

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

This AGREEMENT, entered into this 1st day of ~~July 2017~~ July 2020, 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.”

WITNESSETH:

WHEREAS, COUNTY issued a Request for Proposal for the provision of Early Childhood Education Services in the Early Childhood Development Center at the Tustin Family Campus (TFC) in 2016; and

WHEREAS, CONTRACTOR and COUNTY entered into an agreement for the provision of Early Childhood Education Services in the Early Childhood Development Center at TFC for the period of July 1, 2017 through June 30, 2020; and

WHEREAS, COUNTY desires to contract with CONTRACTOR for an additional one (1) year term for the provision of Early Childhood Education Services in the Early Childhood Development Center at TFC for the period of July 1, 2020, through June 30, 2021; and

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

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, ~~2017~~2020, and terminate on June 30, ~~2020~~2021, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

2.2 CONTRACTOR, shall at all times be in compliance with the California Department of Social Services (CDSS) Community Care Licensing (CCLD) requirements for child care centers, including adherence to Title 22 of the California Code of Regulations (CCR) and specific requirements for staff training and education for children age five (5) years and under. ~~Requirements can be found at the Internet site, <http://cclid.ca.gov/PG333.htm>.~~

2.3 Both parties understand that part of the funding for this agreement could come from a state grant from the California Department of Education (CDE). In the event the COUNTY receives this grant, CONTRACTOR shall comply with statutes and regulations governing the California State Preschool Program (CSPP), including CCR Title 5, as well as the program requirements, ~~General Terms and Conditions (GTC-610) and Funding Terms and Conditions promulgated by the Early Education and Support Division (EESD)~~ the Early Learning and Care Division of the CDE.

2.4 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Agreement.

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent

contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

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

4. DESCRIPTION OF SERVICES

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Exhibit A to the 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, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.

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

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

5. LICENSES AND STANDARDS

5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 28 of this Agreement, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain, and require

its personnel to maintain, these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

5.2 ADMINISTRATOR may apply for and obtain a child care license as specified in CCR Title 22 with CONTRACTOR in order to be co-licensees at the Tustin Family Campus Early Childhood Development Center.

5.3 In the performance of this Agreement, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

5.3.1 For federally funded Agreements in the amount of \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from federal financial assistance programs and/or activities.

5.4 CONTRACTOR shall cooperate with the ~~California Department of Social Services (CDSS)~~ on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all reporting and evaluation requirements established by CDSS.

5.4 CONTRACTOR shall be in compliance with ~~California Department of Social Services (CDSS) Community Care Licensing (CCL) Division (CCLD)~~ requirements for child care centers, including adherence to the specific requirements for staff training and education for children age

five (5) years and under. ~~Requirements can be found at the Internet site, <http://eeld.ca.gov/PG555.htm>.~~

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

6.1.1 In the performance of this Agreement, CONTRACTOR may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of CONTRACTOR, or any change in the corporate structure, the governing body, or the management of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this Agreement requiring COUNTY approval.

6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY for the provision of services under the Agreement.

6.2 Change of Ownership

CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY.

7. SUBCONTRACTS

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

7.1.1 Subcontracts of \$50,000 or less

7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

7.1.2 Subcontracts in excess of \$50,000

7.1.2.1 CONTRACTOR shall develop and submit for approval to ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Agreement.

7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or

until any pending audit is completed.

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

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

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

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

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

8.2 Change in Form of Business Organization

If, during the term of this Agreement, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or when changes occur between CONTRACTOR and other businesses that could impact services provided through this Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Agreement.

8.3 Name Change

CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Agreement. While CONTRACTOR is required to provide name change information without prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its status upon request by COUNTY.

9. USE OF COUNTY PROPERTY

9.1 ~~CONTRACTOR shall be co-located with COUNTY staff, at a COUNTY facility, to provide services under this Agreement. CONTRACTOR shall enter into a rent free lease agreement with ADMINISTRATOR for the co-location and shall execute all terms and conditions of said agreement upon ADMINISTRATOR'S presentation of said document to CONTRACTOR. Failure to execute the lease agreement will result in a breach of this Agreement.~~

9.2 During the entire term of this Agreement, CONTRACTOR shall provide services at Tustin Family Campus, a facility wholly owned and operated by County of Orange. CONTRACTOR shall ~~enter~~execute ~~third Amendment to~~into a license~~to license~~ agreement GA1213-215-1, with ~~an extended~~ term of July 1, 2020, to June 30, 2021, with ADMINISTRATOR for facilities provided by ADMINISTRATOR and shall execute all terms and conditions of said agreement and amendments upon ADMINISTRATOR's presentation of said document to CONTRACTOR. Failure to execute the amendment to the license agreement will result in a breach of this Agreement.

9.3 CONTRACTOR is responsible for any costs associated with Fair Employment and Housing Act and Americans with Disabilities Act accommodations for its own employees at COUNTY facilities. COUNTY may, in its sole discretion and on a case-by-case basis, provide for such accommodations at no cost to CONTRACTOR.

9.4 CONTRACTOR shall not be permitted to bring animals onto COUNTY property except as otherwise permitted by Orange County Codified Ordinance 4-1-46.

10. NON-DISCRIMINATION

10.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

10.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 10 et seq.

10.3 Non-Discrimination in Employment

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

10.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

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

California Department of Fair Employment
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Telephone: (800) 884-1684
(800) 700-2320 (TTY)

10.4 Non-Discrimination in Service Delivery

10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as

amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 10.4 et seq.

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

10.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”
(PUB 13)

10.4.2.2 Discrimination Complaint Form

10.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

10.4.3 The following websites provide Civil Rights information, publications and/or forms:

10.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (*Pub 470 - Your rights Under Adult Protective Services*)

10.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (*Pub 13 – Your Rights Under California Welfare Programs*)

10.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply> (*SSA Contractor and Vendor Compliance page*)

11. NOTICES

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

COUNTY: County of Orange Social Services Agency
Contracts and Procurement Services
500 N. State College Blvd, Suite 100
Orange, CA 92868

CONTRACTOR: Mexican American Opportunity Foundation

~~Attn: Martin Castro, President and CEO~~

~~Vicky Santos, Vice President of Operations~~

401 N. Garfield Avenue

Montebello, CA 90640

11.2 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 communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

12. 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.

13. INDEMNIFICATION

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

~~13.1~~13.2 The CONTRACTOR agrees to indemnify and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all CONTRACTOR'S subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Agreement, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by the CONTRACTOR in the performance of the Agreement.

14. INSURANCE

14.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

14.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars

(\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:

14.3.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

14.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

14.3.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

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

14.5 Qualified Insurer

14.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

14.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

14.7 The policy or policies of insurance maintained by CONTRACTOR shall 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
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

14.8 Required Coverage Forms

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

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

14.9 Required Endorsements

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

14.9.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

14.9.1.2 A primary non-contributing endorsement using ISO form CG 20

01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

14.9.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

14.9.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

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

14.10 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

14.11 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

14.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Agreement.

14.13 If CONTRACTOR's Professional Liability and Network Security & Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability and Network Security & Privacy Liability coverage for two (2) years following completion of this Agreement.

14.14 The Commercial General Liability policy shall contain a severability of interests

clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

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

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

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

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

14.19 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

15. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

15.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance under this Agreement. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR’s litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

15.2 Any accident or incident relating to services performed under this Agreement that

involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Agreement.

15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

15.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Agreement.

15.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written agreement, regardless of service location or jurisdiction.

16. CONFLICT OF INTEREST

16.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

16.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Agreement performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

17. ANTI-PROSELYTISM PROVISION

No funds provided directly to institutions or organizations to provide services and administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be

expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

18. SUPPLANTING GOVERNMENT FUNDS

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

19. EQUIPMENT

19.1 All items purchased with funds provided under this Agreement, or which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of ADMINISTRATOR.

CONTRACTOR further agrees to the following:

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

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

19.1.3 To report in writing to ADMINISTRATOR immediately after discovery,

the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

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

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

19.3 Computer Equipment

No computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this Agreement.

20. BREACH SANCTIONS

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

20.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

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

20.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by

COUNTY those monies disallowed pursuant to Subparagraph 20.1.2 above.

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

21. PAYMENTS

21.1 Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall be \$521,292, or actual allowable costs, whichever is less.

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

21.2 Allowable Costs

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2021, during the month of such anticipated expenditure.

21.3 Claims

21.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the fourteenth (14th) calendar day of the month for expenses incurred in the preceding month. In the event the fourteenth (14th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

21.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall

be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 27 of this Agreement.

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

21.3.4 Year-End and Final Claims

21.3.4.1 CONTRACTOR shall submit a final claim by no later than August 30, 2021. Claims received after August 30th may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim must be received, upon written notice to CONTRACTOR.

21.3.4.2 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

22. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Agreement, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within

thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

23. OUTSTANDING DEBT

CONTRACTOR shall have no outstanding debt with COUNTY, or shall be in the process of resolving outstanding debt to ADMINISTRATOR's satisfaction, prior to entering into and during the term of this Agreement.

24. REVENUE

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

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

25. FINAL REPORT

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

26. INDEPENDENT AUDIT

26.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to the aforementioned regulations for any year covered during the term of this Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's financial statements. The audit must be performed in accordance with

generally accepted government auditing standards. CONTRACTOR shall cooperate with COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

26.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR its organization-wide audit within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement with CONTRACTOR until such time as the required audit is provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

27. RECORDS, INSPECTIONS, AND AUDITS

27.1 Financial Records

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

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

27.2 Client Records

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

27.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR

requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 42.2.

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

27.3 Public Records

To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

27.4 Inspections and Audits

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

27.4.2 CONTRACTOR shall make its books and records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.

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

27.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

27.5 Evaluation Studies

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

28. PERSONNEL DISCLOSURE

28.1 This Paragraph applies to all of CONTRACTOR's personnel providing services through this Agreement, paid and unpaid, including those identified in Paragraph 18 of Exhibit A.

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

28.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;

28.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;

28.2.3 The professional degree, if applicable, and experience required for each position; and

28.2.4 The language skill, if applicable, for all Personnel.

28.3 Where authorized by law, and in a manner consistent with California Government Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this Agreement.

28.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,

a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this Agreement: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

28.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Agreement. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Agreement.

28.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 28.4 and 28.5 are completed prior to CONTRACTOR's Personnel providing services under this Agreement.

28.7 In the event a record is revealed through the processes described in Subparagraphs 28.4 and 28.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Agreement.

28.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Agreement, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.

28.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to

provide services under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 20 above.

28.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

28.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.

28.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Agreement.

28.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 28 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

29. EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, agents, subcontractors, and all other individuals performing services under this Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees, agents, subcontractors, and all other individuals performing services under this Agreement to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

32. CONFIDENTIALITY

32.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

32.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Agreement. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any

such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Agreement.

32.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

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

32.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

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

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

33. SECURITY

33.1 Security Requirements

33.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this Agreement. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or

use of COUNTY data. Such safeguards and controls shall include at a minimum:

33.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

33.1.1.2 Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of contract services.

33.1.1.3 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

33.1.1.4 Firewall protection.

33.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.

33.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior written consent. CONTRACTOR further represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

33.2 Security Breach Notification

33.2.1 CONTRACTOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either compromises or could reasonably be expected to compromise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:

33.2.1.1 Investigate to determine the nature and extent of the Security Breach.

33.2.1.2 Contain the incident by taking necessary action, including, but

not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

33.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will take to prevent future similar unauthorized use or disclosure.

33.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally required actions.

34. COPYRIGHT ACCESS

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

35. WAIVER

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

36. SERVICES DURING EMERGENCY AND/OR DISASTER

36.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

36.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.

36.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions.

37. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

37.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

37.2 CONTRACTOR may develop and publish information related to this Agreement where all of the following conditions are satisfied:

37.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

37.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through County, State, and Federal Government funds;

37.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

37.2.3.1 Any commercial product or service; and

37.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

37.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

38. ENERGY EFFICIENCY STANDARDS

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

39. ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC Section 7401 et seq.], the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as “EPA,” regulations (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

39.1 No facility to be utilized in the performance of the proposed grant has been listed

on the EPA List of Violating Facilities;

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

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

40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down by the Office of Management and Budget (OMB) and published in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that cites the following:

40.1.1 The definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph 40.1.2 of this certification.

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

40.1.2.1 No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;

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

40.1.2.3 He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

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

41. POLITICAL ACTIVITY

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

42. TERMINATION PROVISIONS

42.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to

terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

42.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement (“Transition Period”), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

42.3 In the event of termination of this Agreement, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Agreement.

42.4 The obligations of COUNTY under this Agreement are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR’s decision.

42.5 If any term, covenant, condition, or provision of this Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

43. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

44. SIGNATURE IN COUNTERPARTS

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

44.2 CONTRACTOR represents and warrants that the person executing this Agreement on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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

By: _____	By: _____
MARTIN CASTRO	CHAIRWOMAN
PRESIDENT AND CHIEF EXECUTIVE OFFICER MEXICAN AMERICAN OPPORTUNITY FOUNDATION	OF THE BOARD OF SUPERVISORS COUNTY OF ORANGE, CALIFORNIA

Dated: _____ Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

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. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide Infant/Toddler Services to children ages birth (0) through three (3) years and Preschool Services to children ages two (2) through five (5), referred by ADMINISTRATOR.

1.2 ~~At any given time,~~ CONTRACTOR shall provide Infant/Toddler Services for up to eight (8) children ~~up to the age of three (3)~~ and Preschool Services for up to sixteen (16) children ~~ages two (2) through five (5) years of age.~~, per CONTRACTOR'S CCLD child care licenses. There is no minimum number of children guaranteed to be referred for services throughout the term of this Agreement.

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

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

1.3.1.1 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 or can enroll in Kindergarten) if the mother chooses and upon approval of COUNTY. The CONTRACTOR will assist the mother in locating subsidized early education services in their new community, if possible.

1.3.2 Children residing in other programs located onsite at the TFC.

1.3.3 Children placed under the supervision of ADMINISTRATOR and residing in foster/kin care.

1.3.4 Children under the supervision of ADMINISTRATOR and residing with their parents.

1.3.5 Children in families receiving California Work Opportunity and Responsibility to Kids (CalWORKs) and participating in the Welfare-To-Work (~~WTW~~) program.

1.3.6 Children of parents who are participating in Extended Foster Care Services.

2. DEFINITIONS

2.1 Ages and Stages Questionnaire (ASQ): Parent-completed questionnaire designed to screen and assess the developmental performance of children in the areas of communication, gross motor skills, fine motor skills, problem solving, and personal-social skills. It is used to identify children that would benefit from in-depth evaluation for developmental delays.

2.2 California State Preschool Program (CSPP): Created by Assembly Bill 2759, CSPP provides a core class curriculum that is developmentally, culturally, and linguistically appropriate to eligible three- and four-year-old children. The program provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees.

2.3 Community Care Licensing Division (CCLD): The division of the California Department of Social Services (CDSS) that is responsible for the licensing and monitoring of child care center programs for compliance with Community Care Licensing (CCL) regulations within the State of California.

2.4 Desired Results Developmental Profile (DRDP): An observational assessment used to measure the development of children from early infancy to kindergarten entry, which

guides the teacher to plan curriculum and program improvement.

2.5 Early Childhood Environment Rating Scale (ECERS): Tool used to assess the classroom environment of center-based programs for children three (3) through five (5) years of age.

1.42.6 Infant-Toddler Environment Rating Scale (ITERS): Tool used to assess center-based child care programs for infants and toddlers up to three (3) years of age.

2.3. HOURS OF OPERATION

2.13.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR, and per requirements in Paragraphs 6 and 7 of this Exhibit A. At a minimum, CONTRACTOR shall provide services during business days Monday through Friday, from ~~7:30-8~~ a.m. to ~~5:30-5~~ p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide services on holidays, whenever possible.

2.23.2 COUNTY's holiday schedule is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior, written approval from ADMINISTRATOR for any holiday closure outside of COUNTY's holiday schedule. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 20, and shall not be reimbursed.

3.4. OBJECTIVES, STRATEGIES AND OUTCOMES

3.14.1 Objectives

The TFC Early Childhood Development Center's program objective is to stabilize behaviors of at-risk, abused and neglected children and to meet the educational, developmental, social-emotional, health and nutritional needs of children to help them grow and develop to their fullest potential and to allow them to live and learn successfully both in the home and in the classroom. CONTRACTOR shall meet each of the following objectives:

3.1.14.1.1 Provide high quality early education services that promote child

development and kindergarten readiness using evidenced based curriculum that is informed and aligned to meet the developmental needs of children by the bi-annual administration of the DRDP tool. DRDP measurements will be used to develop and enhance curriculum for best practices.

~~3.1.24.1.2~~ Identify developmental issues and delays as early as possible by using the ~~Ages and Stages Questionnaire (ASQ)~~, a validated and evidenced-based screening tool.

~~3.1.34.1.3~~ Provide parent education on child development during parent-teacher conferences, including information specific to the subject child's developmental progress and social-emotional competence. CONTRACTOR will use strategies such as coaching, modeling, and written information to maximize growth opportunities, promote kindergarten readiness, and increase knowledge of parenting skills and child development.

~~3.24.2~~ Strategies:

CONTRACTOR shall:

~~3.2.14.2.1~~ Implement a quality infant/toddler and preschool curriculum per the standards of the ~~Early Childhood Environmental Rating Scale (ECERS)~~ and the ~~Infant/Toddler Environmental Rating Scale (ITERS)~~ that supports children's learning and development. in order to inform classroom instruction that will help to prepare children for kindergarten and promote the social emotional competence of children.

~~3.34.3~~ Outcomes:

CONTRACTOR shall ensure that the following outcomes are met:

4.3.1 DRDP

~~3.3.1.14.3.1.1~~ Ninety-five percent (95%) of children will have an initial DRDP completed within sixty (60) days of entering the program.

4.3.1.2 Ninety-five percent (95%) of children, who are still enrolled in the program, will have a DRDP administered approximately six (6) months after the initial ~~assessment~~DRDP.

~~3.3.24.3.2~~ ASQ

~~3.3.2.14.3.2.1~~ Ninety-five percent (95%) of children, that have not had a developmental screening in the last six (6) months, will have an ~~Ages and Stages Questionnaire~~

~~(ASQ)~~ completed within forty-five (45) days of enrollment in the program.

4.3.2.2 One hundred percent (100%) of children meeting developmental milestones per the ASQ will be rescreened, annually, if they are still enrolled in the program.

4.3.2.3 Ninety-five percent (95%) of children identified by the ASQ as requiring further assessment will receive referrals to appropriate agencies within thirty (30) days.

~~3.3.3~~4.3.3 Parent Surveys

~~3.3.3.14~~4.3.3.1 Seventy-five percent (75%) of parents who complete a survey provided annually by the Early Childhood Education Center ~~will~~shall report they are satisfied with the services they received from the program.

~~3.3.3.24~~4.3.3.2 Eighty percent (80%) of parents surveyed ~~will~~shall demonstrate increased knowledge of their child's development as a result of participation in the program.

4.5. PRINCIPLES OF SERVICE

CONTRACTOR shall ensure that the delivery of services is based on the following principles:

~~4.15.1~~ The provision of Sservices provided are shall be ~~shall be conducted in a manner~~ responsive to participants' literacy, and language needs, and socio-cultural issues that may impact participants. ~~CONTRACTOR's staff shall be trained in cultural differences to ensure their ability to recognize and assist the parents and children attending the Early Childhood Development Center.~~

~~4.25.2~~ Services shall be strength-based, family-friendly and family-centered.

6. SERVICES TO BE PROVIDED

CONTRACTOR shall provide services designed to meet the educational, developmental, emotional, social, physical, health, and nutritional needs for children referred by ADMINISTRATOR.

CONTRACTOR shall provide the following services:

~~4.36.1~~ Child Care

~~4.3.16.1.1~~ Provide Infant/Toddler Services for children ages birth (0) through

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

~~4.4~~6.2 Implement a curriculum approved by ADMINISTRATOR that meets the requirements of ~~California Department of Education (CDE)~~ Infant/Toddler Learning and Development Foundations and the California ~~Department of Education~~ Preschool Learning Foundations ~~(Foundations) Program~~.

4.5~~6~~3 Screening and Assessment

~~4.5.1~~6.3.1 Complete an ~~Ages and Stages Questionnaire (ASQ)~~ for all children within forty-five (45) days of the child's entry to the program to achieve the early identification of developmental delays and disabilities.

~~4.5.2~~6.3.2 Complete assessments using a current and age-appropriate ~~Desired Results Developmental Profile (DRDP)~~ tool for every child within sixty (60) days of entry into the TFC Early Childhood Development Center and thereafter every six (6) months. The assessment shall indicate each child's progress bi-annually, from program entry to exit, unless the child is enrolled for a period of less than six (6) months.

~~4.5.2.1~~6.3.2.1 The DRDP assessment will be used to assess the child's progress and align the curriculum to meet the individual child's developmental needs.

~~4.5.3~~6.3.3 Observe child behaviors on an ongoing basis and record observations on the DRDP assessment.

4.6~~6~~4 Parent Orientation and Parent Education

~~4.6.1~~6.4.1 Provide parents with an orientation session and parent handbook. The orientation session and parent handbook shall include information on CONTRACTOR's philosophy and goals, curriculum and services, as well as a clear description of health exclusions of ill children. The orientation will also provide parents with an explanation of the DRDP ~~2015~~ and how it will be used to alter the curriculum based on each child's individual needs.

~~4.6.2~~6.4.2 Provide parent education services on child development and nutrition, as well as other issues identified through parent surveys administered by CONTRACTOR or through other programs administered by ADMINISTRATOR. Information will be provided in one-to-one (1:1) coaching sessions, classes, and written materials. CONTRACTOR ~~agrees to~~shall conduct a minimum of one (1) parent education class per year.

4.7.6.5 Parent/Teacher Conferences and Parent/School Collaboration

~~4.7.1~~6.5.1 Conduct parent-teacher conferences subsequent to each administration of the DRDP, or at a minimum of two (2) times per year, to educate parents on the results of the DRDP and ~~Ages and Stages Questionnaire~~ASQ and develop strategies to enhance the child's development, which will be documented in a Family Plan.

~~4.7.2—Develop a Family Plan with the parents that incorporates the results of any recently administered assessments and screening tools. The Family Plan shall detail strategies to address the child's developmental needs, be strength-based, child and family focused, and promote the development of the child and the welfare of the family. The Family Plan will be maintained in the case file.~~

~~4.7.3~~6.5.2 Collaborate with parents to implement strategies in the home that will promote the child's development similar to the teacher's efforts in the classroom.

~~4.7.4~~6.5.3 Collaborate with ADMINISTRATOR and the parent(s) to provide referrals to school districts, Regional Center of Orange County (~~RCOC~~), Families and Communities Together (~~FaCT~~)-Program Family Resource Centers (~~FRCs~~) and Community-Based Organizations (~~CBOs~~) for educational and developmental services that include specialized services for children with disabilities and special needs and follow-up to ensure that linkages are successful.

~~4.7.5~~6.5.4 Encourage opportunities for mothers in the TFC Mother and Child Residential Homes~~Mother-Child Residential program~~ to participate with their children during program hours including meal times, learning activities, and other times that can be coordinated so long as it benefits both mother and child and does not interfere with program activities.

~~4.7.6~~6.5.5 Coordinate with the TFC Mother and Child Residential

~~Homes~~~~Mother~~ ~~&~~ ~~Child~~ ~~Residential~~ program to ensure the mothers have opportunities to participate in the development and learning opportunities of their child(ren).

~~4.7.7~~~~6.5.6~~ Work collaboratively with the mothers, from the Mother- ~~&~~ Child program on the development and implementation of a transitional plan to enroll their child(ren) in another subsidized child care or early education program when the child/family leaves the TFC Early Childhood Development Center.

~~4.7.8~~~~6.5.7~~ Administer, no less than one (1) time annually and upon family disenrollment from the program, a written survey to parents to inquire as to their satisfaction with services received from the program and a self-assessment to determine if their knowledge of their child's development has increased as a result of the program.

~~4.8~~~~6.6~~ Food and Meals

~~4.8.1~~~~6.6.1~~ Provide to each child, on a daily basis, two (2) nutritious meals and one (1) snack, appropriate for the child's age, that meet or exceed the United States Department of Agriculture (~~USDA~~) Child and Adult Food Program (~~CACFP~~) guidelines.

~~4.8.2~~~~6.6.2~~ ~~In addition, CONTRACTOR will~~ Mmaintain the following minimum emergency supplies per child on the premises: one (1) week supply of staple nonperishable foods; two (2) day supply of fresh perishable foods; and a minimum five (5) day supply of at least one (1) gallon of water per child per day.

~~5.7.~~ CONTRACTOR RESPONSIBILTIES

CONTRACTOR shall:

~~7.1~~ 7.1 Notify SSA childcare liaison within three (3) business days of any obstacles to a child's enrollment in the Early Childhood Development Center.

~~5.1~~~~7.2~~ Complete all Notice of Action Forms as provided by the CDE for each preschool family upon enrollment and departure from the program.

~~5.2~~~~7.3~~ Complete all CDE Enrollment and Attendance Register for Child Care and Development Programs (CD-ed9400) forms for each child who is enrolling in the preschool classroom.

~~5.3~~~~7.4~~ Participate in collaborative meetings, when needed, with ADMINISTRATOR

and/or Orange County [Health Care Agency HCA](#) health and ~~mental~~-[behavioral](#) health staff for children with health, behavioral, or mental health issues.

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

~~5.3.1~~7.5.1 CONTRACTOR will request a California Driver's License or other form of government issued picture identification and will record the name, address, and driver's license number, or identification number, if available, of each visitor, as well as the visitor's relationship to the child and/or the parent, the stated purpose of the visit, and the time of the visitor's entry and departure.

~~5.4~~7.6 Maintain a separate, complete, and current medical and developmental record for each child.

~~Focus on identifying indicators that accurately reflect progress toward goals and outcomes.~~

~~Complete bi-annual DRDP assessments of children enrolled in the program.~~

Complete the ~~Early Childhood Environment Rating Scale, Revised Edition (ECERS-R)~~ and the ~~Infant Toddler Rating Scale (ITCERS)~~, as appropriate for the age of children served, to measure program quality annually as part of the self-evaluation process; for each environment rating scale completed, achieve a minimum average score of "Good" on each subscale.

~~5.5~~7.7 Ensure that [TFC Early Childhood Development Center's](#) program meets or exceeds requirements of the ~~California Department of Education~~ [CDE](#) Funding Terms and Conditions for the CSPP.

~~6.8.~~ FACILITIES

~~6.18.1~~ It is mutually understood that CONTRACTOR shall provide services at the following facility:

Early Childhood Development Center at the Tustin Family Campus

~~6.28.2~~ COUNTY will provide ~~T~~the following [are the](#) accommodations at the facility:

~~6.2.1~~8.2.1 ~~An open workstation or~~ Office for the [Site Supervisor](#) ~~Director~~

~~with area outside office for sign-in/sign-out requirements, who will oversee the sign-in and sign-out requirements to the TFC Early Childhood Development Center.~~

8.2.2 An indoor classroom space with separate classroom space for infant/toddlers room and preschool classroom. Indoor space shall include children and staff bathrooms, ~~isolation areas,~~ storage areas, and napping areas,

~~6.2.2~~8.2.3 ~~and an~~ O outdoor play areas for infant/toddler and pre-school children. Infant/toddler areas are separated from the preschool classroom.

~~6.2.3~~8.2.4 A warming kitchen that has a refrigerator, sink, and microwave. ~~There is no stove; however, there is capability for a food cart.~~

~~6.2.4~~ ~~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.~~

~~6.3~~8.3 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.

~~6.4~~8.4 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.

7.9. EQUIPMENT AND FURNISHINGS

CONTRACTOR shall:

~~7.19.1~~ CONTRACTOR shall provide, install and maintain, at no cost to COUNTY, all computer hardware and/or software and any other electronic equipment used to provide services and meet all reporting requirements under this Agreement. Pursuant to Subparagraph 19.3 above, CONTRACTOR shall not use funds provided under this Agreement to purchase computer hardware and/or software.

~~7.29.2~~ CONTRACTOR shall be responsible for Provideing any Internet connections and

wiring for their computer subject to review by COUNTY Information Technology staff. CONTRACTOR will not have access to ADMINISTRATOR's computer information network.

~~7.39.3 CONTRACTOR shall be responsible for m~~Maintain~~ing~~ all furnishings and toys provided by COUNTY in good working order and condition, normal wear and tear excepted.

~~7.49.4 CONTRACTOR shall be responsible for P~~provide~~ing~~ or replace~~ing~~ any additional furnishing and toys with approval of ADMINISTRATOR.

8.10. QUALITY CONTROL

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

~~8.1~~10.1 A method for ensuring the services are being provided in accordance with the requirements defined in this Agreement;

~~8.2~~10.2 A method for ensuring that the professional staff rendering services under this Agreement have the necessary qualifications;

~~8.3~~10.3 A method for identifying and preventing deficiencies in the quality of service;

~~8.4~~10.4 A method for providing ADMINISTRATOR with a copy of CONTRACTOR case reviews, and a clear description of any corrective action taken to resolve identified problems;

~~8.5~~10.5 Items/areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspections;

~~8.6~~10.6 Specific methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable;

~~8.7~~10.7 Maintenance of a file of all inspections conducted by CONTRACTOR and, if necessary, the corrective action taken; and

~~8.8~~10.8 Method for continuing services in the event of a strike by CONTRACTOR's employees or a natural disaster.

9.11. PERFORMANCE MONITORING AND UTILIZATION REVIEWS

~~9.1~~11.1 CONTRACTOR's performance will be monitored and reviewed by ADMINISTRATOR's staff, who will conduct reviews as part of an on-going evaluation of CONTRACTOR's performance. CONTRACTOR will cooperate with ADMINISTRATOR in providing the information necessary for performance monitoring, and with authorized State or Federal representatives who may audit program services.

~~9.2~~11.2 ADMINISTRATOR may use a variety of inspection methods to evaluate CONTRACTOR's performance, including, but not be limited to, the following:

~~9.2.1~~11.2.1 ~~A~~ Utilization Review (UR) at CONTRACTOR'S facility referenced in ~~SubP~~paragraph 8.1 of this Exhibit A, with date and time determined at ADMINISTRATOR'S discretion;

~~9.2.2~~11.2.2 Inspection of CONTRACTOR's enrollment reports, child and family files, and applicable data reports to ensure compliance with the outcome objectives as stated in this Agreement;

~~9.2.3~~11.2.3 Random sampling of program activities including a review of child and family files each month;

~~9.2.4~~11.2.4 Utilization of activity checklists and random observations;

~~9.2.5~~11.2.5 Inspection of output items on a periodic basis as deemed necessary;

~~9.2.6~~11.2.6 Participant complaints and/or participant questionnaires; and

~~9.2.7~~11.2.7 Service provider complaints or reports.

~~9.3~~11.3 ADMINISTRATOR may provide oral and/or written feedback regarding the UR and performance monitoring findings. When it is determined that services were not performed in accordance with this Agreement and/or COUNTY policies during the review period, ADMINISTRATOR may require a corrective action plan. CONTRACTOR will, within the time period specified in any such corrective action plan, remedy the performance defects. Nothing in this Section ~~limits the County's ability to terminate this agreement pursuant to Section 45~~ shall

affect COUNTY's termination rights under Paragraph 42 of this Agreement.

~~9.4~~11.4 Performance evaluation meetings will be conducted as deemed necessary by ADMINISTRATOR.

~~10.12.~~ HANDLING COMPLAINTS

~~10.1~~12.1 CONTRACTOR shall develop, operate and maintain procedures for receiving, investigating and responding to service provider and participant complaints, including Civil Rights complaints against direct service providers made by participants, requests for State Hearings and formal grievances, requests for COUNTY reviews, and other complaints relating to the TFC Early Childhood Development Center.

~~10.2~~12.2 CONTRACTOR staff shall maintain a log for identification and response to participants' complaints. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and response to complaints within two (2) business days.

~~10.3~~12.3 When CONTRACTOR believes any complaint may have legal implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately to ADMINISTRATOR prior to responding to the complaint.

~~10.4~~12.4 CONTRACTOR shall provide, in a format approved by ADMINISTRATOR, information pertaining to complaints, as well as CONTRACTOR's response to any complaints to ADMINISTRATOR, as described above, within ten (10) business days of the complaint.

~~10.5~~12.5 CONTRACTOR shall submit to ADMINISTRATOR a monthly summary of all complaints received. Complaints include, but are not limited to, complaints from clients, other contract service providers, community organizations, and the public.

~~11.13.~~ SERIOUS ILLNESS, ACCIDENT/INJURY, HOSPITALIZATION, OR DEATH

~~11.1~~13.1 CONTRACTOR shall immediately notify ADMINISTRATOR by telephone at ~~(714) 935-6565~~ (voicemail is not acceptable) upon CONTRACTOR becoming aware of any serious illness, accident/injury, hospitalization, or death of any COUNTY client in CONTRACTOR's care. This verbal report will be followed by a Special Incident Report on a

form approved by ADMINISTRATOR within twenty-four (24) hours after such serious illness, accident/injury, hospitalization, or death.

~~11.2~~13.2 The verbal and written reports will include, but not be limited to:

~~11.2.1~~13.2.1 Name of the COUNTY client and date of birth;

~~11.2.2~~13.2.2 Date, time, and location of serious illness, accident/injury, hospitalization, or death; ~~and~~

~~11.2.3~~13.2.3 Program under which the COUNTY client was receiving services;

~~11.2.4~~13.2.4 Name or names of each person involved (first and last name) with knowledge of the event and their role/relationship to client/family; and

~~11.2.5~~13.2.5 Summary of the circumstances.

~~12.14.~~ REPORTS

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

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

~~12.1~~14.3 CONTRACTOR shall collect and report specific program data to ADMINISTRATOR, which is subject to change based on needs determined by ADMINISTRATOR. CONTRACTOR shall provide the following to ADMINISTRATOR:

~~12.1.1~~14.3.1 All reports required by and provided to CCLD and the ~~CDE~~California Department of Education.

~~12.2~~ ~~Completed Parent Sign-In-and-Out Sheets for the Preschool Classroom to SSA by the tenth (10th) day of each month for the prior month.~~

~~12.2.1~~14.3.2 Monthly, enrollment status report to ensure that children are identified and enrolled as openings occur. The report ~~will~~shall include the total number of children

enrolled in the program and the number of children in each classroom. SSA reserves the right to require enrollment status report more often, as determined by SSA.

~~12.2.2~~14.3.3 All DRDP assessments reports no later than thirty (30) days after the administration of the second (2nd) DRDP for each school year indicating each child's progress until the child exits the TFC Early Childhood Development Center.

~~12.2.3~~14.3.4 Copies of all mandatory reporting documents, which include, but are not limited to, ~~Child Abuse reports~~, Special Incident Reports, and client complaints.

~~12.2.4~~14.3.5 Copies of all monthly or quarterly reports required by and submitted to ~~CDE~~California Department of Education, CalWORKs staff or to the ~~Agency~~Administration for Children and Families ~~(ACF)~~.

~~12.2.5~~14.3.6 A quarterly status report on all children enrolled in the program that includes, but limited to, the following:

~~12.2.5.1~~14.3.6.1 Names and source of referral of all children enrolled in the program;

~~12.2.5.2~~14.3.6.2 Names of children who have left the TFC Early Childhood Development Center;

~~12.2.5.3~~14.3.6.3 Number of ASQ's completed;

~~12.2.5.4~~14.3.6.4 Number of referrals provided and name of organization child/family referred to; ~~and~~

~~12.2.5.5~~14.3.6.5 Number of parent-teacher conferences;

~~12.2.5.6~~14.3.6.6 Results of parent surveys; ~~and~~

~~12.2.5.7~~14.3.6.7 An annual program evaluation report in a format approved by ADMINISTRATOR.

~~13.15.~~15. MEETINGS

~~13.15.1~~15.1 CONTRACTOR shall jointly host regular coordination meetings with ADMINISTRATOR and CONTRACTOR's staff to coordinate procedures, review program operations, and resolve issues.

~~13.2~~15.2 Performance Evaluation meetings will be conducted as deemed necessary

by ADMINISTRATOR.

~~14.16.~~ BUSINESS CONTINUITY PLAN

~~14.1~~16.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP) that identifies how CONTRACTOR will continue to provide services after a business interruption, including, but not limited to, a strike by CONTRACTOR's employees or a natural disaster.

~~14.2~~16.2 CONTRACTOR shall submit the BCP which will include a Disaster Preparedness and Response Plan to ADMINISTRATOR within thirty (30) days of the effective date of this Agreement.

~~14.3~~16.3 The Disaster Preparedness and Response Plan will include, but not be limited to, the following:

~~14.3.1~~16.3.1 Evacuation protocols and procedures that include CONTRACTOR's responsibility for the safety, relocation, and tracking of all participants in its care during any disaster event.

~~14.3.2~~16.3.2 Notification to be made to ADMINISTRATOR with regard to participants' welfare, including the provision of on-site emergency contact information.

~~14.3.3~~16.3.3 Provisions for maintaining court ordered services during a disaster.

~~14.3.4~~16.3.4 Protection and recovery of participants' records.

~~14.3.5~~16.3.5 Provision of crisis-response services to participants such as crisis counseling, medical needs, both through the provision of prescribed medications, or through the provision of emergency medical services.

~~14.3.6~~16.3.6 Disaster response training for staff.

~~14.3.7~~16.3.7 Maintenance and review of plan at regular intervals.

~~15.17.~~ BUDGET

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

~~Budget period for July 1, 2017 through June 30, 2018~~

	Max Hourly		Annual
<u>Salaries and Benefits:</u>	<u>Rate</u> ⁽¹⁾	<u>FTE</u> ⁽²⁾	<u>Budget</u>
<u>Direct Service Positions:</u>			
Site Supervisor	22.29	1.0	\$46,364
Teacher	16.11	2.0	\$67,018
Teacher Assistant	12.56	4.0	—\$104,500
Homemaker/Custodian	12.10	1.0	\$25,168
———— Subtotal Direct Service Salaries ⁽³⁾			\$243,050
Benefits (41%) ⁽⁴⁾			99,651
———— Total Direct Service Salaries and Benefits			\$342,701
<u>Administrative Positions:</u>			
Director	46.33	0.05	4,819
———— Subtotal Administrative Salaries ⁽³⁾			\$4,819
Benefits (34%) ⁽⁴⁾			1,638
———— Total Administrative Salaries and Benefits			\$6,457
———— Total Salaries and Benefits			\$349,158
<u>Services and Supplies</u>			
Independent Audit			600
Payroll Service			2,796
Pre-Employment Exam			1,000
Substitute Teacher			2,400
Dues			600
Postage			500
Office Expense			4,000
Program Expense			10,594
Telephone			150
Mileage ⁽⁵⁾			1,200

Food	20,000
Janitorial Supplies	3,200
Equipment for Kitchen	0
————— Total Services and Supplies	<u>\$47,040</u>
<u>Operating Expenses</u>	
Equipment Lease/Rental	2,500
Insurance	7,950
Travel & Conference ⁽⁶⁾	7,000
Internet & Network Service	900
Bank Service Charge	200
————— Subtotal Operating Expenses	<u>\$18,550</u>
————— Total Services & Supplies and Operating Expenses	<u>\$65,590</u>
————— Indirect Costs (8.0%)	33,180
Maximum Obligation 7/1/16—6/30/17	\$447,928

Budget period for July 1, 2018 through June 30, 2019

	Max Hourly		Annual
<u>Salaries and Benefits:</u>	<u>Rate⁽¹⁾</u>	<u>FTE⁽²⁾</u>	<u>Budget</u>
<u>Direct Service Positions:</u>			
Site Supervisor	23.40	1.0	46,672
Teacher	16.92	2.0	70,388
Teacher Assistant	13.19	4.0	109,740
Homemaker/Custodian	12.71	1.0	26,437
————— Subtotal Direct Service Salaries ⁽³⁾			<u>\$255,237</u>
Benefits (42%) ⁽⁴⁾			<u>107,200</u>
————— Total Direct Service Salaries and Benefits			<u>\$362,437</u>

Administrative Positions:

Director	50.04	0.05	5,205
Subtotal Administrative Salaries ⁽³⁾			\$5,205
Benefits (35%) ⁽⁴⁾			1,822
Total Administrative Salaries and Benefits			\$7,027
Total Salaries and Benefits			\$369,464

Services and Supplies

Independent Audit			600
Payroll Service			2,800
Pre-Employment Exam			450
Substitute Teacher			2,400
Dues			800
Postage			500
Office Expense			4,000
Program Expense			9,200
Telephone			200
Mileage ⁽⁵⁾			1,200
Food			20,000
Janitorial Supplies			3,500
Equipment for Kitchen			0
Total Services and Supplies			\$45,650

Operating Expenses

Equipment Lease/Rental			2,500
Insurance			8,300
Travel & Conference ⁽⁶⁾			7,000
Internet & Network Service			900
Bank Service Charge			200
Subtotal Operating Expenses			\$18,900

_____ Total Services & Supplies and Operating Expenses	_____ \$64,550
_____ Indirect Costs (8.0%)	_____ 34,721
Maximum Obligation 7/1/16 – 6/30/17	\$468,735

Budget period for July 1, 2019 through June 30, 2020

	Max Hourly		Annual
<u>Salaries and Benefits:</u>	<u>Rate</u> ⁽¹⁾	<u>FTE</u> ⁽²⁾	<u>Budget</u>
<u>Direct Service Positions:</u>			
Site Supervisor	24.57	1.0	51,106
Teacher	17.77	2.0	73,924
Teacher Assistant	13.85	4.0	115,232
Homemaker/Custodian	13.35	1.0	<u>27,768</u>
_____ Subtotal Direct Service Salaries ⁽³⁾			\$268,030
Benefits (42%) ⁽⁴⁾			<u>112,573</u>
_____ Total Direct Service Salaries and Benefits			\$380,603
<u>Administrative Positions:</u>			
Director	54.04	0.05	<u>5,620</u>
_____ Subtotal Administrative Salaries ⁽³⁾			\$5,620
Benefits (35%) ⁽⁴⁾			<u>1,968</u>
_____ Total Administrative Salaries and Benefits			\$7,588
_____ Total Salaries and Benefits			\$388,191
<u>Services and Supplies</u>			
Independent Audit			600
Payroll Service			2,800
Pre-Employment Exam			450
Substitute Teacher			2,400

Dues	800
Postage	500
Office Expense	4,800
Program Expense	9,600
Telephone	200
Mileage ⁽⁵⁾	1,200
Food	20,000
Janitorial Supplies	3,500
Equipment for Kitchen	0
————— Total Services and Supplies	<u>\$51,673</u>
<u>Operating Expenses</u>	
Equipment Lease/Rental	2,500
Insurance	8,600
Travel & Conference ⁽⁶⁾	7,000
Internet & Network Service	900
Bank Service Charge	200
————— Subtotal Operating Expenses	<u>\$19,200</u>
————— Total Services & Supplies and Operating Expenses	<u>\$66,050</u>
————— Indirect Costs (8.0%)	36,339
Maximum Obligation 7/1/16 — 6/30/17	\$490,580

15.117.1 The budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

Budget period for July 1, 2020, through June 30, 2021

<u>Salaries</u>	<u>FTE⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>
<u>DIRECT SERVICE POSITIONS</u>			
Site Supervisor	1.00	26.04	\$ 54,164
Teacher	2.00	19.00	\$ 79,040

Teacher Assistant	4.00	15.25	\$ 126,880
Homemaker/Custodian	1.00	14.15	<u>\$ 29,432</u>

SUBTOTAL DIRECT SERVICE SALARIES \$ 289,516

DIRECT SERVICE BENEFITS⁽³⁾ (40% TOTAL) \$ 115,806

TOTAL DIRECT SALARIES AND BENEFITS \$ 405,322

ADMINISTRATIVE POSITIONS⁽⁴⁾

<u>Program</u> Director	0.05	52.65	\$ 5,476
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SUBTOTAL ADMINISTRATIVE SALARIES \$ 5,476

ADMINISTRATIVE SERVICE BENEFITS⁽³⁾ (35% TOTAL) \$ 1,917

SUBTOTAL ADMINISTRATIVE SALARIES AND BENEFITS \$ 7,393

TOTAL ALL SALARIES AND BENEFITS \$ 412,715

SERVICES AND SUPPLIES

Independent Audit			\$ 600
Payroll Service			\$ 3,000
Pre-Employment Exam			\$ 450
Substitute Teacher			\$ 2,400
Dues			\$ 800
Postage			\$ 500
Office Expense			\$ 4,800
Program Expense			\$ 8,013
Telephone			\$ 200
Mileage ⁽⁴⁾			\$ 1,200
Food			\$19,200
Janitorial Supplies			<u>\$ 4,000</u>

SUBTOTAL SERVICES AND SUPPLIES \$ 45,163

OPERATING EXPENSES

Equipment Lease/Rental			\$ 2,200
Insurance			\$12,000
Travel & Conference/Staff Training ⁽⁵⁾⁽⁶⁾			\$ 9,500
Internet & Network Service			\$ 900
Bank Service Charge			<u>\$ 200</u>

SUBTOTAL OPERATING EXPENSES \$ 24,800

TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$ 69,963
SUBTOTAL SALARIES AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$482,678
INDIRECT COSTS ⁽⁷⁾ (8%)	<u>\$ 38,614</u>
TOTAL LINE ITEM BUDGET FOR YEAR 7/1/20 – 6/30/21	\$ 521,292

(1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.

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

(3) Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed forty percent (40%) of the actual salary expense claimed. ~~Employee Benefits include 401k, medical insurance, dental insurance, life insurance, and long-term/short-term disability insurance. Also included are employees' paid time off and payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates.~~

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

(5) Travel costs will be in accordance with 41 CFR Chapter 301 Federal Travel Regulation; Maximum Per Diem Rates, Final Rules and Subparagraph 21.2. Travel must be approved in advance by ADMINISTRATOR.

(6) Reimbursement for travel and per diem expenses may not exceed the rates paid to the CDE's non-represented employees computed in accordance with State Department of Personnel Administration regulations, California Code of Regulations, Title 2, Division 1, Chapter 3, Subchapter 1.

(7) Indirect cost includes administrative cost not directly charged to the program including executive leadership, accounting, human resources, payroll department salaries, and information technology. Indirect costs are based on 8% of the total expenses for salaries and benefits, service and supplies, and operating expenses. In the event the rate is reduced, the reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly. CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.

CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph 21.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR.

~~15.2~~17.2 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.

~~15.3~~17.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph 21.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 21.1. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

~~15.4~~17.4 In the event the budget shown in Subparagraph 17.1 of this Exhibit is modified, the modified budget shall remain in effect for the remainder of the contract term, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on August 15, 2020, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing.

~~16.18.~~ STAFFING REQUIREMENTS

CONTRACTOR shall:

~~16.1~~18.1 Ensure the minimum staff to child ratios are met at all times while the TFC Early Childhood Development Center is open. ~~Current CCL staff ratios for teachers and aides are: one to four (1:4) for Infant/Toddler Services; and one to twelve (1:12) for Preschool age children.~~ Staffing ratios between teachers and aides shall meet all CCLD requirements.

~~16.2~~18.2 Ensure staff meet all CCLD requirements regarding education, experience, and training. These requirements may be found at the following Internet website: www.cclld.ca.gov.

~~16.3~~18.3 Follow ~~California Education Department~~ CDE requirements that state, if the CONTRACTOR operates at two (2) or more sites, the CONTRACTOR will employ a program director who has administrative and programmatic responsibility for the program. The program director shall meet the requirements specified in Staffing Qualifications (<http://www.ced.ca.gov/fg/aa/cd/staffingatt.asp>).

~~16.4~~18.4 Ensure the Site supervisor meets the Child Development Site Supervisor Permit requirements or optional permit requirements specified in Staffing Qualifications (<http://www.cde.ca.gov/fg/aa/cd/staffingqatt.asp>).

~~16.5~~18.5 Ensure staff will model effective early childhood parenting techniques and encourage parent involvement.

~~16.6~~18.6 Ensure that staff receive annual training on trauma stemming from child abuse/neglect and the needs of children suffering from emotional losses. SSA will assist to facilitate the training as needed.

~~16.7~~18.7 Provide training for teachers and staff to ensure the ability to work with mothers who may be participating in a substance abuse treatment program.

~~16.8~~18.8 All services must be linguistically and culturally responsive. Bilingual staff must meet or exceed the required Full-Time Equivalent (FTE) ratios, as specified ~~in~~ above. Although English is the predominant language spoken by the children, there are children whose primary language is not English (e.g., Spanish or Vietnamese). At a minimum, CONTRACTOR shall provide staff capable of communicating in English, Spanish, and Vietnamese.

~~16.9~~18.9 Ensure there is a minimum of one direct service staff per classroom proficient in the ability to speak and write Spanish.

~~16.10~~18.10 Staff Duties and Qualifications

CONTRACTOR shall provide the following described staff positions:

~~16.10.1~~18.10.1 Program Director:

Duties:

~~16.10.1.1~~18.10.1.1 Direct and administer the operation of the TFC Early Childhood Development Center;

~~16.10.1.2~~18.10.1.2 Ensure overall implementation of the program goals;
and

~~16.10.1.3~~18.10.1.3 Planning, directing, organizing and coordinating administrative services.

Minimum Qualifications:

~~16.10.1.4~~18.10.1.4 Master of Arts degree from an accredited college or university in human services or related field.

~~16.10.2~~18.10.2 Site Supervisor:

Duties:

~~16.10.2.1~~18.10.2.1 Supervise and operate the TFC Early Childhood Development Center; and

~~16.10.2.2~~18.10.2.2 Ensure the program meets requirements of this Agreement and CONTRACTOR's standards.

Minimum Qualifications:

~~16.10.2.3~~18.10.2.3 Must meet all CCLD requirements for Site Supervisor position;

~~16.10.2.4~~18.10.2.4 Five (5) years' of progressively responsible management/supervisory experience; and

~~16.10.2.5~~18.10.2.5 Bilingual in English and Spanish.

~~16.10.3~~18.10.3 Teacher:

Duties:

~~16.10.3.1~~18.10.3.1 Provide direct care, guidance and instruction to children attending the TFC Early Childhood Development Center; and

~~16.10.3.2~~18.10.3.2 Instruct children in activities designed to promote social, physical and intellectual growth and stimulate learning, in accordance with the developmental stages of the children.

Minimum Qualifications:

~~16.10.3.3~~18.10.3.3 Must meet all CCLD requirements for Teacher position;

~~16.10.3.4~~18.10.3.4 High School Diploma or GED;

~~16.10.3.5~~18.10.3.5 Twenty-four (24) units in Early Childhood Education Development;

~~16.10.3.6~~18.10.3.6 ~~Five (5)~~Two (2) years² of progressively responsible teaching experience in Early Childhood Programs;

~~16.10.3.7~~18.10.3.7 Bilingual in English and Spanish and/or Vietnamese is preferred;

~~16.10.3.8~~18.10.3.8 Possess the ability to write clear and concise reports.

~~16.10.4~~18.10.4 Teacher Assistant:

Duties:

~~16.10.4.1~~18.10.4.1 Assist in the instruction and care of children; and

~~16.10.4.2~~18.10.4.2 Provide supervision of children.

Minimum Qualifications:

~~16.10.4.3~~18.10.4.3 Must meet all CCLD requirements for Teacher Assistant position;

~~16.10.4.4~~18.10.4.4 High School diploma or GED;

~~16.10.4.5~~18.10.4.5 Six (6) units in Early Childhood Education Development; and

~~16.10.4.6~~18.10.4.6 Bilingual in English and Spanish and/or Vietnamese is preferred.

~~16.10.5~~18.10.5 Homemaker/Custodian:

Duties:

~~16.10.5.1~~18.10.5.1 Plan and prepare meals for the children; and

~~16.10.5.2~~18.10.5.2 Maintain the TFC Early Childhood Development Center offices, grounds, equipment and storage rooms in good repair and cleanliness.

Minimum Qualifications:

~~16.10.5.3~~18.10.5.3 High School diploma or GED; and

~~16.10.5.4~~18.10.5.4 Bilingual in English and Spanish and/or Vietnamese is preferred.

~~17.19.~~ 19. STAFF TRAINING

~~17.1~~19.1 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.

~~17.2~~19.2 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.

~~17.3~~19.3 CONTRACTOR shall provide ongoing staff training and assistance to its staff to ensure that all assignments are effectively handled.

~~17.4~~19.4 _____ CONTRACTOR shall ensure that its staff receives training in working responsively and effectively with others understanding from diverse backgrounds which value the worth of individuals and their families~~cultural differences among groups of participants~~, and assist ~~recognizes and effectively intervenes to overcome any~~with any language and/or cultural barriers that the family may encounter.

~~17.5~~19.5 _____ CONTRACTOR shall maintain a log of in-house training activities and participants. This log will be made available to ADMINISTRATOR upon request.

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