



AGENDA ITEM NO.
C-14

COUNTY OF HUMBOLDT

For the meeting of: October 6, 2015

Date: August 1, 2015

To: Board of Supervisors

From: Phillip R. Crandall, Director *PRC*
Department of Health and Human Services-Children and Family Services

Subject: Agreement with Redwood Community Action Agency (RCAA) for the AmeriCorps Child Welfare Services (CWS) Improvement Activities Program

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the Agreement with Redwood Community Action Agency (RCAA) for the AmeriCorps Child Welfare Services (CWS) Improvement AmeriCorps Program effective October 1, 2015 for fiscal years 2015-16, 2016-17, and 2017-18; and
2. Authorizes the Chair to execute three (3) originals of the Agreement; and
3. Authorizes the Department of Health and Human Services (DHHS) – Director of Social Services to exercise the first and second options to extend the Agreement for additional one year terms from October 1, 2016 through September 30, 2017 and October 1, 2017 through September 30, 2018.
4. Direct Clerk of the Board to route two (2) originals of the Agreement to the DHHS-Contract Unit.

SOURCE OF FUNDING:

Social Services Fund 1160

Prepared by Rebecca Wissing, Staff Services Analyst II

CAO Approval *Amey Olsen*

REVIEW: Auditor WDM County Counsel HR Personnel _____ Risk Manager JK Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-22; C-18; C-14; C-11; D-8; C-13; C-11; C-14; C-6 and C-9

Meeting of: 12/14/2004; 7/11/2006; 5/15/2007; 10/9/2007; 6/9/2009; 4/27/2010; 1/4/2011; 12/13/2011; 10/23/2012; 10/15/2013 and 9/23/2015

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor Lovelace Seconded by Supervisor Sundberg
 Ayes Sundberg, Lovelace, Fennell, Bohn
 Nays _____
 Abstain _____
 Absent BASS

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: October 6, 2015
 By: Kathy Hayes
 Kathy Hayes, Clerk of the Board

DISCUSSION:

For more than 10 years, AmeriCorps members have served in local Family Resource Centers to assist with connecting families to community resources. DHHS-Children and Family Services contracts with Redwood Community Action Agency (RCAA) that in turn contracts with Prevent Child Abuse California (PCA CA), a statewide consortium of Child Abuse Prevention Councils that facilitates the employment of AmeriCorps members and provides cash match amounts for AmeriCorps salaries.

RCAA will provide the following services:

1. Administer a contract with PCA CA for ten AmeriCorps members.
2. Recruitment, selection, enrollment and retention of AmeriCorps members.
3. Ongoing site and member support.
4. Regular meetings to support members in professional development, regional collaboration and the planning and implementing of service activities.
5. Support to host site agencies regarding member monitoring.
6. Collect required data on behalf of the DHHS-Children & Family Services for payment and administrative record. Data must be delivered on a quarterly basis.

In March 2005, the Board of Supervisors approved the original Agreement with RCAA. Funds from that contract allowed DHHS to recruit AmeriCorps members to positions with local Family Resource Centers and with the DHHS-Children and Family Services (CFS). Since the inception of the program, AmeriCorps workers have assisted in connecting families to community resources and through their conscientious efforts have made a difference for children and families throughout Humboldt County.

The annual program cost for the AmeriCorps program in Humboldt County will be \$272,583. The term of this new AmeriCorps Program Agreement with RCAA is scheduled to run from October 1, 2015 through September 30, 2016 with two - one year option to extend.

In the current proposed Agreement the budget structure as discussed under Exhibit B to the Agreement, includes RCAA's costs to administer the AmeriCorps program, as well as the straight cash match for the salaries of ten (10) AmeriCorps members.

Therefore, DHHS recommends that the Board approves the Agreement with RCAA, authorizes the Chair to sign the Agreement and directs the Clerk of the Board to return two originals of the Agreement to the DHHS-Contracts Unit.

FINANCIAL IMPACT:

Total costs associated for the Agreement with Redwood Community Action Agency (RCAA) for the period of October 1, 2015 through September 30, 2016 is \$272,583. The term of this Agreement is based on a federal fiscal year. This agreement is budgeted in the approved County Budget in Fund 1160, Budget Unit 508- Child Welfare Services, line item 3-112 – New AmeriCorps in the amount of 250,000, for fiscal year 2015-16. The remaining \$22,583.00 will be included in the proposed County Budget for fiscal year 2016-17. There is no impact to the County General Fund.

This Agreement supports the Board's Strategic Framework by protecting vulnerable populations and creating opportunities for improved health and safety.

OTHER AGENCY INVOLVEMENT:

Prevent Child Abuse California and Redwood Community Action Agency

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board can choose not to approve the Agreement with Redwood Community Action Agency (RCAA) but it is not recommended as this would lead to larger impacts on DHHS staff and resources.

ATTACHMENT:

Agreement with RCAA (3 copies).

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 6 day of October, 2015, by and between the County of Humboldt (hereinafter, COUNTY), a political subdivision of the State of California, and Redwood Community Action Agency (hereinafter, CONTRACTOR), a non-profit entity.

RECITALS

WHEREAS, COUNTY through its Department of Health and Human Services (DHHS)-Children and Family Services Division desires to retain CONTRACTOR to provide the following services:

Administration of AmeriCorps grant and to provide the following services;

1. Adhere to the Policy and Procedures of Prevent Child Abuse California and the COUNTY;
2. Work collaboratively with the COUNTY in implementing the AFACTR (Assisting Families to Access Change through Resources) AmeriCorps program; and
3. Recruit, enroll, train, and supervise AmeriCorps members.

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR is an agency with employees qualified to perform such services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES/DESCRIPTION OF SERVICES

CONTRACTOR agrees to provide all of the services described in Exhibit A, consisting of fourteen pages (14) pages including two attachments A-1 consisting of four pages (4) and A-2 consisting of four pages (4), attached hereto and incorporated by reference. Said exhibit describes the work to be performed by CONTRACTOR under this Agreement.

2. NO TERMS NOT INCLUDED:

This agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any all prior agreements of the parties.

3. ENTIRETY OF CONTRACT

This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

4. TERM

This Agreement shall commence upon October 1, 2015 and terminate on September 30, 2016. COUNTY has the option to extend this Agreement upon the same terms and conditions for two (2), one-year (1-year) terms. Said option may be exercised by COUNTY giving CONTRACTOR written notice of its intent to extend the Agreement. The notice shall be in writing and shall be given to CONTRACTOR Thirty (30) days prior to the end of the initial term of the Agreement.

5. COMPENSATION

CONTRACTOR agrees that the total maximum compensation for services and costs under this Agreement shall be a maximum of Two Hundred Seventy-Two Thousand Five Hundred Eighty-Three Dollars (\$272,583.00) as set forth in the Budget attached hereto as Exhibit B, consisting of two (2) pages, and incorporated by reference. The CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount.

6. PAYMENT

- A. CONTRACTOR shall submit an itemized invoice monthly to the COUNTY itemizing all work, services, and activities completed and costs incurred, including but not limited to salaries, benefits, materials, supplies and travel expenses as of the invoice date. Payment for work performed will be made within thirty (30) days after receipt of the invoice.
- B. COUNTY will pay CONTRACTOR all services provided and costs incurred, including but not limited to salaries, benefits, materials, supplies and travel expenses and operational costs. COUNTY shall pay CONTRACTOR within thirty (30) days of the date of invoice.

7. TERMINATION FOR REDUCTION OR LACK OF FUNDING

COUNTY'S obligations under this Agreement are contingent upon the availability of county, State and/or Federal funds. In the event such funding is terminated or reduced, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated or COUNTY'S

maximum obligation reduced. COUNTY shall provide CONTRACTOR seven (7) days written notice of its intent to terminate this Agreement or its intent to reduce its maximum obligation under this Agreement.

8. TERMINATION FOR CAUSE

If, in the opinion of COUNTY, CONTRACTOR fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR an equitable portion of the total remuneration as compensation for the portion of the work deemed acceptable by COUNTY, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach of this Agreement. COUNTY shall be entitled to take possession of all studies, drawings, computations, specifications and reports insofar as they are complete and acceptable to COUNTY.

9. TERMINATION FOR CONVENIENCE

At any time and for any reason, upon thirty (30) days written notice to CONTRACTOR, COUNTY may terminate this Agreement and pay only for those services rendered as of the date when termination is effective.

Notice may be given by delivering a copy of said notice to CONTRACTOR personally, or by mailing a copy of said notice to CONTRACTOR. If mailed, notice shall be deemed received two (2) days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 11, Notices.

10. AMENDMENT

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

11. NOTICES

Notices shall be given to COUNTY at the following address:

Social Services Director
Humboldt County Department of Health & Human Services
507 F Street
Eureka, CA 95501

Notices shall be given to CONTRACTOR at the following address:

Lorey Keele, Executive Director
Redwood Community Action Agency
904 G Street
Eureka, CA 95501

Notice shall be in writing and may be given by delivering a copy of said notice to CONTRACTOR or COUNTY personally, or by mailing a copy of said notice to CONTRACTOR or COUNTY. If mailed, notices shall be deemed received two (2) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

12. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, the party prevailing means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

13. NO WAIVER OF DEFAULT

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

14. BOOK OF RECORD AND AUDIT PROVISIONS

A. CONTRACTOR agrees to coordinate with COUNTY in the performance of this Agreement, timely preparation and maintenance of accurate and complete financial and performance records for a minimum of five (5) years from the date of final payment under this Agreement or until all pending County, State, and Federal audits are completed, whichever is later. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work. In addition CONTRACTOR shall maintain detailed payroll records.

CONTRACTOR agrees to maintain such records locally and make them available for inspection by County, State and Federal representatives, during normal business hours, upon five (5) working days notice.

- B. CONTRACTOR will permit COUNTY, State and/or Federal Government to audit all books, accounts or records relating to this Agreement for the purpose of compliance with applicable audit requirements relative to this Agreement. CONTRACTOR shall provide the COUNTY, State or Federal Governments with any relevant information required and shall permit access to its premises, during normal business hours, upon five (5) days notice.
- C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If CONTRACTOR is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by CONTRACTOR within thirty (30) days of notice.
- D. CONTRACTOR'S rights and obligations under this provision shall continue after termination of the Agreement.

15. REPORTING:

CONTRACTOR agrees to provide COUNTY with any reports that may be required by County, State or Federal agencies for compliance with this Agreement.

16. MONITORING:

CONTRACTOR agrees to extend to DHHS Director or designees, the right to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR'S programs in order to ensure compliance with the terms and conditions of this Agreement.

17. ASSIGNMENT

Neither party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

18. SUBCONTRACTING

CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior written approval of COUNTY.

19. RELATIONSHIP OF PARTIES

CONTRACTOR shall perform all work and services as described herein

as an independent CONTRACTOR. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to Workers' Compensation Benefits, available or granted to employees of COUNTY. CONTRACTOR shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between COUNTY and CONTRACTOR.

20. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONTRACTOR certifies by its signature below that CONTRACTOR is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a nuclear weapons contractor.

21. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall comply with any and all applicable Federal, State and local laws affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

22. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

23. NONDISCRIMINATORY DELIVERY OF SOCIAL SERVICES

CONTRACTOR agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; Title II of the Americans With Disabilities Act of 1990, as amended; the Age Discrimination Act of 1972, as amended; the Food Stamp Act of 1977, as amended; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 4450 et seq as amended and other applicable Federal and State laws and their implementing regulations, all as outlined in California DSS Manual Division 21. The CONTRACTOR agrees to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, religion or religious creed,

color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal or State financial assistance.

The COUNTY reserves the right to monitor the CONTRACTOR for compliance with the requirements of this paragraph and Division 21.

24. NONDISCRIMINATORY EMPLOYMENT

In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. This policy does not require the employment of unqualified persons.

CONTRACTOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable Federal and State laws to ensure that employment practices are non-discriminatory.

CONTRACTOR shall comply with United States Executive Order 11246, entitled "Equal Employment Opportunity." United States Executive Order 11375 and supplemented in 45 CFR, Part 60, amends this. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

25. CONFIDENTIAL INFORMATION

In the performance of this Agreement, CONTRACTOR may receive confidential information. Said information may be confidential under the laws of California, including but not limited to Welfare and Institutions Code Sections 827, 10850; Division 19 California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information; and/or the laws of the United States. CONTRACTOR shall

comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.

26. INSURANCE

- A. This contract/agreement shall not be executed by COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting CONTRACTOR'S indemnification provided herein, CONTRACTOR shall, and shall require any of its subcontractors, to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII, or its equivalent, against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, employees or subcontractors:
- (1) Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
 - (2) Automobile/Motor liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all "owned," "hired," and "non owned" vehicles or coverage for "any auto".
 - (3) Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than one million dollars per accident for bodily injury and disease.

- (4) Professional liability insurance/errors and omission coverage including coverage in an amount no less than One Million Dollars (\$1,000,000) for each occurrence (Three Million Dollars (\$3,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. Contractor shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.
- (5) Insurance Notices:

County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

C. **Special Insurance Requirements.** Said policies shall unless otherwise specified herein be endorsed with, the following provisions:

- (1) The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
 - c. Is primary insurance as regards to County of Humboldt.
 - d. Does not contain a pro-rata, excess only, and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.

- (2) The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 11. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
- (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- (4) For claims related to this project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
- (5) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
- (6) CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.
- (7) COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONTRACTOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

27. HOLD HARMLESS/INDEMNIFICATION CLAUSE

- A. CONTRACTOR shall hold harmless, defend and indemnify the COUNTY and its officers, officials, employees, volunteers and elective and appointive boards from and against any and all liability loss, all claims, losses, damages, including damage expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services.
- B. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.

28. MEDIA RELEASE

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, CONTRACTOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the Director of the County Department of Health and Human Services or his designee.

29. STANDARD OF PRACTICE

CONTRACTOR warrants that CONTRACTOR has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR'S duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

30. BINDING EFFECT

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

31. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any

court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

32. INTERPRETATIONS

As both parties jointly prepared this Agreement, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

33. RESTRICTIONS, LIMITATIONS OR CONDITIONS

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State governments that may affect the provisions, terms or funding of this Agreement.

34. COUNTY RESPONSIBILITIES

COUNTY shall provide the services described herein. The COUNTY shall provide all of the services described in Exhibit C, consisting of one (1) page, which is attached hereto and incorporated by reference. Said exhibit describes the responsibilities and services to be performed by COUNTY under this agreement.

35. LICENSING

CONTRACTOR shall maintain the appropriate licenses throughout the life of this Agreement.

36. TITLE

It is understood that any and all documents, information, and reports concerning this project prepared by and/or submitted by CONTRACTOR shall be the property of COUNTY. CONTRACTOR may retain reproducible copies of drawings and copies of other documents. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writing and documents to COUNTY without exception or reservation.

37. REFERENCE TO LAWS AND RULES

In the event any law, regulation or policy referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first herein above written.

KATHY HAYES
Clerk of the Board of Supervisors of the County of Humboldt, State of California

By: *Craig Danne*

APPROVED AS TO INSURANCE:

R. H. [Signature]
Risk Manager

COUNTY OF HUMBOLDT:

Estelle J. Fenell
Chair, of the Board of Supervisors

CONTRACTOR:

Val [Signature]
Name

DE [Signature]
Name

Executive Director
Title

FISCAL DIRECTOR
Title

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

EXHIBIT A
Redwood Community Action Agency (Contractor)
SCOPE OF SERVICES

A. Monitoring and Oversight

- 1) Redwood Community Action Agency (hereinafter, CONTRACTOR) as the grantee for Prevent Child Abuse California (PCA CA) will follow and adhere to the various regulations that govern the AmeriCorps program, as well as this Contract. If the CONTRACTOR places AmeriCorps members at service site agencies, the CONTRACTOR is responsible for ensuring that service site agencies follow these regulations.
- 2) If CONTRACTOR subcontracts with another organization to either administer or host members, the subcontract must contain 45 CFR Chapter XXV, the 2015/2016 AmeriCorps Provisions, site visit information, data collection/reporting policies and procedures, and PCA CA's progressive discipline policy and procedure. CONTRACTOR must provide copy of all executed subcontracts to PCA CA.
- 3) The CONTRACTOR will establish and maintain strong collaboration with PCA CA and the COUNTY.
- 4) The CONTRACTOR will establish and maintain strong collaboration with service site agencies by clearly defining the roles and responsibilities of the service site agency and the COUNTY.
- 5) The CONTRACTOR will communicate with the COUNTY regarding matters concerning this agreement.

B. Recruitment of AmeriCorps Members

Prior to the enrollment of an AmeriCorps Member:

- 1) CONTRACTOR (or its subcontractor) agrees to actively seek potential AmeriCorps members from the community in which the program will be conducted utilizing inclusive recruitment practices. Further, CONTRACTOR (or its subcontractor) also agrees to actively seek to include AmeriCorps members of different:
 - a) races and ethnicities,
 - b) socioeconomic backgrounds,
 - c) educational levels, and
 - d) genders.
- 2) CONTRACTOR (or its subcontractor) 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))).
- 3) CONTRACTOR must obtain and maintain documentation demonstrating its AmeriCorps members' eligibility to serve and regarding the successful completion of terms of service. (See 45 CFR Chapter XXV Section 2522.200 for specific requirements.) CONTRACTOR must submit a copy of the document used to verify eligibility to PCA CA prior to approval of the member's enrollment.

- 4) CONTRACTOR (or its subcontractor) shall attempt to verify if an AmeriCorps applicant has previously served or is currently serving in another AmeriCorps program.
- 5) CONTRACTOR (or its subcontractor) must obtain and submit eligibility documentation for each AmeriCorps applicant to PCA CA, along with the Enrollment Notification Form and Acknowledgement/Authorization to Conduct National Service Criminal History Check Memo.
- 6) CONTRACTOR will provide any information regarding recruitment of AmeriCorps Members to the COUNTY upon request.

C. Enrollment and Retention of AmeriCorps Members

During enrollment starting October 1, 2015 and for the duration of the AmeriCorps Members service commitment:

- 1) CONTRACTOR is required to recruit the number of AmeriCorps members listed in Exhibit B of this Contract and retain them for the duration of their service commitment.
- 2) CONTRACTOR (or its subcontractor) must initiate invitations to serve within the My AmeriCorps system, and ensure that selected applicants accept said invitations no less than five (5) business days prior to the anticipated start date of the applicant's term of service.
- 3) CONTRACTOR (or its subcontractor) will review and obtain AmeriCorps Member signatures on Member Contracts before the first day of service.
- 4) CONTRACTOR (or its subcontractor) must provide AmeriCorps members with the then-current version of the AmeriCorps Member Handbook.
- 5) CONTRACTOR (or its subcontractor) will respond to questions posed by AmeriCorps Members, provide clarification, and/or seek assistance from PCA CA and the COUNTY.
- 6) CONTRACTOR will provide any information regarding the enrollment and retention of AmeriCorps Members to the COUNTY upon request.

D. Member Files

- 1) CONTRACTOR will ensure that AmeriCorps members read and sign all documents contained therein on or before the AmeriCorps member's start date.
- 2) CONTRACTOR (or its subcontractor) will send, or cause to be sent, the original member file to PCA CA within ten (10) calendar days of the AmeriCorps members' enrollment. CONTRACTOR (or its subcontractor) will maintain a copy of the Member File including copies of all documentation subsequent to the AmeriCorps members' enrollment, and will continue to send, or cause to be sent, all original subsequent documentation to PCA CA.
- 3) Notwithstanding the above, CONTRACTOR (or its subcontractor) will submit the following documentation by fax or e-mail no less than five (5) business days prior to the first day of the member's service:

- a) AmeriCorps Enrollment form,
 - b) Signature page of member contract,
 - c) Form W-4, and
 - d) AmeriCorps Benefits Form, for AmeriCorps members that elect health care coverage.
- 4) CONTRACTOR (or its subcontractor) will submit all necessary member documentation accumulated during the AmeriCorps member's term of service to PCA CA for record-keeping purposes.
 - 5) CONTRACTOR will provide any requested information to the COUNTY upon request concerning member files.

E. Supervision and Support of AmeriCorps Members

- 1) CONTRACTOR (or its subcontractor) must provide AmeriCorps members with supervision.
- 2) CONTRACTOR (or its subcontractor) must ensure that each AmeriCorps member has sufficient opportunity to complete the required number of hours to qualify for a post-service education award.
- 3) CONTRACTOR (or its subcontractor) must follow the progressive discipline process outlined in Attachment A-1 of this Contract.
- 4) CONTRACTOR will provide any requested information to the COUNTY upon request concerning supervision and support of AmeriCorps Members.

F. AmeriCorps Member Benefits

- 1) PCA CA will pay a living allowance to each AmeriCorps member, as determined by CONTRACTOR (or its subcontractor) within the tier structure established by PCA CA, and as delineated in each AmeriCorps member's Member Contract.
- 2) CONTRACTOR (or its subcontractor) will assist members in determining eligibility and provide opportunity to elect or decline health care and child care benefits.
- 3) CONTRACTOR (or its subcontractor) will inform PCA CA immediately following any change in an AmeriCorps Member's eligibility for benefits.
- 4) PCA CA will pay FICA and administer Workers' Compensation benefits for AmeriCorps members.
- 5) CONTRACTOR will provide any requested information to the COUNTY upon request concerning member benefits.

G. Documenting AmeriCorps Member Time and Attendance

- 1) CONTRACTOR (or its subcontractor) will ensure that AmeriCorps members have entered their timesheets by the "approved by" date for each pay period as listed on the PCA CA AmeriCorps Living Allowance Schedule, and subsequently approve said timesheets within the same time frame.

- 2) CONTRACTOR (or its subcontractor) will certify that hours listed are true, correct, and substantiated.
- 3) AmeriCorps member hours that cannot be verified will not be included toward the completion of an AmeriCorps member's term of service.
- 4) AmeriCorps members may not accrue service hours during a period of suspension.
- 5) CONTRACTOR will provide any requested information to the COUNTY upon request concerning documenting AmeriCorps Member time and attendance.

H. AmeriCorps Member Exit

- 1) CONTRACTOR (or its subcontractor) will monitor and ensure that AmeriCorps members who successfully complete their term of service initiate the exit process in My AmeriCorps within twenty (20) calendar days of the AmeriCorps member ending service.
- 2) If an AmeriCorps member does not successfully complete their term of service, CONTRACTOR (or its subcontractor) will submit the following information to PCA CA and the COUNTY within five (5) business days of said AmeriCorps member's last day of service:
 - a) AmeriCorps Exit Form,
 - b) Final Performance Evaluation, and
 - c) Any other relevant documentation.
- 3) CONTRACTOR will provide any requested information to the COUNTY upon request concerning AmeriCorps Member exit.

I. Data Collection and Reporting

- 1) CONTRACTOR (or its subcontractor) is responsible for reporting to PCA CA data collected through services CONTRACTOR (or its subcontractor) provides under this Contract, and is responsible for making an equitable contribution to the achievement of the aggregate targets as listed in Attachment A-2, Performance Measures.
- 2) CONTRACTOR will coordinate data collection across all of its service sites and submit said data to PCA CA by the tenth business day following the month in which the data was collected, or alternative timeframe based on PCA CA reporting requirements, whichever is sooner.
- 3) CONTRACTOR (or its 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 three (3) years after PCA CA submits its final expenditure report for the grant period which encompasses the term of this Contract; unless a longer period of records retention is stipulated.
- 4) CONTRACTOR will provide to the COUNTY the name, referral number and referral dates of all families provided with at least twenty (20) hours of services by an AmeriCorps member in order to track recidivism within fourteen (14) calendar days of the due date.

- 5) CONTRACTOR will provide any requested information to the COUNTY upon request concerning data collection and reporting.

J. Training and Member Development

- 1) CONTRACTOR will ensure that its AmeriCorps members spend an aggregate total of no more than twenty (20) percent of all allocated member hours in training and member development.
- 2) CONTRACTOR (or its subcontractor) will ensure that each of its AmeriCorps members attend the PCA CA member orientation and receives a site specific orientation that begins within the first five (5) calendar days of service.
- 3) CONTRACTOR (or its subcontractor) will identify training topics and trainers, develop a training schedule, and coordinate trainings for AmeriCorps members.
- 4) CONTRACTOR will provide any requested information to the COUNTY upon request concerning training and member development.

K. AmeriCorps Member Performance Reviews

- 1) CONTRACTOR (or its subcontractor) will conduct and keep a record of at least three (3) written reviews of each AmeriCorps member's performance:
 - a) Initial Performance Assessment conducted within the first five (5) calendar days of the member's service
 - b) Mid-term Performance Review
A mid-term Performance Review is not required for an AmeriCorps member whose term of service ends prior to the midpoint of their contracted service period.
 - c) End-of-term Performance Review.
- 2) CONTRACTOR will provide any requested information to the COUNTY upon request concerning AmeriCorps Member performance reviews.

L. Special Events

- 1) CONTRACTOR (or its subcontractor) will conduct a swearing-in ceremony for all members. The AmeriCorps Pledge must be administered as part of the swearing-in ceremony.
- 2) CONTRACTOR (or its subcontractor) will conduct a graduation ceremony for all members.
- 3) CONTRACTOR (or its subcontractor) must ensure that all AmeriCorps members participate in National Service Days, including:
 - a) Make a Difference Day
 - b) Martin Luther King Day of Service or Cesar Chavez Day of Service and Learning
 - c) AmeriCorps Week
 - d) 9/11 Day of Service and Remembrance
- 4) CONTRACTOR will provide any requested information to the COUNTY upon request concerning Special Events

M. National Service Identification

- 1) CONTRACTOR (or its subcontractor) will identify the Child Welfare System Improvement AmeriCorps program as part of a larger national effort and participate in activities such as service days, and conferences designed to promote a national identity for all AmeriCorps programs and participants. This provision does not preclude CONTRACTOR (or its subcontractor) from continuing to use its own name as the primary identification, or from using its name, logo, or other identifying materials on uniforms or other items.
- 2) CONTRACTOR (or its subcontractor) will ensure that all members wear the AmeriCorps logo or service uniform/gear and be clearly identified as AmeriCorps members while accruing hours for serving or participating in member development.
- 3) CONTRACTOR will provide any requested information to the COUNTY upon request concerning National Service Identification.

N. eGrants/My AmeriCorps Web Based Reporting

- 1) CONTRACTOR will provide PCA CA with a list of eGrants/My AmeriCorps users. Any additions or deletions must be communicated in writing to PCA CA.
- 2) CONTRACTOR will provide any requested information to the COUNTY upon request concerning eGrants/My AmeriCorps web based reporting.

ATTACHMENT A-1
Redwood Community Action Agency
PROGRESSIVE DISCIPLINE POLICY & PROCEDURE

In the unfortunate situation when coaching is not appropriate or adequate due to the severity or consistency of an AmeriCorps member's breach of program standards, progressive discipline may be called for. Always contact your project manager when faced with a progressive discipline situation. The objectives for using progressive discipline are to:

- 1) Establish requirements for behavior and performance;
- 2) Ensure the policies and procedures set forth by this program and the Service Sites are followed, including a uniform and fair level of consequences for failure to follow them;
- 3) Maintain communication between the AmeriCorps member, the Service Site Supervisor, CONTRACTOR, and PCA CA;
- 4) Create a "win-win" environment for both member and supervisor;
- 5) Establish timeframes for improvement of behavior and performance; and
- 6) Establish consequences for behavior and performance if there is no improvement and program standards are still not being met.

The PCA CA AmeriCorps Program may discipline members at will, through verbal warnings, written warnings, corrective action plans, or suspension without living allowance or credit for service hours missed. Supervisors may commence progressive discipline procedures for violations of AmeriCorps Member Requirements, rules of the Service Site, or the member's inability or unwillingness to follow through on Corrective Action Plans.

Members will be advised that if behaviors and/or performance do not improve to the degree of meeting the set standard, members are jeopardizing their position with the PCA CA AmeriCorps Program. In addition, members are jeopardizing their education award. It is the goal of the PCA CA AmeriCorps Program to provide clear communication with members so that each member can correct and thereby improve their behavior and/or performance.

Step 1: Verbal Warning

A verbal warning may or may not be applicable in all situations. A verbal warning may be appropriate for a first-time, minor infraction of a PCA CA AmeriCorps Program policy or procedure. The procedure for the verbal warning is:

- 1) State the unacceptable behavior or situation referring to the PCA CA AmeriCorps Member Handbook.
- 2) State how the behavior or situation is to be corrected, and give a time frame for improvement.
- 3) Advise the member of the consequences if the behavior or situation is not corrected.

Step 2: Written Warning Notification

If the behavior or situation becomes a pattern after at least one coaching session, a

written warning is the next step in informing the member that this behavior/situation is unacceptable. CONTRACTOR and PCA CA will be notified and involved if a member is at the disciplinary level of a written warning. Service Sites must use the Corrective Action form provided in the PCA CA Program Operations Manual.

The written warning instructs the member that the behavior or situation must be corrected within a designated timeframe. The procedure for the written warning is:

- 1) Establish the seriousness of the behavior or situation;
- 2) Provide verbal and written communication directly to the member;
- 3) State the unacceptable behavior or situation referring to the PCA CA AmeriCorps Member Handbook;
- 4) State how the behavior or situation is to be corrected, and give a time frame for improvement;
- 5) Advise the member of the consequences if the behavior or situation is not corrected; and the
- 6) Member must sign, date and receive a copy of the Written Warning Notification.

Step 3: Suspension

Depending on the nature of the situation, member suspension may be necessary. An individual may not receive a living allowance or other benefits during a period of suspension if it covers the time span of an entire living allowance period.

In all situations where suspension is likely to occur, the PCA CA Project Manager will be notified. The procedure for suspension is:

- 1) Establish the seriousness of the behavior or situation. Based on severity, the supervisor has the discretion to suspend the member from service until instruction has been obtained from PCA CA.
- 2) Contact PCA CA Project Manager for instruction.
- 3) Provide verbal and written communication directly to the member.
- 4) State the unacceptable behavior or situation referring to the PCA CA AmeriCorps Member Handbook.
- 5) State how the behavior or situation is to be corrected, and give a time frame for improvement.
- 6) Advise the member of the consequences if the behavior or situation is not corrected.
- 7) Initiate the suspension in the web based reporting system.

Step 4: Pre-Termination Notice

When a behavior or situation has not been corrected, or when a single breach of program standards is sufficiently serious, the Service Site Supervisor, with the CONTRACTOR, will issue a Pre-Termination Notice to the member verbally and in writing. PCA CA Project Managers will also be notified of the Pre-Termination Notice.

The procedure for the pre-termination notice is:

- 1) Describe the unacceptable behavior or situation;
- 2) Provide a time frame for results to be achieved in order for the member to continue as a member of the PCA CA AmeriCorps Program; and

- 3) Informing the member of the consequences if the member does not correct the behavior or situation set forth in the progressive discipline notice (including termination from the PCA CA AmeriCorps Program).
- 4) Sign and date the Pre-Termination Notice, obtain member signature and date, and give member a copy of the notice.
- 5) If attempts to contact the AmeriCorps member are unsuccessful, then the pre-termination letter will be sent certified mail/return receipt requested to the address on file for the AmeriCorps member.

Step 5: Termination Notice

When a behavior or performance situation has not been corrected in accordance with the Pre-Termination Notice, a member may receive a Termination Notice. The procedure for the termination notice is:

- 1) Obtain prior approval for the termination. This approval must be granted by authorized personnel of the CONTRACTOR and PCA CA.
- 2) A termination notice must describe the unacceptable behavior or situation, the attempts to provide coaching and progressive discipline, and state that the consequence is termination from the PCA CA AmeriCorps Program.
- 3) A meeting must be scheduled between the member, Service Site and CONTRACTOR to review the termination letter and for all parties to sign and receive a copy.
- 4) If attempts to contact the AmeriCorps member are unsuccessful, then the termination letter will be sent certified mail/return receipt requested to the address on file for the AmeriCorps member.
- 5) When the member has completed the termination paperwork, their final stipend check, if applicable, will be requested and forwarded to the member.

The above Progressive Discipline procedure and Corrective Action Plan should be used with members for most disciplinary matters. If a member is violent, endangers other members, staff, or service recipients, falsifies documents, or intentionally violates a prohibited activity, he/she may be suspended and/or terminated for cause, depending on the nature and severity of the behavior. CONTRACTOR should PCA CA Project Manager in all of these cases.

Release from Term of Service for Cause

The member may be suspended without pay until an investigation of the situation takes place and/or other progressive discipline methods have been explored. Depending on the individual situation, the Service Site Supervisor may need to take appropriate measures, including immediate action for safety purposes. The following is not an all-inclusive list, but a general guideline of unusual, grave, or dangerous situations which may necessitate terminating the member:

- 1) Actual or suspected behavior that results in concern about the safety of a child or other people in the service setting;
- 2) Not following the directions or instructions communicated by the Service Site supervisor or designated staff;
- 3) Verbal or written threats to anyone at the Service Site or while serving;

- 4) Fighting (physical or verbal) during service;
- 5) Falsification of employment and education verification and information;
- 6) Falsification on any and all records and documents used by the Lead Agency, Service Site, or in the PCA CA AmeriCorps Program, including, but not limited to: program documentation, child care documents, enrollment verification documents, medical releases/records, criminal background, service hour logs;
- 7) Use of abusive language;
- 8) Violation of safety rules;
- 9) Stealing/taking AmeriCorps of Service Site's property or property of another;
- 10) Breach of confidentiality;
- 11) Violation of rules of common decency, morality, or gross insubordination;
- 12) Accusal or suspicion of child abuse;
- 13) Receipt of Subsequent Arrest Notification from the Department of Justice (DOJ);
- 14) Charged or convicted of a misdemeanor, or
- 15) Charged with a felony.

Members released for cause will not receive any portion of the education award.

Resumption of Service after Release

Any individual released for cause who wishes to reapply to the program from which he/she was released, or to any other AmeriCorps program is required to disclose the release to that program. Failure to disclose to an AmeriCorps program will render the member ineligible to receive the AmeriCorps education award, even if the member has successfully completed the term of service.

ATTACHMENT A-2
Redwood Community Action Agency's AFACTR Program
PERFORMANCE MEASURES

Primary performance measure: Prevent Child Abuse and Neglect

1. Output
 - a) Families will receive family support services.
 - b) Families will receive information on health insurance, health care access, and health benefits programs
2. Intermediate outcome
 - a) Families will increase protective factors
 - b) Families will not enter/re-enter the Child Welfare System
3. Excel Spreadsheet quarterly to DHHS with the following data:
 - a) Number of case managed individuals to whom the member provided home visits and the average number of home visits per individual
 - b) Number of case managed families to whom the member provided home visit including the number of home visits per family
 - c) Number of completed pre-assessments for families utilizing the Family Development Matrix (FDM)
 - d) Number of family cases carried by each member at the end of each quarter
 - e) Number of unduplicated families rated as high need on their pre-assessment including how many engaged.
 - f) Number of clients who received assistance in applying for the following services: housing/shelter, employment
 - g) Number of unduplicated families receiving assistance in obtaining the following services: counseling; child care; parenting skills and education; monetary support; gas vouchers; bus passes; restraining orders; other legal support
 - h) Number of unduplicated families who received support services for; reporting child abuse (neglect, emotional, sexual and physical); family court; translation; crisis intervention; parent support; parenting skills and education; social networking; information and referral
 - i) Number of unduplicated families who received transportation assistance by AFACTR members for: court appointments; social appointments; medical appointments; child visitation
 - j) Number of unduplicated Differential Response and non Differential Response families engaged in services
 - k) Number of unduplicated families who took the FDM pre-assessment, number who took the post assessment and how many improved, stayed the same or declined
4. Member activities to achieve expected results
 - a) Members will provide one-on-one home visitation and case managed support services to families referred to the site

- b) Members will initiate contact and begin to build relationships with the family, scheduling meetings either at the family's home, Family Resource Center (FRC), or other community based location
 - c) Member will complete a pre-assessment utilizing the FDM, assessing families for risk areas to address for further support. Support services can be delivered through a home visit, FRC, or at Community Based Organizations (CBO) individually or in group activities
 - d) Members will provide services in the following areas: crisis intervention; information and referrals; parenting skills and education; parenting support; and social networking
 - e) Each member will work with, on average, twenty-five (25) families a term. The core participant families will receive approximately five (5) hours of crisis intervention and two (2) hours of research and referrals
 - f) Once a member provides the core participant dosage of five (5) hours of crisis intervention and two (2) hours of research and referrals, the FDM post assessment will be administered
5. Measurement Tools
- a) Service Activity Form
 - i. Used to collect data on the number of families who receive family support services, the number who participate in FRC activities and the number of referrals provided for health insurance, health care access, and health benefits programs.
 - ii. Completed by AmeriCorps Members and submitted once a month.
 - b) Family Development Matrix
 - i. Used to collect data on a family's protective factors in five key child abuse and neglect areas.
 - ii. Completed by AmeriCorps Members & Supervisors two times per family, once at initiation of service (pre-data collection) after the second contact, and once at the end of service after required participant dosage of service (post data collection).
 - c) CWS Improvement Recidivism Tool
 - i. Used to collect data on the number of families entering/re-entering the Child Welfare System.
 - ii. Completed by County Child Welfare Department and/or CWSI Partners once per year.
6. Primary Performance Measure Targets
- a) Five hundred and fifteen (515) of the Family Resource Center's families will receive family support services.
 - b) One hundred and two (102) of the Family Resource Center's core families who were pre-assessed as vulnerable for child abuse and neglect will increase families' protective factors by five (5) percent.
 - c) Two hundred and five (205) of the FRC's high need families will receive family support services.
 - d) Two hundred and five (205) of the FRC's families will receive information on health insurance, health care access, and health benefits programs.

- e) Fifty (50) percent of families who complete five (5) hours of service will decrease stress level by one (1)
- f) Sixty (60) percent of families who complete ten (10) hours of service will decrease stress level by one (1)
- g) Ten (10) percent increase of unduplicated DR families engaged in services over the previous contract year

Secondary Performance Measure: Member Development

- 1. Output
 - a) Members receive training to provide quality service to the community and develop skills to perform their service activities
- 2. Outcome
 - a) Members increase knowledge and skills in engagement of DR clients
 - b) Members increase knowledge and skills, gain insight into the community, and experience the power of national service
- 3. Member activities and training to achieve expected results
 - a) Orientation
 - i. Six (6) hours delivered by RCAA, PCA CA and partner sites
 - 1. PCA CA/AmeriCorps Orientation (4 hours)
 - 2. RCAA's Community Resources Training (2 hours)
 - ii. Partner Site orientation (32 hours)
 - b) Ongoing Training
 - i. Site specific trainings related to member position
 - ii. Supervision/coaching and team meetings
 - iii. Professional Development trainings in the following areas (delivered by partner sites and/or local community partnerships)
 - 3. Skill building to Increase Effectiveness of Services and Practices
 - 4. Family Engagement and Family Strengthening
 - 5. Preventing Child Abuse and Neglect
 - 6. Nurturing Parenting Program Curriculum
 - c) PCA CA Core (delivered by PCA CA and partner sites)
 - i. Professional Boundaries and Confidentiality (3 hours)
 - ii. Conflict Resolution (3 hours)
 - iii. Child Development and Parent-Child Interaction (6 hours)
 - iv. Nurturing Parenting (24 hours)
 - v. Team Building (3 hours)
 - vi. Cultural Awareness (3 hours)
 - vii. Public Speaking (3 hours)
 - d) RCAA
 - i. Active Citizens (6 hours)
 - ii. Life After AmeriCorps (3 hours)
 - iii. Home visiting (3 hours)

- iv. Case Management (3 hours)
 - v. Mandated Child Abuse Reporter Training (3 hours)
 - vi. Community Resources (3 hours)
4. CWS I Basic Training (3 hours) Measurement Tools
- i. Employee timesheets to collect data on number of member and number of hours
 - ii. Member Performance review to collect data on member skill increases. Administered by Member Supervisor three times per year
5. Secondary Performance Measure Targets
- a) Ten (10) of Redwood Community Action Agency's members will participate in 1006 training hours.
 - b) Ten (10) of Redwood Community Action Agency's members will increase skills by ten (10) percent.
 - c) Nine (9) of Redwood Community Action Agency's members will be successful in completing 1700 hours of service and member development in twelve (12) months.

EXHIBIT B				
Redwood Community Action Agency				
BUDGET				
Grant:	CWS REDESIGN	AFACTR		Program Year:
Lead Agency:	Redwood Community Action Agency			2015-2016
FT Members:	10			
Budget Start Date:	10/1/15		Budget End Date:	9/30/2016
A. Personnel Expenses				
TYPE	QTY	CONTRACT YEAR SALARY	% TIME (FTE)	Calculation
Program Director	1	\$ 63,190	33.00%	\$ 20,853
Program Coordinator	1	\$ 37,808	80.00%	\$ 30,247
Subtotal				\$ 51,100
B. Personnel Fringe Benefits				
TYPE			%	Calculation
FICA/Medicare			7.65%	\$ 3,909
Unemployment Insurance			4.00%	\$ 2,044
Workers Compensation			1.20%	\$ 613
Health Insurance (medical, vision and dental)				\$ 16,860
Retirement			3.00%	\$ 1,533
Vacation accrual			6.00%	\$ 3,066
Subtotal				\$ 28,025
C.1. Staff Travel to PCA CA Conference				
		AIR FARE		Calculation
Public Transportation		375		\$ 375
		MILES	RATE	
Mileage		60	\$ 0.500	\$ 30
		DAYS	RATE	
Per Diem		3	\$ 40.00	\$ 120
		NIGHTS	ROOMS	RATE
Lodging		3	1	\$ 84.00 \$ 252
Subtotal				\$ 777
C.2. Other Staff Travel				
		MILES	RATE	Calculation
Mileage - Staff travel for mileage to and from site visits, trainings and		1200	\$ 0.500	\$ 600
Subtotal				\$ 600
C.3. Member Travel				
TYPE		MILES	RATE	Calculation
Mileage - Member travel for service related mileage transporting clients.		20000	\$ 0.500	\$ 10,000
Subtotal				\$ 10,000
D. Staff Training (excluding travel costs)				
TRAINING	QTY	AMOUNT	# MONTHS	Calculation
Professional development trainings	4	\$ 75.00		\$ 300
Subtotal				\$ 300

E. Member Training (excluding travel costs)				
TRAINING	QTY	AMOUNT	# MONTHS	Calculation
Member orientation and retreat	2	\$ 250.00		\$ 500
Member development trainings, meetings and process groups	22	\$ 60.00		\$ 1,320
			Subtotal	\$ 1,820
F. Other Program Operating Costs				
TYPE	QTY	AMOUNT	# MONTHS	Calculation
Fingerprinting/DMV	10	\$ 35.00	1	\$ 350
Member recruitment advertising	2	\$ 60.00	4	\$ 480
Member recognition event	29	\$ 17.00	1	\$ 493
Telephone/Internet/Communications	1	\$ 50.00	12	\$ 600
Postage/Shipping	1	\$ 19.16	12	\$ 230
Printing/Duplication	1	\$ 20.00	10	\$ 200
General Program/Agency Insurance	1	\$ 75.00	12	\$ 900
Office Supplies	1	\$ 15.00	12	\$ 180
Space	1	\$ 260.00	12	\$ 3,120
Utilities	1	\$ 75.00	12	\$ 900
Copier rental and maintenance	1	\$ 36.00	12	\$ 432
			Subtotal	\$ 7,885
G. Cash Match Contribution				
TYPE	QTY	AMOUNT	# MONTHS	Calculation
Cash Match Contribution	10	\$ 15,700.00	1	\$ 157,000
			Subtotal	\$ 157,000
Direct Program Operations Cost (A, B, C, D, E, F):				\$ 100,507
RCAA Program Administrative Costs at 15%:				\$ 15,076
Cash Match Contribution (G):				\$ 157,000
Total Program Costs:				\$ 272,583

EXHIBIT C
County of Humboldt (COUNTY)
SCOPE OF WORK

- 1) The COUNTY will establish and maintain strong collaboration with service site agencies and the CONTRACTOR by clearly defining the roles and responsibilities of the service site agency and the CONTRACTOR.
- 2) The services shall be performed at the FRC locations
- 3) The services shall be provided as per term of agreement.
- 4) The COUNTY will provide the CONTRACTOR with information concerning regularly scheduled trainings appropriate for AFACTR members.
- 5) Representatives authorized to execute grant during the term of this agreement are the Humboldt County Board of Supervisors and :

Agency: Department of Health & Human Services – Children & Family Services	Agency: Redwood Community Action Agency
Name: Stephanie Weldon	Name: Lorey Keele
Title: Social Services Director, DHHS	Title: Executive Director
Phone: (707) 476-4700	Phone: (707) 269-2001
Fax: (707) 441-2096	Fax: (707) 445-0884
E-mail: sweldon@co.humboldt.ca.us	E-mail: afactr@rcaa.org