



Child Welfare System Improvement AmeriCorps Contract



1. This Contract is entered into between Prevent Child Abuse California and the Subcontractor named below: Nevada County Department of Social Services – Child Protective Services	
2. Subcontractor's D-U-N-S Number: 01-097-9029	
3. CFDA Name: AmeriCorps	
4. CFDA Number: 94.006	
5. The Term of this Contract is: September 16, 2016 through September 15, 2017	
6. The maximum amount of this Contract shall not exceed: \$31,740.00	
7. Number of 1,700-hour AmeriCorps members to be enrolled and retained: 2	
8. Number of 900-hour AmeriCorps members to be enrolled and retained: 0	
9. Last date to enroll 1,700-hour AmeriCorps members: November 16, 2016	
10. Last date to enroll 900-hour AmeriCorps members: March 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 and Conditions"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.nationalservice.gov/resources/terms-and-conditions-cnsc-grants
Exhibit B:	45 CFR Chapter XXV, Sections 2520 – 2550 ("45 CRF XXV"), incorporated into this AmeriCorps Contract by reference and obtainable at: http://www.ecfr.gov/cgi-bin/text-idx?ID=9e5466ae66b0b60241f448502b41433b&mc=true&tpl=/ecfrbrowse/Title45/45chapterXXV.tpl
Exhibit C:	Terms and Conditions
Exhibit D:	Match Contribution
Exhibit E:	Program Scope of Services
Attachment E-1:	2016/2017 Performance Measures ("Performance Measures")
Attachment E-2:	2016/2017 AmeriCorps Member Living Allowance Schedule ("Living Allowance Schedule")
Exhibit F:	California Volunteers 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-CTR-NCS-16-17	
13. Program Year: 2016/2017	
SUBCONTRACTOR: SUBCONTRACTOR	PREVENT CHILD ABUSE CALIFORNIA ("PCA CA")
Signature _____ Date _____	Signature _____ Date _____
_____ Dan Miller, Chair - Board of Supervisors Print Name and Title	_____ Sheila Boxley, President and CEO Date
_____ Michelle Bodley, ASO Fiscal Contact Name and Title	_____ Stephanie Biegler, Chief Program Officer Date
Approved as to Content: _____ Mike Dent, Director - Dept. of Social Services Department Head Signature (If Applicable)	
Approved as to Form: _____ Scott McLeran, Deputy County Counsel Print Name and Title	
950 Maidu Ave., PO BOX 1210	4700 Roseville Road, Suite 102
Nevada City, CA 95959-8600	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 Child Welfare System Improvement program is a federally funded AmeriCorps program.
- B. Individuals enrolled to provide service under the Child Welfare System Improvement 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.

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. This Agreement is not intended and shall not be construed to create an employer-employee relationship between the AmeriCorps members and **SUBCONTRACTOR**. **PCA CA** AmeriCorps members subject to this Agreement do not have any rights, entitlement or claim against **SUBCONTRACTOR** or the County of Nevada for any type of employment benefits or workers' compensation or other programs afforded to employees of the County of Nevada, and **PCA CA** agrees to hold **SUBCONTRACTOR** and the County of Nevada harmless and indemnify Facility and County of Nevada against any such claim.

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, upon mutual agreement of the parties, the filing party may submit the grievance to 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:

Qty	Slot Type	Program Operating Cost	Direct Member Cost	Total Member Cost
2	FT	\$4,194.00	\$27,546.00	\$31,740.00
0	HT	0	0	0
0	FT LEAD	0	0	0
Grand Total				\$31,740.00

III. Invoicing

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

	Corresponding Month(s)	Invoice to be Sent	Invoice due to PCA CA	Amount Due
First Invoice	September, 2016; October, 2016; November, 2016	Second week of August, 2016	Net 30	\$4,194.00
				\$6,886.50
				\$11,080.50
Second Invoice	December, 2016; January, 2017; February, 2017	Last week of October, 2016	Net 30	\$6,886.50
Third Invoice	March, 2017; April, 2017; May, 2017	Last week of January, 2017	Net 30	\$6,886.50
Fourth Invoice	June, 2017; July, 2017; August 2017; September, 2017	Last week of April, 2017	Net 30	\$6,886.50
			Total:	\$31,740.00

- 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). \$1,300 per each 900-hour AmeriCorps member, and
 - (2). \$2,300 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-hr 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. The cost of healthcare coverage is shared between **PCA CA** and **SUBCONTRACTOR**. The **SUBCONTRACTOR**'s per member per month contribution is equal to \$177. The cost per member per quarter is equal to \$531.
 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 quarterly billing.

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 members; 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.

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 Chapter 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:
 - a. Issuance of living allowance incremental payments;
 - b. Withholding and reporting of associated taxes;
 - c. Processing of IRS Form W-2; and
 - d. Processing of Workers' Compensation claims for **SUBCONTRACTOR**'s AmeriCorps members who sustain service-related injuries during the term of this Contract.
- C. Child Care:
1. 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.
 2. 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:
 - a. Denials of applications;
 - b. Delays in processing of applications; or
 - c. Delays in payments made to child care providers.
 3. 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.
 4. 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. **PCA CA**-delivered training topics include the following:
 1. AmeriCorps Orientation (includes viewing the online recorded webinar and review of the CWS Weebly website and timekeeping on iEmployee);
 2. Nurturing Parenting Program (includes the topics of Parent-Child Interaction and Protective Factors);
 3. CWSI AmeriCorps program's Data Collection and Submission Process;
 4. Professional Boundaries and Confidentiality;
 5. Conflict Resolution;
 6. Mandated Child Abuse Reporter Training;
 7. Cultural Awareness/Proficiency;
 8. Leadership (includes Team Building and Public Speaking); and
 9. AmeriCorps member T/TA Conference Calls (Training and Technical Assistance).
- B. Notwithstanding the above, **PCA CA** develops and provides Leader's Guides and/or Online Trainings for **SUBCONTRACTOR** (or its contractor) to use in facilitating other AmeriCorps member mandated trainings. **SUBCONTRACTOR**-facilitated and/or Online training topics include the following:

1. Child Development;
 2. Active Citizens; and
 3. 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 days 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 for the 2016/17 program year. As such, they reflect the statewide aggregate outputs and outcomes for the program. SUBCONTRACTOR is responsible for meeting its specific outputs and outcomes, a subset of the aggregate values. The SUBCONTRACTOR Performance Measure targets are dependent upon the full enrollment of the number of AmeriCorps member positions included in this Contract. SUBCONTRACTOR shall vigorously pursue 100% retention of AmeriCorps members.

PRIMARY PERFORMANCE MEASURE TITLE: PREVENT CHILD ABUSE AND NEGLECT
NEED
Every minute in America six children are abused and their lives are forever changed. Child abuse is a public health problem with cascading consequences during the victims' lives including lifelong health problems (alcoholism, eating disorders, mental illness, chronic diseases) and decreased social, economic, and emotional well-being. In California nearly 500,000 children are referred yearly to child welfare, about 85,000 (17%) are confirmed as victims. The need is greater in CWSI partner counties which account for one-third of child welfare referrals statewide and a confirmed victim rate of 20%. Substantial research informs us that documented rates of child abuse and neglect are attributable to a combination of community and family risk factors. CWSI counties exceed State averages in community factors such as unemployment, poverty, homelessness, and violence that increase a child's risk for maltreatment. Family risk factors such as high levels of parental stress caused by inadequate food, homelessness, lack of health insurance/services, limited effective parenting knowledge, poor parenting behavior, and poor social connections/isolation are also associated with child maltreatment. The State Child Welfare System does not provide prevention services to address the risk factors that lead to child abuse and neglect. Child welfare works with families only after child risk has risen to a point that possible removal of the child(ren) is warranted. CWSI meets this service need by engaging national service participants to provide crisis support and parenting education to those most at-risk for child abuse.
EXPECTED RESULTS
Output (the amount of service provided, people served, products created, or programs developed through planned intervention): Parents will receive crisis intervention and parenting education services.
Intermediate Outcome (the changes or benefits that occur as a result of the intervention): Parents will not enter/re-enter the Child Welfare System; Parents will reduce their risk for child abuse and neglect behaviors, increase their parenting knowledge, and decrease their level of stress. Veteran parents will complete CNCS-supported crisis support and parenting education assistance.

AMERICORPS MEMBER ACTIVITIES DESIGNED TO ACHIEVE EXPECTED RESULTS
AmeriCorps member Family Support Aides serve parents most at-risk for child abuse by providing 5 hours of crisis intervention and 12.5 hours of Nurturing Parenting Program ("NPP") education. Members will serve for 46 weeks. FT members will serve 94 direct beneficiaries; 21 of those beneficiaries will assess as high need parents. HT members will serve 45 direct beneficiaries; 10 parents will assess as high need. All 5,000 beneficiaries will receive approximately 2 hours of resource and referrals services. 1,500 beneficiaries will receive approximately 5 hours of crisis intervention services. 780 high need veteran/non-veteran parents will participate in NPP or NPP's Nurturing America's Military Families. The NPP evidence-based models indicate that 75 minutes per week for 10 weeks teaching parents about child development, alternatives to corporal punishment, empathy, parent/child roles, and empowerment can improve parenting knowledge and behavior. Overall, members will spend 13,750 hours facilitating NPP education through workshops, home visits and other service site activities. Approximately 6.5/FT and 3.25/PT hours per week per member will be spent outreaching to the community and parents to engage them in crisis intervention and parenting education services.

MEASUREMENT TOOLS
OUTPUT – Beneficiary Information Form to collect data on the number of: parents at-risk for child abuse and neglect who receive crisis intervention and parenting education services; veteran parents receiving assistance; individuals who receive emergency food; clients who receive information on health insurance, benefits, and access; and to pre-assess parent stress level prior to receiving crisis intervention service. Completed by AmeriCorps members twice per beneficiary; once at the start of service and again at completion of service.
INTERMEDIATE OUTCOME – CWSI Recidivism Tool to collect data on parents entering/re-entering the Child Welfare System. Completed by County Child Welfare Department and/or CWSI community-based agencies once per year.
INTERMEDIATE OUTCOME – Nurturing Parenting Scale to collect data on the number of parents that demonstrate improvement in parenting knowledge and behavior. Completed by parents twice per parent; once at the start of NPP and again at completion of NPP.
INTERMEDIATE OUTCOME – Beneficiary Information Form to collect data on the number of: veteran parents that complete assistance and improve their situation; individuals who receive support to alleviate long-term hunger and report increased food security; clients who enroll in health insurance, health services, and health benefits programs; and to post-assess parent stress level following receipt of crisis intervention services. Completed by AmeriCorps members twice per beneficiary; once at the start of service and again at completion of service.

PRIMARY PERFORMANCE MEASURES TARGETS – PROGRAM AGGREGATE TARGETS				
OUTPUT TARGETS – Supportive Services and Parent Education				
		Non-Vet	Vet	Total
1	# Parents who received CNCS-supported assistance (any services)	4,900	100	5,000
2	# Parents identified as High-Need	2,400	100	2,500
3	# Parents complete 5 hours of crisis intervention services	1,450	50	1,500
4	# Parents who started Parenting Education (NPP)	750	30	780
5	# Parents who completed Parenting Education (NPP)	600	10	610
OUTCOME TARGETS – Supportive Services and Parent Education				
		Non-Vet	Vet	Total
6	# Parents who completed 5 hrs of services and decrease their stress by one level	870	30	900
7	# Parents who complete NPP and increase their parenting knowledge by 20%	420	10	430
8	# Parents who complete NPP and reduce their risk for child abuse and neglectful behaviors by one level	420	10	430
9	# Parents who complete NPP and do not enter/re-enter the Child Welfare System	420	10	430
OUTPUT TARGETS – Emergency Food Services				
		Total		
10	# Individuals who receive emergency food from food banks, food pantries, or other nonprofit organizations	2,500		
OUTCOME TARGETS – Food Security				
		Total		
11	# Individuals who report increased food security of themselves and their children (household food security) as a result of CNCS-supported service	250		
OUTPUT TARGETS – Information on Health Services				
		Total		
12	# Individuals who receive information on health insurance, healthcare access, and health benefits programs	1,700		
OUTCOME TARGETS – Enrolled in Health Insurance/Services				
		Total		
13	# Individuals who enroll in health insurance, services, and/or benefits programs	800		

Determining Program Specific Targets

To determine Program Specific Targets, the Aggregate Targets are divided by 53.5 MSY and multiplied by the number of MSYs included in this Contract. "MSY" stands for "Member Service Year" and is similar to "FTE." A 1700-hr member position is equal to 1.0 MSY, and a 900-hr member position is equal to 0.5 MSY. For example, if your agency was contracted for 2.0 MSY (i.e. two [2] 1700-hr member positions), then your Program Specific Target for Performance Measure 1 (# Parents who **received** CNCS-supported assistance) would be equal to 188. This is calculated by $5,000 / 53.5 = 93.5$, which is rounded up to 94. Then $94 \times 2 = 188$.

The number of MSY(s) included in this Contract = **2.0**

PRIMARY PERFORMANCE MEASURES TARGETS – SUBCONTRACTOR SPECIFIC TARGETS				
OUTPUT TARGETS – Supportive Services and Parent Education		Non-Vet	Vet	Total
1	# Parents who received CNCS-supported assistance (any services)	184	4	188
2	# Parents identified as High-Need	90	4	94
3	# Parents complete 5 hours of crisis intervention services	54	2	56
4	# Parents who started Parenting Education (NPP)	28	2	30
5	# Parents who completed Parenting Education (NPP)	22	0	22
OUTCOME TARGETS – Supportive Services and Parent Education		Non-Vet	Vet	Total
6	# Parents who completed 5 hrs of services and decrease their stress by one level	32	2	34
7	# Parents who complete NPP and increase their parenting knowledge by 20%	16	0	16
8	# Parents who complete NPP and reduce their risk for child abuse and neglectful behaviors by one level	16	0	16
9	# Parents who complete NPP and do not enter/re-enter Child Welfare System	16	0	16
OUTPUT TARGETS – Emergency Food Services		Total		
10	# Individuals who receive emergency food from food banks, food pantries, or other nonprofit organizations	94		
OUTCOME TARGETS – Food Security		Total		
11	# Individuals who report increased food security of themselves and their children (household food security) as a result of CNCS-supported service	10		
OUTPUT TARGETS – Information on Health Services		Total		
12	# Individuals who receive information on health insurance, healthcare access, and health benefits programs	64		
OUTCOME TARGETS – Enrolled in Health Insurance/Services		Total		
13	# Individuals who enroll in health insurance, services, and/or benefits programs	30		

PERFORMANCE MEASURE TITLE: STRENGTHENING COMMUNITIES
NEED
Volunteers are prior or current service recipients in the CWSI program. They are also residents of the communities served. They have experienced or seen firsthand the benefits of receiving services and are engaged by the Service Sites to further enhance the services provided. Volunteers will support the Nurturing Parenting Program ("NPP") and provide feedback on current or needed services to best fit the need, help conduct support groups and provide resources, organize Service Site community events, and perform outreach to engage parents in NPP and the array of services.
EXPECTED RESULTS
Recruit, train, supervise, and coordinate volunteers to enhance capacity of Service Site to deliver services and perform outreach to community.
MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS
Target population to recruit is community members including parents, individuals with prior experience in the Child Welfare System, bilingual and racially and ethnically diverse community residents, baby boomers, and disadvantaged youth.
Members will recruit volunteers to serve in both ongoing and one-time capacities. Volunteer activities will include: community, cultural, health, child abuse prevention events and fairs; family bonding nights (such as games or movies); community service projects; and parent support activities. AmeriCorps members spend approximately .5 hours per week in preparation for volunteer recruitment. Preparation activities include: printing and copying materials; gathering supplies and materials; traveling to outreach events and recruitment fairs; and performing data entry.
MEASUREMENT TOOLS
Service Activity Form to collect data on # of volunteers recruited for <u>ongoing</u> activities.
Service Activity Form to collect data on # of volunteers recruited for <u>one-time</u> activities.
Service Activity Form to collect data on # of volunteer hours for <u>ongoing</u> activities.
Service Activity Form to collect data on # of volunteer hours for <u>one-time</u> activities.

PERFORMANCE MEASURES TARGETS – PROGRAM AGGREGATE TARGETS	
OUTPUT TARGETS – Volunteer Recruitment	Total
14 # Volunteers recruited for ongoing activities	425
15 # Volunteers recruited for one-time activities	300
16 # Volunteer hours for ongoing activities	3,000
17 # Volunteer hours for one-time activities	1,000

PERFORMANCE MEASURES TARGETS – SUBCONTRACTOR SPECIFIC TARGETS	
OUTPUT TARGETS – Volunteer Recruitment	Total
14 # Volunteers recruited for ongoing activities	16
15 # Volunteers recruited for one-time activities	12
16 # Volunteer hours for ongoing activities	112
17 # Volunteer hours for one-time activities	38

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 parents at risk for child abuse and neglect.
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
AmeriCorps Orientation: An overview of AmeriCorps and National Service, member benefits, rights, code of conduct, unawarded/prohibited activities, policies and procedures. Review Member Contract, Member Handbook, Performance Measures, and electronic timekeeping.
Core Trainings: Mandated Child Abuse Reporter Training, Professional Boundaries and Confidentiality; Conflict Resolution; Cultural Awareness, Active Citizens, Life after AmeriCorps, Public Speaking, and Team Building including Leadership training.
Required Trainings (first term only): Service Site Orientation, Nurturing Parenting, Case Management, CWSI Basics including resource and referral, and Child Development and Parent-Child Interaction.
National Service Days: Make a Difference Day, MLK Day, and AmeriCorps Week.
Ongoing Hours: Supervision and other site-specific (related to member position); Professional Development; and PCA CA webinars.
MEASUREMENT TOOLS
Training Log and electronic timesheets to collect data on member names, specific topic, and # of 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 participate in 13,572 training hours.	13,572 (1700-hr position = 250 training hrs) (900-hr position = 180 training hrs)	500 hours
OUTCOME TARGETS	PROGRAM OUTCOME TARGETS	SUBCONTRACTOR-SPECIFIC OUTCOME TARGETS
# Members that will increase skills by 10%.	52 of 58	2 member(s)

ATTACHMENT E-1
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.