



Children & Families
Commission of Orange County

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Agenda Item No. 4
July 1, 2009 Meeting

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

DATE: June 23, 2009

TO: Children and Families Commission of Orange County

FROM: Michael M. Ruane, Executive Director

SUBJECT: AmeriCorps Program Renewal with Prevent Child Abuse California

SUMMARY:

The Children and Families Commission of Orange County has participated in the AmeriCorps program since 2002. The program is administered by the First 5 Association of California with Prevent Child Abuse California (PCA CA) serving as fiscal intermediary. This item requests approval to continue the AmeriCorps program in Orange County through Fiscal Year 2009-2010.

AmeriCorps Program Renewal Process

The First 5 Association of California was awarded a three renewal grant by California Volunteers for the AmeriCorps positions, which will begin in FY 2009-2010. To participate in the new grant cycle local commissions are required to sign a Memorandum of Understanding (MOU) with Prevent Child Abuse California before July 24, 2009. The MOU (Attachment 1) outlines the responsibilities of each party and the intent of the program. The standard terms and conditions of the agreement are being negotiated and the final agreement will be presented at the September 2009 Commission meeting.

STRATEGIC PLAN & FISCAL SUMMARY

The proposed Memorandum of Understanding has been specifically reviewed in relation to the Strategic Plan, and is consistent with the Capacity Building goal.

PRIOR COMMISSION ACTIONS:

1. May 2009 – Approved one year agreements with CONNECT Orangewood Children's Foundation and PHFE Management Solutions, Inc. for operating expenses, administrative oversight and payroll services of the AmeriCorps program.
2. September 2008 – Accepted funding from Prevent Child Abuse California to expand the existing AmeriCorps program by nine (9) additional members.

RECOMMENDED ACTION:

Authorize the Executive Director or designee to enter into a Memorandum of Understanding (MOU) between the Commission and Prevent Child Abuse California (PCA CA) related to a three year grant cycle for the provision of AmeriCorp Program services in Orange County.

ATTACHMENT:

1. Memorandum of Understanding with Prevent Child Abuse California

Contact: Kim Goll

Prevent Child Abuse California AmeriCorps Projects

Memorandum of Understanding

Project: First 5 Service Corps

Grant Number: 06ACHCA0010020

MEMORANDUM OF UNDERSTANDING between Prevent Child Abuse California ("PCA CA") and Children and Families Commission of Orange County ("Lead Agency").

This document defines the responsibilities of PCA CA with regard to the First 5 Service Corps AmeriCorps Project ("Project") and Lead Agency with respect to the assignment of AmeriCorps member(s) to perform services to enhance child skill building activities as specified in the First 5 performance measures. The obligations of the parties will be more specifically delineated in the forthcoming Standard Contract between PCA CA and Lead Agency.

Duration

This Agreement will commence no later than September 1, 2009. Each full year member will serve for no more than 12 consecutive months. All member service will be subject to the terms outlined in the forthcoming Standard Contract. This agreement will terminate no later than August 31, 2010.

Cost Share

PCA CA is contractually obligated to meet the match requirements as established by the program budget approved in the grant from the Corporation for National and Community Service ("CNCS") and/or California Volunteers ("CV"). To help PCA CA meet this obligation, each Lead Agency is asked to provide a required cash match investment toward program costs.

PCA CA will invoice Lead Agency for the corresponding portion of the cash match contribution covering every 90-day period. Unless otherwise designated, invoices will be sent 30 days prior to each 90-day period.

Lead Agency is expected to recruit and retain 31 AmeriCorps slots. In the case of termination, resignation, or service abandonment, PCA CA will work with the Lead Agency to refill the vacant position with another AmeriCorps member. In the rare case that this is not possible, the cost share commitment for program operation will continue; the cost share commitment for direct member costs will be prorated.

Committing to the terms of the PCA CA AmeriCorps partnership contract entails Lead Agency's commitment to paying the funds of the per member fixed program operating costs. If a member exits early and it is within the member enrollment period, Lead Agency agrees to due diligence to replace the position. If Lead Agency has performed due diligence, the enrollment period has expired, and Lead Agency cannot replace the position, PCA CA will calculate reimbursement or cessation of invoicing based on the remaining member costs for that member's term."

Roles and Responsibilities

PCA CA will:

1. Comply with all AmeriCorps regulations including the AmeriCorps Provisions, Code of Federal Regulations, applicable Office of Management and Budget circulars, and the California AmeriCorps Resource Manual.
2. Provide Lead Agency and its service sites with an orientation and appropriate training and support.
3. Provide Lead Agency an annual training conference and program manual for program operation instruction.
4. Provide Lead Agency with a member file, member handbook, member contract, and service gear for each contracted member.
5. Monitor and support Lead Agency to ensure compliance with grant requirements.
6. Maintain all member files at the Child Abuse Prevention Center.
7. Provide payroll service including living allowance distribution, FICA, Workers' Compensation, distribution of W-4 forms, and electronic timekeeping system.
8. Administer AmeriCorps benefits including healthcare, childcare, and loan forbearance.
9. Conduct an initial orientation for all AmeriCorps members.
10. Aggregate and assimilate program data into periodic progress reports to the funder.

The Lead Agency will:

1. Recruit and retain 31 AmeriCorps slots.
2. Contribute cash match investment.
3. Comply with and contribute to achievement of grant performance measures, including providing periodic progress reports according to CNCS and PCA CA guidelines.
4. Ensure that AmeriCorps members solely engage in project activities as listed in the approved position description.
5. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities:
 - a. Attempting to influence legislation;
 - b. Organizing or engaging in protests, petitions, boycotts, or strikes;
 - c. Assisting, promoting, or deterring union organizing;
 - d. Impairing existing contracts for services or collective bargaining agreements;
 - e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 - f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 - g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
 - h. Providing a direct benefit to: a business organized for profit; a labor union; a partisan political organization; a nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and an organization engaged in the religious activities described in paragraph (g) of this section, unless CNCS assistance is not used to support those religious activities; and
 - i. Such other activities as CNCS may prohibit.
 - j. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

6. Provide day-to-day supervision of the activities of the AmeriCorps members.
7. Provide materials and supplies for the performance of assignments and adequate working space to permit AmeriCorps members to perform assigned duties.
8. Ensure that AmeriCorps members attend all required trainings and team meetings during their term of service.
9. Provide AmeriCorps members with trainings and workshops designed to enhance their skills and enable them to better serve the community.
10. Review performance of AmeriCorps members by completing member performance evaluations.
11. Notify PCA CA immediately regarding any situations or suspected situations which may impact compliance with the program.
12. Notify PCA CA immediately regarding the unscheduled termination of AmeriCorps members and unscheduled changes of status and conditions of AmeriCorps members, such as arrests, hospitalization, and absence without approved leave. Lead Agency must communicate with PCA CA prior to any changes in member status.
13. Maintain records and make reports and investigations concerning matters involving AmeriCorps members and the project as CNCS may require. The Lead Agency agrees to retain records that CNCS may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to CNCS for the purpose of litigation, audit, or examination.
14. Allow AmeriCorps members to participate in local emergency disaster relief efforts if needed.
15. Ensure that AmeriCorps members participate in National Days of Service: Martin Luther King or Cesar Chavez Holiday, Make a Difference Day, and AmeriCorps Week.
16. Verify the hours of service completed by the AmeriCorps member by approving the AmeriCorps member's timesheet.

Both parties to this Memorandum of Understanding shall:

1. Make every reasonable effort to ensure that the health and safety of the AmeriCorps members are protected during the performance of their assigned duties. Neither PCA CA nor the Lead Agency shall assign or require AmeriCorps members to perform duties which would jeopardize their safety or cause them to sustain injuries.
2. Non-Discrimination: No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps member or member of the staff of or beneficiary of the project with respect to any aspect of the project on the basis of race, ethnicity, religion, color, national origin, sex, age, disability, sexual orientation, or political affiliation.
3. Amendments: this Memorandum of Understanding may be amended at any time by an Agreement in writing executed by authorized representatives of PCA CA and the Lead Agency.
4. Termination: any termination of the Memorandum of Agreement between PCA CA and CNCS will result in the termination of all provisions of this Memorandum of Understanding.

Signatures of authorized and responsible representatives:

Prevent Child Abuse California

Sheila Boxley, President & CEO
(Name) (Title)

(Signature) (Date)

Lead Agency

(Name) (Title)

(Signature) (Date)