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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
MEXICAN AMERICAN OPPORTUNITY FOUNDATION  
FOR THE PROVISION OF EARLY CHILDHOOD EDUCATION SERVICES  
FOR CHILDREN AT THE TUSTIN FAMILY CAMPUS  
EARLY CHILDHOOD DEVELOPMENT CENTER

THIS AGREEMENT, entered into this 1st day of March 2014, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and MEXICAN AMERICAN OPPORTUNITY FOUNDATION, a California non-profit corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of early childhood education services in the Early Childhood Development Center at the Tustin Family Campus (TFC); and

WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions hereinafter set forth;

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code (WIC) Sections 16500 et seq. and 11200 et seq., also known as the California Work Opportunity and Responsibility to Kids (CalWORKs) Act of 1997.

1 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1        1.    TERM

2            The term of this Agreement shall commence on March 1, 2014, and  
3 terminate on June 30, 2016, unless earlier terminated pursuant to the  
4 provisions of Paragraph 44 of this Agreement; however, CONTRACTOR shall be  
5 obligated to perform such duties as would normally extend beyond this term,  
6 including but not limited to, obligations with respect to indemnification,  
7 audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually  
8 agree in writing to extend the term of this Agreement, for up to twelve (12)  
9 additional months upon the same terms and conditions, provided that COUNTY's  
10 maximum obligation as stated in Subparagraph 20.1 of this Agreement does not  
11 increase as a result.

12        2.    ALTERATION OF TERMS

13            This Agreement, including any Exhibit(s) attached hereto and  
14 incorporated by reference, fully expresses all understandings of the parties  
15 and is the total Agreement between the parties as to the subject matter of  
16 this Agreement. No addition to, or alteration of, the terms of this  
17 Agreement, whether written or verbal, by the parties, their officers, agents,  
18 or employees, shall be valid unless made in the form of a written amendment to  
19 this Agreement which is formally approved and executed by both parties.

20        3.    STATUS OF CONTRACTOR

21            CONTRACTOR is and shall at all times be deemed to be an independent  
22 contractor and shall be wholly responsible for the manner in which it performs  
23 the services required of it by the terms of this Agreement. Nothing herein  
24 contained shall be construed as creating the relationship of employer and  
25 employee, or principal and agent, between COUNTY and CONTRACTOR or any of  
26 CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the  
27 responsibility for the acts of its employees or agents as they relate to  
28 services to be provided during the course and scope of their employment.

1           CONTRACTOR, its agents, employees and volunteers shall not be entitled  
2 to any rights and/or privileges of COUNTY employees, and shall not be  
3 considered in any manner to be COUNTY employees.

4           4.     DESCRIPTION OF SERVICES, STAFFING

5           4.1    CONTRACTOR agrees to provide those services, facilities, equipment  
6 and supplies as described in the Exhibit "A" to the Agreement Between County  
7 of Orange and Mexican American Opportunity Foundation, for the Provision of  
8 Early Childhood Education Services for Children at the Tustin Family Campus  
9 Early Childhood Development Center, attached hereto and incorporated herein by  
10 reference. CONTRACTOR shall operate continuously throughout the term of this  
11 Agreement with the number and type of staff described and as required for  
12 provision of services hereunder pursuant to the personnel disclosure  
13 provisions of this Agreement.

14           4.2    Subject to thirty (30) days advance written notice, ADMINISTRATOR  
15 may, in his or her sole discretion, require changes in staffing allocations to  
16 reflect current workload demands or service needs as long as COUNTY's maximum  
17 obligation as set forth in this Agreement is not exceeded.

18           4.3    Upon the request of ADMINISTRATOR, CONTRACTOR shall send  
19 appropriate staff to attend an orientation session and subsequent training  
20 sessions given by COUNTY.

21           5.     LICENSES AND STANDARDS

22           5.1    CONTRACTOR warrants that it has all necessary licenses and permits  
23 required by the laws of the United States, State of California, County of  
24 Orange and all other appropriate governmental agencies to perform the services  
25 described in this Agreement, and agrees to maintain these licenses and permits  
26 in effect for the duration of this Agreement. Further, CONTRACTOR warrants  
27 that its employees shall conduct themselves in compliance with such laws and  
28 licensure requirements including, without limitation, compliance with laws

1 applicable to sexual harassment and ethical behavior.

2 5.2 ADMINISTRATOR may apply for and obtain a license with CONTRACTOR  
3 in order to be co-licensees at the Tustin Family Campus Early Childhood  
4 Development Center.

5 5.3 In the performance of this Agreement, CONTRACTOR shall comply,  
6 unless waived in whole or in part by ADMINISTRATOR, with all applicable  
7 provisions of the California Welfare and Institutions Code (WIC); Title 45 of  
8 the Code of Federal Regulations (CFR); Federal Office of Management and Budget  
9 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all  
10 applicable laws and regulations of the United States, State of California,  
11 County of Orange Social Services Agency and all administrative regulations,  
12 rules and policies adopted thereunder as each and all may now exist or be  
13 hereafter amended.

14 5.3.1 For Federally funded Agreements in the amount of \$25,000  
15 or more, CONTRACTOR certifies that said Agency's officers and/or principals  
16 are not debarred or suspended from Federal financial assistance programs  
17 and/or activities.

18 5.4 CONTRACTOR shall be in compliance with California Department of  
19 Social Services (CDSS) Community Care Licensing (CCL) Division requirements  
20 for child care centers, including adherence to the specific requirements for  
21 staff training and education for children age five (5) years and under.  
22 Requirements can be found at the Internet site, <http://cclld.ca.gov/PG555.htm>.

23 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

24 6.1 Delegation and Assignment:

25 In the performance of this Agreement, CONTRACTOR may neither  
26 delegate its duties or obligations nor assign its rights, either in whole or  
27 in part, without the prior written consent of COUNTY. Any attempted  
28 delegation or assignment without prior written consent shall be void. The

1 transfer of assets in excess of ten percent (10%) of the total assets of  
2 CONTRACTOR, or any change in the corporate structure, the governing body, or  
3 the management of CONTRACTOR, which occurs as a result of such transfer, shall  
4 be deemed an assignment of benefits under the terms of this Agreement  
5 requiring COUNTY approval.

6 6.2 Subcontracts:

7 CONTRACTOR shall not subcontract for services under this Agreement  
8 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents  
9 in writing to a subcontract, in no event shall the subcontract alter, in any  
10 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must  
11 be in writing and copies of same shall be provided to ADMINISTRATOR.  
12 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may  
13 require.

14 6.2.1 Subcontracts of \$25,000 or less:

15 CONTRACTOR shall develop a standard form Purchase Order,  
16 subject to prior written approval of ADMINISTRATOR, to be utilized for the  
17 purchase of services by CONTRACTOR when the cumulative total cost of the  
18 services to be provided by any organization is anticipated to be twenty-five  
19 thousand dollars (\$25,000) or less during the term of this Agreement. The  
20 basis for costs incurred by any such Purchase Order(s) shall be the actual  
21 cost of providing services or the usual and customary charges established by  
22 the organization(s) providing the services.

23 6.2.2 Subcontracts in excess of \$25,000:

24 CONTRACTOR shall develop and submit for approval to  
25 ADMINISTRATOR a system for the procurement of subcontracts with any  
26 organization in which the total cumulative cost of services provided by any  
27 single organization is anticipated to exceed twenty-five thousand dollars  
28 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed



1 procurement system shall take into consideration such factors as: degree of  
2 price competition; pricing policies and techniques; experience and quality of  
3 service; methods of evaluating subcontractor responsibility; relationship of  
4 subcontractor to CONTRACTOR; and planning, award, and post-award management of  
5 subcontracts, including internal audit procedures and monitoring of  
6 subcontractor's performance until completion of services.

7           Upon ADMINISTRATOR's approval of CONTRACTOR's proposed  
8 procurement system, CONTRACTOR shall comply with such procurement system in  
9 obtaining subcontracts with a total cost in excess of twenty-five thousand  
10 dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR  
11 shall obtain ADMINISTRATOR's written consent prior to entering into a  
12 subcontract with any organization when the total cumulative cost of services  
13 to be provided by that organization is anticipated to exceed twenty-five  
14 thousand dollars (\$25,000) during the term of this Agreement.

15           CONTRACTOR and its subcontractor(s) shall establish and  
16 maintain accurate and complete financial records related to services provided  
17 under the terms of this Agreement. Such records may be subject to the  
18 satisfaction of ADMINISTRATOR, and to the examination and audit by  
19 ADMINISTRATOR or designee, for a period of five (5) years, or until any  
20 pending audit is completed.

21 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

22 7.1 Form of Business Organization:

23           Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and  
24 submit, within thirty (30) days thereafter, an affidavit executed by persons  
25 satisfactory to ADMINISTRATOR containing, but not limited to, the following  
26 information:

27           7.1.1 The form of CONTRACTOR's business organization, i.e.,  
28 proprietorship, partnership, corporation, etc.

1           7.1.2 A detailed statement indicating the relationship of  
2 CONTRACTOR, by way of ownership or otherwise, to any parent organization or  
3 individual.

4           7.1.3 A detailed statement indicating the relationship of  
5 CONTRACTOR to any subsidiary business organization or to any individual who  
6 may be providing services, supplies, material or equipment to CONTRACTOR or in  
7 any manner does business with CONTRACTOR under this Agreement.

8           7.2 Change in Form of Business Organization:

9           If during the term of this Agreement the form of CONTRACTOR's  
10 business organization changes, or the ownership of CONTRACTOR changes, or  
11 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under  
12 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in  
13 writing, detailing such changes. A change in the form of business  
14 organization may, at COUNTY's sole discretion, be treated as an attempted  
15 assignment of rights or delegation of duties of this Agreement.

16       8. USE OF COUNTY PROPERTY

17           8.1 COUNTY intends to permit CONTRACTOR the rent-free use of office  
18 space, office furniture, and office equipment located in any and all offices  
19 and COUNTY facilities at which CONTRACTOR shall be collocated with COUNTY  
20 staff pursuant to this Agreement, as is more particularly set forth in that  
21 certain real estate agreement described in Subparagraph 8.2, below. As stated  
22 in the lease or license agreement, said office space, office furniture, and  
23 equipment shall be used solely by employees of CONTRACTOR while performing  
24 their assigned duties pursuant to this Agreement.

25           8.2 CONTRACTOR shall enter into a rent-free lease or license agreement  
26 with ADMINISTRATOR for facilities provided by ADMINISTRATOR, and will execute  
27 all terms and conditions of said agreement upon ADMINISTRATOR's presentation  
28 of said document to CONTRACTOR. Failure to execute the lease or license

1 agreement will result in a breach of this Agreement.

2 9. NON-DISCRIMINATION

3 9.1 In the performance of this Agreement, CONTRACTOR agrees that it  
4 shall not engage nor employ any unlawful discriminatory practices in the  
5 admission of clients, provision of services or benefits, assignment of  
6 accommodations, treatment, evaluation, employment of personnel or in any other  
7 respect on the basis of sex, race, color, ethnicity, national origin,  
8 ancestry, religion, age, marital status, medical condition, sexual  
9 orientation, sexual preference, physical or mental disability or any other  
10 protected group in accordance with the requirements of all applicable Federal  
11 or State laws.

12 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which  
13 meets the lawful and applicable requirements of the U.S. Department of Health  
14 and Human Services.

15 9.3 CONTRACTOR shall furnish any and all information requested by  
16 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
17 books, records and accounts in order to ascertain CONTRACTOR's compliance with  
18 Paragraph 9 et seq.

19 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled  
20 "Equal Employment Opportunity," as amended by Executive Order 11375 and as  
21 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

22 9.5 Non-Discrimination in Employment

23 9.5.1 All solicitations or advertisements for employees placed  
24 by or on behalf of CONTRACTOR shall state that all qualified applicants will  
25 receive consideration for employment without regard to sex, race, color,  
26 ethnicity, national origin, ancestry, religion, age, marital status, medical  
27 condition, sexual orientation, sexual preference, physical or mental  
28 disability or any other protected group in accordance with the requirements of

1 all applicable Federal or State laws. Notices describing the provisions of  
2 the equal opportunity clause shall be posted in a conspicuous place for  
3 employees and job applicants.

4 9.5.2 CONTRACTOR shall refer any and all employees desirous of  
5 filing a formal discrimination complaint to:

6 California Department of Social Services

7 Public Inquiry and Response Bureau

8 P.O. Box 944243, M.S. 8-3-23

9 Sacramento, CA 94244-2430

10 Telephone: (800) 952-5253

11 (800) 952-8349 (For the hard of hearing)

12 9.6 Non-Discrimination in Service Delivery

13 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the  
14 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of  
15 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food  
16 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of  
17 the Americans with Disabilities Act of 1990; California Civil Code Section 51  
18 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,  
19 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;  
20 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,  
21 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section  
22 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption  
23 Act of 1996; and other applicable Federal and State laws, as well as their  
24 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7  
25 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal  
26 Employment Opportunity, Affirmative Action and Nondiscrimination as each may  
27 now exist or be hereafter amended. CONTRACTOR shall not implement any  
28 administrative methods or procedures which would have a discriminatory effect

1 or which would violate the CDSS Manual of Policies and Procedures (MPP)  
2 Division 21, Chapter 21-100. If there are any violations of this Paragraph,  
3 CDSS shall have the right to invoke fiscal sanctions or other legal remedies  
4 in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any  
5 other laws, or the issue may be referred to the appropriate Federal agency for  
6 further compliance action and enforcement of Subparagraph 9.6 et seq.

7 9.6.2 CONTRACTOR shall provide any and all clients desirous of  
8 filing a formal complaint any and all information as appropriate:

9 9.6.2.1 Pamphlet: "Your Rights Under California Welfare  
10 Programs" (PUB 13)

11 9.6.2.2 Discrimination Complaint Form

12 9.6.2.3 Civil Rights Contacts:

13 County Civil Rights Contact:

14 Orange County Social Services Agency

15 Program Integrity

16 Attn: Civil Rights Coordinator

17 P.O. Box 22001

18 Santa Ana, CA 92702-2001

19 Telephone: (714) 438-8877

20 State Civil Rights Contact:

21 California Department of Social Services

22 Civil Rights Bureau

23 P.O. Box 944243, M.S. 15-70

24 Sacramento, CA 94244-2430

25 Federal Civil Rights Contact:

26 U.S. Department of Health and Human Services

27 Office of Civil Rights

28 50 U.N. Plaza, Room 322

San Francisco, CA 94102

10. NOTICES

All notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

COUNTY: County of Orange Social Services Agency  
Contract Services  
888 N. Main Street  
Santa Ana, CA 92701

CONTRACTOR: Mexican American Opportunity Foundation  
Attn: Martin Castro, President and CEO  
Vicky Santos, Vice President of Operations  
401 N. Garfield Avenue  
Montebello, CA 90640

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any notices, claims, correspondence, reports and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

11. NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from

1 any claims, demands or liability of any kind or nature, including but not  
2 limited to personal injury or property damage, arising from or related to the  
3 services, products or other performance provided by CONTRACTOR pursuant to  
4 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a  
5 court of competent jurisdiction because of the concurrent active negligence of  
6 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will  
7 be apportioned as determined by the court. Neither party shall request a jury  
8 apportionment.

9 13. INSURANCE

10 13.1 Prior to the provision of services under this Agreement,  
11 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense  
12 and to deposit with ADMINISTRATOR Certificates of Insurance, including all  
13 endorsements required herein, necessary to satisfy COUNTY that the insurance  
14 provisions of this Agreement have been complied with, and to keep such  
15 insurance coverage and the certificates therefore on deposit with  
16 ADMINISTRATOR during the entire term of this Agreement.

17 13.2 CONTRACTOR shall ensure that all subcontractors performing work on  
18 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject  
19 to the same terms and conditions as set forth herein for CONTRACTOR.

20 13.3 All self-insured retentions (SIRs) and deductibles shall be  
21 clearly stated on the Certificate of Insurance. If no SIRs or deductibles  
22 apply, indicate this on the Certificate of Insurance with a "0" by the  
23 appropriate line of coverage. Any SIR or deductible in an amount in excess of  
24 \$25,000 (\$5,000 for automobile liability), shall specifically be approved by  
25 the County Executive Office (CEO)/Office of Risk Management.

26 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
27 the full term of this Agreement, COUNTY may terminate this Agreement.

28 13.5 Qualified Insurer

1           13.5.1 Minimum insurance company ratings as determined by the  
2 most current edition of the Best's Key Rating Guide/Property-Casualty/United  
3 States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size  
4 Category).

5           13.5.2 The policy or policies of insurance required herein must  
6 be issued by an insurer licensed to do business in the State of California  
7 (California Admitted Carrier). If the insurer is a non-admitted carrier in the  
8 State of California and does not meet or exceed an A.M. Best rating of A-  
9 /VIII, CEO/Office of Risk Management retains the right to approve or reject  
10 carrier after a review of the company's performance and financial ratings. If  
11 the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-  
12 /VIII, ADMINISTRATOR can accept the insurance.

13           13.6 The policy or policies of insurance maintained by CONTRACTOR shall  
14 provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence
Employee Dishonesty	\$37,951

28           13.7 Required Coverage Forms



1           13.7.1 Commercial General Liability coverage shall be written on  
2 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing  
3 liability coverage at least as broad.

4           13.7.2 Business Auto Liability coverage shall be written on ISO  
5 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing  
6 coverage at least as broad.

7           13.8 Required Endorsements

8           13.8.1 Commercial General Liability policy shall contain the  
9 following endorsements, which shall accompany the Certificate of Insurance:

10           13.8.1.1 An Additional Insured endorsement using ISO form  
11 CG 2010 or CG 2033 or a form at least as broad naming the County of Orange,  
12 its elected and appointed officials, officers, employees, agents as Additional  
13 Insureds.

14           13.8.1.2 A primary non-contributing endorsement  
15 evidencing that CONTRACTOR's insurance is primary and any insurance or self-  
16 insurance maintained by the County of Orange shall be excess and non-  
17 contributing.

18           13.9 The County of Orange shall be the loss payee on the Employee  
19 Dishonesty coverage. A Loss Payee endorsement evidencing that the County of  
20 Orange is a Loss Payee shall accompany the Certificate of Insurance.

21           13.10 All insurance policies required by this Agreement shall waive all  
22 rights of subrogation against the County of Orange and members of the Board of  
23 Supervisors, its elected and appointed officials, officers, agents and  
24 employees when acting within the scope of their appointment or employment.

25           13.11 The Workers' Compensation policy shall contain a waiver of  
26 subrogation endorsement waiving all rights of subrogation against the County  
27 of Orange, and members of the Board of Supervisors, its elected and appointed  
28 officials, officers, agents and employees.

1           13.12 All insurance policies required by this Agreement shall give the  
2 County of Orange thirty (30) days' notice in the event of cancellation and ten  
3 (10) days' for non-payment of premium. This shall be evidenced by policy  
4 provisions or an endorsement separate from the Certificate of Insurance.

5           13.13 If CONTRACTOR's Professional Liability policy is a "claims made"  
6 policy, CONTRACTOR shall agree to maintain professional liability coverage for  
7 two (2) years following completion of this Agreement.

8           13.14 The Commercial General Liability policy shall contain a  
9 severability of interests clause also known as a "separation of insureds"  
10 clause (standard in the ISO CG 0001 policy).

11           13.15 Insurance certificates should be mailed to COUNTY at the address  
12 indicated in Paragraph 10 of this Agreement.

13           13.16 If CONTRACTOR fails to provide the insurance certificates and  
14 endorsements within seven (7) days of notification by CEO/County Procurement  
15 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

16           13.17 COUNTY expressly retains the right to require CONTRACTOR to  
17 increase or decrease insurance of any of the above insurance types throughout  
18 the term of this Agreement. Any increase or decrease in insurance will be as  
19 deemed by County of Orange Risk Manager as appropriate to adequately protect  
20 COUNTY.

21           13.18 COUNTY shall notify CONTRACTOR in writing of changes in the  
22 insurance requirements. If CONTRACTOR does not deposit copies of acceptable  
23 certificates of insurance and endorsements with COUNTY incorporating such  
24 changes within thirty (30) days of receipt of such notice, this Agreement may  
25 be in breach without further notice to CONTRACTOR, and COUNTY shall be  
26 entitled to all legal remedies.

27           13.19 The procuring of such required policy or policies of insurance  
28 shall not be construed to limit CONTRACTOR's liability hereunder nor to

1 fulfill the indemnification provisions and requirements of this Agreement, nor  
2 act in any way to reduce the policy coverage and limits available from the  
3 insurer.

4 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

5 CONTRACTOR shall report to COUNTY:

6 14.1 Any accident or incident relating to services performed under this  
7 Agreement which involves injury or property damage which may result in the  
8 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report  
9 shall be made in writing within twenty-four (24) hours of occurrence.

10 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising  
11 from or related to services performed by CONTRACTOR under this Agreement. Such  
12 report shall be submitted to COUNTY within twenty-four (24) hours of  
13 occurrence.

14 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
15 property. Such report shall be submitted to COUNTY within twenty-four (24)  
16 hours of occurrence.

17 14.4 Any loss, disappearance, destruction, misuse, or theft of any kind  
18 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR  
19 under the term of this Agreement. Such report shall be submitted to COUNTY  
20 within twenty-four (24) hours of occurrence.

21 15. CONFLICT OF INTEREST

22 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent  
23 any actions or conditions that could result in a conflict with the best  
24 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,  
25 agents, relatives, subcontractors, and third parties associated with  
26 accomplishing the work hereunder.

27 15.2 CONTRACTOR's efforts shall include, but not be limited to,  
28 establishing precautions to prevent its employees or agents from making,

1 receiving, providing, or offering gifts, entertainment, payments, loans, or  
2 other considerations which could be deemed to appear to influence individuals  
3 to act contrary to the best interests of COUNTY.

4 16. ANTI-PROSELYTISM PROVISION

5 No funds provided directly to institutions or organizations to provide  
6 services and administer programs under Title 42 United States Code (USC)  
7 Section 604(a)(1)(A) shall be expended for sectarian worship, instruction, or  
8 proselytization, except as otherwise permitted by law.

9 17. SUPPLANTING GOVERNMENT FUNDS

10 CONTRACTOR shall not supplant any Federal, State or COUNTY funds  
11 intended for the purposes of this Agreement with any funds made available  
12 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY  
13 for, or apply sums received from COUNTY with respect to, that portion of its  
14 obligations which have been paid by another source of revenue. CONTRACTOR  
15 agrees that it shall not use funds received pursuant to this Agreement, either  
16 directly or indirectly, as a contribution or compensation for purposes of  
17 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY  
18 program without prior written approval of ADMINISTRATOR.

19 18. EQUIPMENT

20 18.1 All items purchased with funds provided under this Agreement or  
21 which are furnished to CONTRACTOR by COUNTY which have a single unit cost of  
22 at least five thousand dollars (\$5,000), including sales tax, shall be  
23 considered Capital Equipment. Title to all items of Capital Equipment  
24 purchased vests and will remain in COUNTY as such shall be designated by  
25 ADMINISTRATOR. The use of such items of Capital Equipment is limited to the  
26 performance of this Agreement. Upon the termination of this Agreement,  
27 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY  
28 or its representatives, or dispose of them in accordance with the directions

1 of ADMINISTRATOR.

2 CONTRACTOR further agrees to the following:

3 18.1.1 To maintain all items of Capital Equipment in good  
4 working order and condition, normal wear and tear excepted.

5 18.1.2 To label all items of Capital Equipment, do periodic  
6 inventories as required by ADMINISTRATOR and to maintain an inventory list  
7 showing where and how the Capital Equipment is being used, in accordance with  
8 procedures developed by ADMINISTRATOR. All such lists shall be submitted to  
9 ADMINISTRATOR within ten (10) days of any request therefore.

10 18.1.3 To report in writing to ADMINISTRATOR immediately after  
11 discovery, the loss or theft of any items of Capital Equipment. For stolen  
12 items, the local law enforcement agency must be contacted and a copy of the  
13 police report submitted to ADMINISTRATOR.

14 18.1.4 To purchase a policy or policies of insurance covering  
15 loss or damage to any and all Capital Equipment purchased under this  
16 Agreement, in the amount of the full replacement value thereof, providing  
17 protection against the classification of fire, extended coverage, vandalism,  
18 malicious mischief and special extended perils (all risks) covering the  
19 parties' interests as they appear.

20 18.1.5 The purchase of any Capital Equipment by CONTRACTOR shall  
21 be requested in writing, shall require the prior written approval of  
22 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are  
23 appropriate and directly related to CONTRACTOR's service or activity under the  
24 terms of this Agreement. COUNTY may refuse reimbursement for any costs  
25 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,  
26 if prior written approval has not been obtained from ADMINISTRATOR.

27 18.1.6 No personal computers or any component thereof may be  
28 purchased with funds provided under this Agreement, regardless of purchase

1 price.

2 19. BREACH SANCTIONS

3 Failure by CONTRACTOR to comply with any of the provisions, covenants,  
4 or conditions of this Agreement shall be a material breach of this Agreement.  
5 In such event ADMINISTRATOR may, in its sole discretion, and in addition to  
6 immediate termination and any other remedies available at law, in equity, or  
7 otherwise specified in this Agreement:

8 19.1 Afford CONTRACTOR a time period within which to cure the breach,  
9 which period shall be established at the sole discretion of ADMINISTRATOR;  
10 and/or

11 19.2 Discontinue reimbursement to CONTRACTOR for and during the period  
12 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to  
13 later recovery; and/or

14 19.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
15 COUNTY those monies disallowed pursuant to Subparagraph 19.2 above.

16 ADMINISTRATOR will give CONTRACTOR written notice of any action  
17 pursuant to this Paragraph, which notice shall be deemed served on the date of  
18 mailing.

19 20. PAYMENTS

20 20.1 Maximum Contractual Obligation:

21 The maximum obligation of COUNTY under this Agreement shall not  
22 exceed the following amounts: the amount of \$151,804 for March 1, 2014 through  
23 June 30, 2014; the amount of \$435,278 for July 1, 2014 through June 30, 2015;  
24 and the amount of \$447,928 for July 1, 2015 through June 30, 2016, for a total  
25 aggregate of \$1,035,010, or actual allowable costs, whichever is less.

26 At no time shall clients be charged or required to pay any amount  
27 for services provided to their child(ren) enrolled in the Early Childhood  
28 Development Center.

1           20.2 Allowable Costs:

2           During the term of this Agreement, COUNTY shall pay CONTRACTOR  
3 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR  
4 pursuant to this Agreement, as defined in OMB Circular A-122 or as approved by  
5 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR  
6 for anticipated allowable costs that will be incurred by CONTRACTOR for June  
7 2014, June 2015 and June 2016, during the month of such anticipated  
8 expenditure.

9           20.3 Advance Payment:

10           ADMINISTRATOR may, in its sole discretion, advance to CONTRACTOR  
11 an amount(s) not in excess of twenty-five percent (25%) of the maximum  
12 obligation of COUNTY for the period of March 1, 2014 through June 30, 2014,  
13 upon receipt of a written request(s) by CONTRACTOR, which request(s) shall be  
14 accompanied by such justification as ADMINISTRATOR may require. ADMINISTRATOR  
15 may, in its sole discretion, deduct any such advances from any one or more  
16 payments owed to CONTRACTOR prior to May 31, 2014. If, at the conclusion of  
17 this Agreement, there is a balance owing COUNTY, CONTRACTOR shall immediately  
18 refund said monies to COUNTY.

19           20.4 Claims:

20           20.4.1 CONTRACTOR shall submit monthly reimbursement claims to  
21 be received by ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of  
22 the month for expenses incurred in the preceding month. In the event the  
23 twentieth (20<sup>th</sup>) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR  
24 shall submit the claim the next business day. COUNTY holidays include New  
25 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'  
26 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
27 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

28           20.4.2 All reimbursement claims must be submitted on a form

1 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit  
2 supporting source documents with the monthly claim, including, inter alia, a  
3 monthly statement of services, general ledgers, supporting journals, time  
4 sheets, invoices, canceled checks, receipts, and receiving records, some of  
5 which may be required to be copied. Source documents that CONTRACTOR must  
6 submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-  
7 Controller. CONTRACTOR shall retain all financial records in accordance with  
8 Paragraph 26 (Records, Inspections, and Audits) of this Agreement.

9 20.4.3 Payments should be released by COUNTY within a reasonable  
10 time period of approximately thirty (30) days after receipt of a correctly  
11 completed claim form and required supporting documentation.

12 20.4.4 Year End and Final Claims:

13 20.4.4.1 Final claims for the term of March 1, 2014  
14 through June 30, 2014, must be received no later than August 30, 2014 at 5:00  
15 p.m.

16 20.4.4.2 Final claims for the term of July 1, 2014  
17 through June 30, 2015, must be received no later than August 30, 2015 at 5:00  
18 p.m.

19 20.4.4.3 Final claims for the term of July 1, 2015  
20 through June 30, 2016, must be received no later than August 30, 2016 at 5:00  
21 p.m.

22 20.4.4.4 Claims received after the date specified in  
23 Subparagraphs 20.4.4.1 to 20.4.4.3 may not be reimbursed. ADMINISTRATOR may,  
24 in its sole discretion, modify the date upon which the final claim must be  
25 received, upon written notice to CONTRACTOR.

26 20.4.4.5 The basis for final settlement shall be the  
27 actual allowable costs as defined in Title 45 and OMB Circular A-122, incurred  
28 and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the



1 maximum obligation of COUNTY. In the event that any overpayment has been  
2 made, COUNTY may offset the amount of the overpayment against the final  
3 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
4 pay COUNTY all such sums within five (5) business days of notice from COUNTY.  
5 Nothing herein shall be construed as limiting the remedies of COUNTY in the  
6 event an overpayment has been made.

7 20.4.5 Seventy-Five Percent Expenditure Notification:

8 20.4.5.1 CONTRACTOR shall maintain a system of record  
9 keeping that will allow CONTRACTOR to determine when it has incurred seventy-  
10 five percent (75%) of the total contract authorizations under this Agreement.  
11 Upon occurrence of this event, CONTRACTOR shall send written notification to  
12 ADMINISTRATOR.

13 21. OVERPAYMENTS

14 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which  
15 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in  
16 accordance with any applicable regulations and/or policies in effect during  
17 the term of this Agreement, or as established by COUNTY procedure. Any  
18 overpayments made by COUNTY which result from a payment by any other funding  
19 source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the  
20 funding source. Unless earlier repaid, CONTRACTOR shall make repayment within  
21 thirty (30) days after the date of the final audit findings report and prior  
22 to any administrative appeal process. In the event an overpayment owing by  
23 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR  
24 shall reimburse COUNTY within thirty (30) days thereafter and prior to any  
25 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by  
26 COUNTY necessary to enforce the provisions set forth in this paragraph.

27 22. OUTSTANDING DEBT

28 CONTRACTOR shall have no outstanding debt with ADMINISTRATOR, or shall

1 be in the process of resolving outstanding debt to ADMINISTRATOR's  
2 satisfaction, prior to entering into and during the term of this Agreement.

3 23. REVENUE

4 23.1 Whenever CONTRACTOR receives any money specifically designated for  
5 use in programs funded through this Agreement, such monies shall be considered  
6 to be a cost off-set and treated as a reduction against the amount claimed by  
7 CONTRACTOR

8 23.2 CONTRACTOR is not required to apply grants or gifts which are  
9 unrestricted in use to any cost or expense of CONTRACTOR in which COUNTY  
10 participates.

11 24. FINAL REPORT

12 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report  
13 within sixty (60) days after the termination of this Agreement, which shall  
14 summarize the activities and services provided by CONTRACTOR during the term  
15 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing  
16 to modify the date upon which the final report must be submitted.

17 25. INDEPENDENT AUDIT

18 25.1 CONTRACTOR shall employ a licensed certified public accountant who  
19 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of  
20 related expenditures during the term of this Agreement in compliance with the  
21 OMB Circular A-133, Audits of States, Local Governments and Non-Profit  
22 Organizations. The audit must be performed in accordance with generally  
23 accepted government auditing standards and OMB Circular A-122. CONTRACTOR  
24 shall cooperate with COUNTY, State and/or Federal agencies to ensure that  
25 corrective action is taken within six (6) months after issuance of all audit  
26 reports with regard to audit exceptions.

27 25.2 It is mutually understood that CONTRACTOR's organization-wide  
28 audit covers fiscal years beginning July 1 and ending June 30. CONTRACTOR

1 agrees to provide ADMINISTRATOR with a copy of its organization-wide audit for  
2 the period July 1, 2013 through June 30, 2014, by December 31, 2014; for the  
3 period July 1, 2014 through June 30, 2015, by December 31, 2015; and for the  
4 period July 1, 2015 through June 30, 2016, by December 31, 2016. Failure to  
5 provide a copy of the organization-wide audits, for the period July 1, 2013  
6 through June 30, 2016, shall be sufficient cause for ADMINISTRATOR, in its  
7 sole discretion, to deny payment under this or any subsequent Agreement with  
8 CONTRACTOR until such time as the required audits are provided to  
9 ADMINISTRATOR. ADMINISTRATOR may, in its sole discretion, modify the date upon  
10 which the organization-wide audits must be received, upon notice to  
11 CONTRACTOR.

12 26. RECORDS, INSPECTIONS AND AUDITS

13 26.1 Financial Records:

14 26.1.1 CONTRACTOR shall prepare and maintain accurate and  
15 complete financial records. Financial records shall be retained, by  
16 CONTRACTOR, for a minimum of five (5) years from the date of final payment  
17 under this Agreement or until all pending COUNTY, State and Federal audits are  
18 completed, whichever is later.

19 26.1.2 CONTRACTOR shall establish and maintain reasonable  
20 accounting, internal control and financial reporting standards in conformity  
21 with generally accepted accounting principles established by the American  
22 Institute of Certified Public Accountants and to the satisfaction of  
23 ADMINISTRATOR.

24 26.2 Client Records:

25 26.2.1 CONTRACTOR shall prepare and maintain accurate and  
26 complete records of clients served and dates and type of services provided  
27 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

28 26.2.2 All client records related to services provided under the

1 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five  
2 (5) years from the date of final payment under this Agreement or until all  
3 pending COUNTY, State and Federal audits are completed, whichever is later.  
4 Notwithstanding anything to the contrary, upon termination of this Agreement,  
5 CONTRACTOR shall relinquish control with respect to client records to COUNTY  
6 in accordance with Subparagraph 44.2 below.

7           26.2.3 COUNTY may refuse payment for a claim if client records  
8 are determined by COUNTY to be incomplete or inaccurate. In the event client  
9 records are determined to be incomplete or inaccurate after payment has been  
10 made, COUNTY may treat such payment as an overpayment within the provisions of  
11 this Agreement.

12           26.3 Public Records:

13           With the exception of client records or other records referenced  
14 in Paragraph 32, entitled Confidentiality, all records, including but not  
15 limited to, reports, audits, notices, claims, statements and correspondence,  
16 required by this Agreement may be subject to public disclosure. COUNTY will  
17 not be liable for any such disclosure.

18           26.4 Inspections and Audits:

19           26.4.1 The U.S. Department of Health and Human Services,  
20 Comptroller General of the United States, Director of CDSS, State Auditor-  
21 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
22 Department, or any of their authorized representatives, shall have access to  
23 any books, documents, papers and records, including medical records, of  
24 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
25 for the purpose of financial monitoring. Further, all the above mentioned  
26 persons have the right at all reasonable times to inspect or otherwise  
27 evaluate the work performed or being performed under this Agreement and the  
28 premises in which it is being performed.

1                   26.4.2 CONTRACTOR shall make available its books and financial  
2 records within the borders of Orange County within ten (10) days after receipt  
3 of written demand by ADMINISTRATOR.

4                   26.4.3 In the event CONTRACTOR does not make available its books  
5 and financial records within the borders of Orange County, CONTRACTOR agrees  
6 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
7 designee, necessary to obtain CONTRACTOR's books and financial records.

8                   26.4.4 CONTRACTOR shall pay to COUNTY the full amount of  
9 COUNTY's liability to the State or Federal government or any agency thereof  
10 resulting from any disallowances or other audit exceptions to the extent that  
11 such liability is attributable to CONTRACTOR's failure to perform under this  
12 Agreement.

13                   26.5 Evaluation Studies:

14                   26.5.1 CONTRACTOR shall participate as requested by COUNTY in  
15 research and/or evaluative studies designed to show the effectiveness and/or  
16 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's  
17 project.

18                   27. PERSONNEL DISCLOSURE

19                   27.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
20 all personnel providing services hereunder, including résumés and job  
21 applications. Changes to the list will be immediately provided to  
22 ADMINISTRATOR in writing, along with a copy of a résumé and/or job  
23 application. The list shall include:

24                   27.1.1 Names of all full or part-time personnel by title,  
25 including volunteer personnel, whose direct services are required to provide  
26 the programs described herein;

27                   27.1.2 A brief description of the functions of each position and  
28 the hours each person works each week; or for part-time personnel, each day or

1 month, as appropriate;

2           27.1.3 The professional degree, if applicable, and experience  
3 required for each position; and

4           27.1.4 The language skill, if applicable, for all personnel.

5           27.2 CONTRACTOR's employment applications shall require applicants to  
6 provide detailed information regarding the conviction of a crime by any court,  
7 for offenses other than minor traffic offenses. Information not disclosed in  
8 the employment application discovered subsequent to the hiring or promotion of  
9 any applicant shall be cause for termination of that employee from the  
10 performance of services under this Agreement.

11           27.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
12 COUNTY, criminal record background checks on all employees and/or volunteers  
13 who will provide services under this Agreement. Candidates will satisfy  
14 background checks consistent with and comparable to those required for COUNTY  
15 employees.

16           27.4 CONTRACTOR warrants that all persons employed or otherwise  
17 assigned by CONTRACTOR to provide services under this Agreement have  
18 satisfactory past work records and/or reference checks indicating their  
19 ability to perform the required duties and accept the kind of responsibility  
20 anticipated under this Agreement. CONTRACTOR shall maintain records of  
21 background investigations and reference checks undertaken and coordinated by  
22 CONTRACTOR for each employee and/or volunteer assigned to provide services  
23 under this Agreement for a minimum of five (5) years from the date of final  
24 payment under this Agreement or until all pending COUNTY, State and Federal  
25 audits are completed, whichever is later, in compliance with all applicable  
26 laws.

27           27.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
28 arrest and/or subsequent conviction, for offenses other than minor traffic

1 offenses, of any paid employee and/or volunteer staff performing services  
2 under this Agreement, when such information becomes known to CONTRACTOR.  
3 ADMINISTRATOR, in its sole discretion, may determine whether such employee  
4 and/or volunteer may continue to provide services under this Agreement and  
5 shall provide notice of such determination to CONTRACTOR in writing.  
6 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a  
7 material breach of this Agreement, pursuant to Paragraph 19 above.

8 27.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
9 staff performing work hereunder and any proposed changes in CONTRACTOR's  
10 staff.

11 27.7 COUNTY shall have the right, at its sole discretion, to require  
12 CONTRACTOR to remove any employee from the performance of services under this  
13 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace  
14 said personnel.

15 27.8 CONTRACTOR shall notify COUNTY immediately when staff is  
16 terminated for cause from working on this Agreement.

17 27.9 Disqualification, if any, of CONTRACTOR staff, pursuant to  
18 Paragraph 27.5, shall not relieve CONTRACTOR of its obligation to complete all  
19 work in accordance with the terms and conditions of this Agreement.

20 28. EMPLOYMENT ELIGIBILITY VERIFICATION

21 As applicable, CONTRACTOR warrants that it fully complies with all  
22 Federal and State statutes and regulations regarding the employment of aliens  
23 and others, and that all its employees performing work under this Agreement  
24 meet the citizenship or alien status requirement set forth in Federal statutes  
25 and regulations. CONTRACTOR shall obtain, from all employees performing work  
26 hereunder, all verification and other documentation of employment eligibility  
27 status required by Federal or State statutes and regulations including, but  
28 not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC

1 Section 1324 et seq., as they currently exist and as they may be hereafter  
2 amended. CONTRACTOR shall retain all such documentation for all covered  
3 employees for the period prescribed by the law. CONTRACTOR shall indemnify,  
4 defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY,  
5 its agents, officers, and employees from employer sanctions and any other  
6 liability which may be assessed against CONTRACTOR or COUNTY or both in  
7 connection with any alleged violation of any Federal or State statutes or  
8 regulations pertaining to the eligibility for employment of any persons  
9 performing work under this Agreement.

10 29. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

11 In order to comply with child support enforcement requirements of  
12 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days  
13 of the award of this Agreement:

- 14 (a) in the case of an individual contractor, his/her name, date of  
15 birth, Social Security number, and residence address;
- 16 (b) in the case of a contractor doing business in a form other than as  
17 an individual, the name, date of birth, Social Security number,  
18 and residence address of each individual who owns an interest of  
19 ten percent (10%) or more in the contracting entity;
- 20 (c) a certification that CONTRACTOR has fully complied with all  
21 applicable Federal and State reporting requirements regarding its  
22 employees; and
- 23 (d) a certification that CONTRACTOR has fully complied with all  
24 lawfully served Wage and Earnings Assignment Orders and Notices of  
25 Assignment, and will continue to so comply.

26 The failure of CONTRACTOR to timely submit the data or certifications  
27 required by subsections (a), (b), (c), or (d), or to comply with all Federal  
28 and State employee reporting requirements for child support enforcement or to



1 comply with all lawfully served Wage and Earnings Assignment Orders and  
2 Notices of Assignment shall constitute a material breach of this Agreement,  
3 and failure to cure such breach within sixty (60) calendar days of notice from  
4 COUNTY shall constitute grounds for termination of this Agreement.

5 It is expressly understood that this data will be transmitted to  
6 governmental agencies charged with the establishment and enforcement of child  
7 support orders, and for no other purpose.

8 30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

9 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to  
10 ensure that all employees, volunteers, consultants, or agents performing  
11 services under this Agreement report child abuse or neglect to one of the  
12 agencies specified in Penal Code Section 11165.9 and dependent adult or elder  
13 abuse as defined in Section 15610.07 of the WIC to one of the agencies  
14 specified in WIC Section 15630. CONTRACTOR shall require such employee,  
15 volunteer, consultant or agent to sign a statement acknowledging the child  
16 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the  
17 Penal Code and the dependent adult and elder abuse reporting requirements as  
18 set forth in Section 15630 of the WIC and will comply with the provisions of  
19 these code sections as they now exist or as they may hereafter be amended.

20 31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

21 CONTRACTOR shall notify and provide to its employees, a fact sheet  
22 regarding the Safely Surrendered Baby Law, its implementation in Orange  
23 County, and where and how to safely surrender a baby. The fact sheet is  
24 available on the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing purposes. The  
25 information shall be posted in all reception areas where clients are served.

26 32. CONFIDENTIALITY

27 32.1 CONTRACTOR agrees to maintain the confidentiality of its records  
28 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,

1 and all other provisions of law, and regulations promulgated thereunder  
2 relating to privacy and confidentiality, as each may now exist or be hereafter  
3 amended.

4 32.2 All records and information concerning any and all persons  
5 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
6 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and  
7 volunteers. CONTRACTOR shall require all of its employees, agents,  
8 subcontractors and volunteer staff who may provide services for CONTRACTOR  
9 under this Agreement to sign an agreement with CONTRACTOR before commencing  
10 the provision of any such services, to maintain the confidentiality of any and  
11 all materials and information with which they may come into contact, or the  
12 identities or any identifying characteristics or information with respect to  
13 any and all participants referred to CONTRACTOR by COUNTY, except as may be  
14 required to provide services under this Agreement or to those specified in  
15 this Agreement as having the capacity to audit CONTRACTOR, and as to the  
16 latter, only during such audit. CONTRACTOR shall comply with any audits  
17 specified in Paragraph 25, provide reports and any other information required  
18 by COUNTY in the administration of this Agreement, and as otherwise permitted  
19 by law.

20 32.3 CONTRACTOR shall inform all of its employees, agents,  
21 subcontractors, volunteers and partners of this provision and that any person  
22 knowingly and intentionally violating the provisions of said State law may be  
23 guilty of a crime.

24 32.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
25 be subject to the confidentiality requirements of this Agreement.

26 32.5 CONTRACTOR agrees to maintain the confidentiality of its records  
27 with respect to Juvenile Court matters, in accordance with WIC Section 827,  
28 all applicable statutes, caselaw, and Orange County Juvenile Court Policy

1 regarding Confidentiality, as it now exists or may hereafter be amended.

2 32.5.1 No access, disclosure or release of information regarding  
3 a child who is the subject of Juvenile Court proceedings shall be permitted  
4 except as authorized. If authorization is in doubt, no such information shall  
5 be released without the written approval of a Judge of the Juvenile Court.

6 32.5.2 CONTRACTOR must receive prior written approval of the  
7 Juvenile Court before allowing any child to be interviewed, photographed or  
8 recorded by any publication or organization or to appear on any radio,  
9 television or internet broadcast or make any other public appearance. Such  
10 approval shall be requested through child's Social Worker.

11 33. COPYRIGHT ACCESS

12 The U.S. Department of Health and Human Services, the CDSS, and COUNTY  
13 will have royalty-free, nonexclusive and irrevocable license to publish,  
14 translate, or use, now and hereafter, all material developed under this  
15 Agreement including those covered by copyright.

16 34. WAIVER

17 No delay or omission by either party hereto to exercise any right or  
18 power accruing upon any noncompliance or default by the other party with  
19 respect to any of the terms of this Agreement shall impair any such right or  
20 power or be construed to be a waiver thereof. A waiver by either of the  
21 parties hereto of any of the covenants, conditions, or agreements to be  
22 performed by the other shall not be construed to be a waiver of any succeeding  
23 breach thereof or of any other covenant, condition or agreement herein  
24 contained.

25 35. PETTY CASH

26 CONTRACTOR is authorized to establish a petty cash fund in an amount not  
27 to exceed two hundred and fifty dollars (\$250).

28 ///

1        36.    PUBLICITY

2            36.1 Information and solicitations, prepared and released by  
3 CONTRACTOR, concerning the services provided under this Agreement shall state  
4 that the program, wholly or in part, is funded through COUNTY, State and  
5 Federal government funds.

6            36.2 CONTRACTOR shall not disclose any details in connection with this  
7 Agreement to any person or entity except as may be otherwise provided  
8 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
9 identify its services and related clients to sustain itself, COUNTY shall not  
10 inhibit CONTRACTOR from publishing its role under this Agreement within the  
11 following conditions:

12            36.2.1 CONTRACTOR shall develop all publicity material in a  
13 professional manner; and

14            36.2.2 During the term of this Agreement, CONTRACTOR shall not,  
15 and shall not authorize another to, publish or disseminate any commercial  
16 advertisements, press releases, feature articles, or other materials using the  
17 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
18 unreasonably withhold written consent.

19        37.    COUNTY RESPONSIBILITIES

20            ADMINISTRATOR will provide consultation and technical assistance, and  
21 will monitor performance of CONTRACTOR in meeting the terms of this Agreement.

22        38.    REFERRALS

23            CONTRACTOR shall provide services to individuals referred by  
24 ADMINISTRATOR.

25        39.    REPORTS

26            CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR  
27 to complete any State-required reports related to the services provided under  
28 this Agreement.

1 CONTRACTOR shall maintain records and submit reports containing such  
2 data and information regarding the performance of CONTRACTOR's services, costs  
3 or other data relating to this Agreement, as may be requested by  
4 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may  
5 modify the provisions of this paragraph upon written notice to CONTRACTOR.

6 40. ENERGY EFFICIENCY STANDARDS

7 As applicable, CONTRACTOR shall comply with the mandatory standards and  
8 policies relating to energy efficiency in the State Energy Conservation Plan  
9 (Title 24, CCR).

10 41. ENVIRONMENTAL PROTECTION STANDARDS

11 CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act  
12 [Title 42 USC Section 1857(h)], Section 508 of the Clean Water Act (Title 33  
13 USC Section 1368), Executive Order 11738 and Environmental Protection Agency,  
14 hereinafter referred to as "EPA," regulations (Title 40 CFR Part 15), as any  
15 may now exist or be hereafter amended. Under these laws and regulations,  
16 CONTRACTOR assures that:

17 41.1 No facility to be utilized in the performance of the proposed  
18 grant has been listed on the EPA List of Violating Facilities;

19 41.2 It will notify COUNTY prior to award of the receipt of any  
20 communication from the Director, Office of Federal Activities, U.S. EPA,  
21 indicating that a facility to be utilized for the grant is under consideration  
22 to be listed on the EPA List of Violating Facilities; and

23 41.3 It will notify COUNTY and the EPA about any known violation of the  
24 above laws and regulations.

25 42. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
26 CERTAIN FEDERAL TRANSACTIONS

27 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
28 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those

1 provisions set down by the OMB and published in the Federal Register dated  
2 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and  
3 regulations, it is mutually understood that any contract which utilizes  
4 Federal monies in excess of \$100,000 must contain and CONTRACTOR must comply  
5 with the following provisions:

6 A. The definitions and prohibitions contained in the clause at  
7 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence  
8 Certain Federal Transactions, included in this solicitation, are hereby  
9 incorporated by reference in paragraph (B) of this certification.

10 B. The offeror, by signing its offer, hereby certifies to the  
11 best of his or her knowledge and belief as of December 23, 1989, that

12 1) No Federal appropriated funds have been paid or will  
13 be paid to any person for influencing or attempting to influence an officer or  
14 employee of any agency, a Member of Congress, an officer or employee of  
15 Congress, or an employee of a Member of Congress on his or her behalf in  
16 connection with the awarding of any Federal contract, the making of any  
17 Federal grant, the making of any Federal loan, the entering into of any  
18 cooperative agreement, and the extension, continuation, renewal, amendment or  
19 modification of any Federal contract, grant, loan or cooperative agreement;

20 2) If any funds other than Federal appropriated funds  
21 (including profit or fee received under a covered Federal transaction) have  
22 been paid, or will be paid, to any person for influencing or attempting to  
23 influence an officer or employee of any agency, a Member of Congress, an  
24 officer or employee of Congress, or an employee of a Member of Congress on his  
25 or her behalf in connection with this solicitation, the offeror shall complete  
26 and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying  
27 Activities, to the Contracting Officer; and

28 3) He or she will include the language of this

1 certification in all subcontract awards at any tier and require that all  
2 recipients of subcontract awards in excess of \$100,000 shall certify and  
3 disclose accordingly.

4 C. Submission of this certification and disclosure is a  
5 prerequisite for making or entering into this Agreement imposed by Section  
6 1352, Title 31, USC. Any person who makes an expenditure prohibited under  
7 this provision or who fails to file or amend the disclosure form to be filed  
8 or amended by this provision, shall be subject to a civil penalty of not less  
9 than \$10,000, and not more than \$100,000, for each such failure.

10 43. POLITICAL ACTIVITY

11 CONTRACTOR agrees that the funds provided herein shall not be used to  
12 promote, directly or indirectly, any political party, political candidate or  
13 political activity, except as permitted by law.

14 44. TERMINATION PROVISIONS

15 44.1 ADMINISTRATOR may terminate this Agreement without penalty  
16 immediately with cause or after thirty (30) days written notice without cause,  
17 unless otherwise specified. Notice shall be deemed served on the date of  
18 mailing. Cause shall be defined as any breach of contract, any  
19 misrepresentation or fraud on the part of CONTRACTOR. Exercise by  
20 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
21 all further obligations under this Agreement.

22 44.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
23 cooperate with ADMINISTRATOR in the orderly transfer of service  
24 responsibilities, active case records, and pertinent documents.

25 44.3 The obligations of COUNTY under this Agreement are contingent upon  
26 the availability of Federal and/or State funds, as applicable, for the  
27 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
28 for the services hereunder in the budget approved by the Orange County Board

1 of Supervisors each fiscal year this Agreement remains in effect or operation.  
2 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
3 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
4 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
5 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
6 notification of such determination. CONTRACTOR shall immediately comply with  
7 ADMINISTRATOR's decision.

8 44.4 If any provision of this Agreement or the application thereof is  
9 held invalid, the remainder of this Agreement shall not be affected thereby.

10 45. GOVERNING LAW AND VENUE

11 This Agreement has been negotiated and executed in the State of  
12 California and shall be governed by and construed under the laws of the State  
13 of California. In the event of any legal action to enforce or interpret this  
14 Agreement, the sole and exclusive venue shall be a court of competent  
15 jurisdiction located in Orange County, California, and the parties hereto  
16 agree to and do hereby submit to the jurisdiction of such court,  
17 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties  
18 specifically agree to waive any and all rights to request that an action be  
19 transferred for trial to another county.

20 46. SIGNATURE IN COUNTERPARTS

21 The parties agree that separate copies of this Agreement may be signed  
22 by each of the parties and this Agreement will have the same force and effect  
23 as if the original had been signed by all the parties.

24 ///

25 ///

26 ///

27 ///

28 ///



1 WHEREFORE, the parties hereto have executed this Agreement ~~in the County of~~  
2 ~~Orange, California.~~

3  
4 By: \_\_\_\_\_

By: \_\_\_\_\_

5 MARTIN CASTRO  
6 PRESIDENT AND CHIEF EXECUTIVE OFFICER  
MEXICAN AMERICAN OPPORTUNITY FOUNDATION

COUNTY OF ORANGE  
CHAIR OF THE BOARD  
OF SUPERVISORS

7 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

8  
9 SIGNED AND CERTIFIED THAT A COPY OF THIS  
10 DOCUMENT HAS BEEN DELIVERED TO THE CHAIR  
11 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535  
ATTEST:

12  
13 \_\_\_\_\_  
14 SUSAN NOVAK  
15 Clerk of the Board of Supervisors  
Orange County, California

16  
17 APPROVED AS TO FORM  
18 COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

19  
20 By: \_\_\_\_\_  
DEPUTY

21  
22 Dated: \_\_\_\_\_

EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

MEXICAN AMERICAN OPPORTUNITY FOUNDATION  
FOR THE PROVISION OF EARLY CHILDHOOD EDUCATION SERVICES  
FOR CHILDREN AT THE TUSTIN FAMILY CAMPUS  
EARLY CHILDHOOD DEVELOPMENT CENTER

1. PROGRAM GOALS AND OUTCOMES

1.1 The TFC Early Childhood Development Center's program objective is to stabilize behaviors of at-risk, abused and neglected children and to help them grow and develop to their fullest potential emotionally, socially, cognitively, and physically; to allow them to live and learn successfully both in the home and in the classroom.

1.2 CONTRACTOR shall meet each of the following outcomes:

1.2.1 Aggregate improvement of all children across all Desired Results Development Profile - Revised (DRDP-R) domains. Desired Results Development Profile - Revised (DRDP-R) domains. DRDP-R is issued by California Department of Education and is designed to facilitate program improvement by helping programs determine effective strategies for improvement;

1.2.2 Individual improvement of each child across all DRDP-R domains of ten percent (10%) per year, or an average score of 3 or above in each domain, when the child transitions to Kindergarten; and

1.2.3 All children will meet the goals as outlined in the

California Department of Education Infant/Toddler and Preschool Foundations.

2. POPULATION TO BE SERVED

2.1 CONTRACTOR shall provide Infant/Toddler Services per Paragraph 3 below, to children ages birth through two and a half (2½) years and Preschool Services per Paragraph 3 below, to children ages two (2) through five (5), referred by ADMINISTRATOR.

2.2 CONTRACTOR shall provide services designed to meet the educational, developmental, emotional, social, physical, health, and nutritional needs for at-risk, abused and neglected children, referred by ADMINISTRATOR, ages birth through five (5) years of age, at the TFC Early Childhood Development Center.

2.3 At any given time, Infant/Toddler services are to be provided for up to eight (8) children; and Preschool Services for up to sixteen (16) ~~eighteen (18)~~ children. There is no minimum or maximum number of children guaranteed to be referred for services throughout the term of this Agreement.

2.4 The selection of children shall be determined by ADMINISTRATOR based on the following enrollment priorities:

2.4.1 Children who are current and former residents of the TFC Mother and Child Residential Homes.

2.4.1.1 The length of stay for families in the TFC Mother and Child Residential Homes is anticipated to be nine (9) months to eighteen (18) months. However, CONTRACTOR will be expected to continue to provide care and services to these children until they are ready to leave the TFC and afterward (until the child turns six [6] years of age and can enroll in Kindergarten) if the mother chooses and upon approval of COUNTY, and/or assist the mother in locating subsidized early education services in their new community, if possible.

2.4.2 Children residing at the TFC Sibling Residential Homes.

1                   2.4.2.1 The length of stay for children in this program  
2 is anticipated to be six (6) to nine (9) months.

3                   2.4.3 Children placed under the supervision of ADMINISTRATOR  
4 and residing in foster care.

5                   2.4.4 Children in families receiving California Work  
6 Opportunity and Responsibility to Kids (CalWORKs) Welfare-To-Work (WTW)  
7 services.

8                   2.4.5 Children under the supervision of ADMINISTRATOR and  
9 residing with their parents.

10                  ~~2.4.6 Other children in the community. Children in this~~  
11 ~~category may be enrolled only upon prior approval from SSA.~~

12                  3.    SERVICES TO BE PROVIDED

13                  ~~It is further mutually agreed that:~~

14                  ~~SSA will commit reasonable resources on an as available basis and~~  
15 ~~will freely share their expertise with CDI to facilitate the activities~~  
16 ~~contemplated hereunder. Further, SSA and CDI shall each designate a liaison,~~  
17 ~~at no cost to the other Party, to coordinate, communicate and periodically~~  
18 ~~review the activities associated with this MOU.~~

19                  ~~The activities contemplated hereunder are subject to Federal,~~  
20 ~~State, and County regulations, and each Party shall abide by its own~~  
21 ~~agency/institutional regulations and shall respect the mission, goals, and~~  
22 ~~limitations of the other Party.~~

23                  ~~Additional communication between the Parties shall occur as~~  
24 ~~described in Paragraph XXXII, "Notice and Correspondence."~~

25                  ~~Without changing the overall roles and responsibilities of the~~  
26 ~~Parties as described in Paragraphs VI and VII, the Parties may mutually agree~~  
27 ~~in writing to modify certain procedural aspects to facilitate each Party's~~  
28 ~~participation at the TFC Early Childhood Development Center.~~

SSA will:

~~Designate one (1) SSA staff, at no cost to the other Party, to act as a liaison for the purpose of identifying children birth through five (5) years of age, who have entered the child welfare system, and referring these children to the early childhood education services at TFC Early Childhood Development Center.~~

~~Assist CDI by gathering any pertinent information completed by the TFC Medical Unit and the Health Care Agency (HCA) Behavioral Health Services on the referred children.~~

~~Work collaboratively with CDI in obtaining the necessary testing and services for the children served at the TFC Early Childhood Development Center.~~

~~Work responsibly with CDI to ensure continual enrollment.~~

~~CDI shall utilize CalWORKs Child Care funds, California Department of Education Child Care and Development funds, and any other funds that may become available, to operate the TFC Early Childhood Development Center.~~

~~Based on DRDP-R outcomes, CDI will collaborate with the parent on referrals to the Regional Center of Orange County and/or other community organizations for services that shall include, but not be limited to, the following:~~

~~Health assessments for children: Ensure health assessments are performed, including a physical and psychosocial evaluation, developmental screening, health history, and information gathering.~~

~~Case management services: Provide case management services to include follow up and referral of identified health care, dental care, nutritional, developmental, psychosocial, and safety needs.~~

~~Documentation and reporting: Document assessments, prioritization of care needs, and interventions including linkages to community~~

resources and collection and reporting of demographic data.

Services shall be provided as follows:

Infant/Toddler Services For Ages Birth Through Two (2) Years

A. Curriculum

CDI shall provide a curriculum to promote developmentally appropriate practices for children. The curriculum's focus is on children's interpretation of their world in the context of trusting relationships with adults. Children construct their understanding of their world from their active involvement with people, materials, and ideas. A child's understanding of their world changes and expands as a result of their day to day interactions.

The curriculum focuses on and includes active learning for children; warm supportive adult child interactions; welcoming child oriented physical environment; schedules and routines appropriate for children; daily child observations that guides teachers' interaction with children, teamwork, and program planning.

Through the entire curriculum, children learn important school readiness and social competency skills, such as learning they are valuable, lovable and capable; trusting and respecting each other; learning to play and learn; learning how to investigate and ask for help; learning how to deal with challenges and proactively problem solve; and learning about justice and fairness.

B. Observations

The teaching staff shall take daily observations and record them on the DRDP R. The observations shall be used to plan activities and assess the children's individual growth and developmental levels. All documentation shall be kept in a locked cabinet in the classroom.

C. Classroom Schedule

1 Children expand their skills and knowledge through a variety of  
2 experiences and interactions with other children and adults. Intellectual  
3 development is reinforced and extended through opportunities to engage in  
4 meaningful activities that stimulate cognitive development. The children  
5 shall sleep and eat on their own schedule.

6 D. Continuity of Care

7 To promote continuity of care, CDI shall ensure that children stay  
8 in the same classroom with their primary caregivers.

9 The transition between classrooms shall be slow and shall be based  
10 on the readiness of each child.

11 Preschool Services Ages Two (2) Through Five (5) Years

12 E. Curriculum

13 CDI shall provide a curriculum to promote developmentally  
14 appropriate practices for preschool children. The curriculum's focus is on  
15 children's interpretation of their world in the context of trusting  
16 relationships with adults. Children construct their understanding of the  
17 world from their active involvement with people, materials, and ideas. A  
18 child's understanding of their world changes and expands as a result of their  
19 day-to-day interactions.

20 Through the entire curriculum process, children learn important  
21 school readiness and social competency skills, such as learning they are  
22 valuable, loveable, and capable; learning to trust and respect each other;  
23 learning how to handle challenges, and proactively problem solve, and learning  
24 about justice and fairness.

25 F. Observations

26 The Preschool Teacher shall make daily observations. Observations  
27 shall be recorded in the DRDP-R assessment. The observations shall be used to  
28 plan activities and assess the children's individual growth and developmental

1 ~~levels. All documentation shall be kept in a locked cabinet in the classroom.~~

2 G. Classroom Schedule

3 ~~Children expand their skills and knowledge through a variety of~~  
4 ~~experiences and interactions with other children and adults. Intellectual~~  
5 ~~development shall be reinforced and extended through opportunities to engage~~  
6 ~~in meaningful activities that stimulate cognitive development. The classroom~~  
7 ~~schedule shall include the following components: Morning Meeting/Circle,~~  
8 ~~Planning, Work-time, Recall Time, Outside Time, and Small Group Time. The~~  
9 ~~Lesson Plan shall be posted weekly.~~

10 CONTRACTOR shall:

11 3.1 Implement a curriculum approved by ADMINISTRATOR, that meets the  
12 requirements of California Department of Education Infant/Toddler Foundation  
13 and the California Department of Education Preschool Foundation (Foundations),  
14 and is tailored to meet the individual needs of each child as identified in  
15 the DRDP-R assessment.

16 3.1.1 A DRDP-R assessment shall be completed at the beginning  
17 of each school year or upon entry into the TFC Early Childhood Development  
18 Center, and at the end of each school year or when the child exits the TFC  
19 Early Childhood Development Center. The DRDP-R assessment shall indicate each  
20 child's progress from the beginning of the school year, or entry into the  
21 program, to the end of the school year or when the child exits the Early  
22 Childhood Development Program.

23 3.1.2 The DRDP-R assessment will be used to assess the child's  
24 progress and align the curriculum to meet the individual child's developmental  
25 needs. The DRDP-R assessment shall include the following elements:

26 3.1.2.1 Child Assessment: An assessment of the child's  
27 mental, emotional and physical health; and educational and safety  
28 requirements. The assessment will identify the child's strengths and needs,



1 disabilities, language, and behavioral health issues. The assessment will be  
2 used to support and further promote the child's well-being. CONTRACTOR shall  
3 include parents, teachers, and other involved adults to identify potential  
4 risks in the child's environment.

5 3.1.2.2 Family Assessment: An assessment that  
6 identifies the family's strengths and needs.

7 3.1.2.3 Family Plan: A plan that incorporates the Child  
8 Assessment and the Family Assessment information, difficulties facing the  
9 family, and strategies to address these issues, including a strength-based,  
10 child and family-focused intervention plan that will lead to the well-being of  
11 the child and family. The Family Plan will be maintained in the case file.

12 3.2 Collaborate with parents upon completion of the Family Plan to  
13 implement strategies and promote efforts similar to the teacher's efforts in  
14 the classroom.

15 3.3 Provide parents with an orientation session and parent handbook.  
16 The orientation session and parent handbook shall include information on  
17 CONTRACTOR's philosophy and goals, curriculum and services, as well as a clear  
18 description of health exclusions of ill children. The orientation will also  
19 provide parents with an explanation of the DRDP-R and how it will be used to  
20 alter the curriculum based on each child's individual needs.

21 3.4 Notify ADMINISTRATOR within three (3) business days of any  
22 obstacles to a child's enrollment in the Early Childhood Development Center.

23 3.5 Observe child behaviors on an ongoing basis and record  
24 observations on the DRDP-R assessment.

25 3.6 Provide parent education services on issues identified through  
26 parent surveys administered by CONTRACTOR or through other programs  
27 administered by ADMINISTRATOR, DRDP-R assessments and Foundations goals.

28 3.7 Provide Infant/Toddler Services for children ages birth through

1 two and a half (2 ½) years of age, and Preschool Services for children ages  
2 two (2) through five (5) years of age in separate classrooms. Children shall  
3 transfer from Infant/Toddler Services to Preschool Services based on each  
4 child's individual developmental needs, as determined by collaboration between  
5 CONTRACTOR, ADMINISTRATOR and the parent. Transfers between Infant/Toddler  
6 Services and Preschool Services shall be consistent with CCL regulations.

7 3.8 Actively refer families to needed services and follow-up to ensure  
8 that the referral was successful.

9 3.8.1 Identify barriers and coordinate services with the Health  
10 Care Agency (HCA) relating to health, behavioral or mental health and/or  
11 substance abuse issues and provide the family with the appropriate referral.

12 3.8.2 Collaborate with ADMINISTRATOR and the parent to refer  
13 and link the family to community resources and developmental services, such as  
14 Faith-Based Organizations (FBOs) and Community-Based Organizations (CBOs),  
15 community colleges, high schools, child care providers, employers, Family  
16 Resource Centers (FRCs), Workforce Investment Boards (WIBs), and housing  
17 authorities.

18 3.8.3 Provide children with disabilities referrals to  
19 specialized services.

20 3.8.4 Assist families in accessing appropriate resources,  
21 including but not limited to, assistance with access to health insurance,  
22 establishment of a medical home, care provision by health providers and  
23 prevention services.

24 3.9 Work collaboratively with the mothers, from the TFC Mother and  
25 Child Residential Homes, on the development and implementation of a  
26 transitional plan to enroll each child in another subsidized child care or  
27 early education program when the child/family leaves the TFC Early Childhood  
28 Development Center.

1           ~~3.10 In order to provide uninterrupted services for children enrolled~~  
2 ~~in the CDI Program at the TFC Early Childhood Development Center. CDI and TFC~~  
3 ~~staff shall coordinate efforts to ensure that each child remains enrolled in~~  
4 ~~comparable subsidized early childhood education program in the community.~~  
5 ~~This shall be accomplished through the following process:~~

6           ~~3.10.1 All mothers residing at the TFC Mother and Child~~  
7 ~~Residential Homes and their children placed with them shall be encouraged to~~  
8 ~~participate in a comparable subsidized early childhood education program in~~  
9 ~~the community, where available.~~

10          ~~3.10.2 All foster parents or other caregivers of children that~~  
11 ~~are enrolled in the TFC Early Childhood Development Center shall be encouraged~~  
12 ~~to participate in a center-based program, where available.~~

13          ~~3.10.3 The teacher shall meet with the family where the child~~  
14 ~~will be placed, and explain the CDI program and, if appropriate, complete~~  
15 ~~enrollment documents for the child.~~

16          ~~3.10.4 If the caregiver agrees and funding is available, CDI~~  
17 ~~shall transfer the child, on a priority basis, to any of its centers in the~~  
18 ~~community where the mothers or parent/caregiver may choose. If space is not~~  
19 ~~available at the center of choice, CDI shall continue to serve the child~~  
20 ~~through its home-based program until the child becomes eligible for~~  
21 ~~Kindergarten or a space in the CDI center is available.~~

22          ~~3.10.5 If the family chooses a community based early education~~  
23 ~~service, CDI staff shall work with the family to ensure that the child is~~  
24 ~~enrolled at the child care center or provider of choice.~~

25          ~~3.10.6 If the child has additional special needs, CDI shall~~  
26 ~~convene a transition meeting with the professionals from TFC and CDI, as~~  
27 ~~appropriate, to develop a plan of services for the child. This meeting shall~~  
28 ~~occur for any child who has an Individualized Educational Plan/Individualized~~

1 ~~Family and Services Plan (IEP/IFSP), has any behavioral or suspected emotional~~  
2 ~~issues, or any other health/nutritional issues that must be addressed.~~

3 ~~3.10.7 CDI staff shall continue to work with the family until~~  
4 ~~all records and services are successfully transitioned to the center of~~  
5 ~~choice. Upon transition, the Center Director and classroom teacher shall be~~  
6 ~~the families' primary contact for services.~~

7 ~~3.10.8 All families enrolled in the CDI program shall be given~~  
8 ~~an orientation to the program, and shall have access to all of the~~  
9 ~~comprehensive services offered by CDI.~~

10 4. CONTRACTOR RESPONSIBILITIES

11 CONTRACTOR shall:

12 4.1 Provide to each child, on a daily basis, ~~one (1) two (2)~~  
13 nutritious meal and two (2) snacks, appropriate for the child's age, that  
14 meet or exceed the United States Department of Agriculture (USDA) Child and  
15 Adult Food Program (CACFP) guidelines. In addition, CONTRACTOR will maintain  
16 the following minimum emergency supplies per child on the premises: one (1)  
17 week supply of staple nonperishable foods; two (2) day supply of fresh  
18 perishable foods; and a minimum five (5) day supply of at least one (1) gallon  
19 of water per child.

20 4.2 Provide parents nutrition education, including obesity prevention.

21 4.3 Participate in collaborative meetings, when needed, with  
22 ADMINISTRATOR and/or Orange County HCA health and mental health staff for  
23 children with health, behavioral or mental health issues.

24 4.4 Implement and utilize a set of rules regarding visitation hours,  
25 sign-in/out requirements in a Visitors Log, and visitation areas. Such rules  
26 will apply to all visitors. CONTRACTOR will establish a list of approved  
27 visitors and ensure that upon entering the Early Childhood Development Center,  
28 all visitors are on the list and sign-in on the Visitors Log. CONTRACTOR will

1 request a California Driver's License or other form of government issued  
2 picture identification and will record the name, address, and driver's license  
3 number, or identification number, if available, of each visitor, as well as  
4 the visitor's relationship to the mother and child, the stated purpose of the  
5 visit, and the time of the visitor's entry and departure.

6 4.5 Maintain a separate, complete, and current medical and  
7 developmental record for each child.

8 4.6 Ensure that the delivery of services is based on the following  
9 principles:

10 4.6.1 The provision of services shall be conducted in a manner  
11 responsive to literacy, language, and socio-cultural issues that may impact  
12 participants. CONTRACTOR's staff shall be trained in cultural differences to  
13 ensure their ability to recognize and assist the parents and children  
14 attending the Early Childhood Development Center.

15 4.6.2 Opportunities shall be maximized to provide integrated,  
16 coordinated, and easily accessible resources for participants.

17 4.6.3 Services shall be strength-based, family-friendly and  
18 family-centered.

19 4.6.4 Services shall be community-based, and provide integrated  
20 services that coordinate Federal, State and community funding opportunities.

21 4.6.5 Services shall be outcome-driven and focus on identifying  
22 indicators that accurately reflect progress towards goals stated in Paragraph  
23 1 of Exhibit A of this Agreement.

24 5. FACILITIES

25 5.1 It is mutually understood that CONTRACTOR shall provide services  
26 at the following facility:

27 Tustin Family Campus  
28 Campus Service Center  
Early Childhood Development Center  
15405 Landsdowne Road

Tustin, CA 92710

5.2 COUNTY will provide the following accommodations at the facility:

5.2.1 An open workstation or office for the Director who will oversee the sign-in and sign-out requirements to the TFC Early Childhood Development Center.

5.2.2 An indoor classroom space, children and staff bathrooms, isolation areas, storage areas, napping areas, and an outdoor play area. Infant/toddler areas are separated from the preschool classroom.

5.2.3 A warming kitchen that has a refrigerator, sink, and microwave. There is no stove; however, there is capability for a food cart.

5.2.4 An infant/toddler indoor and outdoor area for eight (8) children and a preschool classroom and play yard for sixteen (16) children. All indoor and outdoor areas will meet CCL requirements.

5.3 CONTRACTOR shall provide a safe, clean environment and maintain the facilities in compliance with all applicable laws, rules, regulations, building codes, statutes and orders, as they now exist or may be subsequently amended. CONTRACTOR shall be responsible for securing and providing all janitorial services to the premises on a five (5) day per week basis, subject to the satisfaction of the ADMINISTRATOR.

5.4 CONTRACTOR shall use the TFC dedicated telephone line and the telephone lines provided for CONTRACTOR's collocated staff for the express purpose of handling COUNTY business calls. CONTRACTOR shall maintain a phone log containing a list of all long distance calls made from the telephone lines funded by the COUNTY. The list will include the phone number, the person called, the name of the TFC participant for whom the call was made, and the purpose of the call. This list will be submitted to ADMINISTRATOR on a monthly basis.

6. EQUIPMENT AND FURNISHINGS

6.1 CONTRACTOR shall provide, install and maintain, at no cost to

1 COUNTY, all computer hardware and/or software and any other electronic  
2 equipment used to provide services and meet all reporting requirements under  
3 this Agreement. Pursuant to Subparagraph 18.1.6 above, CONTRACTOR shall not  
4 use funds provided under this Agreement to purchase computer hardware and/or  
5 software. CONTRACTOR will not have access to ADMINISTRATOR's computer  
6 information network. CONTRACTOR shall be responsible for providing any  
7 Internet connections and wiring for their computer subject to review by COUNTY  
8 Information Technology staff.

9 6.2 CONTRACTOR shall be responsible for maintaining all furnishings  
10 and toys provided by COUNTY in good working order and condition, normal wear  
11 and tear excepted. CONTRACTOR shall be responsible for providing or replacing  
12 any additional furnishing and toys with approval of ADMINISTRATOR.

13 7. HOURS OF OPERATION

14 7.1 CONTRACTOR shall provide services during hours that are responsive  
15 to the needs of the target population(s) as determined by ADMINISTRATOR, and  
16 per requirements in Paragraphs 3 and 4 above. At a minimum, CONTRACTOR shall  
17 provide services during business days Monday through Friday, from 7:30 a.m. to  
18 5:30 p.m. ~~6:30 a.m. to 6:00 p.m.~~, except COUNTY holidays as established by the  
19 Orange County Board of Supervisors. However, CONTRACTOR is encouraged to  
20 provide services on holidays, whenever possible.

21 7.2 COUNTY's holiday schedule is as follows: New Year's Day, Martin  
22 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
23 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
24 Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior,  
25 written approval from ADMINISTRATOR for any closure outside of COUNTY's  
26 holiday schedule. Any unauthorized closure shall be deemed a material breach  
27 of this Agreement, pursuant to Paragraph 19, and shall not be reimbursed.

28 ///

1       8.     QUALITY CONTROL

2           Throughout the term of this Agreement, CONTRACTOR shall establish and  
3     utilize a comprehensive Quality Control Plan, in a format approved by  
4     ADMINISTRATOR, to monitor the level of program service and quality. The  
5     Quality Control Plan shall be effective for the entire term of this Agreement  
6     and will be updated and resubmitted for approval by ADMINISTRATOR when changes  
7     occur. The Quality Control Plan will include, but not be limited to, the  
8     following:

9           8.1 A method for ensuring the services and deliverables are being  
10    provided in accordance with the requirements defined in this Agreement;

11          8.2 A method for ensuring that the professional staff rendering  
12    services under this Agreement have the necessary qualifications;

13          8.3 A method for identifying and preventing deficiencies in the  
14    quality of service;

15          8.4 A method for providing ADMINISTRATOR with a copy of CONTRACTOR  
16    case reviews, and a clear description of any corrective action taken to  
17    resolve identified problems;

18          8.5 Items/areas to be inspected on either a scheduled or unscheduled  
19    basis, how often inspections will be accomplished, and the title of the  
20    individual(s) who will perform the inspections;

21          8.6 Specific methods for identifying and preventing deficiencies in  
22    the quality of service performed, before the level of performance becomes  
23    unacceptable;

24          8.7 Maintenance of a file of all inspections conducted by CONTRACTOR  
25    and, if necessary, the corrective action taken; and

26          8.8 Method for continuing services in the event of a strike by  
27    CONTRACTOR's employees or a natural disaster.

28     ///



1        9.     BUSINESS CONTINUITY PLAN

2            9.1     CONTRACTOR shall provide a written Business Continuity Plan (BCP)  
3 that identifies how CONTRACTOR will continue to provide services after a  
4 business interruption, including, but not limited to, a strike by CONTRACTOR's  
5 employees or a natural disaster.

6            9.2     CONTRACTOR shall submit the BCP which will include a Disaster  
7 Preparedness and Response Plan to ADMINISTRATOR within thirty (30) days of the  
8 effective date of this Agreement.

9            9.3     The Disaster Preparedness and Response Plan will include, but not  
10 be limited to, the following:

11            9.3.1    Evacuation protocols and procedures that include  
12 CONTRACTOR's responsibility for the safety, relocation, and tracking of all  
13 participants in its care during any disaster event.

14            9.3.2    Notification to be made to ADMINISTRATOR with regard to  
15 participants' welfare, including the provision of on-site emergency contact  
16 information.

17            9.3.3    Provisions for maintaining court ordered services during  
18 a disaster.

19            9.3.4    Protection and recovery of participants' records.

20            9.3.5    Provision of crisis-response services to participants  
21 such as crisis counseling, medical needs, both through the provision of  
22 prescribed medications, or through the provision of emergency medical  
23 services.

24            9.3.6    Disaster response training for staff.

25            9.3.7    Maintenance and review of plan at regular intervals.

26        10.     REPORTS

27            CONTRACTOR shall provide the following to ADMINISTRATOR:

28            10.1    All reports required by and provided to CCL and the California

1 Department of Education (CDE) and/or National Association for the Education of  
2 Young Children (NAEYC) Accreditation at the time of the report.

3 10.2 All DRDP-R assessments indicating each child's progress from the  
4 beginning of the school year to the end of the school year or when the child  
5 enters and exits the TFC Early Childhood Development Center.

6 10.3 Copies of all mandatory reporting documents, which include, but  
7 are not limited to, Child Abuse reports, Special Incident Reports, and client  
8 complaints.

9 10.4 Copies of all monthly or quarterly reports required by and  
10 submitted to CDE, CalWORKs staff or to the Agency for Children and Families  
11 (ACF).

12 10.5 A monthly enrollment status report, or more often as determined by  
13 ADMINISTRATOR, to ensure that children are identified and enrolled as openings  
14 occur.

15 10.6 A quarterly status report on all children enrolled in the program  
16 that includes, but not limited to, the following:

17 10.6.1 Names of children who have left the TFC Early Childhood  
18 Development Center;

19 10.6.2 Name and address of any new subsidized early childhood  
20 education program;

21 10.6.3 All referrals for intervention services; and

22 10.6.4 All follow up contacts to ensure that necessary services  
23 are received.

24 10.7 An annual program evaluation report in a format approved by  
25 ADMINISTRATOR.

26 **11. MEETINGS**

27 11.1 CONTRACTOR shall jointly host regular coordination meetings with  
28 ADMINISTRATOR and CONTRACTOR's staff to coordinate procedures, review program

1 operations, and resolve issues.

2 11.2 Performance Evaluation meetings will be conducted as deemed  
3 necessary by ADMINISTRATOR

4 ~~11.3 CDI shall conduct a monthly Case Review Conference with CDI's~~  
5 ~~designated staff and SSA Child Care Coordinator to present and review the~~  
6 ~~progress of each participating child and services provided to each. Topics to~~  
7 ~~be discussed may include but are not limited to: the child's dynamics, case~~  
8 ~~challenges, successful strategies for service delivery, resources utilized,~~  
9 ~~and outcomes.~~

10 ~~11.4 CDI and SSA shall conduct quarterly Utilization Reviews and shall~~  
11 ~~meet at the TFC at SSA's request to review and evaluate a random selection of~~  
12 ~~participating child case records. CDI shall have current, up-to-date~~  
13 ~~summaries and documents available in the case files at the scheduled time of~~  
14 ~~each Utilization Review. The review shall include, but is not limited to, an~~  
15 ~~evaluation of the completeness and appropriateness of services provided, and~~  
16 ~~documentation and recordkeeping of service delivery. The child's cases to be~~  
17 ~~reviewed shall be selected by SSA Child Care Coordinator.~~

18 12. PERFORMANCE MONITORING AND REVIEWS

19 12.1 CONTRACTOR's performance will be monitored and reviewed by  
20 ADMINISTRATOR's staff, who will conduct reviews as part of an on-going  
21 evaluation of CONTRACTOR's performance. CONTRACTOR will cooperate with  
22 ADMINISTRATOR in providing the information necessary for performance  
23 monitoring, and with authorized State or Federal representatives who may audit  
24 program services.

25 12.2 ADMINISTRATOR may use a variety of inspection methods to evaluate  
26 CONTRACTOR's performance, including, but not be limited to, the following:

27 12.2.1 Inspection of CONTRACTOR's enrollment reports, child and  
28 family files, and applicable data reports to ensure compliance with the

1 outcome objectives as stated in this RFP;

2 12.2.2 Random sampling of program activities including a review  
3 of child and family files each month;

4 12.2.3 Utilization of activity checklists and random  
5 observations;

6 12.2.4 Inspection of output items on a periodic basis as deemed  
7 necessary;

8 12.2.5 Review of COUNTY computer data system reports;

9 12.2.6 Participant complaints and/or participant questionnaires;  
10 and

11 12.2.7 Service provider complaints or reports.

12 12.3 When it is determined that services were not performed in  
13 accordance with this Agreement and/or COUNTY policies during the review  
14 period, ADMINISTRATOR may require a corrective action plan. CONTRACTOR will,  
15 within the time period specified in any such corrective action plan, remedy  
16 the performance defects.

17 12.4 Performance evaluation meetings will be conducted as deemed  
18 necessary by ADMINISTRATOR.

19 13. HANDLING COMPLAINTS

20 13.1 CONTRACTOR shall develop, operate and maintain procedures for  
21 receiving, investigating and responding to service provider and participant  
22 complaints, including Civil Rights complaints against direct service providers  
23 made by participants, requests for State Hearings and formal grievances,  
24 requests for COUNTY reviews, and other complaints relating to the TFC Early  
25 Childhood Development Center.

26 13.2 CONTRACTOR staff shall maintain a log for identification and  
27 response to participants' complaints. When complaints cannot be resolved  
28 informally, a system of follow-through shall be instituted which adheres to

1 formal plans for specific actions and response to complaints within two (2)  
2 business days.

3 13.3 When CONTRACTOR believes any complaint may have legal implications  
4 for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately  
5 to ADMINISTRATOR prior to responding to the complaint.

6 13.4 CONTRACTOR shall provide, in a format approved by ADMINISTRATOR,  
7 information pertaining to complaints, as well as CONTRACTOR's response to any  
8 complaints to ADMINISTRATOR, as described above, within ten (10) business days  
9 of the complaint.

10 13.5 CONTRACTOR shall submit to ADMINISTRATOR a monthly summary of all  
11 complaints received. Complaints include, but are not limited to, complaints  
12 from clients, other contract service providers, community organizations, and  
13 the public.

14 14. OUTSIDE CONTACTS

15 CONTRACTOR shall:

16 14.1 Immediately inform ADMINISTRATOR of any inquiry from an elected  
17 official, their representative, participant advocate, or the press, and  
18 immediately provide information in order for ADMINISTRATOR to respond.

19 14.2 Consult with ADMINISTRATOR prior to initiating contact with a  
20 participant advocate or the press.

21 14.3 Inform ADMINISTRATOR prior to initiating contact with an elected  
22 official or their representative.

23 15. SERIOUS ILLNESS, ACCIDENT/INJURY, HOSPITALIZATION, OR DEATH

24 CONTRACTOR shall immediately notify ADMINISTRATOR by telephone at (714)  
25 580-1713 (voicemail is not acceptable) upon CONTRACTOR becoming aware of any  
26 serious illness, accident/injury, hospitalization, or death of any COUNTY  
27 client in CONTRACTOR's care. This verbal report will be followed by a Special  
28 Incident Report (SIR) on a form approved by ADMINISTRATOR within twenty-four

(24) hours after such serious illness, accident/injury, hospitalization, or death.

15.1 The verbal and written reports will include, but not be limited to:

15.1.1 Name of the COUNTY client and date of birth;

15.1.2 Date, time, and location of serious illness, accident/injury, hospitalization, or death; and

15.1.3 Program under which the COUNTY client was receiving services;

15.1.4 Name or names of each person involved (first and last name) with knowledge of the event and their role/relationship to client/family; and

15.1.5 Summary of the circumstances thereof.

**16. BUDGET**

The budget for Early Childhood Education Services at Tustin Family Campus pursuant to this Agreement is set forth as follows:

**Budget period for March 1, 2014 through June 30, 2014**

	<b>Max Hourly</b>		<b>Annual</b>
<b>Salaries and Benefits:</b>	<b>Rate <sup>(1)</sup></b>	<b>FTE <sup>(2)</sup></b>	<b>Budget</b>
<b><u>Direct Service Positions:</u></b>			
Site Supervisor	20.01	1.0	13,874
Teacher	14.46	2.0	20,051
Teacher Assistant	11.27	4.0	31,255
Homemaker/Custodian	10.86	1.0	7,530
Subtotal Direct Service Salaries <sup>(3)</sup>			\$72,710
Benefits (47.46%) <sup>(4)</sup>			34,505
Total Direct Service Salaries and Benefits			\$107,215
<b><u>Administrative Positions:</u></b>			

1	Vice President	72.11	0.03	1,500
2	Director	38.28	0.05	1,327
3	Subtotal Administrative Salaries <sup>(3)</sup>			\$2,827
4	Benefits (32.90%) <sup>(4)</sup>			930
5	Total Administrative Salaries and Benefits			\$3,757
6	Total Salaries and Benefits			\$110,972
7	<u>Services and Supplies</u>			
8	Independent Audit			400
9	Translation Services			333
10	Payroll Service			904
11	Pre-Employment Exam			1,219
12	Substitute Teacher			800
13	Dues			667
14	Postage			400
15	Office Expense			1,200
16	Program Expense			1,600
17	Telephone			600
18	Mileage <sup>(5)</sup>			1,200
19	Food			6,344
20	Janitorial Supplies			2,000
21	Equipment for Kitchen			5,000
22	Total Services and Supplies			\$22,667
23	<u>Operating Expenses</u>			
24	Equipment Lease/Rental			1,300
25	Maintenance			1,000
26	Insurance			2,500
27	Travel & Conference <sup>(6)</sup>			1,600
28	Internet & Network Service			400

1	Bank Service Charge	120
2	Total Operating Expenses	\$6,920
3	Total Services & Supplies and Operating Expenses	\$29,587
4	Indirect Costs (8.0%)	11,245
5	<b>Maximum Obligation 3/1/14 - 6/30/14</b>	<b>\$151,804</b>

**Budget period for July 1, 2014 through June 30, 2015**

7		Max Hourly		Annual
8	<u>Salaries and Benefits:</u>	<u>Rate</u> <sup>(1)</sup>	<u>FTE</u> <sup>(2)</sup>	<u>Budget</u>
9	<u>Direct Service Positions:</u>			
10	Site Supervisor	20.61	1.0	42,869
11	Teacher	14.89	2.0	61,942
12	Teacher Assistant	11.61	4.0	96,595
13	Homemaker/Custodian	11.19	1.0	23,275
14	Subtotal Direct Service Salaries <sup>(3)</sup>			\$224,681
15	Benefits (44.30%) <sup>(4)</sup>			99,538
16	Total Direct Service Salaries and Benefits			\$324,219
17	<u>Administrative Positions:</u>			
18	Vice President	74.27	0.03	4,634
19	Director	39.43	0.05	4,101
20	Subtotal Administrative Salaries <sup>(3)</sup>			\$8,735
21	Benefits (32.45%) <sup>(4)</sup>			2,835
22	Total Administrative Salaries and Benefits			\$11,570
23	Total Salaries and Benefits			\$335,789
24	<u>Services and Supplies</u>			
25	Independent Audit			1,200
26	Translation Services			1,000
27	Payroll Service			4,226
28	Pre-Employment Exam			440



1	Substitute Teacher	2,400
2	Dues	2,000
3	Postage	1,200
4	Office Expense	3,600
5	Program Expense	4,800
6	Telephone	1,800
7	Mileage <sup>(5)</sup>	3,600
8	Food	19,220
9	Janitorial Supplies	6,000
10	Equipment for Kitchen	0
11	<b>Total Services and Supplies</b>	<b>\$51,486</b>
12	<u>Operating Expenses</u>	
13	Equipment Lease/Rental	3,900
14	Maintenance	3,000
15	Insurance	2,500
16	Travel & Conference <sup>(6)</sup>	4,800
17	Internet & Network Service	1,200
18	Bank Service Charge	360
19	<b>Total Operating Expenses</b>	<b>\$15,760</b>
20	<b>Total Services &amp; Supplies and Operating Expenses</b>	<b>\$67,246</b>
21	Indirect Costs (8.0%)	\$32,243
22	<b>Maximum Obligation 7/1/14 - 6/30/15</b>	<b>\$435,278</b>

**Budget period for July 1, 2015 through June 30, 2016**

	<u>Max Hourly</u>		<u>Annual</u>
<u>Salaries and Benefits:</u>	<u>Rate <sup>(1)</sup></u>	<u>FTE <sup>(2)</sup></u>	<u>Budget</u>
<u>Direct Service Positions:</u>			
Site Supervisor	21.23	1.0	44,158
Teacher	15.34	2.0	63,814

1	Teacher Assistant	11.96	4.0	99,507
2	Homemaker/Custodian	11.52	1.0	23,962
3	Subtotal Direct Service Salaries <sup>(3)</sup>			\$231,441
4	Benefits (44.87%) <sup>(4)</sup>			103,844
5	Total Direct Service Salaries and Benefits			\$335,285
6	<u>Administrative Positions:</u>			
7	Vice President	76.50	0.03	4,774
8	Director	40.61	0.05	4,223
9	Subtotal Administrative Salaries <sup>(3)</sup>			\$8,997
10	Benefits (32.87%) <sup>(4)</sup>			2,958
11	Total Administrative Salaries and Benefits			\$11,955
12	Total Salaries and Benefits			\$347,240
13	<u>Services and Supplies</u>			
14	Independent Audit			1,260
15	Translation Services			1,000
16	Payroll Service			4,353
17	Pre-Employment Exam			440
18	Substitute Teacher			2,400
19	Dues			2,000
20	Postage			1,200
21	Office Expense			3,600
22	Program Expense			4,800
23	Telephone			1,800
24	Mileage <sup>(5)</sup>			3,600
25	Food			19,220
26	Janitorial Supplies			6,000
27	Equipment for Kitchen			0
28	Total Services and Supplies			\$51,673

1	Operating Expenses	
2	Equipment Lease/Rental	3,900
3	Maintenance	3,000
4	Insurance	2,575
5	Travel & Conference <sup>(6)</sup>	4,800
6	Internet & Network Service	1,200
7	Bank Service Charge	360
8	Total Operating Expenses	\$15,835
9	Total Services & Supplies and Operating Expenses	\$67,508
10	Indirect Costs (8.0%)	33,180
11	<b>Maximum Obligation 7/1/15 - 6/30/16</b>	<b>\$447,928</b>
12	<b>TOTAL MAXIMUM OBLIGATION MARCH 1, 2014 THROUGH JUNE 30, 2016</b>	<b>\$1,035,010</b>

13 (1) Maximum hourly rates which will be permitted during the term of this  
 14 Agreement; employees may be paid at less than maximum rate.

15 (2) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount  
 16 of time (stated as a percentage) each position will be providing services  
 17 under the terms of this Agreement. This percentage is based upon a 40-  
 18 hour workweek. For salaried employees, FTE is defined as the amount of  
 19 time (stated as a percentage) the position will be paid for under the  
 20 terms of this Agreement, regardless of the number of hours actually  
 21 worked.

22 (3) Total salaries are calculated on average hourly rates for positions with  
 23 average hourly rates and on maximum hourly rates for positions with no  
 24 average hourly rates.

25 (4) Employee Benefits include 401k, medical insurance, dental insurance, life  
 26 insurance, and long-term/short-term disability insurance. Also included  
 27 are payroll taxes such as FICA, Federal Unemployment Tax, State  
 28 Unemployment Tax, and Worker's Compensation Tax, based on the currently  
 prevailing rates.

(5) Mileage is limited to the amount allowed by the IRS.

(6) Travel costs will be in accordance with 41 CFR Chapter 301 Federal Travel  
 Regulation; Maximum Per Diem Rates, Final Rules. Travel must be approved  
 in advance by ADMINISTRATOR.

CONTRACTOR and ADMINISTRATOR may agree, subject to advance written

1 notice, to add, delete or modify line items and/or amounts and/or the number  
2 and type of FTE positions without changing COUNTY's maximum obligation as  
3 stated in Subparagraph 19.1 of this Agreement or reducing the level of service  
4 to be provided by CONTRACTOR.

5 17. STAFFING REQUIREMENTS

6 17.1 The minimum staff to child ratios required at all times while the  
7 TFC Early Childhood Development Center is open will be one-to-four (1:4) for  
8 Infant/Toddler Services, and one-to-twelve (1:12) for Preschool age children.  
9 Staffing ratios between teachers and aides shall meet all CCL requirements.

10 17.2 All CONTRACTOR staff must meet all CCL requirements regarding  
11 education, experience, and training. These requirements may be found at the  
12 following Internet website: [www.cclld.ca.gov](http://www.cclld.ca.gov).

13 17.3 CONTRACTOR staff must model effective early childhood parenting  
14 techniques and encourage parent involvement.

15 17.4 CONTRACTOR staff must be trained, knowledgeable, and experienced  
16 on the needs of children suffering from emotional losses and trauma.

17 17.5 Teachers and staff must demonstrate an ability to work with  
18 mothers who may be participating in Orange County's Striving to Achieve  
19 Recovery and Reunification (STARR) program and are reunifying with their  
20 children.

21 17.6 All services must be linguistically and culturally responsive.  
22 Bilingual staff must meet or exceed the required Full-Time Equivalent (FTE)  
23 ratios, as specified above. Although English is the predominant language  
24 spoken by the children, there are children whose primary language is not  
25 English (e.g., Spanish or Vietnamese). At a minimum, CONTRACTOR must provide  
26 staff capable of communicating in English, Spanish, and Vietnamese.

27 17.7 Staff Duties and Qualifications

28 CONTRACTOR shall provide the following described staff positions:

1 17.7.1 Program Director:

2 Duties:

3 17.7.1.1 Direct and administer the operation of the TFC  
4 Early Childhood Development Center;

5 17.7.1.2 Ensure overall implementation of the program  
6 goals; and

7 17.7.1.3 Planning, directing, organizing and coordinating  
8 administrative services.

9 Minimum Qualifications:

10 17.7.1.4 Master of Arts degree from an accredited college  
11 or university in human services or related field.

12 17.7.2 Site Supervisor:

13 Duties:

14 17.7.2.1 Supervise and operate the TFC Early Childhood  
15 Development Center; and

16 17.7.2.2 Ensure the program meets requirements of this  
17 Agreement and CONTRACTOR's standards.

18 Minimum Qualifications:

19 17.7.2.3 Must meet all CCL requirements for Site  
20 Supervisor position;

21 17.7.2.4 Five (5) years' of progressively responsible  
22 management/supervisory experience; and

23 17.7.2.5 Bilingual in English and Spanish.

24 17.7.3 Teacher:

25 Duties:

26 17.7.3.1 Provide direct care, guidance and instruction to  
27 children attending the TFC Early Childhood Development Center; and

28 17.7.3.2 Instruct children in activities designed to

1 promote social, physical and intellectual growth and stimulate learning, in  
2 accordance with the developmental stages of the children.

3 Minimum Qualifications:

4 17.7.3.3 Must meet all CCL requirements for Teacher  
5 position;

6 17.7.3.4 High School Diploma or GED;

7 17.7.3.5 Twenty-four (24) units in Early Childhood  
8 Education Development;

9 17.7.3.6 Five (5) years' of progressively responsible  
10 management/supervisory experience;

11 17.7.3.7 Bilingual in English and Spanish and/or  
12 Vietnamese;

13 17.7.3.8 Valid Driver's License; and

14 17.7.3.9 Possess the ability to write clear and concise  
15 reports.

16 17.7.4 Teacher Assistant:

17 Duties:

18 17.7.4.1 Assist in the instruction and care of children;  
19 and

20 17.7.4.2 Provide supervision of children.

21 Minimum Qualifications:

22 17.7.4.3 Must meet all CCL requirements for Teacher  
23 Assistant position;

24 17.7.4.4 High School diploma or GED;

25 17.7.4.5 Six (6) units in Early Childhood Education  
26 Development; and

27 17.7.4.6 Bilingual in English and Spanish and/or  
28 Vietnamese.

17.7.5 Homemaker/Custodian:

Duties:

17.7.5.1 Plan and prepare meals for the children; and

17.7.5.2 Maintain the TFC Early Childhood Development Center offices, grounds, equipment and storage rooms in good repair and cleanliness.

Minimum Qualifications:

17.7.5.3 High School diploma or GED; and

17.7.5.4 Bilingual in English and Spanish and/or Vietnamese.

18. STAFF TRAINING

18.1 CONTRACTOR shall develop a training program to educate its employees on the characteristics of children who are in this age group and placed at the TFC. This training will ensure that employees can adequately supervise and support the full development of all children.

18.2 COUNTY staff will provide initial training to a limited number of select CONTRACTOR staff with respect to COUNTY policies and procedures. CONTRACTOR will be required to attend any additional training(s) that COUNTY determines to be mandatory. CONTRACTOR must conduct subsequent training(s) for its staff.

18.3 CONTRACTOR shall provide ongoing staff training and assistance to its staff to ensure that all assignments are effectively handled.

18.4 CONTRACTOR shall ensure that its staff receives training in understanding cultural differences among groups of participants, and recognizes and effectively intervenes to overcome any language and/or cultural barriers that the family may encounter.

18.5 CONTRACTOR shall maintain a log of in-house training activities and participants. This log will be made available to ADMINISTRATOR upon

1 request.

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