chair Thomas adjourned the meeting at 3:50 p.m.

Next meeting

Wednesday, October 28, 2020 - 3:30 p.m. to 5:00 p.m.

Attest

 CaSonya Thomas, Chair

 Ann M. Calkins, Commission Secretary



**AGENDA ITEM 2
October 28, 2020**

Subject	Commission Meeting Schedule for 2021.
Recommendations	Approve Commission Meeting Schedule for Calendar Year 2021. (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 some months due to holidays or other previously scheduled commitments. There is no meeting schedule for the month of November.</p> <p>January 6 February 3 March 3 April 7 May 5 June 2 July 7 August 4 September 1 October 27 December 1</p>
Financial Impact	None
Review	Kristina Robb, Commission Counsel

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



AGENDA ITEM 3
October 28, 2020

Subject	Amendment No. 2 to Non-Financial Memorandum of Understanding 18-558 A2 with County of San Bernardino Preschool Services Department.
Recommendation	Approve retroactive Amendment No. 2 to Contract 18-558 to authorize a Non-Financial Memorandum of Understanding between the Children and Families Commission for San Bernardino County and the County of San Bernardino Preschool Services Department to provide literacy, math skills, and social and emotional development skills for eligible preschool children through the use of First 5 ServiceCorps AmeriCorps members for the period of October 1, 2020, through September 30, 2023. (Presenter: Wendy Lee, Psy.D., Staff Analyst II, 252-4254)
Financial Impact	None
Background Information	<p>On July 11, 2018, the Commission approved a non-financial MOU with PSD that would allow the First 5 Service Corps AmeriCorps members to provide literacy, numeracy, and social-emotional development skills to eligible PSD children at four (4) PSD sites.</p> <p>On September 12, 2018, the Commission approved an amended and restated MOU that would allow AmeriCorps members to serve at <u>any</u> PSD site, thereby allowing for the expansion of the First 5 AmeriCorps School Readiness program. Per PSD requirements, the MOU amendment was revised to align with the County's template and include an effective date. On October 31, 2018, the Commission approved a non-financial MOU Amendment No. 1 effective November 7, 2018, through September 30, 2020.</p> <p>AmeriCorps members will provide one-on-one distance learning services to children in need of early education support, and at PSD Head Start sites which adhere to COVID-19 regulations.</p> <p>The Board of Supervisors approved the amendment to the MOU on September 29, 2020 on behalf of PSD. Pending Commission's approval Amendment No. 2 shall be effective to the retroactive date of October 1, 2020 through September 30, 2023, continuing the collaborative partnership between the two entities.</p> <p>Approval of this item supports the Quality Early Learning Strategic Priority Area in the Commission's 2020-2023 Strategic Plan through the following Investment Areas:</p> <p>Systems-Level Efforts: Collaboration, Community Capacity, Building Workforce</p> <p>Supportive Strategies: Research & Evaluation, Policy, Communications, Advocacy, Countywide Collaboration, Statewide/First 5 Network Efforts</p>
Review	Kristina Robb, Commission Counsel

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

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

18-558 A-2

SAP Number

N/A

Preschool Services Department

Department Contract Representative	Jeff D'Avanzo
Telephone Number	(909) 386-8314
Contractor	Children and Families Commission for San Bernardino County
Contractor Representative	Cindy Faulkner
Telephone Number	(909) 252-4253
Contract Term	July 25, 2018 through September 30, 2023
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 2

It is hereby agreed to amend Contract No. 18-558, effective September 30, 2020, as follows:

SECTION VIII. TERM

Section VIII is amended to read as follows:

This Contract is effective as of July 25, 2018 and is extended from its original expiration date of September 30, 2020, to expire on September 30, 2023, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

ATTACHMENT A

2018-2020 PERFORMANCE MEASURES is replaced by 2020-2021 PERFORMANCE MEASURES

ATTACHMENT B

FIRST 5 SERVICE CORPS AMERICORPS CONTRACT, DATED AUGUST 16, 2017 is replaced by FIRST 5 SERVICE CORPS AMERICORPS CONTRACT, DATED AUGUST 16, 2020

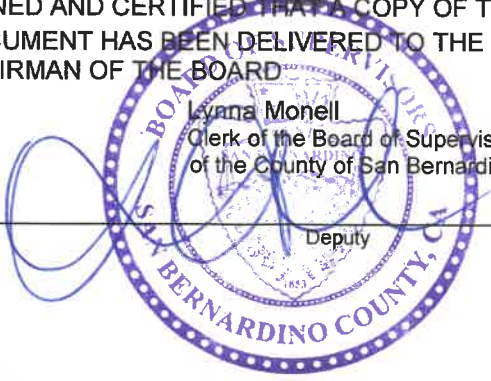
All other terms and conditions of 18-558 remain in full force and effect.

COUNTY OF SAN BERNARDINO

▶ *Curt Hagman*
Curt Hagman, Chairman, Board of Supervisors

Dated: SEP 29 2020
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino
Deputy



CHILDREN AND FAMILIES COMMISSION
FOR SAN BERNARDINO COUNTY

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

By ▶ *CaSonya Thomas*
CaSonya Thomas (Sep 14, 2020 16:41 PDT)
(Authorized signature - sign in blue ink)

Name CaSonya Thomas
(Print or type name of person signing contract)

Title Commission Chair
(Print or Type)

Dated: Sep 14, 2020

Address 735 East Carnegie Drive
San Bernardino, CA 92408

FOR COUNTY USE ONLY

Approved as to legal form:
▶ *Adam Ebright*
Adam Ebright, County Counsel
Date September 17, 2020

Reviewed for Contract Compliance
Decided by:
▶ *Jennifer Mulhall-Dandel*
Jennifer Mulhall-Dandel, Contracts Manager
Date September 17, 2020

Reviewed/Approved by Department
▶ *Phalos Haire*
Phalos Haire, Director
Preschool Services Department
Date September 20, 2020

ATTACHMENT A
2020/2021 FRIST 5 SC PERFORMANCE MEASURE TARGETS

AGENCY INFORMATION

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

PRIMARY PERFORMANCE MEASURE TITLE: SCHOOL READINESS
NEED
Research indicates a child's early development of social emotional, literacy, and numeracy skills are critical for school success. Economically disadvantaged children and/or children with exceptional needs, such as English language learners are most at-risk for academic failure as they lack access to quality early childhood education programs with linguistically appropriate instruction. Many low-income or non-English speaking parents lack the knowledge/resources needed to play a critical role in their child's school success.
EXPECTED RESULTS
Output (the amount of service provided, people served, products created, or programs developed through planned intervention):
Children and parents receive school readiness activities and services.
Outcome (the changes or benefits that occur as a result of the intervention):
Children meet age-appropriate developmental school readiness milestones.

AMERICORPS MEMBER ACTIVITIES DESIGNED TO ACHIEVE EXPECTED RESULTS
AmeriCorps members provide 25 economically disadvantaged children 35 hours of one-on-one GOLD Assessment school activities in social emotional, literacy, and numeracy. Members administer GOLD Assessment and develop an individualized Early Education Plan and deliver social emotional, literacy, and numeracy skills activities in classroom, small group, and one-on-one settings. Members provide parents of economically disadvantaged children 5 hours of workshops teaching the importance of and techniques for book sharing with children at home to develop family literacy routines. Members provide culturally and linguistically appropriate books and a DVD so parents read to their child for 20 minutes 3 times per week for 8 weeks, applying what they have learned.
MEASUREMENT TOOLS
OUTPUT - Student Daily Contact Log to collect data on number of children who start and complete participation in an AmeriCorps Early Childhood Education Program, the number of hours that children receive skill-building services in social emotional, literacy, and/or numeracy. Members submit data in the online database monthly, Project Manager monitors quarterly. Completed by AmeriCorps members daily
OUTCOME - Teaching Strategies GOLD Assessment to collect data on the number of children that demonstrate social emotional, literacy, and/or numeracy skills. Members submit data in the online database monthly, Project manager monitors quarterly. Completed by AmeriCorps members within the first 5 hours of service delivery, at 35 hours of service delivery, and at the end of the program year (year-long programs).
OUTCOME - Raising a Reader Parent Survey to collect data on the number of parents that demonstrate improvement in family literacy behaviors including sharing books with their children more frequently, visiting the library, establishing a family routine for reading books to their child 60 minutes/per week for 8 weeks. Members submit data in the online database monthly, Project manager monitors quarterly. Completed by AmeriCorps members at the onset of service delivery, and at the end of the service delivery.

Prevent Child Abuse California
AmeriCorps Contract

2020/2021 Performance Measures

PRIMARY PERFORMANCE MEASURE TARGETS		
OUTPUT TARGETS	PROGRAM OUTPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Economically disadvantaged children or children with exceptional needs that will start in a CNCS-supported early childhood education program.	2,000	97
# Economically disadvantaged children or children with exceptional needs that will complete participation in a CNCS- supported early childhood education program.	1,750	85
# Parents of economically disadvantaged children that will begin 5 hours of family literacy training on book sharing with their child.	800	0
# Parents of economically disadvantaged children that will complete 5 hours of family literacy training on book sharing with their child.	480	0
1500 OUTCOME TARGETS	PROGRAM OUTPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
Of 1,700 high need children receiving at least 35 hours of social emotional, literacy, and numeracy skills, 1500 will meet age appropriate school readiness milestones in one or more areas they had not initially met.	1,500	80
# Children will demonstrate gains in school readiness in terms of social and/or emotional development.	1,000	50
# Children will demonstrate gains in school readiness in terms of literacy skills.	1,000	50
# Children will demonstrate gains in school readiness in terms of numeracy (math) skills.	800	44

Prevent Child Abuse California
AmeriCorps Contract

2020/2021 Performance Measures

Of 480 parents of economically disadvantaged children who complete 5 hours of family literacy training on book sharing with their child, 336 will demonstrate improved family literacy behaviors.	336	0
PRIMARY PERFORMANCE MEASURE TITLE: VOLUNTEER RECRUITMENT		
NEED		
Required		
EXPECTED RESULTS		
Engage Community Volunteers in Service		
MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS		
Target population is all community members with a particular focus on Parents of the beneficiary children.		
Members will recruit volunteers to serve in both ongoing and one-time community project opportunities. Parents of the program beneficiaries make up a significant part of the volunteer pool that members engage. Parents are encouraged by the member during instructional sessions to contribute to School Readiness activities, including education-focused fairs, family game/movie nights, providing classroom support, and helping increase Service Site capacity. Additionally, members conduct community outreach in order to identify and recruit volunteers from outside of the program. Outreach includes dissemination of recruitment materials (i.e. flyers or electronic postings) to community organizations, delivering presentations to local high school and college classrooms, and working with established volunteer centers to recruit volunteers. Volunteer activities will include: community, cultural, health, and education-focused events and fairs; family bonding nights (such as games or movies); Community Service Projects/National Service Days, and support with school readiness activities.		
MEASUREMENT TOOLS		
Volunteer Log to collect data on # of volunteers recruited for <u>ongoing</u> activities.		
Volunteer Log to collect data on # of volunteers recruited for <u>one-time</u> activities.		
Volunteer Log to collect data on # of volunteer hours for <u>ongoing</u> activities.		
Volunteer Log to collect data on # of volunteer hours for <u>one-time</u> activities.		
PRIMARY PERFORMANCE MEASURE TARGETS		

Prevent Child Abuse California
AmeriCorps Contract

2020/2021 Performance Measures

OUTPUT TARGETS	PROGRAM OUTPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Volunteers recruited for ongoing activities.	96	5
# Volunteers recruited for one-time activities.	380	18
# Volunteer hours for ongoing activities.	384	18
# Volunteer hours for one-time activities.	760	34
PRIMARY PERFORMANCE MEASURE TITLE: MEMBER DEVELOPMENT		
NEED		
Members deserve to be appropriately trained to perform the services assigned, to increase both professional skills and community development skills, and to enhance their esprit de corps experience.		
EXPECTED RESULTS		
Output (the amount of service provided, people served, products created, or programs developed through planned intervention):		
Members receive the training to provide quality service to the community and to the children that they serve.		
Outcome (the changes or benefits that occur as a result of the intervention):		
Members increase knowledge & skills, gain insight into the community, and experience the power of national service.		
MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS		
PCA CA and Service Site Orientation 80 or more hours; Connection to National Service, Member Contract review and Prohibited		
Activities Training; Community Engagement; Child Development; Assessment Training; Mandated Child Abuse Reporting; Site-specific Technical Training.		
Ongoing Hours, including site specific (related to member position) trainings: supervision/coaching; & PCA CA webinars.		
National Service Days: Make a Difference Day, Martin Luther King, Jr. Day, Cesar Chavez Day, and AmeriCorps Week.		

Other trainings delivered throughout the year include: Social-Emotional and Cognitive Development; Family Literacy Fundamentals; GOLD Curriculum & Activity Development Training; Leadership; Active Citizens; Life after AmeriCorps; Cultural Awareness; Conflict Resolution.		
MEASUREMENT TOOLS		
Training Log and electronic timesheets to collect data on # of members and # of training hours.		
Member Performance Evaluation to collect data on member skill increases. Administered by Member Supervisor 3x per year		
PRIMARY PERFORMANCE MEASURE TARGETS		
OUTPUT TARGETS	PROGRAM OUTPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Members that will complete Core Training.	1	4
OUTCOME TARGETS	PROGRAM OUTPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Members that will increase knowledge and skills by 10%.	70%	3



First 5 Service Corps AmeriCorps Contract



1. This Contract is entered into between Prevent Child Abuse California and the Subcontractor named below: FIRST 5 SAN BERNARDINO	
2. Subcontractor's D-U-N-S Number: 841114882	
3. CFDA Name: AmeriCorps	
4. CFDA Number: 94.006	
5. The Term of this Contract is: August 16, 2020 through August 15, 2021	
6. The maximum amount of this Contract shall not exceed: \$85,356.00	
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: 10/16/2020	
10. Last date to enroll 900-hour AmeriCorps members: 3/1/2021	
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:	2020 Terms and Conditions for AmeriCorps State and National Grants ("CNCS Terms & Conditions"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.nationalservice.gov/resources/terms-and-conditions-cnsc-grants
Exhibit B:	45 CFR Chapter XXV, Sections 2520 – 2550 ("45 CFR XXV"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.ecfr.gov/cgi-bin/text-idx?ID=9e5466ae66b0b60241f448502b41433b&mc=true&tpl=/ecfrbrowse/Title45/45chapterXXV.tpl
Exhibit C:	Terms and Conditions
Exhibit D:	Match Contribution
Exhibit E:	Program Scope of Services
Attachment E-1:	2020/2021 Performance Measures ("Performance Measures")
Attachment E-2:	2020/2021 AmeriCorps Member Living Allowance Schedule ("Living Allowance Schedule")
Exhibit F:	California Volunteers Assurances and Certifications
Exhibit G:	CAP Center AmeriCorps Supervisor Program Manual 2019/2020 ("Supervisor Program Manual"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.capamericorps.weebly.com
12. Contract Number: 3-CM-5SC-FSB-20-21	
13. Program Year: 2020/2021	
FIRST 5 SAN BERNARDINO ("SUBCONTRACTOR")	
PREVENT CHILD ABUSE CALIFORNIA ("PCA CA")	
<i>CaSonya Thomas</i> <small>CaSonya Thomas (Aug 17, 2020 15:24 PDT)</small>	<i>Sheila Boxley</i> <small>08/18/2020</small>
Signature _____	Signature _____
Date Aug 17, 2020	Date _____
CaSonya Thomas, Assistant Executive Officer	Sheila Boxley, President and CEO
Print Name and Title _____	Print Name and Title _____
<i>Stephanie Biegler</i> <small>08/18/2020</small>	<i>Stephanie Biegler</i> <small>08/18/2020</small>
Signature _____	Signature _____
Date _____	Date _____
Stephanie Biegler, Chief Program Officer	Stephanie Biegler, Chief Program Officer
Print Name and Title _____	Print Name and Title _____
<i>Debora Pickerson-Sims, Chief Financial Officer</i>	
Fiscal Contact Name and Title _____	
Approved as to Content: <i>Karen Scott</i> <small>Karen Scott (Aug 18, 2020 08:50 PDT)</small>	
Date Aug 18, 2020	
Department Head Signature (If Applicable)	
Approved as to Form:	
Karen E. Scott, Executive Director	
Print Name and Title _____	
735 E. Carnegie Drive, Suite 150	4700 Roseville Road, Suite 102
San Bernardino, CA 92408-3574	North Highlands, CA 95660

EXHIBIT C
TERMS AND CONDITIONS

I. Time

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

II. AmeriCorps

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

III. Compliance with Federal Requirements

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

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

IV. Scope of Services

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

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

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

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

VI. Termination without Cause

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

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

VII. Termination for Cause

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

VIII. Signature Authority

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

IX. Mutual Indemnification

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

X. Independent Contractor

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

XI. Conflict of Interest

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

- B. The parties have an affirmative duty to disclose to each other in writing the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.
- XII. Subcontracting**
If **SUBCONTRACTOR** contracts with another organization to either administer or host AmeriCorps members, the contract must incorporate 45 CFR XXV, and the CNCS Terms & Conditions, and require that such provisions are binding upon the contractor. **SUBCONTRACTOR** shall be responsible for contractor's compliance with these regulations. **SUBCONTRACTOR** must provide a copy of the contract to **PCA CA** within fifteen (15) business days of execution, and must be approved by **PCA CA** no less than forty-five (45) calendar days prior to the start of this Contract. Any such contract shall not serve to release **SUBCONTRACTOR** from any obligation under this Contract.
- XIII. Drug Free Workplace**
The parties warrant that they are knowledgeable of 45 CFR XXV Sections 2545.205 – 2545.230, and 2545.610 – 2545.670, regarding a drug free workplace and shall abide by and implement its statutory requirements.
- XIV. Safety Standards**
Pursuant to the CNCS Terms & Conditions, Section XIV, **SUBCONTRACTOR** must institute safeguards as necessary and appropriate to ensure the safety of **SUBCONTRACTOR**'s AmeriCorps members. **SUBCONTRACTOR**'s AmeriCorps members may not participate in projects that pose undue safety risks.
- XV. Nondiscrimination**
- A. It is the policy of **PCA CA** to assure all persons of equal rights and opportunities with respect to serving in this program. A person, including an AmeriCorps member, a community beneficiary, or program staff, may not, on the grounds of race, color, national origin, sex, age, political affiliation, sexual orientation, disability, in most cases religion, or any other bases protected by federal, state, or local law, or ordinance or regulation, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, directly or through contractual or other arrangements, under any program or activity receiving federal financial assistance. **PCA CA** will not retaliate against any person who, or organization that, files a complaint about such discrimination.
- B. Further, in fulfilling their duties and responsibilities under this Contract, the parties shall not discriminate against their employees, AmeriCorps members, or AmeriCorps applicants, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- XVI. Insurance**
- A. Under California Labor Code Sections 3351 to 3352(j) inclusive, **PCA CA** shall obtain Workers' Compensation insurance for **SUBCONTRACTOR**'s AmeriCorps members.
- B. **SUBCONTRACTOR** shall obtain and maintain in full force and effect during the performance of the work the types of insurance listed in Section XVI.C below.
1. All insurance shall be provided by insurance companies acceptable to **PCA CA**.

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

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

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

XVII. Ownership of AmeriCorps Training Curricula and Materials

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

XVIII. Audit/Review Requirements

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

XIX. Unforeseen Circumstances

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

XX. Notice

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

XXI. Nonrenewal

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

XXII. Changes and Amendments

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

XXIII. Choice of Law

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

XXIV. Health Insurance Portability and Accountability Act

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

XXV. Prohibited Activities

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

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

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

service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align Section 6 AmeriCorps Member Policies Supervisor Manual 80 with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

- m. Election and Polling Activities: AmeriCorps member may not provide services for election or polling locations or in support of such activities.
 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 are not responsible for supervising the performance, activities, or service experience of other members.
 5. **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.
 6. **SUBCONTRACTOR**'s AmeriCorps members must not participate in gambling during service hours.
 7. **SUBCONTRACTOR**'s AmeriCorps members must not steal/take AmeriCorps or Service Site property, or the property of another.
 8. During service hours or while in uniform, **SUBCONTRACTOR**'s AmeriCorps members must not purchase, consume, or serve alcohol or drugs at any time.
 9. AmeriCorps members may not participate in un-awarded activities, those activities that are not reflected in a position description or the program's performance measures.

10. AmeriCorps members may not primarily perform administrative tasks at the service site. AmeriCorps members primarily perform those activities reflected in their position description or the program's performance measures.
11. AmeriCorps members may not earn service hours from home unless preapproved by California Volunteers, the CAP Center, and the Service Site/Lead Agency.

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.

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Exhibit C
Terms and Conditions

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.

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**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 1700 HR	\$9,200.00	\$59,500.00	\$68,700.00
Grand Total			\$68,700.00

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Exhibit E
Match Contribution

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 By:	Invoice due to PCA CA	Amount Due*
September 2020	August 31st	Net 30	\$ 9,200.00
September 2020	September 31st	Net 30	\$ 2,479.13
October 2020	October 30th	Net 30	\$ 4,958.34
November 2020	November 15th	Net 30	\$ 4,958.34
December 2020	December 15th	Net 30	\$ 4,958.34
January 2021	January 15th	Net 30	\$ 4,958.34
February 2021	February 15th	Net 30	\$ 4,958.34
March 2021	March 15th	Net 30	\$ 4,958.34
April 2021	April 15th	Net 30	\$ 4,958.34
May 2021	May 15th	Net 30	\$ 4,958.34
June 2021	June 15th	Net 30	\$ 4,958.34
July 2021	July 15th	Net 30	\$ 4,958.34
August 2021	August 15th	Net 30	\$ 4,958.34
September 2021	September 15th	Net 30	\$ 2,479.13
Total:			\$68,700.00

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

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- or more of **SUBCONTRACTOR**'s AmeriCorps members. If all invoices have already been paid by **SUBCONTRACTOR**, **PCA CA** will make an adjustment at the end of the program year.
- c. **SUBCONTRACTOR** should make every effort to refill a vacated AmeriCorps member position by enrolling a new AmeriCorps member.
 - d. If one or more of **SUBCONTRACTOR**'s AmeriCorps members has completed less than 30% of their contracted hours, and has resigned, abandoned, or been released from their term of service, **SUBCONTRACTOR** may refill the member position. **SUBCONTRACTOR** will pay the Program Operating Cost and all applicable Direct Member Cost for the time that the new AmeriCorps member serves in the refilled member position. Adjustments will be made on the next scheduled program year-monthly invoice.
2. Member position augmentations or refill member positions that involve full-time AmeriCorps members may require additional cash match and an amendment to this Contract.
- F. AmeriCorps Healthcare.
1. This Contract is written to include the full cost of healthcare coverage for all of **SUBCONTRACTOR**'s full-time capacity AmeriCorps members (full time capacity is defined as serving 35 hours or more a week and involve performing service on a normal full time schedule for a period of six (6) weeks or more). However, **SUBCONTRACTOR** will be invoiced separately on a program year-Monthly basis for each of **SUBCONTRACTOR**'s eligible full-time capacity AmeriCorps members who are eligible for, and elect healthcare coverage through **PCA CA**'s AmeriCorps healthcare plan, The Corps Network.
 2. Any of **SUBCONTRACTOR**'s full-time capacity AmeriCorps members who do not have Affordable Care Act-compliant coverage at commencement of service must be enrolled in The Corps Network plan, per the requirements of the plan.
 3. Should one or more of **SUBCONTRACTOR**'s initially ineligible AmeriCorps members later become eligible to enroll in The Corps Network plan, they will be added to the monthly billing.
 4. If one or more of **SUBCONTRACTOR**'s AmeriCorps members who enrolled in healthcare coverage should extend their term of service, **SUBCONTRACTOR** agrees to pay an additional \$347 per member, per month of coverage. Changes of this nature may require additional cash match and an amendment to this Contract.

IV. Special Circumstances

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

V. Increase in Costs

- A. The maximum amount of this Contract may increase if:

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Prevent Child Abuse California
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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.

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EXHIBIT E
PROGRAM SCOPE OF SERVICES**I. Monitoring and Oversight**

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

II. Recruitment and Eligibility of AmeriCorps Members

- A. **SUBCONTRACTOR** (or its Contractor) is required to recruit the number of contracted AmeriCorps members listed in items 7 and 8, as applicable, of the AmeriCorps Contract for enrollment in the program, and retain them for the duration of their contracted service commitment.
- B. **SUBCONTRACTOR** (or its Contractor) shall create a "service listing" in eGrants, CNCS' online recruiting system.
- C. **SUBCONTRACTOR** (or its Contractor) agrees to actively seek potential AmeriCorps members from the community in which the program will be conducted. Further, **SUBCONTRACTOR** (or its Contractor) agrees to actively seek to include AmeriCorps members of different:
1. Races and ethnicities;
 2. Socioeconomic backgrounds;
 3. Educational levels; and
 4. Genders.
- D. Pursuant to 45 CFR XXV §2522.200, and requirements of CV and PCA CA, **SUBCONTRACTOR** must determine whether applicants for AmeriCorps positions are eligible to serve in the PCA CA AmeriCorps program. Details and documentation requirements can be found in the Supervisor Program Manual, Section 3, Recruitment and Beginning Service, incorporated into this contract by reference as Exhibit G.
- E. **SUBCONTRACTOR** (or its Contractor) must provide reasonable accommodation, including auxiliary aids and services (as defined in section 3(1) of the American Disabilities Act of 1990 (42 U.S.C. 12102(1)) based on the individualized need of an AmeriCorps member who is a qualified individual with a disability (as defined in section 101(8) of such Act (42 U.S.C. 12111(8))).
- F. **SUBCONTRACTOR** (or its Contractor) shall inquire and notify PCA CA if an AmeriCorps applicant is concurrently enrolled in another AmeriCorps program.
- G. **SUBCONTRACTOR** (or its Contractor) shall inquire and notify PCA CA if an AmeriCorps applicant has previously served in another AmeriCorps program.
- H. Notification of AmeriCorps Applicant Selection:
1. **SUBCONTRACTOR** (or its Contractor) shall notify PCA CA regarding selection of AmeriCorps applicants by obtaining and submitting the following eligibility verification documents for review and approval to PCA CA by fax or email:
 - a. A copy of the document used to verify whether each of **SUBCONTRACTOR**'s AmeriCorps applicants are a U.S. citizen, national, or lawful permanent resident;
 - b. A copy of a government-issued photo ID for each AmeriCorps applicant to be used by PCA CA to conduct a National Service Criminal History Check;
 - c. A completed Enrollment Notification Form for each AmeriCorps applicant, obtainable at www.capamericorps.weebly.com,
 - d. A signed Criminal History Certification Form bearing the AmeriCorps applicant's authorization to conduct a National Service Criminal History Check; and
 - e. A copy of the AmeriCorps applicant's completed AmeriCorps Application and two (2) references, submitted either online or via hard copy.

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Match Contribution

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 15% 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. As of January 1, 2020, all applicants applying to a Child Abuse Prevention (CAP) Center AmeriCorps Program will be required to complete **an additional** National Service Criminal History Check through Truescreen and Fieldprint. This is a requirement set forth by the Corporation for National and Community Service (CNCS).
 - C. An applicant who refuses to undergo the National Service Criminal History Check is deemed unsuitable for the AmeriCorps program.
 - D. An applicant convicted of murder, as defined in Section 1111 of Title 18, United States Code, is deemed unsuitable for the AmeriCorps program.
 - E. 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.
 - F. An applicant who is registered, or required to be registered on a state sex offender registry is deemed unsuitable for the AmeriCorps program.
 - G. 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.

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- H. 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.
- I. 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.
- J. 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).
- K. 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.
- L. 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

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- 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 2020/2021 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

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- 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.

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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 and the California for All Education Award (if applicable);
 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.
 5. AmeriCorps members should generally be providing service directly to the people and in the communities where they serve rather than performing

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- service remotely. Therefore, teleservice should be limited to certain situations.
6. The CAP Center AmeriCorps program may determine that teleservice is appropriate based on the situation (e.g., COVID-19 public health emergency) and type of service being delivered (e.g. tutoring, mentoring, and/or providing home visitation via telephonic or video conferencing.) Teleservice is appropriate only when pre-approved by California Volunteers, CAP Center and Service Site/Lead Agency.
- 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.

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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 2020/2021 program year is:

1,700-hour Segal AmeriCorps Education Award	\$6,195.00
900-hour Segal AmeriCorps Education Award	\$3,097.50

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.

C. 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:

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Action	Pay Period	Cut-off Date	Enrollment BEFORE Cut-off Date	Enrollment ON or AFTER Cut-off Date
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.

D. **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

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- 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).
- E. 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 (full time capacity is defined as serving 35 hours or more a week and involve performing service on a normal full time schedule for a period of six (6) weeks or more) 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.

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- 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. AmeriCorps: What's Next?
 - 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.

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- 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 and California for All Education Award (if applicable);
 - 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 and California for All Education Award (if applicable).
 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

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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, 2020.
 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 2020.
 6. National Youth Service Day.
 7. CA State Day of Service

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.

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- 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.

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ATTACHMENT E-1
2020/2021 PERFORMANCE MEASURES

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

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

PRIMARY PERFORMANCE MEASURE TARGETS		
OUTPUT TARGETS	PROGRAM OUTPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
OUTCOME - Raising a Reader Parent Survey to collect data on the number of parents that demonstrate improvement in family literacy behaviors including sharing books with their children more frequently, visiting the library, establishing a family routine for reading books to their child 60 minutes/per week for 8 weeks. Members submit data in the online database monthly, Project manager monitors quarterly. Completed by AmeriCorps members at the onset of service delivery, and at the end of the service delivery.		
# Economically disadvantaged children or children with exceptional needs that will start in a CNCS-supported early childhood education program.	2,000	97
# Economically disadvantaged children or children with exceptional needs that will complete participation in a CNCS-supported early childhood education program.	1,750	85
# Parents of economically disadvantaged children that will begin 5 hours of family literacy training on book sharing with their child.	800	0
# Parents of economically disadvantaged children that will complete 5 hours of family literacy training on book sharing with their child.	480	0
OUTCOME TARGETS		
Of the 2250 high need children receiving at least 35 hours of social emotional, literacy, and numeracy skills, 1855 will meet age appropriate school readiness milestones in one or more areas they had not initially met.	1,500	80
# Children will demonstrate gains in school readiness in terms of social and/or emotional development.	1,000	50
# Children will demonstrate gains in school readiness in terms of literacy skills.	1,000	50
# Children will demonstrate gains in school readiness in terms of numeracy (math) skills.	800	44
Of 480 parents of economically disadvantaged children who complete 5 hours of family literacy training on book sharing with their child, 336 will demonstrate improved family literacy behaviors.	336	0

PERFORMANCE MEASURE TITLE: VOLUNTEER RECRUITMENT		
NEED		
Required		
EXPECTED RESULTS		
Engage Community Volunteers in Service		
MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS		
Target population is all community members with a particular focus on Parents of the beneficiary children.		
Members will recruit volunteers to serve in both ongoing and one-time community project opportunities. Parents of the program beneficiaries make up a significant part of the volunteer pool that members engage. Parents are encouraged by the member during instructional sessions to contribute to School Readiness activities, including education-focused fairs, family game/movie nights, providing classroom support, and helping increase Service Site capacity. Additionally, members conduct community outreach in order to identify and recruit volunteers from outside of the program. Outreach includes dissemination of recruitment materials (i.e. flyers or electronic postings) to community organizations, delivering presentations to local high school and college classrooms, and working with established volunteer centers to recruit volunteers. Volunteer activities will include: community, cultural, health, and education-focused events and fairs; family bonding nights (such as games or movies); Community Service Projects/National Service Days, and support with school readiness activities.		
MEASUREMENT TOOLS		
Volunteer Log to collect data on # of volunteers recruited for <u>ongoing</u> activities.		
Volunteer Log to collect data on # of volunteers recruited for <u>one-time</u> activities.		
Volunteer Log to collect data on # of volunteer hours for <u>ongoing</u> activities.		
Volunteer Log to collect data on # of volunteer hours for <u>one-time</u> activities.		
PERFORMANCE MEASURE TARGETS		
OUTPUT TARGETS	PROGRAM OUTPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Volunteers recruited for ongoing activities.	96	6
# Volunteers recruited for one-time activities.	380	18
# Volunteer hours for ongoing activities.	384	18
# Volunteer hours for one-time activities.	760	34

PERFORMANCE MEASURE TITLE: MEMBER DEVELOPMENT		
NEED	Members deserve to be appropriately trained to perform the services assigned, to increase both professional skills and community development skills, and to enhance their esprit de corps experience.	
EXPECTED RESULT	Output (the amount of service provided, people served, products created, or programs developed through planned intervention): Members receive the training to provide quality service to the community and to the children that they serve.	
Outcome (the changes or benefits that occur as a result of the intervention):	Members increase knowledge & skills, gain insight into the community, and experience the power of national service.	
MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS	PCA CA and Service Site Orientation 80 or more hours; Connection to National Service, Member Contract review and Prohibited Activities Training; Community Engagement; Child Development; Assessment Training; Mandated Child Abuse Reporting; Site-specific Technical Training.	
MEASUREMENT TOOLS	Ongoing Hours, including site specific (related to member position) trainings: supervision/coaching; & PCA CA webinars. National Service Days: Make a Difference Day, Martin Luther King, Jr. Day, Cesar Chavez Day, and AmeriCorps Week. Other trainings delivered throughout the year include: Social-Emotional and Cognitive Development; Family Literacy Fundamentals; GOLD Curriculum & Activity Development Training; Leadership; Active Citizens; Life after AmeriCorps; Cultural Awareness; Conflict Resolution.	
MEASUREMENT TOOLS	Training Log and electronic timesheets to collect data on # of members and # of training hours. Member Performance Evaluation to collect data on member skill increases. Administered by Member Supervisor 3x per year	
PERFORMANCE MEASURE TARGETS		
OUTPUT TARGETS	PROGRAM OUTPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Members that will complete Core Training.	96	4
OUTCOME TARGETS	PROGRAM OUTCOME TARGETS	SUBCONTRACTOR-SPECIFIC OUTCOME TARGETS
# Members that will increase knowledge and skills by 10%.	70%	3 members

EXHIBIT E-2
2020/2021 LIVING ALLOWANCE SCHEDULE

Pay Period:	Member must submit timesheet no later than*:	Service Site Supervisor must approve timesheet no later than:	Pay Date:
8/1/20 – 8/15/20	8/17/20	8/18/20	8/25/20
8/16/20 – 8/31/20	9/1/20	9/2/20	9/10/20
9/1/20 – 9/15/20	9/16/20	9/17/20	9/25/20
9/16/20 – 9/30/20	10/1/20	10/2/20	10/9/20
10/1/20 – 10/15/20	10/16/20	10/16/20	10/23/20
10/16/20 – 10/31/20	11/2/20	11/3/20	11/10/20
11/1/20 – 11/15/20	11/16/20	11/17/20	11/25/20
11/16/20 – 11/30/20	12/1/20	12/2/20	12/10/20
12/1/20 – 12/15/20	12/16/20	12/16/20	12/23/20
12/16/20 – 12/31/20	1/4/21	1/4/21	1/8/21
1/1/21 – 1/15/21	1/19/21	1/19/21	1/25/21
1/16/21 – 1/31/21	2/1/21	2/2/21	2/10/21
2/1/21 – 2/15/21	2/16/21	2/17/21	2/25/21
2/16/21 – 2/28/21	3/1/21	3/2/21	3/10/21
3/1/21 – 3/15/21	3/16/21	3/17/21	3/25/21
3/16/21 – 3/31/21	4/1/21	4/1/21	4/9/21
4/1/21 – 4/15/21	4/16/21	4/16/21	4/23/21
4/16/21 – 4/30/21	5/3/21	5/3/21	5/10/21
5/1/21 – 5/15/21	5/17/21	5/18/21	5/25/21
5/16/21 – 5/31/21	6/1/21	6/2/21	6/10/21
6/1/21 – 6/15/21	6/16/21	6/17/21	6/25/21
6/16/21 – 6/30/21	7/1/21	7/1/21	7/9/21
7/1/21 – 7/15/21	7/16/21	7/16/21	7/23/21
7/16/21 – 7/31/21	8/2/21	8/3/21	8/10/21
8/1/21 – 8/15/21	8/16/21	8/17/21	8/25/21
8/16/21 – 8/31/21	9/1/21	9/2/21	9/10/21
9/1/21 – 9/15/21	9/16/21	9/17/21	9/24/21
9/16/21 – 9/30/21	10/1/21	10/1/21	10/8/21

*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.

Supervisors will need to approve timesheets within one (1) day after the end of the pay period for bolded timeframes above.

Signature Certificate

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Author: Kristine Dobson Creation Date: 18 Aug 2020, 11:18:22, PDT Completion Date: 18 Aug 2020, 13:17:24, PDT

Document Details:



Name: PCAC CONTRACT FY20-21
Type:
Document Ref: b1ffef25bbf5ca3b4c75ea623c5252882859d66364476de3f2e444a522215f46
Document Total Pages: 39

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Location: CARMICHAEL, CA (US)
Date: 18 Aug 2020, 13:17:23, PDT
Consent: eSignature Consent Accepted
Security Level: Email

Stephanie Biegler

Document History:

Folder Created: Kristine Dobson created this folder on 18 Aug 2020, 11:18:22, PDT
Invitation Sent: Invitation sent to Sheila Boxley on 18 Aug 2020, 11:20:15, PDT
Invitation Sent: Invitation sent to Stephanie Biegler on 18 Aug 2020, 11:20:15, PDT
Invitation Accepted: Invitation accepted by Sheila Boxley on 18 Aug 2020, 11:47:14, PDT
Signed By: Sheila Boxley: Sheila Boxley signed this folder on 18 Aug 2020, 11:48:03, PDT
Invitation Accepted: Invitation accepted by Stephanie Biegler on 18 Aug 2020, 13:10:11, PDT
Signed By: Stephanie Biegler: Stephanie Biegler signed this folder on 18 Aug 2020, 13:17:23, PDT
Executed: Document(s) successfully executed on 18 Aug 2020, 13:17:24, PDT





**AGENDA ITEM 4
October 28, 2020**

Subject	Annual Audit for Fiscal Year 2019-2020.
Recommendations	Conduct Public Hearing for the Children and Families Commission for San Bernardino County Annual Audit for Fiscal Year 2019-2020. (Presenter: Debora Dickerson-Sims, Chief Financial Officer, 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>Eide Bailly LLP conducted an audit of the First 5 San Bernardino Commission encapsulating all fiscal activity of the Commission for Fiscal Year 2019-2020 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	Kristina Robb, Commission Counsel

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



AGENDA ITEM 5
October 28, 2020

Subject	Annual Report for Fiscal Year 2019-2020
Recommendations	Conduct Public Hearing of the Children and Families Commission for San Bernardino County's Annual Report for Fiscal Year 2019-2020. (Presenter: William Kariuki, Section Manager, Evaluation and Impact, 252-4260)
Financial Impact	None
Background Information	<p>The California Children and Families Act of 1998 ("Act") was passed as Proposition 10 by California voters in November 1998 and enacted by the State Legislature through California Health and Safety Code Sections 130100-130155 and Revenue and Taxation Code Section 30131.</p> <p>Section 130150 of the Act requires every County Commission, on or before October 31st of each year, to issue a written report on the implementation and performance of, their respective functions during the preceding fiscal year. Section 130140 (a) (1) (G) additionally requires the County Commission to "conduct at least one public hearing prior to adopting any . . . report".</p> <p>The 2019-2020 Annual Report has been compiled and includes the number of children and families served, priorities, activities, program highlights, and overall accomplishments. The report also includes program and fiscal information and analysis of services delivered based on the State's Results Areas – Improved Family Functioning, Improved Child Development, Improved Child Health, and Improved Systems of Care.</p>
Review	Kristina Robb, Commission Counsel

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



AGENDA ITEM 6
October 28, 2020

Subject	Reclassify Contract Media Specialist II position to Contract Communications Officer
Recommendation	Approve reclassification of Contract Media Specialist II position (salary \$55,702.40-\$76,502.40) to Contract Communications Officer position (salary \$63,918.40-\$87,942.40). (Presenter: Scott McGrath, Deputy Director, Systems and Impact, 252-4259)
Financial Impact	\$63,918 - \$87,942 (difference of \$8,216-\$11,440); no impact to approved Fiscal Year 2020/2021 budget due to salary savings.
Background Information	<p>Upon inception, First 5 San Bernardino’s communications position was classified as a Community Resource Specialist. This employee was responsible for attending community engagement events such as collaborative meetings, promotional events, resource events and planning groups. In addition to a presence in the community, this employee was responsible for media and marketing such as advertising purchases (newspaper, billboards and other “hard” media), graphic design, public information literature, maintenance of the First 5 San Bernardino website and other communications duties.</p> <p>In February of 2011, this position was upgraded to Media Specialist II to align with County job titles and compensation. At that time, the duties became more technical in nature as technology around media began to change and media duties were more clearly delineated. The duties for community engagement and event activities were transferred to the Office Specialist position which was created in November of 2010. Through a department reorganization, this specialized position was upgraded to a Marketing Aide with an internal working title of Community Engagement Specialist.</p> <p>Since this time, the responsibilities of the Media Specialist II have become more specialized due to the advancing technologies involved in media and communications. Tools such as social media, GIS mapping, Storyboarding and “live-streaming” are relatively new and require specialized skill sets and experience. Working with our Human Resources Department, recruitment for the vacant Media Specialist II position has been ongoing for nearly a year and no qualified candidate would accept the duties of the position within the current salary range. In addition, the focus of media has become less on “What First 5 San Bernardino does” in regard to programs we fund, but rather on sharing population specific information and resources, advocacy, and promoting our mission, message, and brand to the community and other jurisdictions.</p> <p>First 5 San Bernardino Executive Team submitted a request for a reclassification study by Human Resources, who reviewed and concurred that the scope of duties/responsibilities are indeed more aligned with a Communications Officer than the Media Specialist. The Executive Team has determined that the needs of the Commission would best be fulfilled by reclassifying the Media Specialist II position to a Communications Officer. In addition to the aforementioned duties, this employee would have the responsibility of developing an annual, comprehensive First 5 San Bernardino Communications Plan, serving as a liaison between media representatives and other county departments, including the Human Services</p>

Public Information Officer, as well as the First 5 Association, First 5 California and the Southern Region Commissions. The position duties will also include public information management such as responses to online inquiries, media, and inter-agency inquiries, preparation of public service announcements for public dissemination, and press releases, story leads and op-eds on behalf of the Commission.

Serving as the team lead and in close coordination with the Community Engagement Specialist (Marketing Aide), the Communications Officer will be responsible for all Commission communications under the direction and supervision of the Deputy Director, Systems and Impact.

Pending Commission approval, this reclassification moves the salary range from Range 53 (\$55,702.40-\$76,502.40) to Range 57C (\$63,918.40-\$87,942.40), a difference of \$8,216-\$11,440, in line with the County's Communications Officer classification. There is no impact to the Commission's approved Fiscal Year 2020/2021 budget due to salary savings accrued from this budgeted vacant position.

Review

Kristina Robb, Commission Counsel

Report on Action as taken
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Opposed:
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Witnessed:



AGENDA ITEM 7
October 28, 2020

Subject	Contract IC045 with Harder+Company to serve as Home Visiting Coordination Consultant.
Recommendation	Approve Contract IC045 with Harder+Company Community Research as the Home Visiting Coordination Consultant to assist First 5 with the development of a Home Visiting Strategic Plan and a Countywide Systems framework for \$181,821 for Fiscal Years 2020-2022. (Presenter: Tania Offerrall, Staff Analyst II, 252-4262)
Financial Impact	\$181,821 for Fiscal Years 2020-2022.
Background Information	<p>As previously shared with the Commission in May 2020, First 5 California (F5CA) released the Home Visiting Coordination Grant (HVCG) RFA. That grant reflected F5CA's vision to support counties in creating a sustainable, unified system that supports families with the home visiting services they need and to maximize available funding to serve more families. The purpose of this funding is to promote increased coordination and collaboration, and is expected to yield significant systems changes including the backbone support needed to engage agencies in systems building collaboration.</p> <p>First 5 San Bernardino (F5SB) applied to the HVCG RFA on June 30, 2020, was approved on September 21, 2020, and entered into a Local Area Agreement (LAA) with F5CA for Stage 1 funding for \$200,000 spanning Fiscal Years 2020-2021 through 2021-2022. As approved by the Commission on August 5, 2020, the operating budget for the Home Visiting Coordination (HVC) project includes a local match by F5SB for \$100,000 per year. F5SB's project proposal identified ourselves as the Fiscal Lead.</p> <p>Within the HVCG RFA, the State required proposers to identify an evidence-based curriculum that our county is currently implementing. Based on program evaluations and the ability to meet strategic goals, F5SB sought to use the Healthy Families America (HFA) curriculum to support home visiting. El Sol Neighborhood Education Center (El Sol) has completed a laborious accreditation process and implementation of multiple research and evidence-based home visiting models and are the only organization accredited by HFA in our County. As approved by the Commission on August 5, 2020, F5SB recommended that El Sol, as a selected procurement, and based on their extensive experience with home visiting services, serve as the HVC Project Lead effective August 6, 2020 through June 30, 2022.</p> <p>Over the course of the two years of HVCG funding, the goals and objectives of this grant are:</p> <ol style="list-style-type: none">1. Increased cross-agency understanding of local population needs and readiness to collaborate on local home visiting services2. Efficient, coordinated, and sustainable local home visiting that serves more families more effectively

-
3. Interconnected local early childhood systems with home visiting embedded as a vital component leading to strong family outcomes
 4. Networks of cross-county coordination and collaboration that promote shared learning, capacity-building, and resource sharing

In order to meet these expectations, F5SB recommended the use of a firm or individual consultant and released an RFQ for such on August 6, 2020. Harder+Co represents the only response. The Commission has a long and successful history with Harder+Co in many projects including the development of strategic plans and conducting countywide asset mapping. This experienced consultant would be responsible for the development of the framework that will support, analyze and guide the HVC Project Lead to assist and coordinate the Commission's efforts pertaining to the following objectives associated with a Home Visiting System (HVS):

Objective 1: Assist in conducting San Bernardino County's environmental scan of communities with concentrations of risk and systems in those communities that support family and child well-being. The environmental scan includes data about families, existing and potential collaborators, partners, and community assets relevant for children and families.

Objective 2: Facilitate the development of the HVS Strategic Plan with a framework that will guide implementation of core components and strategies within the system.

Objective 3: Ensure appropriate partner engagement, communication and documentation to successfully implement core components of the Strategic Plan.

Objective 4: Develop and solidify a Home Visiting System – San Bernardino (HVS-SB) leadership team and workgroup membership.

While every family with a young child may benefit from community and social support to help adjust to developmental stages and promote their child's healthy development, for those with fewest assets, home visiting is a critical service to help families access supports and resources to help their child thrive. The Commission is committed to creating a sustainable, unified system that supports families with the home visiting services they need and maximize available funding to serve more families.

Pending Commission approval, the proposed consultant, Harder+Co, will support Project Lead El Sol in their HVC role, as well as the development of an HVS strategic plan and a countywide systems framework.

Review

Kristina Robb, Commission Counsel

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

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

<i>FOR COMMISSION USE ONLY</i>				
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code HARDERT271	SC	Dept. 903	A
Organization Children and Families Commission				Contract Number IC045
Commission Representative Cindy Faulkner, Assistant Director				Telephone 909-386-7706
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				Contractor's License No. Total Contract Amount \$181,821
If not encumbered or revenue contract type, provide reason:				
Commodity Code 95200	Contract Start Date October 29, 2020	Contract End Date June 30, 2022	Original Amount	Amendment Amount
Cost Center 9033009900		GL Account 53003357	Internal Order No.	Amount \$116,975
Cost Center		GL Account	Internal Order No.	
Cost Center		GL Account	Internal Order No.	Amount
Abbreviated Use External HVS Consultant	FY	Estimated Payment Amount	I/D	Total by Fiscal Year FY Amount I/D
	20-21	\$116,975		
	21-22	\$64,846		

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)

Harder+Company Community Research

Department/Division

Address

3965 5th Ave., Suite 420

San Diego, CA 92103

Phone

(619) 398-1980

Federal ID No.

94-3042271

Program Address (if different from legal address):

811 W. 7th Street

Los Angeles, CA 90017

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

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

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

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

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- PROJECT Scope of WorkAttachment A**
- PROGRAM BUDGETAttachment B**

I. DEFINITIONS

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

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

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

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

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

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor shall perform the specific tasks for implementing the program level evaluation as described in Attachment A- Scope of Work for evaluation consultation services. Pursuant to Section VIII, Paragraphs C & D of this contract, Attachment A will be amended for any period beyond Fiscal Year 2020-2022 to list the specific deliverables for the respective year.

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

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

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

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

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

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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

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

B. Contractor Capacity

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

C. Contract Assignability

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

D. Conflict of Interest

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

E. Former Commission Administrative Officials

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

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

F. Subcontracting

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

G. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding

requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

The Commission shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

H. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five (5) days of the address change. Change of address shall not interrupt service deliverables outlined in Attachment A.

I. Staffing and Notification

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

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

J. Contractor Primary Contact

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

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

K. Responsiveness

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

L. Grievance Policy

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

M. Governing Board

The "Governing Board" of the Contractor is understood to be the County of San Bernardino Board of Supervisors (Board). The Commission has access to all public records of the Board meetings and these shall serve to provide any and all required information.

N. Confidentiality

- Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the Commission's Policy 18-01 Non-public Personally Identifiable Information specified at <http://first5sanbernardino.org/CommissionPolicies.aspx> prior to providing any Services. Contractor shall immediately notify the Commission of any suspected or actual breach of confidential

information as further detailed in the requirements. These requirements specified at <http://first5sanbernardino.org/CommissionPolicies.aspx> are hereby incorporated by this reference.

- Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- Contractor shall comply with all applicable provisions of the [Health Insurance Portability and Accountability Act of 1996](#) (HIPAA), as applicable.

O. Child Abuse Reporting

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

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

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P. Department of Justice Clearance

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

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

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Q. Conditions of Employment

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

R. Meeting Attendance

Contractor will be required to attend meetings, workshops and training sessions around issues related to Contractor's particular region or directly related to the type of services being provided by

Contractor as determined by the Commission. Notifications of such meetings will be provided to Contractor at least ten (10) business days prior to the meeting.

S. Indemnification and Insurance Requirements

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

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

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

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

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

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

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

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

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

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

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a

combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

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

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

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

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

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

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

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

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

- g. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

T. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations and agrees to pay all fees and other charges required thereby. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.to comply with the provisions of this section may result in immediate termination of this Contract.

U. Health and Safety

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

V. Contract Compliance/Equal Employment Opportunity

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

W. Attorney's Fees and Costs

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

X. Ownership Rights

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

Y. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Media Guidelines http://first5sanbernardino.org/Portals/39/pdf/media_guidelines.pdf .

Z. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this Contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of

CC. Debarment, Suspension, and Other Responsibility Matters

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

- a. The Contractor certifies that it and any potential subcontractors:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at [45 C.F.R. section 76.200](#)) by any federal department or agency;
 - 2) Have not within a three (3)-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
 - 4) Have not within a three (3)-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
- b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

DD. Conflict Resolution

The Commission and the County 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 through the appropriate chain of command, as deemed necessary.

EE. Environmental Requirements

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

IV. COMMISSION RESPONSIBILITIES

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

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$181,821 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 2020-21 \$116,975 October 29, 2020 through June 30, 2021

Fiscal Year 2021-21 \$ 64,846 July 1, 2021 through June 30, 2022

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B. Payment Provisions

The Commission will disburse funds on a reimbursement payment process based on the Contract budget amount for the applicable fiscal year and monthly report submissions.

If requested in writing, a one-time advance of funds in an amount not to exceed 15% of the annual contract amount may be issued the first month of the contract only. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the total advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner or when the Contractor is not in compliance with the Contract. Final payment under this Contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

C. EFT Payments

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

D. Allowable Costs

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

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

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

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

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

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

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E. Supplanting of Funds

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

F. Payment of Taxes

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

G. Budget Line Item Changes

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

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

The Contractor must submit any Budget Revision Requests to the Commission no later than **February 28th** of the fiscal year. Budget Revision Requests may be submitted in hard copy form with original signatures or electronically in a PDF format. Postmarked envelopes received after **February 28th** will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Variances to the individual line items of Section A: Salaries and Benefits may be allowed if deemed reasonable and does not increase the total budgeted amount of Section A: Salaries and Benefits.

Annual variances of up to 10% of individual line items within Section B: Services and Supplies are allowable provided that the variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Annual variances in excess of 10% of line item cannot be made by the Contractor without prior approval of a Budget Revision Request by the Commission in accordance with Section V, Paragraph G of this Contract.

I. Procurement

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

J. Fixed Assets

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

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

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

K. Payor of Last Resort

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

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

L. Fiscal Record Keeping

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

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VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

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

B. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the Commission, and State representatives for a period of five (5) years after final payment under the Contract or until all pending Commission and State audits are completed, whichever is later. Records, should include, but are not limited to participant files, monthly summary sheets, sign-in sheets, and other primary source documents. Contractor will have available for Commission review, all relevant financial records for the fiscal year being audited including documentation to verify shared costs or costs allocated to various funding sources as well as the basis for which the shared cost was allocated.

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

C. Assistance by Contractor

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

D. Independent Audit Provisions

On an annual basis, Contractor is required to hire an independent licensed Certified Public Accountant (CPA), who shall prepare and file with the Commission, an Independent Auditor's Report for the term of the Contract.

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E. Recovery of Investigation and Audit Costs

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:

- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
- Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
- Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;
- Withhold funds pending duration of the breach; and/or
- Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
- Provide a 30-day notice to terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

B. The Executive Director of the Commission, shall give Contractor notice of any action pursuant to this section, which notice shall be effective when given.

C. The Executive Director of the Commission is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

D. The Director of the Contractor is authorized to exercise Contractor's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

VIII. TERM

A. This Contract is effective commencing October 29, 2020 and expires June 30, 2022, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.

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- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director of the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for two (2) additional one (1)-year periods by mutual agreement of the parties.
- D. Continuation of this Contract for each fiscal year after June 30, 2022 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

A. Notices

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

Contractor: **Harder+Company Community Research**
3965 5th Avenue, Suite 420
San Diego, CA 92103

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

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- D. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and Commission.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

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- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
- G. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

X. NONDISCRIMINATION

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

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

2. Civil Rights Compliance

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion,

marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.

D. Sexual Harassment

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

XI. IMPROPER CONSIDERATION

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

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

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

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

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

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

continued on next page

XI. CONCLUSION

- A. This Contract, consisting of 21 pages and Attachments A and B inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A, and B are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

HARDER+COMPANY COMMUNITY
RESEARCH

Legal Entity

▶ _____
Authorized Signature

CaSonya Thomas
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Allison Wolpoff
Printed Name

Partner
Title

Dated

Official Stamp

Reviewed for Processing

▶ _____
Cindy Faulkner
Assistant Director

Date

Approved as to Legal Form

▶ _____
Kristina Robb
Commission Counsel

Date

Presented to Commission for
Signature

▶ _____
Karen E. Scott
Executive Director

Date

Phase 1	Conduct Environmental Scan	October 2020-May 2021
1.1-Monthly meetings with First 5, El Sol and other partners	Review work plan, confirm data of interest, confirm data sources, identify risk factor criteria, review interview and focus group guides, identify participants for interviews and focus groups, review draft deliverables	Meeting Schedule Agenda Notes
1.2-Review background materials	Gather and review relevant existing work such as recent health assessments, reports by county agencies, community based organizations or nonprofit hospitals	Document inventory and summary matrix
1.3-Collect county indicator data	Collect county level data to be used to create tables, charts and maps. Create interactive GIS heat maps	GIS maps, data tables, graphs, infographics and other formats as appropriate
1.4-Collect data on current home visiting programs.	Research and direct outreach to home visiting program leadership and staff. Information will be used to create a visual model for each program	Data table Visual models
1.5-collect qualitative data from providers, advocates and families	Interviews, Focus Groups	Interview and focus group guides Recruitment plans Transcripts
1.6-Summary report	Develop data analysis plan, share draft report with First 5 San Bernardino, El Sol and members of the Home visiting system (HVS) strategic planning group for feedback	Draft and final environmental scan findings
Phase 2	Engage Partners	Ongoing
2.1-Identify partners to inform the development of the HVS strategic plan	Support First 5 and El Sol to develop an advisory committee application, select applications and onboard members	Stakeholder power-mapping exercise notes, criteria and outreach for members, ongoing support of advisory group members as necessary
2.2-Plan and facilitate virtual advisory committee meetings	Plan and facilitate a series (5) of virtual advisory committee meetings to inform development of HVS strategies, framework and implementation plan	Meeting agendas, materials and notes

Phase 3	Facilitate and Complete Development of the HVS Strategic Plan	January 2021-June 2022
3.1-Develop draft Strategic Plan	Draft a HVS Strategic Plan	Draft of HVS Strategic Plan
3.2-Finalize and support dissemination of the HVS Strategic Plan	Up to two rounds of edits to finalize the Strategic Plan with graphic design and professional copy editing	Final HVS Strategic Plan
3.3-Prepare slide deck and present findings	Create slide deck based on the HVS strategic plan and present up to two times. Cross promote the plan through blog posts and Harder + Co. social media platforms	Slide deck Social Media posts
Phase 4	Develop and solidify the HVS-San Bernardino leadership team and workgroups	January 2021-June 2022
4.1-Develop necessary tools and documents to support ongoing learning and reflection	Meeting evaluations, pre-post advisory committee surveys, identification of strengths and challenges, facilitate data sharing and discussion, support contributions by leadership team and work group members to the strategic planning process	Documents to support ongoing learning and reflection
4.2-Develop a collaboration charter to guide the work of the group	Develop collaboration charter with purpose/goal, operations, governance, membership, meetings & committees, resources and funding and evaluation as an optional element	HVS collaboration charter
4.3-Plan and support leadership team and work group meetings.	Plan and support up to 10 additional meetings of the HVS leadership body and/or work groups as needed	Meeting agenda, materials and notes

Harder+Company Community Research Home Visiting System Consultant Budget by Fiscal Year

ATTACHMENT B

2020-2021

Labor Costs	Greene	Mantilla	Huff	Mousseau	Gordon	Hilliard	Hours	Cost
	Project Director	Project Manager	Project Advisor	Environmental Scan Lead	Environmental Scan Analyst	Planning Lead		
Hourly Rate	\$175	\$100	\$150	\$150	\$150	\$150		
Objective 1: Environmental Scan (Oct 2020 - May 2021)								
Schedule and conduct monthly meetings	14	20	6	20	20	0	80	\$ 11,350
Review background materials	6	25	2	12	12	0	57	\$ 7,450
Collect county indicator data	4	15	2	6	3	0	30	\$ 3,850
Collect data on current home visiting programs	8	24	6	16	16	0	70	\$ 9,500
Collect qualitative data	6	75	4	36	24	0	145	\$ 18,150
Create summary report	20	60	4	24	34	0	142	\$ 18,800
Staff Hours for Phase 1	58	219	24	114	109	0	524	
Labor Costs for Phase 1	\$10,150	\$21,900	\$3,600	\$17,100	\$16,350	\$0		\$ 69,100
Objective 2: Engage Partners (Nov 2020 - June 2022)								
Identify partners to inform the development of the HVS strategic plan	18	40	0	0	0	40	98	\$ 13,150
Plan and facilitate virtual advisory committee meeting	16	25	3	13	0	25	82	\$ 11,450
Travel to San Benardino for in-person meetings as needed (anticipated 2021)	10	10	0	0	0	10	30	\$ 4,250
Staff Hours for Objective 2	44	75	3	13	0	75	210	
Labor Costs for Objective 2	\$7,700	\$7,500	\$450	\$1,950	\$0	\$11,250		\$ 28,850
Objective 3: Facilitate and Complete Development of the HVC Strategic Plan (Jan 2021 - June 2022)								
Develop draft strategic plan	0	0	0	0	0	0	0	\$ -
Finalize and support dissemination of HVS strategic plan	0	0	0	0	0	0	0	\$ -
Prepare slide deck and present findings	0	0	0	0	0	0	0	\$ -
Staff Hours for Objective 3	0	0	0	0	0	0	0	
Labor Costs for Objective 3	\$0	\$0	\$0	\$0	\$0	\$0		\$ -
Objective 4: Develop and solidify the HVS-SB leadership team and workgroups (Jan 2021 - June 2022)								
Develop necessary tools and documents to support ongoing learning and reflection	6	12	3	6	0	12	39	\$ 5,400
Develop a collaboration charter to guide the work of the group	8	16	0	10	0	16	50	\$ 6,900
Staff Hours for Objective 4	14	28	3	16	0	28	89	
Labor Costs for Objective 4	\$2,450	\$2,800	\$450	\$2,400	\$0	\$4,200		\$ 12,300
Total Staff Hours	116	322	30	143	109	103	823	
Sub-Total for Labor Costs								\$ 110,250
Other Direct Costs								
Local Travel								\$ 500
Translation Services (surveys, protocols)								\$ 1,000
Focus Group stipends (n=8; with max of 10 participants x \$25 per person)								\$ 2,000
Stipends for advisory committee members								\$ 1,875
Transcription of telephone interviews								\$ 1,350
Sub-Total for Direct Costs								\$ 6,725
Total Costs								
Labor Costs								\$ 110,250
Direct Costs								\$ 6,725
Total Costs								\$ 116,975

2021-2022

Labor Costs	Greene Project Director	Mantilla Project Manager	Huff Project Advisor	Mousseau Environment al Scan Lead	Gordon Environmenta l Scan Analyst	Hilliard Planning Lead	Hours	Cost
Hourly Rate	\$175	\$100	\$150	\$150	\$150	\$150		
Objective 1: Environmental Scan (Oct 2020 - May 2022)								
Schedule and conduct monthly meetings	20	28	2	20	0	20	90	\$ 12,600
Review background materials	0	0	0	0	0	0	0	\$ -
Collect county indicator data	0	0	0	0	0	0	0	\$ -
Collect data on current home visiting programs	0	0	0	0	0	0	0	\$ -
Collect qualitative data	0	0	0	0	0	0	0	\$ -
Create summary report	0	0	0	0	0	0	0	\$ -
Staff Hours for Phase 1	20	28	2	20	0	20	90	
Labor Costs for Phase 1	\$3,500	\$2,800	\$300	\$3,000	\$0	\$3,000		\$ 12,600
Objective 2: Engage Partners (Nov 2020 - June 2022)								
Identify partners to inform the development of the HVS strategic plan	0	0	0	0	0	0	0	\$ -
Plan and facilitate virtual advisory committee meeting	16	30	3	12	0	30	91	\$ 12,550
Travel to San Bernardino for in-person meetings as needed (anticipated 2021)	10	10	0	0	0	10	30	\$ 4,250
Staff Hours for Objective 2	26	40	3	12	0	40	121	
Labor Costs for Objective 2	\$4,550	\$4,000	\$450	\$1,800	\$0	\$6,000		\$ 16,800
Objective 3: Facilitate and Complete Development of the HVC Strategic Plan (Jan 2021 - June 2022)								
Develop draft strategic plan	15	30	4	6	0	35	90	\$ 12,375
Finalize and support dissemination of HVS strategic plan	8	16	2	8	0	16	50	\$ 6,900
Prepare slide deck and present findings	10	16	2	8	0	20	56	\$ 7,850
Staff Hours for Objective 3	33	62	8	22	0	71	196	
Labor Costs for Objective 3	\$5,775	\$6,200	\$1,200	\$3,300	\$0	\$10,650		\$ 27,125
Objective 4: Develop and solidify the HVS-SB leadership team and workgroups (Jan 2021 - June 2022)								
Develop necessary tools and documents to support ongoing learning and reflection	6	12	3	6	0	12	39	\$ 5,400
Develop a collaboration charter to guide the work of the group	0	0	0	0	0	0	0	\$ -
Staff Hours for Objective 4	6	12	3	6	0	12	39	
Labor Costs for Objective 4	\$1,050	\$1,200	\$450	\$900	\$0	\$1,800		\$ 5,400
Total Staff Hours	85	142	16	60	0	143	446	
Sub-Total for Labor Costs								\$ 61,925
Other Direct Costs								
Local Travel								\$ 1,046
Translation Services (surveys, protocols)								\$ -
Focus Group stipends (n=8; with max of 10 participants x \$25 per person)								\$ -
Stipends for advisory committee members								\$ 1,875
Transcription of telephone interviews								\$ -
Sub-Total for Direct Costs								\$ 2,921
Total Costs								
Labor Costs								\$ 61,925
Direct Costs								\$ 2,921
Total Costs								\$ 64,846



Program Outline Document 2020-2022

AGENCY INFORMATION

Contract #: IC045

Legal Entity: Harder+Company Community Research

Dept./Division: _____

Project Name: Home Visiting Systems Consultant

Program Site Address: 811 W. 7th Street
Los Angeles, CA 90017

Client Referral Phone #: 213-891-1113

CONTACT INFORMATION

SIGNING AUTHORITY/ CONTRACT REPRESENTATIVE

Name: Allison Wolpoff **Title:** Partner

Address: 3965 5th Avenue, Suite 420
San Diego, CA 92103 **Direct Phone #:** 619-398-1980

E- Mail: awolpoff@harderco.com **Fax #:** 619-398-1988

CONTRACT REPRESENTATIVE

Name: _____ **Title:** _____

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

E- Mail: _____ **Fax #:** _____

PROGRAM CONTACT

Name: Joelle Greene **Title:** Director

Address: 811 W. 7th Street
Los Angeles, CA 90017 **Direct Phone #:** 213-542-2512

E- Mail: jgreene@harderco.com **Fax #:** NA

FISCAL CONTACT

Name: Winston **Title:** Project Accountant

Address: 299 Kansas Street
San Francisco, CA 94103 **Direct Phone #:** 415-230-6455

E-Mail: whall@harderco.com **Fax #:** 415-522-5445

ADDITIONAL CONTACT (Describe): Choose an item.

Name: _____ **Title:** _____

Address: For Staff Analyst use only.

Direct Phone #: _____

E-Mail _____

Fax #: _____

PROGRAM INFORMATION

TYPE OF AGENCY Private Entity/Institution

Describe: For Profit

PROGRAM DESCRIPTION

REGION

Countywide

Harder + Company Community Research will support Project Lead El Sol Neighborhood Education Center for the development of a HVS strategic plan and a framework specific to San Bernardino County.

STRATEGIC PRIORITY AREA & GOAL

- Child Health
- Quality Early Learning
- Family Support

INVESTMENT AREA

- Direct Services
- Systems Level Efforts
Choose an item.
- Supportive Strategies
Choose an item.

ASSIGNED ANALYST: Tania Offerrall

ASSIGNED ACCOUNTANT: Willmar Gultom

PROCUREMENT TYPE:

- Competitive
- Non-Competitive
Choose an item.

CONTRACT AMOUNT

Fiscal Year	Original Amount	Amendment Amount	Total
2020-2021	\$ 116,975	\$	\$
2021-2022	\$ 64,846	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total	\$ 181,821		



AGENDA ITEM 8
October 28, 2020

Subject	EVALCORP Presentation
Recommendation	Receive information on EVALCORP serving as First 5 San Bernardino’s evaluation and professional services consultant and their current progress pertaining to their scope of work. (Presenter: William Kariuki, Staff Analyst II, 252-4260)
Financial Impact	None.
Background Information	<p>On July 1, 2020, the Commission approved a contract with EVALCORP to assist First 5 San Bernardino (F5SB) with demonstrating measurable outcomes of programs, services, and projects for Fiscal Years 2020-2023.</p> <p>EVALCORP’s expertise lies in assessing where an agency or county system currently is in terms of their goals, objectives, and where they intend to go and achieve. Then working within and across such systems to ensure that not only the countywide goals/objectives are met, but also that the unique community- or regional-level needs are addressed.</p> <p>EVALCORP’s scope of work is divided into the following six objectives:</p> <ul style="list-style-type: none">• Initial Information Gathering and On-Going Communication Strategies- A series of meetings to establish a productive and collaborative relationship with Commission staff.• Data Collection, Analysis, and Synthesis- Data collection, analysis, and synthesis from multiple sources to support decision making around the Commission’s Strategic Priority Area investments.• Technical Support, Trainings, and Capacity Building- Training and capacity building needs of F5SB Staff and/or its funded agencies.• Planning, Meeting Facilitation, Commission Presentations – Technical support including, but not limited to, planning, meeting facilitation, and presentations at Commission Meetings and other venues.• Reporting and Data Use- Develop a series of reports, such as F5SB’s Local Outcomes Brief, which are targeted to multiple F5SB Stakeholders. <p>The scope of work also includes presenting special studies/projects to identify and execute one special project each fiscal year in collaboration with Commission and Staff. The special study/project includes data collection, analysis and synthesis; development of data-driven recommendations; preparation of reports; and dissemination of study/project findings and recommendations.</p>
Review	Kristina Robb, Commission Counsel

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

EVALCORP

Evaluation &
Professional Services
Contract Introduction

First 5 San Bernardino Commissioners
October 28, 2020

EVALCORP Overview

Experience working with First 5 Commissions since 2003

- First 5 Butte, First 5 LA, First 5 Sacramento, First 5 Ventura, First 5 California

Breadth of evaluation experience

- Breadth of evaluation methodologies and types (quantitative and qualitative, trend analysis, large & complex system-level initiatives, data collection and analysis, multi-site assessment)
- Evaluation framework development
- Evaluation capacity building
- Strategic planning
- System mapping
- Community level needs assessments

EVALCORP Current Services & Initiatives

- **Phase 1 Assessment**
 - Understand and address current and emergent needs through interviews with F5SB internal team and commissioners, and surveys with funded agencies
- **Family & Community Support & Partnerships – Expansion (FCSP-E)**
 - Support immediate and long-term evaluation needs for FCSP-E efforts
- **Consultation and Technical Assistance on Asthma**
 - Collaborate to identify metrics & methods for asthma initiative
- **COVID-19**
 - Understand the impacts of COVID-19 on F5SB’s Strategic Plan objectives through interviews with F5SB staff and commissioners, and surveys from funded agencies
- **Home Visiting**
 - Identify and support immediate and long-term evaluation needs (work to begin after Home Visiting System consultant is selected and on-boarded)

Why this is important for F5SB



Data-informed decision making

Tailor evaluation efforts to F5SB's current and long-term priorities; identify gaps and opportunities



Evidence base on initiatives

Gain insight into what is working and how to improve programmatic and systems level efforts; countywide indicator approach



Greater understanding of emerging trends

Supporting F5SB in efforts to be nimble; anticipate, plan and respond most effectively to change and emergent needs moving forward



**AGENDA ITEM 9
October 28, 2020**

Subject	First 5 San Bernardino Music Contest Winner "Wash Your Hands"
Recommendation	Receive information regarding the First 5 San Bernardino music contest. (Presenter: LuCretia Dowdy, Community Engagement Specialist, 252-4279)
Financial Impact	None
Background Information	<p>In April 2020, First 5 San Bernardino (F5SB), through social media, announced it's 2020 music contest asking for local artists to submit a song with topics such as hand washing or bullying. Entries had to be "kid-friendly" in style and had to be an original recording of an original song.</p> <p>The purpose of the contest was to obtain a song to add to F5SB's first ever music CD titled "The Rhythm of 5" expected to be completed in 2021. It will also be played regularly at First 5 events and on social media.</p> <p>"Wash Your Hands" was submitted by Mr. Peter Cole and selected as the winning song. The name of the winning song and artist was revealed June 2, 2020 on First 5 San Bernardino's Facebook page. A request for copyright registration has been submitted electronically to the U.S. Copyright Office on October 2, 2020. The time the U.S. Copyright Office requires to process an application varies and can take months. A registration certificate will be mailed to F5SB once the work has been determined to be copyrightable and meets all legal and procedural requirements.</p>
Review	Kristina Robb, Commission Counsel

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