

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
REDWOOD COMMUNITY ACTION AGENCY**

This Agreement, entered into this 9 day of April, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Redwood Community Action Agency, a California non-profit entity, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Social Services ("DHHS – Social Services"), desires to retain the services of 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, training, 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 has represented that it is qualified to perform such services; and

WHEREAS, this Agreement is intended to have a retroactive effect.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS – Child Welfare Services Director or designee thereof, hereinafter referred to as "CWS Director." COUNTY Scope of Work is Exhibit C.

2. TERM:

This Agreement shall begin on October 1, 2018 and shall remain in full force and effect until September 30, 2019, unless sooner terminated as provided herein. 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.

3. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder 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 applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Three Hundred Fifteen Thousand Eight Hundred Thirty Three Dollars (\$315,833.00) per one year term. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum dollar amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, CWS Director

and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Child Welfare Services  
Attention: Financial Services  
507 F Street  
Eureka, California 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Social Services  
Attention: Director  
507 F Street  
Eureka, California 95501

CONTRACTOR: Redwood Community Action Agency  
Attention: Val Martinez, Executive Director  
904 G Street  
Eureka, California 95501

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of

three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances

consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of race, religion or religious creed, color, age (over forty (40) years of age), 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), political affiliation, military service or any other classifications protected by local, state or federal laws or regulations. COUNTY reserves the right to monitor the CONTRACTOR's provision of services in order to ensure compliance with the requirements of this section.
- B. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), 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), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it 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 subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
  - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
  - 2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of

the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees 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 Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
  3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
  4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.



- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, 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 COUNTY, its agents, 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 as "XCU Hazards."
    - c. Is the primary insurance with regard to COUNTY.
    - 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 above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  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 Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, 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. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) 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 thereof. COUNTY is also hereby authorized with



the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

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 above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

CONTRACTOR: Redwood Community Action Agency  
Attention: Val Martinez, Executive Director  
904 G Street  
Eureka, California 95501

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure 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.

20. PROTOCOLS:

Both parties recognize that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by CWS Director and CONTRACTOR.

21. 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.

22. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONTRACTOR to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

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 permitted assigns.

24. 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 CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

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27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it 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.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

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

30. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to CWS Director.

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts will be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security, indemnity, and confidentiality requirements provided herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

32. 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 the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" 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.

33. SURVIVAL:

The duties and obligations of the parties set forth in Section 3D – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of 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 and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be

one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.


[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.


**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.

**REDWOOD COMMUNITY ACTION AGENCY:**

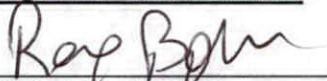
By:   
Name: Val Martinez  
Title: Executive Director

Date: 3/5/19

By:   
Name: Don Grine  
Title: FISCAL DIRECTOR


Date: 2/27/19

**COUNTY OF HUMBOLDT:**

By:   
Chair, Humboldt County Board of Supervisors

Date: 4/9/19

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:   
Risk Management

Date: 03/19/2019

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services (Contractor)
- Exhibit B – Schedule of Rates
- Exhibit C – Scope of Work (County)

**EXHIBIT A**  
**SCOPE OF SERVICES**

Redwood Community Action Agency (Contractor)  
October 1, 2018 – September 30, 2019

**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 2018/2019 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, 2018 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.

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## **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
  - c) 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.
  - d) 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**  
**PROGRESSIVE DISCIPLINE POLICY & PROCEDURE**

Redwood Community Action Agency (Contractor)

October 1, 2018 – September 30, 2019

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) Being accused or under 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.

#### **Resuming 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**  
**Performance Measures**  
**Redwood Community Action Agency (Contractor)**  
**October 1, 2018 – September 30, 2019**

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)
      1. Skill building to Increase Effectiveness of Services and Practices
      2. Family Engagement and Family Strengthening
      3. Preventing Child Abuse and Neglect
      4. 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
  - a) Employee timesheets to collect data on number of member and number of hours
  - b) 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**  
**SCHEDULE OF RATES**  
Redwood Community Action Agency (Contractor)  
October 1, 2018 – September 30, 2019

|   |              |                      |                  |              |               |
|---|--------------|----------------------|------------------|--------------|---------------|
| Grant:  | CWS REDESIGN |                      | AFACTR           |              | Program Year: |
| Lead Agency: Redwood Community Action Agency  |              |                      |                  |              | 2018-2019     |
| FT Members:   | 10           |                      |                  |              |               |
| Budget Start Date:  | 10/1/18      |                      | Budget End Date: |              | 9/30/2019     |
| A. Personnel Expenses   |              |                      |                  |              |               |
| TYPE  | QTY          | CONTRACT YEAR SALARY |                  | % TIME (FTE) | Calculation   |
| Division Director   | 1            | \$ 78,000            |                  | 33.00%       | \$ 25,740     |
| Program Coordinator   | 1            | \$ 34,278            |                  | 100.00%      | \$ 34,278     |
|   |              |                      |                  | Subtotal     | \$ 60,018     |
| B. Personnel Fringe Benefits  |              |                      |                  |              |               |
| TYPE  |              |                      |                  | %            | Calculation   |
| FICA/Medicare   |              |                      |                  | 7.65%        | \$ 4,591      |
| Unemployment Insurance  |              |                      |                  | 4.00%        | \$ 2,401      |
| Workers Compensation  |              |                      |                  | 1.20%        | \$ 720        |
| Health Insurance (medical, vision and dental)   |              |                      |                  | 15%          | \$ 13,152     |
| Retirement  |              |                      |                  | 3.00%        | \$ 1,801      |
| Vacation accrual  |              |                      |                  | 6.00%        | \$ 3,601      |
|   |              |                      |                  | Subtotal     | \$ 26,266     |
| C.1. Staff Travel to PCA CA Conference  |              |                      |                  |              |               |
|   |              |                      | AIR FARE         |              | Calculation   |
| Public Transportation   |              |                      | 375              |              | \$ 375        |
|   |              |                      | MILES            | RATE         |               |
| Mileage   |              |                      | 60               | \$ .545      | \$ 33         |
|   |              |                      | DAYS             | RATE         |               |
| Per Diem  |              |                      | 3                | \$ 40.00     | \$ 120        |
|   |              | NIGHTS               | ROOMS            | RATE         |               |
| Lodging   |              | 3                    | 1                | \$ 135.00    | \$ 405        |
|   |              |                      |                  | Subtotal     | \$ 933        |
| C.2. Other Staff Travel   |              |                      |                  |              |               |
|   |              |                      | MILES            | RATE         | Calculation   |
| Mileage - Staff travel for mileage to and from site visits, trainings and meetings throughout the region. |              |                      | 2000             | \$ 0.545     | \$ 1,090      |
|   |              |                      |                  | Subtotal     | \$ 1,090      |
| C.3. Member Travel  |              |                      |                  |              |               |
| TYPE  |              |                      | MILES            | RATE         | Calculation   |
| Mileage - Member travel for service related mileage transporting clients,                                 |              |                      | 24000            | \$ .545      | \$ 13,080     |



|   |     |           |          |                 |                   |
|---|-----|-----------|----------|-----------------|-------------------|
| attending AFACTR meetings/ trainings/process groups, attending community trainings and meetings, etc.   |     |           |          |                 |                   |
|   |     |           |          | <b>Subtotal</b> | <b>\$ 13,080</b>  |
| <b>D. Staff Training (excluding travel costs)</b>   |     |           |          |                 |                   |
| TRAINING  | QTY | AMOUNT    | # MONTHS | Calculation     |                   |
| Professional development trainings  | 2   | \$ 50.00  | 2        | \$              | 100               |
|   |     |           |          | <b>Subtotal</b> | <b>\$ 100</b>     |
| <b>E. Member Training (excluding travel costs)</b>  |     |           |          |                 |                   |
| TRAINING  | QTY | AMOUNT    | # MONTHS | Calculation     |                   |
| Member development trainings, meetings and process groups   | 5   | \$ 200.00 | 5        | \$              | 1,000             |
|   |     |           |          | <b>Subtotal</b> | <b>\$ 1,000</b>   |
| <b>F. Other Program Operating Costs</b>   |     |           |          |                 |                   |
| TYPE  | QTY | AMOUNT    | # MONTHS | Calculation     |                   |
| Fingerprinting/DMV  | 12  | \$ 35.00  | 1        | \$              | 420               |
| Member recruitment advertising  | 10  | \$ 10.00  | 4        | \$              | 400               |
| Member recognition event  | 32  | \$ 17.00  | 1        | \$              | 544               |
| Telephone/Internet/Communications   | 1   | \$ 75.00  | 12       | \$              | 900               |
| Postage/Shipping  | 500 | \$ 0.49   | 12       | \$              | 245               |
| Printing/Duplication  | 1   | \$ 20.00  | 12       | \$              | 240               |
| General Program/Agency Insurance  | 1   | \$ 75.00  | 12       | \$              | 900               |
| Office Supplies   | 1   | \$ 15.00  | 12       | \$              | 180               |
| Space   | 1   | \$ 350.00 | 12       | \$              | 4,200             |
| Utilities   | 1   | \$ 125.00 | 12       | \$              | 1,500             |
| Copier rental and maintenance   | 1   | \$ 30.00  | 12       | \$              | 360               |
|   |     |           |          | <b>Subtotal</b> | <b>\$ 9,889</b>   |
| <b>G. Cash Match Contribution</b>   |     |           |          |                 |                   |
| TYPE  | QTY | AMOUNT    | # MONTHS | Calculation     |                   |
| Cash Match Contribution*  | 10  | 18,660.00 | 12       | \$              | 186,600           |
|   |     |           |          | <b>Subtotal</b> | <b>\$ 186,600</b> |
| <b>Direct Program Operations Cost (A, B, C, D, E, F):</b>   |     |           |          | <b>\$</b>       | <b>112,376</b>    |
| <b>RCAA Program Administrative Costs @ 15% of Direct Program Operations:</b>  |     |           |          | <b>\$</b>       | <b>16,856</b>     |
| <b>Cash Match Contribution (G):</b>   |     |           |          | <b>\$</b>       | <b>186,600</b>    |
| <b>Total Program Costs:</b>   |     |           |          | <b>\$</b>       | <b>315,833</b>    |
| <p>*This Cash Match Contribution includes health insurance for each of the 10 members. This amount fluctuates according to how many members actually sign up for the insurance and how many members serve a full year of service. This is the maximum amount possible for this line item.</p> |     |           |          |                 |                   |

**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: Ivy Breen  | Name: Val Martinez                      |
| Title: Child Welfare Services Deputy Director, DHHS                        | Title: Executive Director               |
| Phone: (707) 445-6180  | Phone: (707) 269-2009                   |
| Fax: (707) 445-6254  | Fax: (707) 445-0884                     |
| Email: ibreen@co.humboldt.ca.us  | Email: valmartinez@rcaa.org             |