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Agenda: Children and Families Commission 08-2016

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

Meeting date, time, and place at First 5 San Bernardino August 3, 2016
3:30 p.m.
Commission Conference Center

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

SPECIAL PRESENTATION None

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

Report Executive Director's Report by Karen E. Scott

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

Item No.	CONSENT
1	Approve minutes of July 6, 2016 Commission Meeting. (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)

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

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

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2	Approve Amendment A-1 to Contract IC024 with 521 East 11 th St., LLC, a California limited liability company and 1250 Fairfax, LLC, a California limited liability company (collectively, the "Landlord") and Children and Families Commission for San Bernardino County to update property management company contact information and include current lease terms for the contract term ending October 31, 2023. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)
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Item No.	DISCUSSION
3	Authorize Executive Director to execute a one (1) year contract for Fiscal Year 2016-2017 with Prevent Child Abuse California (PCA CA) in an amount not to exceed \$74,740 as a funding match for four (4) AmeriCorps service member positions to provide school readiness services. (Presenter: Mary Jaquish, Supervisor, 252-4254)
4	Authorize First 5 San Bernardino (F5SB) to participate jointly with First 5 Riverside in applying for the Dental Transformation Initiative – Local Dental Pilot Project funding opportunity to improve dental services in the Inland Empire region, strengthening the child health system for Fiscal Years 2016 – 2020. (Presenter: Mary Jaquish, Program Supervisor, 252-4254)

Public Comment

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

Commissioner Roundtable

Open to comments by the Commissioners

Next Commission Meeting at First 5 San Bernardino

**September 7, 2016
3:30 p.m. to 5:00 p.m.**

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

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Minutes: Children and Families Commission Meeting

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

Meeting Date, Time and Location Commission Meeting
July 6, 2016
3:30 p.m.

Chair Haugan called the meeting to order at 3:32 p.m.

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

Special Presentations Bear Valley Community Healthcare District's "Mom and Dad Project"
Megan Meadors, Director and Suzanne Moser, Pediatric Nurse Practitioner

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

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

Attendees

Commissioners Present

- Jose Gonzales
- Linda Haugan
- Margaret Hill
- Stacy Iverson
- Maxwell Ohikhuare, M.D.
- Paul Vargas

Staff Present

- Staci Scranton, Supervising Office Assistant
- Mary Jaquish, Supervisor
- Debora Dickerson-Sims, Administrative Supervisor II
- Phebe Chu, Commission Counsel
- Ronnie Thomas, Staff Analyst II
- Chrystina Smith-Rasshan, Staff Analyst II
- Mary Alvarez, Staff Analyst II

July 7, 2016

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Changes to the Agenda Staci Scranton announced Mary Jaquish, Supervisor, will present the Executive Director's Report.

Report – Karen E. Scott Executive Director

Mary Jaquish presented the report on behalf of Karen Scott.

Victory for Kids in Early Child Care and Education

The recently approved Fiscal Year 2016-17 State budget yields an investment of \$147 million to expand early childhood opportunities. This investment is expected to increase to \$500 million over the next few years. Thank you to our policy makers.

Dental Transformation Initiative (DTI)

As aligned with our Strategic Plan and our role as advocate, leader and convener, we are currently pursuing yet another source of revenue to serve our kids.

Now, more than ever, we have an opportunity to influence how California addresses the oral health needs of our young children. For the first time in history, dental care is included in the Medicaid 1115 Waiver, being presented as the Dental Transformation Initiative (DTI) with a component attached called the Local Dental Pilot Projects (LDPP). The call for applications for the LDPP allows for local collaborations to test innovative strategies and interventions, to glean best practices, and to inform the State on how to better support these initiatives and integrate them into California's system of oral health care for Medi-Cal insured children.

The LDPP application offers funding not to exceed \$740 million (\$148 million annually for 5 years).

Because of the support that First 5's across the State have provided to improve oral health care for children, we were included as entities that could apply for this funding - funding that is intended to be incentives for providers ensuring higher quality care and expanded access - not simply reimbursement for direct services.

First 5 San Bernardino (F5SB) and F5 Riverside first conferred with the subject matter expert, The Children's Partnership (TCP) Jenny Kattlove, who has done extensive, in-depth work in the area of oral health care needs with the State, the First 5 Association and many First 5 County Commissions. Next, we convened and brainstormed with local stakeholders, including the Departments of Public Health and the County Offices of Education from both counties, as well as Western University Dental, Loma Linda University Children's Pediatric Dentistry, the Center for Oral Health, Borrego Health, IEHP, Molina Health Care, SACHS, dental providers and others to establish agreement on how applying for this funding would best serve the children of the Inland Empire, especially in the area of Virtual Dental Homes- meeting the needs of children "where they are at". We have preliminarily determined that our application will be stronger applying as a region, utilizing existing resources, partners and providers, with First 5 taking the lead/fiscal agent role.

On an extremely "fast track", our work is intentional and inclusive with the group and consists of determining the best strategy, interventions, activities, etc. to realize the most positive, impactful outcomes. The application is due to the California Department of Health Care Services by August 15. A status report will be given at the August 3rd Commission meeting.

Consent

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

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

Item No.	DISCUSSION
2	<p>Approve Amendment A1 to Contract IC025 with Social Entrepreneurs, Inc. (SEI) to increase by \$28,950 not to exceed the total amount of \$184,941 for Fiscal Year 2016-2017 resulting in a cumulative total amount of \$778,949 for Fiscal Year 2014-2017 to support the First 5 Capacity Continuum Project. (Presenter: Mary Alvarez, Staff Analyst, 252-4258)</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>A motion was made by Commissioner Gonzales and seconded by Commissioner Iverson to approve Item 2. With Commissioner Weinstein absent, and without further comment or objection, motion carried by unanimous vote.</p>
3	<p>Approve Contracts with the following Quality Rating Improvement System (QRIS) Operational Partners (OP) for the development of the QRIS infrastructure and the implementation of the QRIS Strategic Plan for Fiscal Year 2016-2017:</p> <ul style="list-style-type: none"> (a) San Bernardino County Superintendent of Schools, Contract EC030, in the amount of \$247,857 for data entry management, enrollment services, site assessments and ratings for Fiscal Year 2016-2017, and; (b) Child Care Resource Center, Contract EC031, in the amount of \$1,570,359 for coordination of quality improvement services, program evaluation and professional development for Fiscal Year 2016-2017, and; (c) California State University San Bernardino, Contract EC032, in the amount of \$288,749 to enhance higher education opportunities in early care and education and conduct site assessments for Fiscal Year 2016-2017. <p>(Presenter: Chrystina Smith-Rasshan, Staff Analyst II, (252-4267)</p> <p><u>Discussion</u> None</p> <p><u>Public Comment</u> None</p> <p>Commissioner Hill abstained from Item 3A due to her position on the school board.</p> <p>A motion was made by Commissioner Iverson and seconded by Commissioner Vargas to approve Item 3. With Commissioner Weinstein absent, an abstention from Commissioner Hill and without further comment or objection, motion carried by unanimous vote.</p>

Public Comment None

Commissioner Roundtable

None

Adjournment

Chair Haugan adjourned the meeting at 4:06 p.m.

Next meeting at First 5 San Bernardino

AUGUST 3, 2016
3:30 p.m.

Attest

Linda Haugan, Chair

Staci Scranton, F5SB Supervising Office Assistant



**AGENDA ITEM 2
AUGUST 3, 2016**

Subject	Amendment A-1 to Lease Agreement IC024 for Children and Families Commission for San Bernardino County – First 5 San Bernardino
Recommendations	Approve Amendment A-1 to Contract IC024 with 521 East 11th St., LLC, a California limited liability company and 1250 Fairfax, LLC, a California limited liability company (collectively, the “Landlord”) and Children and Families Commission for San Bernardino County to update property management company contact information and include current lease terms for the contract term ending October 31, 2023. (Presenter: Cindy Faulkner, Operations Manager, 252-4253)
Financial Impact	None
Background Information	<p>On August 7, 2013, the Commission approved Contract IC024 with Three Carnegie Plaza for office space for First 5 San Bernardino (F5SB). F5SB’s lease agreement was effective November 1, 2013.</p> <p>Lease No. ICO24 is amended to reflect the landlord’s new property management company and to ensure lease language terms are consistent with current County lease agreements.</p> <p>Refer to <u>Attachment A - Lease Summary</u>.</p>
Review	Sophie Akins, Commission Counsel

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

A brief summary of what changes are being made from the original Lease No. IC024 and Amendment No. 1 to Lease No. IC024.

Initially we needed to amend the lease since the property management company changed. When we amend our leases, we also are required to incorporate our most current lease terms and therefore other paragraphs within the lease also needs to be updated.

ORIGINAL LEASE	AMENDMENT 1	SUMMARY OF CHANGES MADE
<p>1. PARTIES: This lease ("Lease") is made between 521 East 11th St., LLC, a California limited liability company, and 1250 Fairfax, LLC, a California limited liability company, collectively dba Three Carnegie Plaza, c/o Glenborough, LLC ("LANDLORD"), and the CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY/FIRST 5 SAN BERNARDINO ("COMMISSION"), who agree as follows:</p>	<p>1. PARTIES: This lease ("Lease") is made between 521 East 11th St., LLC, a California limited liability company, and 1250 Fairfax, LLC, a California limited liability company, jointly and severally as landlord, (collectively the "LANDLORD") and the CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY/FIRST 5 SAN BERNARDINO ("COMMISSION"), who agree on the following terms and conditions contained in the Lease. All obligations of each entity named as LANDLORD under this Lease are joint and several and may not be waived or apportioned except by written consent of the COMMISSION. COMMISSION may recover monies due or remedies available from any one or all entities named as LANDLORD under this Lease at COMMISSION's sole option. Each entity named in this Paragraph 1 as comprising the landlord, on behalf of itself, hereby ratifies and affirms this Lease as of the commencement of the initial term of the Lease and each hereby agrees, on behalf of itself, that the Lease is a valid, binding obligation of each entity.</p>	<p>We need to modify Paragraph 1 Parties because the original lease referenced dba Three Carnegie Plaza, c/o Glenborough, LLC which made up all entities that were part of the ownership/Landlord. Since the property management company has now changed to Coreland, we are removing all references of Three Carnegie Plaza, c/o Glenborough, LLC and just referencing the landlord as 521 East 11th St., LLC, a California limited liability company, and 1250 Fairfax, LLC, a California limited liability company, jointly and severally as landlord, (collectively the "LANDLORD"). We also added additional legal language to ratify this change in the amendment.</p>
<p>11. HEALTH, SAFETY AND FIRE CODE REQUIREMENTS:</p> <p>B. LANDLORD warrants that the Premises has not been fully inspected by a Certified Access Specialist, and thus no determination by a Specialist has been made pursuant to California Civil Code section 55.53.</p>	<p>11. HEALTH, SAFETY AND FIRE CODE REQUIREMENTS:</p> <p>B. The Premises has not been inspected by a Certified Access Specialist, and thus no determination by a Specialist has been made pursuant to California Civil Code Section 55.53. For avoidance of doubt, notwithstanding that an inspection of the Premises has not been performed by a Certified Access Specialist, LANDLORD's obligations under Paragraph 11.A. shall remain unchanged.</p>	<p>Although in the original lease, Paragraph 11 Health, Safety and Fire Code Requirements, Subsection B, states the premises has not been inspected by a Certified Access Specialist which was needed to comply with the California Civil Code Section 1938 (which codifies a portion of SB 1186) provides that "[a] commercial property owner or lessor shall state on every lease form or rental agreement executed on or after July 1, 2013, whether the property being leased or rented <i>has undergone</i> inspection by a Certified Access Specialist (CASp), and, if it has, whether the property has or has not been determined to meet all applicable construction-related accessibility standards pursuant to Section 55.53." there is a need to modify this subsection to not only reaffirm the premises has not been inspected by a Certified Access Specialist to comply with the code requirements, but we added new language that states even though the premises has not been inspected, the landlord still needs to fulfill all of its obligations found in the Subparagraph A found in the Health, Safety and Fire Code section.</p>

ORIGINAL LEASE	AMENDMENT 1	SUMMARY OF CHANGES MADE
<p>23. LANDLORD'S REMEDIES ON COMMISSION'S DEFAULT: Whenever any Event of Default referred to in Section 22 hereof shall have happened and be continuing, it shall be lawful for the LANDLORD to exercise any and all remedies available pursuant to law or granted pursuant to this Lease; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Rent or otherwise declare any Rent not then in Default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the COMMISSION is expressly made a condition and upon the breach thereof the LANDLORD may exercise any and all rights of entry and re-entry upon the Premises, and also, at its option, with or without such entry, may terminate this Lease. In the event of such Event of Default and notwithstanding any re-entry by the LANDLORD, the COMMISSION shall continue to remain liable for the payment of the Rent and/or damages for breach of this Lease and the performance of all conditions herein contained and, in any event such rent and/or damages shall be payable to the LANDLORD only at the same time and in the same manner as hereinabove provided for the payment of Rent hereunder.</p>	<p>23. LANDLORD'S REMEDIES ON COMMISSION'S DEFAULT: Whenever any Event of Default referred to in Section 22 hereof shall have happened and be continuing, it shall be lawful for the LANDLORD to exercise any and all remedies available pursuant to law or granted pursuant to this Lease; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Rent or otherwise declare any Rent not then in Default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the COMMISSION is expressly made a condition and upon the breach thereof the LANDLORD may, at its option, terminate this Lease. In the event of such Event of Default, the COMMISSION shall continue to remain liable for the payment of the Rent and/or damages for breach of this Lease and the performance of all conditions herein contained and, in any event such rent and/or damages shall be payable to the LANDLORD only at the same time and in the same manner as provided for the payment of Rent.</p>	<p>In the original lease, Paragraph 23 Landlord's Remedies on Commission's Default contained a right of re-entry for the landlord and fearing the possibility of misinterpretation or abuse there is a need to revise this paragraph. The amendment now modifies Paragraph 23 to provide our new language and remove references that allows the landlord the right to re-enter the property.</p>

ORIGINAL LEASE	AMENDMENT 1	SUMMARY OF CHANGES MADE
<p>25. NOTICES:</p> <p>A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) COMMISSION working days from the time of mailing if mailed as provided in this paragraph.</p> <p>LANDLORD's address: Three Carnegie Plaza c/o Glenborough, LLC Attn.: General Manager 650 E. Hospitality Lane, Suite 150 San Bernardino, CA 92408</p> <p>CC: Three Carnegie Plaza 606 South Olive Street, Suite 600 Los Angeles, CA 90014</p> <p>COMMISSION's address: Children And Families Commission for San Bernardino County/First 5 San Bernardino c/o San Bdnno County Real Estate Services Dept. 385 North Arrowhead Avenue, Third Floor San Bernardino, CA 92415-0180</p> <p>B. If, at any time after the COMMISSION accepts the Premises, the LANDLORD assigns or transfers a non-controlling interest of its rights in the Premises to a third party, LANDLORD must notify COMMISSION of its action at least fifteen (15) COMMISSION working days prior to completing any such action.</p> <p>C. If, at any time after the COMMISSION accepts the Premises, the LANDLORD assigns or transfers a controlling interest of its rights in the Premises to a third party, LANDLORD must notify COMMISSION of its action at least fifteen (15) COMMISSION working days prior to completing any such action. The new owner must provide COMMISSION with evidence of completion of such action. The parties shall immediately execute an amendment to this Lease stating the change of ownership of the Premises.</p> <p>(1) Within fifteen (15) COMMISSION working days of completing any action which affects a change in the ownership of the Premises, the new owner must provide COMMISSION evidence of obtaining insurance in compliance with Paragraph 17, INDEMNIFICATION and Paragraph 18, INSURANCE REQUIREMENTS AND SPECIFICATIONS.</p>	<p>25. NOTICES:</p> <p>A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by United States mail, postage prepaid, certified or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices be deemed delivered and effective upon the earlier of (i) actual receipt or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by or United States mail, postage prepaid, certified or registered, return receipt requested;</p> <p>LANDLORD's address: 521 E. 11TH Street, LLC, c/o Coreland Companies Commercial Real Estate Services, its Property Manager 17542 East 17th Street, Suite 420 Tustin, CA 92781-0807</p> <p>and</p> <p>1250 Fairfax, LLC c/o Coreland Companies Commercial Real Estate Services, its Property Manager 17542 East 17th Street, Suite 420 Tustin, CA 92781-0807</p> <p>COMMISSION'S address: Children And Families Commission for San Bernardino County/First 5 San Bernardino c/o San Bernardino County's Real Estate Services Department 385 North Arrowhead Avenue, Third Floor San Bernardino, CA 92415-0180</p>	<p>In the original lease, we referenced the property manager's information (Glenborough, LLC) was to receive all notices on behalf of the landlords. Because the property management company has changed to Coreland, we are modifying the Notices Section to reflect the new contact names and address for the ownership as well as updating RESD's mailing address as RESD is the agency that receives notices from the landlord and/or its designated property management company on behalf of the Commission.</p>

ORIGINAL LEASE	AMENDMENT 1	SUMMARY OF CHANGES MADE
<p>37. VENUE: The parties acknowledge and agree that this Lease was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Lease will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Lease, 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.</p>	<p>37. VENUE: The parties acknowledge and agree that this Lease was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Lease will be the Superior Court of California, County of San Bernardino. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Lease, 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.</p>	<p>Paragraph 37 Venue needs to be changed because there is a need to match changes in the San Bernardino County Superior Court since all High Desert civil cases have been transferred to downtown San Bernardino, and all unlawful detainer cases countywide have been transferred to Fontana, the requirement that the case be filed in the San Bernardino District (i.e., the City of San Bernardino) may not always be possible. Therefore, the reference to San Bernardino District was removed in the Amendment.</p>
<p>48. HAZARDOUS SUBSTANCES:</p> <p>A. LANDLORD hereby represents and warrants that, to the best of LANDLORD’s knowledge, information and belief: (i) the Premises have not been exposed to Hazardous Substances and are presently free of all Hazardous Substances; (ii) neither the LANDLORD nor any of the other current tenants, if any, on the property of which the Premises forms a part is in violation or subject to an existing, pending or threatened investigation by any governmental authority under any applicable federal, state or local law, regulation, ordinance or other legislation pertaining to air, water, or soil quality or the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances; (iii) any handling, transportation, storage, treatment or use of toxic or Hazardous Substances to date has been in compliance with applicable laws; and (iv) no reportable use has occurred on the Premises to date, and the soil, groundwater and vapor on or under the Premises is free of Hazardous Substances as of the Commencement Date.</p> <p>B. LANDLORD shall indemnify, protect, defend and hold COMMISSION, its agents and employees and the Premises, harmless from and against any and all losses and/or damages, liabilities, judgments, costs, claims, expenses, penalties, including attorneys’ and consultant’s fees, arising out of or involving the existence of any Hazardous Substances located in, about or under the Premises prior to the Commencement Date of this Lease. Additionally, the issuance of an order by any governmental authority directing the LANDLORD or any of LANDLORD’s other tenants or licensees on the property of which the Premises forms a part to cease and desist any illegal action in connection with a Hazardous Substance, or to remediate a contaminated condition caused by the LANDLORD or any person acting under LANDLORD’s direct control and authority is a breach of this Contract, and LANDLORD shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by COMMISSION in connection with or in response to such order. LANDLORD’s obligations under this paragraph shall include, but shall not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by COMMISSION, and the cost of investigation, removal, remediation, restoration and/or abatement thereof. LANDLORD’s obligations under this provision shall survive the expiration or early termination of this Lease. No termination, cancellation or</p>	<p>48. HAZARDOUS SUBSTANCES:</p> <p>A. LANDLORD hereby represents and warrants that, to the best of LANDLORD’s knowledge, information and belief: (i) the Premises and the property on which the Premises forms a part of have not been exposed to Hazardous Substances and are presently free of all Hazardous Substances; (ii) neither the LANDLORD nor any of the other current tenants, if any, on the property of which the Premises forms a part is in violation or subject to an existing, pending or threatened investigation by any governmental authority under any applicable federal, state or local law, regulation, ordinance or other legislation pertaining to air, water, or soil quality or the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances; (iii) any handling, transportation, storage, treatment or use of toxic or Hazardous Substances to date has been in compliance with applicable laws; and (iv) no reportable use has occurred on the Premises and the property on which the Premises forms a part of to date, and the soil, groundwater and vapor on or under the Premises and the property on which the premises forms a part of is free of Hazardous Substances as of the Commencement Date.</p> <p>B. LANDLORD shall indemnify, protect, defend (with counsel reasonably approved by COUNTY) and hold COUNTY, its agents and employees and the Premises, harmless from and against any and all losses and/or damages, liabilities, judgments, costs, claims, expenses, penalties, including attorneys’ and consultant’s fees, arising out of or involving the existence of any Hazardous Substances located in, about or under the Premises and the property on which the Premises forms a part of: (i) prior to the Commencement Date of this Lease; and (ii) not caused by COUNTY during the term, including any extended term. Additionally, the issuance of an order by any governmental authority directing the LANDLORD or any of LANDLORD’s other tenants or licensees on the property of which the Premises forms a part to cease and desist any illegal action in connection with a Hazardous Substance, or to remediate a contaminated condition caused by the LANDLORD or any person acting under LANDLORD’s direct control and authority is a breach of this Contract, and LANDLORD shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by COUNTY in connection with or in</p>	<p>Paragraph 48 Hazardous Substances needed to be changed to reflect our new language. So the amendment now has our new Hazardous Substances language.</p>

ORIGINAL LEASE	AMENDMENT 1	SUMMARY OF CHANGES MADE
<p>release agreement entered into by COMMISSION and LANDLORD shall release LANDLORD from its obligations under this Lease with regard to Hazardous Substances unless specifically agreed to by COMMISSION in writing.</p> <p>C. For the purposes of this paragraph, the following definitions shall apply:</p> <p>(1) "Hazardous Substance," as used in this Lease, shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either (i) potentially injurious to the public health, safety or welfare, the environment or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of COMMISSION under any applicable statute or common law theory.</p> <p>(2) "Reportable use" shall mean (i) the installation or use of any above- or below-ground storage tank; (ii) the generation, possession, storage, use, transportation or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties.</p> <p>(3) The term "applicable requirements" shall be deemed to refer to all applicable laws, covenants or restrictions of record, building codes, regulations and ordinances.</p>	<p>response to such order. LANDLORD's obligations under this paragraph shall include, but shall not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by COUNTY, and the cost of investigation, removal, remediation, restoration and/or abatement thereof. LANDLORD's obligations under this provision shall survive the expiration or early termination of this Lease. No termination, cancellation or release agreement entered into by COUNTY and LANDLORD shall release LANDLORD from its obligations under this Lease with regard to Hazardous Substances unless specifically agreed to by COUNTY in writing.</p> <p>C. For the purposes of this paragraph, the following definitions shall apply:</p> <p>(1) "Hazardous Substance," as used in this Lease, shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises and the property on which the Premises forms a part of, is either (i) potentially injurious to the public health, safety or welfare, the environment or the Premises and the property on which the Premises forms a part of; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of LANDLORD or COUNTY under any applicable statute or common law theory.</p> <p>(2) "Reportable use" shall mean (i) the installation or use of any above- or below-ground storage tank; (ii) the generation, possession, storage, use, transportation or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with any governmental authority and/or (iii) the presence at the Premises and the property on which the Premises forms a part of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises and the property on which the Premises forms a part of or neighboring properties.</p> <p>(3) The term "applicable requirements" shall be deemed to refer to all applicable laws, covenants or restrictions of record, building codes, regulations and ordinances.</p>	



**CHILDREN AND FAMILIES
COMMISSION FOR SAN
BERNARDINO
COUNTY/FIRST 5 SAN
BERNARDINO
FAS CONTRACT
TRANSMITTAL**

FIRST AMENDMENT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	FAS Vendor Code		SC	Dept.	Contract Number	
<input checked="" type="checkbox"/> Change				RNT	IC024 A-1	
<input type="checkbox"/> Cancel				A		
ePro Vendor Number				ePro Contract Number		
Commission			Dept.	Orgn.	Contractor's License No.	
CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY/FIRST 5 SAN BERNARDINO						
Commission Department Contract Representative			Telephone		Total Contract Amount	
Karen E. Scott, Executive Director			(909) 386-7706		\$3,335,013	
Contract Type						
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
95200		11/1/13	10/31/23	\$3,335,013	\$0.00	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
RRC	903	ADMI	200	2905		\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Project Name				Estimated Payment Total by Fiscal Year		
SAN BERNARDINO – CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY-FIRST 5 SAN BERNARDINO				FY	Amount	I/D
Three Carnegie Plaza				_____	_____	_____
735 E. Carnegie Drive, Suite 150				_____	_____	_____
Contract 5(a)						

THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County-First 5 San Bernardino, hereinafter called the COMMISSION, and

Name
521 East 11th St., LLC, a California limited liability company,
and 1250 Fairfax, LLC, a California limited liability company
(collectively, the "Landlord")

Address
606 South Olive Street, Suite 600

Los Angeles, CA 90014
Telephone Federal ID No. or Social Security No.
(714) 573-7780

hereinafter called LANDLORD

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, COMMISSION and 521 EAST 11TH St., LLC, a California limited liability company, and 1250 Fairfax, LLC, a California limited liability company, collectively dba Three Carnegie Plaza (collectively, the "LANDLORD") entered into a Lease Agreement, Contract No. IC024 (the "Lease"), on August 12, 2013, wherein LANDLORD agreed to lease certain real property to the COMMISSION; and,

Auditor-Controller/Treasurer Tax Collector Use Only

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

WHEREAS, the COMMISSION and LANDLORD desire to amend Lease Agreement No. IC024 to: modify Paragraph 1, PARTIES; modify Paragraph 11, HEALTH, SAFETY AND FIRE CODE REQUIREMENTS, subparagraph b.; modify Paragraph 23, LANDLORD'S REMEDIES ON COMMISSION'S DEFAULT; modify Paragraph 25, NOTICES; modify Paragraph 37, VENUE and Paragraph 48, HAZARDOUS SUBSTANCES.

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

1. DELETE in its entirety the existing Paragraph 1 PARTIES and SUBSTITUTE a new Paragraph 1 PARTIES as follows:

1. **PARTIES:** This lease ("Lease") is made between 521 East 11th St., LLC, a California limited liability company, and 1250 Fairfax, LLC, a California limited liability company, jointly and severally as landlord, (collectively the "LANDLORD") and the CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY/FIRST 5 SAN BERNARDINO ("COMMISSION"), who agree on the following terms and conditions contained in the Lease. All obligations of each entity named as LANDLORD under this Lease are joint and several and may not be waived or apportioned except by written consent of the COMMISSION. COMMISSION may recover monies due or remedies available from any one or all entities named as LANDLORD under this Lease at COMMISSION's sole option. Each entity named in this Paragraph 1 as comprising the landlord, on behalf of itself, hereby ratifies and affirms this Lease as of the commencement of the initial term of the Lease and each hereby agrees, on behalf of itself, that the Lease is a valid, binding obligation of each entity.

2. DELETE in its entirety the existing Paragraph 11, HEALTH, SAFETY AND FIRE CODE REQUIREMENTS, subparagraph B., and SUBSTITUTE therefore the following as a new Paragraph 11, HEALTH SAFETY AND FIRE CODE REQUIREMENTS, subparagraph B.:

11. **HEALTH, SAFETY AND FIRE CODE REQUIREMENTS:**

B. The Premises has not been inspected by a Certified Access Specialist, and thus no determination by a Specialist has been made pursuant to California Civil Code Section 55.53. For avoidance of doubt, notwithstanding that an inspection of the Premises has not been performed by a Certified Access Specialist, LANDLORD's obligations under Paragraph 11.A. shall remain unchanged.

3. DELETE in its entirety the existing Paragraph 23, LANDLORD'S REMEDIES ON COMMISSION'S DEFAULT, and SUBSTITUTE therefore the following as a new Paragraph 23, LANDLORD'S REMEDIES ON COMMISSION'S DEFAULT:

23. **LANDLORD'S REMEDIES ON COMMISSION'S DEFAULT:** Whenever any Event of Default referred to in Section 22 hereof shall have happened and be continuing, it shall be lawful for the LANDLORD to exercise any and all remedies available pursuant to law or granted pursuant to this Lease; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Rent or otherwise declare any Rent not then in Default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the COMMISSION is expressly made a condition and upon the breach thereof the LANDLORD may, at its option, terminate this Lease. In the event of such Event of Default, the COMMISSION shall continue to remain liable for the payment of the Rent and/or damages for breach of this Lease and the performance of all conditions herein contained and, in any event such rent and/or damages shall be payable to the LANDLORD only at the same time and in the same manner as provided for the payment of Rent.

4. DELETE in its entirety the existing Paragraph 25, NOTICES, subparagraph A. and SUBSTITUTE a new Paragraph 25, NOTICES, subparagraph A.:

25. **NOTICES:**

A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by United States mail, postage prepaid, certified or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices be deemed delivered and effective upon the earlier of (i) actual receipt or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by or United States mail, postage prepaid, certified or registered, return receipt requested;

LANDLORD's address: 521 E. 11TH Street, LLC,
c/o Coreland Companies Commercial Real
Estate Services, its Property Manager
17542 East 17th Street, Suite 420
Tustin, CA 92781-0807

and

1250 Fairfax, LLC
c/o Coreland Companies Commercial Real
Estate Services, its Property Manager
17542 East 17th Street, Suite 420
Tustin, CA 92781-0807

COMMISSION'S address: Children And Families Commission for San Bernardino
County/First 5 San Bernardino
c/o San Bernardino County's Real Estate Services
Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

5. DELETE in its entirety the existing Paragraph 37, VENUE, and SUBSTITUTE therefore the following as a new Paragraph 37, VENUE:

37. **VENUE:** The parties acknowledge and agree that this Lease was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Lease will be the Superior Court of California, County of San Bernardino. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Lease, 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.

6. DELETE in its entirety the existing Paragraph 48, HAZARDOUS SUBSTANCES and SUBSTITUTE therefore the following as a new Paragraph 48, HAZARDOUS SUSTANCES:

48. **HAZARDOUS SUBSTANCES:**

A. LANDLORD hereby represents and warrants that, to the best of LANDLORD's knowledge, information and belief: (i) the Premises and the property on which the Premises forms a part of have not been exposed to Hazardous Substances and are presently free of all Hazardous Substances; (ii) neither the LANDLORD nor any of the other current tenants, if any, on the property of which the Premises forms a part is in violation or subject to an existing, pending or threatened investigation by any governmental authority under any applicable federal, state or local law, regulation, ordinance or other legislation pertaining to air, water, or soil

quality or the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances; (iii) any handling, transportation, storage, treatment or use of toxic or Hazardous Substances to date has been in compliance with applicable laws; and (iv) no reportable use has occurred on the Premises and the property on which the Premises forms a part of to date, and the soil, groundwater and vapor on or under the Premises and the property on which the premises forms a part of is free of Hazardous Substances as of the Commencement Date.

B. LANDLORD shall indemnify, protect, defend (with counsel reasonably approved by COUNTY) and hold COUNTY, its agents and employees and the Premises, harmless from and against any and all losses and/or damages, liabilities, judgments, costs, claims, expenses, penalties, including attorneys' and consultant's fees, arising out of or involving the existence of any Hazardous Substances located in, about or under the Premises and the property on which the Premises forms a part of: (i) prior to the Commencement Date of this Lease; and (ii) not caused by COUNTY during the term, including any extended term. Additionally, the issuance of an order by any governmental authority directing the LANDLORD or any of LANDLORD's other tenants or licensees on the property of which the Premises forms a part to cease and desist any illegal action in connection with a Hazardous Substance, or to remediate a contaminated condition caused by the LANDLORD or any person acting under LANDLORD's direct control and authority is a breach of this Contract, and LANDLORD shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by COUNTY in connection with or in response to such order. LANDLORD's obligations under this paragraph shall include, but shall not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by COUNTY, and the cost of investigation, removal, remediation, restoration and/or abatement thereof. LANDLORD's obligations under this provision shall survive the expiration or early termination of this Lease. No termination, cancellation or release agreement entered into by COUNTY and LANDLORD shall release LANDLORD from its obligations under this Lease with regard to Hazardous Substances unless specifically agreed to by COUNTY in writing.

C. For the purposes of this paragraph, the following definitions shall apply:

(1) "Hazardous Substance," as used in this Lease, shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises and the property on which the Premises forms a part of, is either (i) potentially injurious to the public health, safety or welfare, the environment or the Premises and the property on which the Premises forms a part of; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of LANDLORD or COUNTY under any applicable statute or common law theory.

(2) "Reportable use" shall mean (i) the installation or use of any above- or below-ground storage tank; (ii) the generation, possession, storage, use, transportation or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with any governmental authority and/or (iii) the presence at the Premises and the property on which the Premises forms a part of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises and the property on which the Premises forms a part of or neighboring properties.

(3) The term "applicable requirements" shall be deemed to refer to all applicable laws, covenants or restrictions of record, building codes, regulations and ordinances.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease and this First Amendment, the provisions and terms of this First Amendment shall control.

END OF FIRST AMENDMENT.

**CHILDREN AND FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY/FIRST 5 SAN BERNARDINO**

**521 EAST 11TH ST., LLC, A CALIFORNIA LIMITED
LIABILITY COMPANY**

► _____
Linda Haugan, Chairman

Dated: _____

Approved as to Legal Form:

Commission Counsel
San Bernardino County, California

By _____
Agnes I. Cheng, Deputy County Counsel

Date: _____

By ► _____
(Authorized signature - sign in blue ink)

Name: Robert Hanasab

Title: Manager/Member

Dated: _____

Address: c/o Coreland Companies Commercial Real Estate
Services, its Property Manager
17542 East 17th Street, Suite 420
Tustin, CA 92781-0807

**1250 FAIRFAX, LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY**

By ► _____
(Authorized signature - sign in blue ink)

Name: Robert Hanasab

Title: Manager/Member

Dated: _____

By ► _____
(Authorized signature - sign in blue ink)

Name: Saman Mostadim

Title: Manager/Member

Dated: _____

Address: c/o Coreland Companies Commercial Real Estate
Services, its Property Manager
17542 East 17th Street, Suite 420
Tustin, CA 92781-0807



**AGENDA ITEM 3
AUGUST 3, 2016**

Subject	Prevent Child Abuse California AmeriCorps Service Contract 2016-2017
Recommendations	Authorize Executive Director to execute a one (1) year contract for Fiscal Year 2016-2017 with Prevent Child Abuse California (PCA CA) in an amount not to exceed \$74,740 as a funding match for four (4) AmeriCorps service member positions to provide school readiness services. (Presenter: Mary Jaquish, Supervisor, 252-4254)
Financial Impact	\$74,740 for Fiscal Year 2016-2017.
Background Information	<p>At the June 1, 2016 Commission meeting, approval was granted to continue the funding match for Fiscal Year 2016-2017 (FY16/17) for four (4) AmeriCorps positions at 1700 (full-time) hours to provide a year-round program. The requirement for matching the federal dollars for First 5 San Bernardino (F5SB) is in the amount up to \$18,685 per full-time AmeriCorps member, for a total not to exceed \$74,740. This amount includes healthcare coverage costs for members, approximately \$8,750 for the program year. If a member chooses not to elect healthcare coverage that amount will not be expended in this contract. The requested funding is allocated from the Commission's Education focus area.</p> <p>A contract with Prevent Child Abuse California is presented today for Commission approval to continue the AmeriCorps program in FY16/17 wherein four (4) members have been selected and will commence service for the FY16/17 term on August 15, 2016 in multiple preschools throughout the County promoting school readiness. Each year F5SB and County of San Bernardino Preschool Services Department enter into an MOU which defines the relationship between the two entities and the AmeriCorps Program. An MOU between PSD and F5SB is in effect until August 31, 2016. A renewal MOU with PSD will be presented for approval to the Commission in September for the FY16/17 contract term.</p> <p>The confirmed Head Start school sites in which AmeriCorps members will serve in FY16/17 are Ontario-Maple, Ontario-Westminster, Rialto Renaissance, and Rialto Eucalyptus. These sites have identified children in need of one-on-one early education support that can be provided by the AmeriCorps Service members. F5SB continues to research and explore ways to expand availability and support of AmeriCorps member services to other early education venues such as school districts and/or early child care settings as the Commission supports a "systems-based" approach to improving outcomes for young children and their families. Progress reports on this strategy will be developed with the input of the Advisory Committee and will be provided to the Commission over the next year.</p> <p>Upon Commission approval, Prevent Child Abuse California AmeriCorps Service Contract for FY16/17 will be executed with appropriate signatures.</p>
Review	Sophie Akins, Commission Counsel

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

First 5 Service Corps AmeriCorps Contract



1. This Contract is entered into between Prevent Child Abuse California and the Subcontractor named below: Children and Families Commission for San Bernardino County	
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, 2016 through August 15, 2017	
6. The maximum amount of this Contract shall not exceed: Enter Match \$74,740	
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: 10/16/2016	
10. Last date to enroll 900-hour AmeriCorps members: 2/16/2017	
11. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:	
Exhibit A:	2016 Terms and Conditions for AmeriCorps State and National Grants ("CNCS Terms & Conditions"), incorporated into this AmeriCorps Contract by reference and obtainable at: 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:	2016/2017 Performance Measures ("Performance Measures")
Attachment E-2:	2016/2017 AmeriCorps Member Living Allowance Schedule ("Living Allowance Schedule")
Exhibit F:	CaliforniaVolunteers Assurances and Certifications
Exhibit G:	CAP Center AmeriCorps Supervisor Program Manual 2016-2017 ("Supervisor Program Manual"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.capamericorps.weebly.com
12. Contract Number: 3-CM-5SB-FSB-16-17	13. Program Year: 2016/2017
SUBCONTRACTOR: CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY	PREVENT CHILD ABUSE CALIFORNIA ("PCA CA")
_____ Signature _____ Date _____	_____ Sheila Boxley, President and CEO _____ Date _____
_____ Print Name and Title _____	_____ Stephanie Biegler, Chief Program Officer _____ Date _____
_____ Fiscal Contact Name and Title _____	
Approved as to Content: _____ Department Head Signature (If Applicable)	
Approved as to Form: _____ Print Name and Title _____	
Address	4700 Roseville Road, Suite 102
City, State, Zip+4	North Highlands, CA 95660

EXHIBIT C
TERMS AND CONDITIONS

I. Time

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

II. AmeriCorps

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

III. Compliance with Federal Requirements

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

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

IV. Scope of Services

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

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

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

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

VI. Termination without Cause

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

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

VII. Termination for Cause

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

VIII. Signature Authority

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

IX. Mutual Indemnification

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

X. Independent Contractor

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

XI. Conflict of Interest

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

XII. Subcontracting

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

XIII. Drug Free Workplace

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

XIV. Safety Standards

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

XV. Nondiscrimination

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

XVI. Insurance

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

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

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

XVII. Ownership of AmeriCorps Training Curricula and Materials

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

XVIII. Audit/Review Requirements

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

XIX. Unforeseen Circumstances

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

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

XX. Notice

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

XXI. Nonrenewal

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

XXII. Changes and Amendments

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

XXIII. Choice of Law

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

XXIV. Health Insurance Portability and Accountability Act

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

XXV. Prohibited Activities

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

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

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

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

XXVI. Waiver

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

XXVII. Inspection and Examination

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

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

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

XXVIII. Grievance Procedure

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

A. Alternative Dispute Resolution

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

B. Grievance Procedure for Unresolved Complaints

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

C. Time Limitations

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

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

D. Arbitration

1. Arbitrator

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

2. Time Limits

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

3. The Cost.

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

E. Suspension of Placement

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

F. Remedies

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

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

G. Suspension or Termination of Assistance

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

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

XXIX. Compliance with Laws

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

XXX. Disallowed Costs

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

XXXI. Enforcement

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

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

XXXII. Whistleblower Rights and Remedies

- A. **SUBCONTRACTOR** is required to notify all of its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described at: <http://www.cncsoig.gov/contractor-whistleblower-protection-0#node-1001>. As such, **SUBCONTRACTOR** is required to notify all of its employees that they may not be discharged, demoted, or otherwise discriminated against for disclosing information that an employee reasonably believes is evidence of:
1. Gross mismanagement or waste of a Federal contract or grant;

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

XXXIII. Entire Contract

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

EXHIBIT D
MATCH CONTRIBUTION

I. Program and Member Costs

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

II. Cash Match Contribution

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

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

III. Invoicing

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

First Invoice	• August, 2016	Last week of July, 2016	Net 30	\$ 11,516.00
	• September, 2016			\$ 13,593.00
	• October, 2016			\$ 25,109.00
Second Invoice	• November, 2016	Last week of September 2016	Net 30	\$ 13,593.00
	• December, 2016			
	• January, 2017			
Third Invoice	• February, 2017	Third week of December, 2016	Net 30	\$ 13,593.00
	• March, 2017			
	• April, 2017			
Fourth Invoice	• May, 2017	Last week of March, 2017	Net 30	\$ 13,593.00
	• June, 2017			
	• July, 2017			
	• August, 2017			
			Total:	\$ 65,888.00

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

- invoices have already been paid by **SUBCONTRACTOR**, **PCA CA** will make an adjustment at the end of the program year.
- c. **SUBCONTRACTOR** should make every effort to refill a vacated AmeriCorps member position by enrolling a new AmeriCorps member.
 - d. If one or more of **SUBCONTRACTOR**'s AmeriCorps members has completed less than 30% of their contracted hours, and has resigned, abandoned, or been released from their term of service, **SUBCONTRACTOR** may refill the member position. **SUBCONTRACTOR** will pay the Program Operating Cost and all applicable Direct Member Cost for the time that the new AmeriCorps member serves in the refilled member position. Adjustments will be made on the next scheduled program year-quarterly invoice.
3. Member position augmentations or refill member positions that involve full-time AmeriCorps members may require additional cash match and an amendment to this Contract.
- F. AmeriCorps Healthcare.
1. This Contract is written to include the full cost of healthcare coverage for all of **SUBCONTRACTOR**'s full-time capacity AmeriCorps members (1,700-hour AmeriCorps members and 900-hour AmeriCorps members serving for a period of seven [7] months or less). However, **SUBCONTRACTOR** will be invoiced separately on a program year-quarterly basis for each of **SUBCONTRACTOR**'s eligible full-time capacity AmeriCorps members who are eligible for, and elect healthcare coverage through **PCA CA**'s AmeriCorps healthcare plan, The Corps Network.
 2. Any of **SUBCONTRACTOR**'s full-time capacity AmeriCorps members who do not have Affordable Care Act-compliant coverage at commencement of service must be enrolled in The Corps Network plan, per the requirements of the plan.
 3. Should one or more of **SUBCONTRACTOR**'s initially ineligible AmeriCorps members later become eligible to enroll in The Corps Network plan, they will be added to the monthly billing.
 4. If one or more of **SUBCONTRACTOR**'s AmeriCorps members who enrolled in healthcare coverage should extend their term of service, **SUBCONTRACTOR** agrees to pay an additional \$254.00 per member, per month of coverage. Changes of this nature may require additional cash match and an amendment to this Contract.

IV. Special Circumstances

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

V. Increase in Costs

- A. The maximum amount of this Contract may increase if:
1. **SUBCONTRACTOR** requests a member position augmentation that is approved by **PCA CA**;
 2. **SUBCONTRACTOR** elects to refill one or more member positions vacated by **SUBCONTRACTOR**'s AmeriCorps member; or

3. One or more of **SUBCONTRACTOR**'s AmeriCorps members become eligible for, and subsequently enroll in, healthcare.
- B. Any increase in the maximum amount of this Contract may require additional cash match, and an amendment to this Contract.

VI. In-kind Match Contribution

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

EXHIBIT E
PROGRAM SCOPE OF SERVICES

I. Monitoring and Oversight

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

II. Recruitment and Eligibility of AmeriCorps Members

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

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

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

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

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

IV. Enrollment of AmeriCorps Members

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

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

2. **PCA CA** will not generate a Member Contract until all requirements of the AmeriCorps applicant's eligibility to serve in the program have been reviewed and approved by **PCA CA**.
- E. Unless enrollment is conducted by **PCA CA** staff, **SUBCONTRACTOR** (or its Contractor) will submit a copy of the entire Member File to **PCA CA** by fax or email on or before the commencement of each of **SUBCONTRACTOR**'s AmeriCorps members' term of service.
- F. **PCA CA** will provide **SUBCONTRACTOR** with Member Handbooks. Upon commencement of service, **SUBCONTRACTOR** (or its Contractor) must provide each AmeriCorps member with the 2016/17 Program Year AmeriCorps Member Handbook.
- G. **PCA CA** shall complete the AmeriCorps member enrollment in My AmeriCorps within thirty (30) calendar days of the commencement of each AmeriCorps member's term of service.

V. AmeriCorps Member Orientation

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

VI. Member Files

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

VII. Change of Term

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

VIII. iEmployee and Timekeeping Policies

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

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

IX. AmeriCorps Member Benefits

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

- A. Post-service Segal AmeriCorps Education Award:
 - 1. **PCA CA** shall verify whether each of **SUBCONTRACTOR**'s AmeriCorps members have successfully completed their term of service, including whether or not they served the required number of hours as listed in their Member Contract to earn a Segal AmeriCorps Education Award.
 - 2. **PCA CA** shall record in the CNCS online database, eGrants, whether each of **SUBCONTRACTOR**'s AmeriCorps members:
 - a. Earned a full Segal AmeriCorps Education Award;
 - b. Earned a partial Segal AmeriCorps Education Award; or
 - c. Earned no portion of a Segal AmeriCorps Education Award.
 - 3. Segal AmeriCorps Education Awards are released by the National Service Trust.
 - 4. The maximum amount of the Segal AmeriCorps Education Award that may be earned in the 2016/17 program year is:

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

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

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

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

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

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

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

C. Child Care:

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

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

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

D. Healthcare:

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

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

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

XI. Supervision and Support of AmeriCorps Members

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

XII. Training and Member Development

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

XIII. Data Collection and Reporting

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

XIV. AmeriCorps Member Performance Evaluations

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

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

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

XV. AmeriCorps Member Exit

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

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

XVI. Special Events

- A. **SUBCONTRACTOR** (or its Contractor) must ensure that its AmeriCorps members participate in the following events:
1. Make a Difference Day.
 2. Martin Luther King Day of Service.
 3. AmeriCorps Week, 2017.
 4. Member Graduation Ceremony.
- B. **SUBCONTRACTOR** (or its Contractor) is strongly encouraged to facilitate attendance of its AmeriCorps members in the following National Days of Service:
1. September 11th Day of Service.
 2. Service Nation Day of Action.
 3. National Family Volunteer Day.
 4. Cesar Chavez Day of Service and Learning.
 5. National Volunteer Week April 2017.
 6. National Youth Service Day.

XVII. Affiliation with the AmeriCorps National Service Program

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

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

XVIII. eGrants/My AmeriCorps Web Based Reporting

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

ATTACHMENT E-1
2016/2017 PERFORMANCE MEASURES

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

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

<p>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.</p>		
PRIMARY PERFORMANCE MEASURE TARGETS		
OUTPUT TARGETS	PROGRAM OUTPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Economically disadvantaged children or children with exceptional needs that will start in a CNCS-supported early childhood education program.	2,250	80
# Economically disadvantaged children or children with exceptional needs that will complete participation in a CNCS-supported early childhood education program.	1,920	80
# 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	PROGRAM OUTCOME TARGETS	SUBCONTRACTOR-SPECIFIC OUTCOME TARGETS
Of 80 high need children receiving at least 35 hours of social emotional, literacy, and numeracy skills, 56 will meet age appropriate school readiness milestones in one or more areas they had not initially met.	1,855	56
# Children will demonstrate gains in school readiness in terms of social and/or emotional development .	1,145	56
# Children will demonstrate gains in school readiness in terms of literacy skills .	1,245	56
# Children will demonstrate gains in school readiness in terms of numeracy (math) skills .	1,000	56
Of 480 parents of economically disadvantaged children who complete 5 hours of family literacy training on book sharing with their child, 0 will demonstrate improved family literacy behaviors.	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.	220	4
# Volunteers recruited for one-time activities.	440	16
# Volunteer hours for ongoing activities.	1,320	52
# Volunteer hours for one-time activities.	880	36

PERFORMANCE MEASURE TITLE: MEMBER DEVELOPMENT		
NEED		
Members deserve to be appropriately trained to perform the services assigned, to increase both professional skills and community development skills, and to enhance their esprit de corps experience.		
EXPECTED RESULT		
Output (the amount of service provided, people served, products created, or programs developed through planned intervention):		
Members receive the training to provide quality service to the community and to the children that they serve.		
Outcome (the changes or benefits that occur as a result of the intervention):		
Members increase knowledge & skills, gain insight into the community, and experience the power of national service.		
MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS		
PCA CA and Service Site Orientation 80 or more hours; Connection to National Service, Member Contract review and Prohibited Activities Training; Community Engagement; Child Development; Assessment Training; Mandated Child Abuse Reporting; Site-specific Technical Training.		
Ongoing Hours, including site specific (related to member position) trainings: supervision/coaching; & PCA CA webinars.		
National Service Days: Make a Difference Day, Martin Luther King, Jr. Day, Cesar Chavez Day, and AmeriCorps Week.		
Other trainings delivered throughout the year include: Social-Emotional and Cognitive Development; Family Literacy Fundamentals; GOLD Curriculum & Activity Development Training; Leadership; Active Citizens; Life after AmeriCorps; Cultural Awareness; Conflict Resolution.		
MEASUREMENT TOOLS		
Training Log and electronic timesheets to collect data on # of members and # of training hours.		
Member Performance Evaluation to collect data on member skill increases. Administered by Member Supervisor 3x per year		
PERFORMANCE MEASURE TARGETS		
OUTPUT TARGETS	PROGRAM OUTPUT TARGETS	SUBCONTRACTOR-SPECIFIC OUTPUT TARGETS
# Members that will complete Core Training.	115	4
OUTCOME TARGETS	PROGRAM OUTCOME TARGETS	SUBCONTRACTOR-SPECIFIC OUTCOME TARGETS
# Members that will increase knowledge and skills by 10%.	70%	3 members

2016/17 AmeriCorps Member Living Allowance Schedule

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

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

EXHIBIT F
ASSURANCES AND CERTIFICATIONS

I. ASSURANCES

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

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

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

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

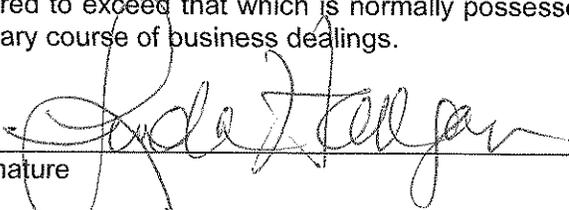
- W. Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the non-displacement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

II. CERTIFICATIONS

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

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

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



Signature

01/21/16

Date

Linda Haugan, First 5 Commission Chair

Print Name and Title



**AGENDA ITEM 4
AUGUST 3, 2016**

Subject	Dental Transformation Initiative – Local Dental Pilot Project Funding Opportunity
Recommendations	Authorize First 5 San Bernardino (F5SB) to participate jointly with First 5 Riverside in applying for the Dental Transformation Initiative – Local Dental Pilot Project funding opportunity to improve dental services in the Inland Empire region, strengthening the child health system for Fiscal Years 2016 – 2020. (Presenter: Mary Jaquish, Program Supervisor, 252-4254)
Financial Impact	To be determined
Background Information	<p>Now, more than ever, we have an opportunity to influence how California addresses the oral health needs of our young children. For the first time in history, dental care is included in the Medicaid 1115 Waiver, being presented as the Dental Transformation Initiative (DTI) with a component attached called the Local Dental Pilot Project (LDPP). The call for applications for the LDPP allows for local collaborations to test innovative strategies and interventions, to glean best practices, and to inform the State on how to better support these initiatives and integrate them into California's system of oral health care for Medi-Cal insured children.</p> <p>On June 1, 2016, the California Department of Health Care Services (DHCS) released the Dental Transformation Initiative (DTI) grant opportunity to increase dental care for Medi-Cal recipients. The goals of the DHCS, through this funding opportunity, are to address the following domains: 1) increase dental prevention services; 2) incorporate caries risk assessment and disease management, and 3) establish continuity of care among Medi-Cal children.</p> <p>The Fourth Domain allows for participating counties to present projects for consideration and funding as a LDPP for the next four years. Projects must describe and include innovative interventions and/or strategies that, when shown successful, could be implemented or scaled statewide. Projects must effectively measure impact on the intended goals of the original three DTI domains.</p> <p>The LDPP offers funding not to exceed \$740 million over 5 years for up to 15 entities. For the many reasons that make us stronger, First 5 Riverside and F5SB aim to be one of these entities and are applying for a share of this funding using a collaborative and regional approach, utilizing existing resources, partners and providers.</p> <p>F5SB and F5 Riverside are working diligently to complete the application with the assistance of a subject matter expert that has supported First 5 CA and the First 5 Association in the past. We have had several convenings with stakeholders and potential partners to gain their innovative input, help to design our systems enhancement components and to identify operational roles. These stakeholders have included the Departments of Public Health for both counties, the County Offices of Education, as well as our local schools of dentistry, and many able</p>

community clinics and dental providers. Together we will establish agreement on how applying for this funding would best serve the children of the Inland Empire, especially in the area of Virtual Dental Homes and overall meeting the needs of children "where they are at," versus traditional dentistry care. A fundamental strategy of this project is to build on the strengths of the resources in Riverside and San Bernardino counties. While Riverside and San Bernardino counties have scarce resources, the clinics, health care systems, and social support systems that do exist are strong and have a commitment to meeting the needs of their communities. We will build on these strengths to integrate risk-based preventive oral health services and promote continuity of care in existing oral health, health, and social support systems in the community.

Through this pilot project, both counties will work together to build a coordinated system of oral health care that addresses families' socio-economic, cultural, and other barriers to care, builds on and coordinates existing assets, and brings in services to fill gaps in care.

The application is due to DHCS on September 30, 2016. First 5 Riverside and F5SB anticipate applying for an amount between \$3 and \$5 million per year.

First 5 Riverside has taken the lead/fiscal agent role for the application and F5SB will serve as the co-applicant. This is a "no cost" and no "match required" funding opportunity.

DTI proposals will receive notification in October 2016, with programs to begin in January 2017.

As per our Strategic Plan, SPA 2: Systems and Networks, F5SB is providing leadership in the development of this DTI-LDPP – a system that supports children prenatal through age 5 and results in sustainable and collective impact of health services for children.

Pending Commission approval, F5SB, together with First 5 Riverside, will apply for the Dental Transformation Initiative – Local Dental Pilot Project funding opportunity for Fiscal Years 2016 – 2020. This effort will ensure needed resources are obtained and that the region is positioned to improve the child health system and children's oral health outcomes through this partnership.

Review

Sophie Akins, Commission Counsel

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