

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

THIS AGREEMENT, entered into this 1st day of July 2016 ~~March 2014~~, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and MEXICAN AMERICAN OPPORTUNITY FOUNDATION, a California non-profit corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

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

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

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

1 Responsibility to Kids (CalWORKs) Act of 1997.

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

3 ///

4 ///

5 ///

6 ///

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

TABLE OF CONTENTS

1	1.	TERM	5
2	2.	ALTERATION OF TERMS	5
3	3.	STATUS OF CONTRACTOR	6
4	4.	DESCRIPTION OF SERVICES, STAFFING	6
5	5.	LICENSES AND STANDARDS	7
6	6.	DELEGATION AND ASSIGNMENT/SUBCONTRACTS	8
7	7.	FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE	10
8	8.	USE OF COUNTY PROPERTY	11
9	9.	NON-DISCRIMINATION	12
10	10.	NOTICES	15
11	11.	NOTICE OF DELAYS	16
12	12.	INDEMNIFICATION	16
13	13.	INSURANCE	17
14	14.	NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS	21
15	15.	CONFLICT OF INTEREST	22
16	16.	ANTI-PROSELYTISM PROVISION	22
17	17.	SUPPLANTING GOVERNMENT FUNDS	22
18	18.	EQUIPMENT	23
19	19.	BREACH SANCTIONS	24
20	20.	PAYMENTS	25
21	21.	OVERPAYMENTS	28
22	22.	OUTSTANDING DEBT	29
23	23.	REVENUE	29
24	24.	FINAL REPORT	29
25	25.	INDEPENDENT AUDIT	29
26	26.	RECORDS, INSPECTIONS AND AUDITS	30
27	27.	PERSONNEL DISCLOSURE	33
28	28.	EMPLOYMENT ELIGIBILITY VERIFICATION	35
29	29.	ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS	36
30	30.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING	37
31	31.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	37
32	32.	CONFIDENTIALITY	38
33	33.	COPYRIGHT ACCESS	39
34	34.	WAIVER	39
35	35.	PETTY CASH	39
36	36.	PUBLICITY	40
37	37.	COUNTY RESPONSIBILITIES	40
38	38.	REFERRALS	40
39	39.	REPORTS	40
40	40.	ENERGY EFFICIENCY STANDARDS	41
41	41.	ENVIRONMENTAL PROTECTION STANDARDS	41
42	42.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	41
43	43.	POLITICAL ACTIVITY	43
44	44.	TERMINATION PROVISIONS	43
45	45.	GOVERNING LAW AND VENUE	44
46	46.	SIGNATURE IN COUNTERPARTS	44

Exhibit A

1.	PROGRAM GOALS AND OUTCOMES	1
2.	POPULATION TO BE SERVED	2
3.	SERVICES TO BE PROVIDED	3
4.	CONTRACTOR RESPONSIBILITIES	6
5.	FACILITIES	8
6.	EQUIPMENT AND FURNISHINGS	9
7.	HOURS OF OPERATION	9
8.	QUALITY CONTROL	10
9.	BUSINESS CONTINUITY PLAN	11
10.	REPORTS	12
11.	MEETINGS	13
12.	PERFORMANCE MONITORING AND REVIEWS	13
13.	HANDLING COMPLAINTS	14
14.	OUTSIDE CONTACTS	15
15.	SERIOUS ILLNESS, ACCIDENT/INJURY, HOSPITALIZATION, OR DEATH	15
16.	BUDGET	16
17.	STAFFING REQUIREMENTS	23
18.	STAFF TRAINING	27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. TERM

The term of this Agreement shall commence on ~~March~~ July 1, 2016 ~~2014~~, and terminate on June 30, 2017 ~~2016~~, unless earlier terminated pursuant to the provisions of Paragraph 44 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. ~~CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 20.1 of this Agreement does not increase as a result.~~

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. The Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, by the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

2.2 CONTRACTOR, as a condition of this Agreement, shall at all times comply with the California Department of Education (CDE), Early Education and Support Division (EESD), formerly known as the Child Development Division (CDD) and by this reference this change will be incorporated herein, to adhere to the ~~California State Preschool Program (CSPP)~~ Funding Terms and Conditions (FT&C), program requirements and any other requirements incorporated into the Agreement, in addition to all other applicable laws and regulations. Any

1 variance from this Agreement, the FT&C, requirements, laws or regulations
2 could be considered a noncompliance issue and subject the contractor to
3 possible termination of the Agreement.

4 2.3 That modifications of the Agreement shall be in writing, and that
5 for contracts in excess of the amount stated in the annual child development
6 contract, prior written EESD (formerly known as CDD) approval is required
7 unless the Agreement is otherwise exempt from prior EESD (formerly known as
8 CDD) approval.

9 3. STATUS OF CONTRACTOR

10 3.1 CONTRACTOR is and shall at all times be deemed to be an
11 independent contractor and shall be wholly responsible for the manner in which
12 it performs the services required of it by the terms of this Agreement.
13 Nothing herein contained shall be construed as creating the relationship of
14 employer and employee, or principal and agent, between COUNTY and CONTRACTOR
15 or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively
16 the responsibility for the acts of its employees or agents as they relate to
17 services to be provided during the course and scope of their employment.

18 3.2 CONTRACTOR, its agents, employees and volunteers shall not be
19 entitled to any rights and/or privileges of COUNTY employees, and shall not be
20 considered in any manner to be COUNTY employees.

21 3.3 The CONTRACTOR, and the agents and employees of the CONTRACTOR, in
22 the performance of the Agreement, are acting in an independent capacity and
23 not as officers or employees or agents of the State of California.

24 4. DESCRIPTION OF SERVICES, STAFFING

25 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
26 and supplies as described in the Exhibit "A" to the Agreement between County
27 of Orange and Mexican American Opportunity Foundation, for the Provision of
28 Early Childhood Education Services for Children at the Tustin Family Campus

1 Early Childhood Development Center, attached hereto and incorporated herein by
2 reference. CONTRACTOR shall operate continuously throughout the term of this
3 Agreement with the number and type of staff described and as required for
4 provision of services hereunder pursuant to the personnel disclosure
5 provisions of this Agreement.

6 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
7 may require changes in staffing allocations to reflect current workload
8 demands or service needs as long as COUNTY's maximum obligation as set forth
9 in this Agreement is not exceeded.

10 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
11 appropriate staff to attend an orientation session and subsequent training
12 sessions given by COUNTY.

13 5. LICENSES AND STANDARDS

14 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
15 required by the laws of the United States, State of California, County of
16 Orange and all other appropriate governmental agencies to perform the services
17 described in this Agreement, and agrees to maintain these licenses and permits
18 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
19 that its employees shall conduct themselves in compliance with such laws and
20 licensure requirements including, without limitation, compliance with laws
21 applicable to sexual harassment and ethical behavior.

22 5.2 ADMINISTRATOR may apply for and obtain a license with CONTRACTOR
23 in order to be co-licensees at the Tustin Family Campus Early Childhood
24 Development Center.

25 5.3 In the performance of this Agreement, CONTRACTOR shall comply,
26 unless waived in whole or in part by ADMINISTRATOR, with all applicable
27 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
28 the Code of Federal Regulations (CFR); ~~Federal Office of Management and Budget~~

1 (OMB) Circulars A-21, A-122, and A-87 implementing regulations under 2 CFR
2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit
3 Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable
4 laws and regulations of the United States, State of California, County of
5 Orange Social Services Agency and all administrative regulations, rules and
6 policies adopted thereunder as each and all may now exist or be hereafter
7 amended.

8 5.3.1 For Federally funded Agreements in the amount of \$25,000
9 or more, CONTRACTOR certifies that its officers and/or principals are not
10 debarred or suspended from Federal financial assistance programs and/or
11 activities.

12 5.4 CONTRACTOR shall be in compliance with California Department of
13 Social Services (CDSS) Community Care Licensing (CCL) Division requirements
14 for child care centers, including adherence to the specific requirements for
15 staff training and education for children age five (5) years and under.
16 Requirements can be found at the Internet site, <http://cclcd.ca.gov/PG555.htm>.

17 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

18 6.1 Delegation and Assignment:

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

28 ///

1 6.2 Subcontracts:

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

9 6.2.1 Subcontracts of \$25,000 or less:

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

18 6.2.2 Subcontracts in excess of \$25,000:

19 CONTRACTOR shall develop and submit for approval to
20 ADMINISTRATOR a system for the procurement of subcontracts with any
21 organization in which the total cumulative cost of services provided by any
22 single organization is anticipated to exceed twenty-five thousand dollars
23 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed
24 procurement system shall take into consideration such factors as: degree of
25 price competition; pricing policies and techniques; experience and quality of
26 service; methods of evaluating subcontractor responsibility; relationship of
27 subcontractor to CONTRACTOR; and planning, award, and post-award management of
28 subcontracts, including internal audit procedures and monitoring of

1 subcontractor's performance until completion of services.

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

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

16 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

17 7.1 Form of Business Organization:

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

22 7.1.1 The form of CONTRACTOR's business organization, i.e.,
23 proprietorship, partnership, corporation, etc.

24 7.1.2 A detailed statement indicating the relationship of
25 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
26 individual.

27 7.1.3 A detailed statement indicating the relationship of
28 CONTRACTOR to any subsidiary business organization or to any individual who

1 may be providing services, supplies, material or equipment to CONTRACTOR or in
2 any manner does business with CONTRACTOR under this Agreement.

3 7.2 Change in Form of Business Organization:

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

11 8. USE OF COUNTY PROPERTY

12 8.1 COUNTY intends to permit CONTRACTOR the rent-free use of office
13 space, office furniture, and office equipment located in any and all offices
14 and COUNTY facilities at which CONTRACTOR shall be co-located with COUNTY
15 staff pursuant to this Agreement, as is more particularly set forth in that
16 certain lease or license agreement described in Subparagraph 8.2, below. As
17 stated in the lease or license agreement, said office space, office furniture,
18 and equipment shall be used solely by employees of CONTRACTOR while performing
19 their assigned duties pursuant to this Agreement.

20 8.2 CONTRACTOR shall enter into a rent-free lease or license agreement
21 with ADMINISTRATOR for facilities provided by ADMINISTRATOR, and will execute
22 all terms and conditions of said agreement upon ADMINISTRATOR's presentation
23 of said document to CONTRACTOR. Failure to execute the lease or license
24 agreement will result in a breach of this Agreement.

25 8.3 CONTRACTOR is responsible for any costs associated with Fair
26 Employment and Housing Act and Americans with Disabilities Act accommodations
27 for its own employees at COUNTY facilities. COUNTY may, in its sole
28 discretion and on a case-by-case basis, provide for such accommodations at no

1 cost to CONTRACTOR.

2 8.4 CONTRACTOR shall not be permitted to bring animals onto COUNTY
3 property except as otherwise permitted by Orange County Codified Ordinance 4-
4 1-46.

5 9. NON-DISCRIMINATION

6 9.1 In the performance of this Agreement, CONTRACTOR agrees that it
7 shall not engage nor employ any unlawful discriminatory practices in the
8 admission of clients, provision of services or benefits, assignment of
9 accommodations, treatment, evaluation, employment of personnel or in any other
10 respect on the basis of race, religious creed, color, national origin,
11 ancestry, physical disability, mental disability, medical condition, genetic
12 information, marital status, sex, gender, gender identity, gender expression,
13 age, sexual orientation, military and veteran status or any other protected
14 group in accordance with the requirements of all applicable Federal or State
15 laws.

16 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
17 meets the lawful and applicable requirements of the U.S. Department of Health
18 and Human Services.

19 9.3 CONTRACTOR shall furnish any and all information requested by
20 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
21 books, records and accounts in order to ascertain CONTRACTOR's compliance with
22 Paragraph 9 et seq.

23 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
24 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
25 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

26 9.5 Non-Discrimination in Employment:

27 9.5.1 ~~In the performance of this Agreement, CONTRACTOR agrees~~
28 ~~that all~~ All solicitations or advertisements for employees placed by or on

1 behalf of CONTRACTOR shall state that all qualified applicants will receive
2 consideration for employment without regard to race, religious creed, color,
3 national origin, ancestry, physical disability, mental disability, medical
4 condition, genetic information, marital status, sex, gender, gender identity,
5 gender expression, age, sexual orientation, military and veteran status or any
6 other protected group in accordance with the requirements of all applicable
7 Federal or State laws. Notices describing the provisions of the equal
8 opportunity clause shall be posted in a conspicuous place for employees and
9 job applicants.

10 9.5.2 CONTRACTOR shall refer any and all employees desirous of
11 filing a formal discrimination complaint to:

12 California Department of Social Services

13 Public Inquiry and Response Bureau

14 P.O. Box 944243, M.S. 8-34-23

15 Sacramento, CA 94244-2430 95814

16 Telephone: (800) 952-5253

17 (800) 952-8349 (For the hard of hearing)

18 9.6 Non-Discrimination in Service Delivery:

19 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the
20 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
21 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
22 Stamp Act of 1977, as amended, and in particular 7 CFR Section 272.6; Title
23 II of the Americans with Disabilities Act of 1990, as amended; California
24 Civil Code Section 51 et seq., as amended; California Government Code (CGC)
25 Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), ~~(i)~~, (i), and
26 (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections
27 98000-98413 ~~Title 24, CCR Section 3105A(e)~~; the Dymally-Alatorre Bilingual
28 Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of

1 Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and
 2 State laws, as well as their implementing regulations (including Title 45 CFR
 3 Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any
 4 other law pertaining to Equal Employment Opportunity, Affirmative Action and
 5 Nondiscrimination as each may now exist or be hereafter amended. CONTRACTOR
 6 shall not implement any administrative methods or procedures which would have
 7 a discriminatory effect or which would violate the California Department of
 8 Social Services Manual of Policies and Procedures (MPP) Division 21, Chapter
 9 21-100. If there are any violations of this Paragraph, CDSS shall have the
 10 right to invoke fiscal sanctions or other legal remedies in accordance with
 11 WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the
 12 issue may be referred to the appropriate Federal agency for further compliance
 13 action and enforcement of Subparagraph 9.6 et seq.

14 9.6.2 CONTRACTOR shall provide any and all clients desirous of
 15 filing a formal complaint any and all information as appropriate:

16 9.6.2.1 Pamphlet: "Your Rights Under California
 17 Welfare Programs" (PUB 13)

18 9.6.2.2 Discrimination Complaint Form

19 9.6.2.3 Civil Rights Contacts:

20 County Civil Rights Contact:

21 Orange County Social Services Agency

22 Program Integrity

23 Attn: Civil Rights Coordinator

24 P.O. Box 22001

25 Santa Ana, CA 92702-2001

26 Telephone: (714) 438-8877

27 State Civil Rights Contact:

28 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. NOTICES

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

COUNTY: County of Orange Social Services Agency
Contract Services
500 N. State College Blvd., Suite 100
Orange, CA 92868
~~888 N. Main Street~~
~~Santa Ana, CA 92701~~

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

10.2 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 notices, claims, correspondence, reports and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

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

12.2 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 CONTRACTORS, 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.

1 13. INSURANCE

2 13.1 Prior to the provision of services under this Agreement,
3 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
4 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
5 endorsements required herein, necessary to satisfy COUNTY that the insurance
6 provisions of this Agreement have been complied with, and to keep such
7 insurance coverage and the certificates therefore on deposit with
8 ADMINISTRATOR during the entire term of this Agreement. CONTRACTOR shall
9 ensure that all subcontractors performing work on behalf of CONTRACTOR
10 pursuant to this agreement shall be covered under CONTRACTOR's insurance as an
11 Additional Insured or maintain insurance subject to the same terms and
12 conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow
13 subcontractors to work if subcontractors have less than the level of coverage
14 required by County from CONTRACTOR under this agreement. It is the obligation
15 of Contractor to provide notice of the insurance requirements to every
16 subcontractor and to receive proof of insurance prior to allowing any
17 subcontractor to begin work. Such proof of insurance must be maintained by
18 CONTRACTOR through the entirety of this Agreement for inspection by COUNTY
19 representative(s) at any reasonable time.

20 13.2 CONTRACTOR shall ensure that all subcontractors performing work on
21 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
22 to the same terms and conditions as set forth herein for CONTRACTOR.

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

1 Management upon review of CONTRACTOR's current audited financial report.

2 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
3 the full term of this Agreement, COUNTY may terminate this Agreement.

4 13.5 Qualified Insurer:

5 13.5.1 The policy or policies of insurance required herein must
6 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
7 Rating) and VIII (Financial Size Category as determined by the most current
8 edition of the Best's Key Rating Guide/Property-Casualty/United States or
9 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
10 to do business in the state of California (California Admitted Carrier).

11 13.6 If the insurance carrier does not have an A.M. Best Rating of A-
12 /VIII, the CEO/Office of Risk Management retains the right to approve or
13 reject a carrier after a review of the company's performance and financial
14 rating.

15 13.7 The policy or policies of insurance maintained by CONTRACTOR shall
16 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 or per occurrence

\$1,000,000 aggregate

Sexual Misconduct Liability

\$1,000,000 per occurrence

Employee Dishonesty

\$37,951

13.8 Required Coverage Forms:

13.8.1 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.

13.8.2 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.

13.9 Required Endorsements:

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

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

13.9.1.2 A primary non-contributing endorsement 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.

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

13.9.2.1 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.

13.9.2.2 A primary and non-contributing endorsement

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

4 13.10 The County of Orange shall be the loss payee on the Employee
5 Dishonesty coverage. A Loss Payee endorsement evidencing that the County of
6 Orange is a Loss Payee shall accompany the Certificate of Insurance.

7 13.11 All insurance policies required by this Agreement shall waive all
8 rights of subrogation against the County of Orange, its elected and appointed
9 officials, officers, agents and employees when acting within the scope of
10 their appointment or employment.

11 13.12 The Workers' Compensation policy shall contain a waiver of
12 subrogation endorsement waiving all rights of subrogation against the County
13 of Orange, its elected and appointed officials, officers, agents and
14 employees.

15 13.13 CONTRACTOR shall notify County in writing within thirty (30) days
16 of any policy cancellation and ten (10) days for non-payment of premium and
17 provide a copy of the cancellation notice to County. Failure to provide
18 written notice of cancellation may constitute a material breach of the
19 contract, upon which the County may suspend or terminate this Agreement.

20 13.14 If CONTRACTOR's Professional Liability and Network Security &
21 Privacy Liability policies are on a "claims made" basis, CONTRACTOR shall
22 agree to maintain Professional Liability and Network Security & Privacy
23 Liability coverages for two (2) years following completion of this Agreement.

24 13.15 The Commercial General Liability policy shall contain a
25 severability of interests clause also known as a "separation of insureds"
26 clause (standard in the ISO CG 0001 policy).

27 13.16 Insurance certificates should be mailed to COUNTY at the address
28 indicated in Paragraph 10 of this Agreement.

1 13.17 If CONTRACTOR fails to provide the insurance certificates and
2 endorsements within seven (7) days of notification by CEO/County Procurement
3 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

4 13.18 COUNTY expressly retains the right to require CONTRACTOR to
5 increase or decrease insurance of any of the above insurance types throughout
6 the term of this Agreement. Any increase or decrease in insurance will be as
7 deemed by County of Orange Risk Manager as appropriate to adequately protect
8 COUNTY.

9 13.19 COUNTY shall notify CONTRACTOR in writing of changes in the
10 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
11 certificates of insurance and endorsements with COUNTY incorporating such
12 changes within thirty (30) days of receipt of such notice, this Agreement may
13 be in breach without further notice to CONTRACTOR, and COUNTY shall be
14 entitled to all legal remedies.

15 13.20 The procuring of such required policy or policies of insurance
16 shall not be construed to limit CONTRACTOR's liability hereunder nor to
17 fulfill the indemnification provisions and requirements of this Agreement, nor
18 act in any way to reduce the policy coverage and limits available from the
19 insurer.

20 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

21 CONTRACTOR shall report to COUNTY:

22 14.1 Any accident or incident relating to services performed under this
23 Agreement which involves injury or property damage which may result in the
24 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
25 shall be made in writing within twenty-four (24) hours of occurrence.

26 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising
27 from or related to services performed by CONTRACTOR under this Agreement.
28 Such report shall be submitted to COUNTY within twenty-four (24) hours of

1 occurrence.

2 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
3 property. Such report shall be submitted to COUNTY within twenty-four (24)
4 hours of occurrence.

5 14.4 Any loss, disappearance, destruction, misuse, or theft of any kind
6 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
7 under the term of this Agreement. Such report shall be submitted to COUNTY
8 within twenty-four (24) hours of occurrence.

9 15. CONFLICT OF INTEREST

10 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
11 any actions or conditions that could result in a conflict with the best
12 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
13 agents, relatives, subcontractors, and third parties associated with
14 accomplishing the work hereunder.

15 15.2 CONTRACTOR's efforts shall include, but not be limited to,
16 establishing precautions to prevent its employees or agents from making,
17 receiving, providing, or offering gifts, entertainment, payments, loans, or
18 other considerations which could be deemed to appear to influence individuals
19 to act contrary to the best interests of COUNTY.

20 16. ANTI-PROSELYTISM PROVISION

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

25 17. SUPPLANTING GOVERNMENT FUNDS

26 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
27 intended for the purposes of this Agreement with any funds made available
28 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY

1 for, or apply sums received from COUNTY with respect to, that portion of its
2 obligations which have been paid by another source of revenue. CONTRACTOR
3 agrees that it shall not use funds received pursuant to this Agreement, either
4 directly or indirectly, as a contribution or compensation for purposes of
5 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY
6 program without prior written approval of ADMINISTRATOR.

7 18. EQUIPMENT

8 18.1 All items purchased with funds provided under this Agreement, or
9 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
10 at least five thousand dollars (\$5,000), including sales tax, shall be
11 considered Capital Equipment. Title to all Capital Equipment shall, upon
12 purchase, vest and remain in COUNTY. The use of such items of Capital
13 Equipment is limited to the performance of this Agreement. Upon the
14 termination of this Agreement, CONTRACTOR shall immediately return any items
15 of Capital Equipment to COUNTY or its representatives, or dispose of them in
16 accordance with the directions of ADMINISTRATOR.

17 CONTRACTOR further agrees to the following:

18 18.1.1 To maintain all items of Capital Equipment in good
19 working order and condition, normal wear and tear excepted.

20 18.1.2 To label all items of Capital Equipment, do periodic
21 inventories as required by ADMINISTRATOR and to maintain an inventory list
22 showing where and how the Capital Equipment is being used, in accordance with
23 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
24 ADMINISTRATOR within ten (10) days of any request therefore.

25 18.1.3 To report in writing to ADMINISTRATOR immediately after
26 discovery, the loss or theft of any items of Capital Equipment. For stolen
27 items, the local law enforcement agency must be contacted and a copy of the
28 police report submitted to ADMINISTRATOR.

1 18.1.4 To purchase a policy or policies of insurance covering
2 loss or damage to any and all Capital Equipment purchased under this
3 Agreement, in the amount of the full replacement value thereof, providing
4 protection against the classification of fire, extended coverage, vandalism,
5 malicious mischief and special extended perils (all risks) covering the
6 parties' interests as they appear.

7 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be
8 requested in writing, shall require the prior written approval of
9 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
10 appropriate and directly related to CONTRACTOR's service or activity under the
11 terms of this Agreement. COUNTY may refuse reimbursement for any costs
12 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
13 if prior written approval has not been obtained from ADMINISTRATOR.

14 18.3 The State of California retains title to any equipment or supplies
15 purchased with state funds and that the equipment shall be returned to the
16 COUNTY upon termination of the Agreement. CONTRACTOR shall obtain prior
17 written approval from the ADMINISTRATOR and the EESD (formerly known as CDD)
18 for any unit of equipment that costs in excess of seven thousand five hundred
19 dollars (\$7,500).

20 18.4 Personal Computer Equipment:

21 No personal computers and/or personal electronic devices, such as
22 tablets and laptop computers, or any component thereof may be purchased with
23 funds provided under this Agreement, regardless of purchase price.

24 19. BREACH SANCTIONS

25 Failure by CONTRACTOR to comply with any of the provisions, covenants,
26 or conditions of this Agreement shall be a material breach of this Agreement.
27 In such event, ADMINISTRATOR may, ~~in its sole discretion~~, and in addition to
28 immediate termination and any other remedies available at law, in equity, or

1 otherwise specified in this Agreement:

2 19.1 Afford CONTRACTOR a time period within which to cure the breach,
3 which period shall be established ~~at the sole discretion of~~ by ADMINISTRATOR;
4 and/or

5 19.2 Discontinue reimbursement to CONTRACTOR for and during the period
6 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
7 later recovery; and/or

8 19.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
9 COUNTY those monies disallowed pursuant to Subparagraph 19.2 above.

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

12 20. PAYMENTS

13 20.1 Maximum Contractual Obligation:

14 The maximum obligation of COUNTY under this Agreement shall be
15 \$447,928, or actual allowable costs, whichever is less. ~~The maximum~~
16 ~~obligation of COUNTY under this Agreement shall not exceed the following~~
17 ~~amounts: the amount of \$151,804 for March 1, 2014 through June 30, 2014; the~~
18 ~~amount of \$435,278 for July 1, 2014 through June 30, 2015; and the amount of~~
19 ~~\$447,928 for July 1, 2015 through June 30, 2016, for a total aggregate of~~
20 ~~\$1,035,010, or actual allowable costs, whichever is less.~~

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

24 20.2 Allowable Costs:

25 20.2.1 During the term of this Agreement, COUNTY shall pay
26 CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by
27 CONTRACTOR pursuant to this Agreement, as defined in ~~OMB Circular A-122~~ 2 CFR,
28 ~~Part 230~~ or as approved by ADMINISTRATOR. However, COUNTY, in its sole

1 discretion, may pay CONTRACTOR for anticipated allowable costs that will be
2 incurred by CONTRACTOR for June 2017 2014, June 2015 and June 2016, during the
3 month of such anticipated expenditure.

4 20.2.2 CONTRACTOR shall be reimbursed for travel and per diem
5 expenses only at rates that do not exceed the rates paid to the CDE's non-
6 represented employees computed in accordance with State Department of
7 Personnel Administration regulations, California *Code of Regulations*, Title 2,
8 Subchapter 1.

9 20.3 Advance Payment:

10 ADMINISTRATOR may, in its sole discretion, advance to CONTRACTOR
11 an amount(s) not in excess of twenty-five percent (25%) of the maximum
12 obligation of COUNTY for the period of March 1, 2014 through June 30, 2016,
13 upon receipt of a written request(s). The request shall be accompanied by
14 such justification as ADMINISTRATOR may require. ADMINISTRATOR may deduct any
15 such advances from any one or more payments owed to CONTRACTOR prior to May
16 March 31, 2017 2014. If, at the conclusion of this Agreement, there is a
17 balance owing COUNTY, CONTRACTOR shall immediately refund said monies to
18 COUNTY.

19 20.4 Claims:

20 20.4.1 CONTRACTOR shall submit monthly claims to be received by
21 ADMINISTRATOR no later than the fourteenth (14th) twentieth (20th) calendar day
22 of the month for expenses incurred in the preceding month. In the event the
23 fourteenth (14th) twentieth (20th) calendar day falls on a weekend or COUNTY
24 holiday, CONTRACTOR shall submit the claim the next business day. COUNTY
25 holidays include New Year's Day, Martin Luther King Day, President Lincoln's
26 Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus
27 Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas
28 Day.

1 20.4.2 All ~~reimbursement~~ claims must be submitted on a form
2 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit
3 supporting source documents with the monthly claim, including, inter alia, a
4 monthly statement of services, general ledgers, supporting journals, time
5 sheets, invoices, canceled checks, receipts, and receiving records, some of
6 which may be required to be copied. Source documents that CONTRACTOR must
7 submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-
8 Controller. CONTRACTOR shall retain all financial records in accordance with
9 Paragraph 26 (Records, Inspections, and Audits) of this Agreement.

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

13 20.4.4 Year End and Final Claims:

14 20.4.4.1 CONTRACTOR shall submit a final claim by no
15 later than August 30, 2017. Claims received after August 30 may, at
16 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify
17 the date upon which the final claim must be received, upon written notice to
18 CONTRACTOR. ~~Final claims for the term of March 1, 2014 through June 30, 2014,~~
19 ~~must be received no later than August 30, 2014 at 5:00 p.m. Final claims for~~
20 ~~the term of July 1, 2014 through June 30, 2015, must be received no later than~~
21 ~~August 30, 2015 at 5:00 p.m. Final claims for the term of July 1, 2015~~
22 ~~through June 30, 2016, must be received no later than August 30, 2016 at 5:00~~
23 ~~p.m. Claims received after the date specified in Subparagraphs 20.4.4.1 To~~
24 ~~20.4.4.2 may not be reimbursed. ADMINISTRATOR may, in its sole discretion,~~
25 ~~modify the date upon which the final claim must be received, upon written~~
26 ~~notice to CONTRACTOR.~~

27 20.4.4.2 The basis for final settlement shall be the
28 actual allowable costs as defined in Title 45 CFR and ~~OMB Circular A-122 2~~

1 CFR, Part 230, incurred and paid by CONTRACTOR pursuant to this Agreement:
2 limited, however, to the maximum obligation of COUNTY. In the event that any
3 overpayment has been made, COUNTY may offset the amount of the overpayment
4 against the final payment. In the event overpayment exceeds the final
5 payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business
6 days of notice from COUNTY. Nothing herein shall be construed as limiting the
7 remedies of COUNTY in the event an overpayment has been made.

8 20.4.5 Seventy-Five Percent Expenditure Notification:

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

14 21. OVERPAYMENTS

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

28 ///

22. OUTSTANDING DEBT

CONTRACTOR shall have no outstanding debt with ADMINISTRATOR, 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.

23. REVENUE

23.1 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.

23.2 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.

24. 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 in writing to modify the date upon which the final report must be submitted.

25. INDEPENDENT AUDIT

25.1 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 the OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. The audit must be performed in accordance with generally accepted government auditing standards and ~~OMB Circular A-122~~ Title 2 CFR Part 230. 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.

1 25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
2 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR its
3 organization-wide audit within fourteen (14) calendar days of CONTRACTOR's
4 receipt. Failure of CONTRACTOR to comply with this Paragraph shall be
5 sufficient cause for ADMINISTRATOR to deny payment under this or any
6 subsequent Agreement with CONTRACTOR until such time as the required audit is
7 provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit
8 submission deadline upon notice to CONTRACTOR. ~~It is mutually understood that
9 CONTRACTOR's organization wide audit covers fiscal years beginning July 1 and
10 ending June 30. CONTRACTOR agrees to provide ADMINISTRATOR with a copy of its
11 organization wide audit for the period July 1, 2013 through June 30, 2014, by
12 December 31, 2014; for the period July 1, 2014 through June 30, 2015, by
13 December 31, 2015; and for the period July 1, 2015 through June 30, 2016, by
14 December 31, 2016. Failure to provide a copy of the organization wide audits,
15 for the period July 1, 2013 through June 30, 2016, shall be sufficient cause
16 for ADMINISTRATOR, in its sole discretion, to deny payment under this or any
17 subsequent Agreement with CONTRACTOR until such time as the required audits
18 are provided to ADMINISTRATOR. ADMINISTRATOR may, in its sole discretion,
19 modify the date upon which the organization wide audits must be received, upon
20 notice to CONTRACTOR.~~

21 26. RECORDS, INSPECTIONS AND AUDITS

22 26.1 Financial Records:

23 26.1.1 CONTRACTOR shall prepare and maintain accurate and
24 complete financial records. Financial records shall be retained, by
25 CONTRACTOR, for a minimum of five (5) years from the date of final payment
26 under this Agreement or until all pending COUNTY, State and Federal audits are
27 completed, whichever is later.

28 26.1.2 CONTRACTOR shall establish and maintain reasonable

1 accounting, internal control and financial reporting standards in conformity
2 with generally accepted accounting principles established by the American
3 Institute of Certified Public Accountants and to the satisfaction of
4 ADMINISTRATOR.

5 26.2 Client Records:

6 26.2.1 CONTRACTOR shall prepare and maintain accurate and
7 complete records of clients served and dates and type of services provided
8 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

9 26.2.2 All client records related to services provided under the
10 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
11 (5) years from the date of final payment under this Agreement or until all
12 pending COUNTY, State and Federal audits are completed, whichever is later.
13 Notwithstanding anything to the contrary, upon termination of this Agreement,
14 CONTRACTOR shall relinquish control with respect to client records to COUNTY
15 in accordance with Subparagraph 44.2 below.

16 26.2.3 COUNTY may refuse payment for a claim if client records
17 are determined by COUNTY to be incomplete or inaccurate. In the event client
18 records are determined to be incomplete or inaccurate after payment has been
19 made, COUNTY may treat such payment as an overpayment within the provisions of
20 this Agreement.

21 26.2.4 CONTRACTOR shall maintain records for program review,
22 evaluation, audit and/or other purposes and make the records available to
23 agents of the State of California for a period of five (5) years.

24 26.3 Public Records:

25 With the exception of client records or other records referenced
26 in Paragraph 32, entitled Confidentiality, all records, including but not
27 limited to, reports, audits, notices, claims, statements and correspondence,
28 required by this Agreement may be subject to public disclosure. COUNTY will

1 not be liable for any such disclosure.

2 26.4 Inspections and Audits:

3 26.4.1 The U.S. Department of Health and Human Services,
4 Comptroller General of the United States, Director of CDSS, State Auditor-
5 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
6 Department, or any of their authorized representatives, shall have access to
7 any books, documents, papers and records, including medical records, of
8 CONTRACTOR which any of them may determine to be pertinent to this Agreement
9 for the purpose of financial monitoring. Further, all the above mentioned
10 persons have the right at all reasonable times to inspect or otherwise
11 evaluate the work performed or being performed under this Agreement and the
12 premises in which it is being performed.

13 26.4.2 CONTRACTOR shall make its books and financial records
14 available within the borders of Orange County within ten (10) days of receipt
15 of written demand by ADMINISTRATOR.

16 26.4.3 In the event CONTRACTOR does not make available its books
17 and financial records within the borders of Orange County, CONTRACTOR agrees
18 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
19 designee, necessary to obtain CONTRACTOR's books and financial records.

20 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of
21 COUNTY's liability to the State or Federal government or any agency thereof
22 resulting from any disallowances or other audit exceptions to the extent that
23 such liability is attributable to CONTRACTOR's failure to perform under this
24 Agreement.

25 26.5 Evaluation Studies:

26 26.5.1 CONTRACTOR shall participate as requested by COUNTY in
27 research and/or evaluative studies designed to show the effectiveness and/or
28 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's

1 project.

2 27. PERSONNEL DISCLOSURE

3 27.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
4 all personnel providing services hereunder, including résumés and job
5 applications. Changes to the list will be immediately provided to
6 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
7 application. The list shall include:

8 27.1.1 Names and dates of birth of all full or part-time
9 personnel by title, including volunteer personnel, whose direct services are
10 required to provide the programs described herein;

11 27.1.2 A brief description of the functions of each position and
12 the hours each person works each week; or for part-time personnel, each day or
13 month, as appropriate;

14 27.1.3 The professional degree, if applicable, and experience
15 required for each position; and

16 27.1.4 The language skill, if applicable, for all personnel.

17 27.2 Where authorized by law, CONTRACTOR's employment applications
18 shall require applicants to provide detailed information regarding the
19 conviction of a crime by any court, for offenses other than minor traffic
20 offenses. Information not disclosed in the employment application discovered
21 subsequent to the hiring or promotion of any applicant shall be cause for
22 termination of that employee from the performance of services under this
23 Agreement.

24 27.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
25 COUNTY, a clearance on the following public websites the names and dates of
26 birth for all employees and/or volunteers who will have direct, interactive
27 contact with clients served through this Agreement: U.S. Department of Justice
28 National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender

1 Registry (www.meganslaw.ca.gov).

2 27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
3 COUNTY, a criminal record background check on all employees (direct service
4 and administrative) funded through this Agreement and also all non-funded
5 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
6 interactive contact with clients served through this Agreement. Background
7 checks conducted through the California Department of Justice shall include a
8 check of the California Central Child Abuse Index, when
9 applicable. Candidates will satisfy background checks consistent with this
10 paragraph and their performance of services under this Agreement. ~~Where
11 authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, criminal
12 record background checks on all employees and/or volunteers who will provide
13 services under this Agreement. Candidates will satisfy background checks
14 consistent with and comparable to those required for COUNTY employees.~~

15 27.5 In the event a record is revealed through the processes described
16 in Subparagraphs 27.3 and 27.4, COUNTY will be available to consult with
17 CONTRACTOR on appropriateness of personnel providing services through this
18 Agreement.

19 27.6 CONTRACTOR warrants that all persons employed or otherwise
20 assigned by CONTRACTOR to provide services under this Agreement have
21 satisfactory past work records and/or reference checks indicating their
22 ability to perform the required duties and accept the kind of responsibility
23 anticipated under this Agreement. CONTRACTOR shall maintain records of
24 background investigations and reference checks undertaken and coordinated by
25 CONTRACTOR for each employee and/or volunteer assigned to provide services
26 under this Agreement for a minimum of five (5) years from the date of final
27 payment under this Agreement or until all pending COUNTY, State and Federal
28 audits are completed, whichever is later, in compliance with all applicable

1 laws.

2 27.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
3 arrest and/or subsequent conviction, for offenses other than minor traffic
4 offenses, of any paid employee and/or volunteer staff performing services
5 under this Agreement, when such information becomes known to CONTRACTOR.
6 ADMINISTRATOR, ~~in its sole discretion~~, may determine whether such employee
7 and/or volunteer may continue to provide services under this Agreement and
8 shall provide notice of such determination to CONTRACTOR in writing.
9 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed
10 a material breach of this Agreement, pursuant to Paragraph 19 above.

11 27.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
12 staff performing work hereunder and any proposed changes in CONTRACTOR's
13 staff.

14 27.9 COUNTY shall have the right, ~~at its sole discretion~~, to require
15 CONTRACTOR to remove any employee from the performance of services under this
16 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
17 said personnel.

18 27.10 CONTRACTOR shall notify COUNTY immediately when staff is
19 terminated for cause from working on this Agreement.

20 27.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
21 Paragraph 27, shall not relieve CONTRACTOR of its obligation to complete all
22 work in accordance with the terms and conditions of this Agreement.

23 28. EMPLOYMENT ELIGIBILITY VERIFICATION

24 As applicable, CONTRACTOR warrants that it fully complies with all
25 Federal and State statutes and regulations regarding the employment of aliens
26 and others, and that all its employees performing work under this Agreement
27 meet the citizenship or alien status requirement set forth in Federal statutes
28 and regulations. CONTRACTOR shall obtain, from all employees performing work

1 hereunder, all verification and other documentation of employment eligibility
2 status required by Federal or State statutes and regulations including, but
3 not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC
4 Section 1324 et seq., as they currently exist and as they may be hereafter
5 amended. CONTRACTOR shall retain all such documentation for all covered
6 employees for the period prescribed by the law. CONTRACTOR shall indemnify,
7 defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY,
8 its agents, officers, and employees from employer sanctions and any other
9 liability which may be assessed against CONTRACTOR or COUNTY or both in
10 connection with any alleged violation of any Federal or State statutes or
11 regulations pertaining to the eligibility for employment of any persons
12 performing work under this Agreement.

13 29. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

14 29.1 In order to comply with child support enforcement requirements of
15 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
16 of the award of this Agreement:

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

1 29.2 The failure of CONTRACTOR to timely submit the data or
2 certifications required by subsections (a), (b), (c), or (d), or to comply
3 with all Federal and State employee reporting requirements for child support
4 enforcement or to comply with all lawfully served Wage and Earnings Assignment
5 Orders and Notices of Assignment shall constitute a material breach of this
6 Agreement, and failure to cure such breach within sixty (60) calendar days of
7 notice from COUNTY shall constitute grounds for termination of this Agreement.

8 29.3 It is expressly understood that this data will be transmitted to
9 governmental agencies charged with the establishment and enforcement of child
10 support orders, and for no other purpose.

11 30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

1 32. CONFIDENTIALITY

2 32.1 CONTRACTOR agrees to maintain the confidentiality of its records
3 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
4 and all other provisions of law, and regulations promulgated thereunder
5 relating to privacy and confidentiality, as each may now exist or be hereafter
6 amended.

7 32.2 All records and information concerning any and all persons
8 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
9 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
10 volunteers. CONTRACTOR shall require all of its employees, agents,
11 subcontractors and volunteer staff who may provide services for CONTRACTOR
12 under this Agreement to sign an agreement with CONTRACTOR before commencing
13 the provision of any such services, to maintain the confidentiality of any and
14 all materials and information with which they may come into contact, or the
15 identities or any identifying characteristics or information with respect to
16 any and all participants referred to CONTRACTOR by COUNTY, except as may be
17 required to provide services under this Agreement or to those specified in
18 this Agreement as having the capacity to audit CONTRACTOR, and as to the
19 latter, only during such audit. CONTRACTOR shall comply with any audits
20 specified in Paragraph 26, provide reports and any other information required
21 by COUNTY in the administration of this Agreement, and as otherwise permitted
22 by law.

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

27 32.4 CONTRACTOR agrees that any and all subcontracts entered into shall
28 be subject to the confidentiality requirements of this Agreement.

1 32.5 CONTRACTOR agrees to maintain the confidentiality of its records
2 with respect to Juvenile Court matters, in accordance with WIC Section 827,
3 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
4 regarding Confidentiality, as it now exists or may hereafter be amended.

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

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

14 33. COPYRIGHT ACCESS

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

19 34. WAIVER

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

28 35. PETTY CASH

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

3 36. PUBLICITY

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

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

14 36.2.1 CONTRACTOR shall develop all publicity material in a
15 professional manner; and

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

21 37. COUNTY RESPONSIBILITIES

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

24 38. REFERRALS

25 38.1 CONTRACTOR shall provide services to individuals referred by
26 ADMINISTRATOR.

27 39. REPORTS

28 39.1 CONTRACTOR shall provide information deemed necessary by

1 ADMINISTRATOR to complete any State-required reports related to the services
2 provided under this Agreement.

3 39.2 CONTRACTOR shall maintain records and submit reports containing
4 such data and information regarding the performance of CONTRACTOR's services,
5 costs or other data relating to this Agreement, as may be requested by
6 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
7 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

8 40. ENERGY EFFICIENCY STANDARDS

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

12 41. ENVIRONMENTAL PROTECTION STANDARDS

13 CONTRACTOR shall be in compliance with ~~Section 306~~ of the Clean Air Act
14 [Title 42 USC Section ~~1857(h)~~ 7401 et seq.], the Clean Water Act (Title 33 USC
15 Section ~~1368~~ 1251 et seq.), Executive Order 11738 and Environmental Protection
16 Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR ~~Part 15~~),
17 as any may now exist or be hereafter amended. Under these laws and
18 regulations, CONTRACTOR assures that:

19 41.1 No facility to be utilized in the performance of the proposed
20 grant has been listed on the EPA List of Violating Facilities;

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

25 41.3 It will notify COUNTY and EPA about any known violation of the
26 above laws and regulations.

27 42. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
28 FEDERAL TRANSACTIONS

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

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

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

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

23 2) If any funds other than Federal appropriated funds
24 (including profit or fee received under a covered Federal transaction) have
25 been paid, or will be paid, to any person for influencing or attempting to
26 influence an officer or employee of any agency, a Member of Congress, an
27 officer or employee of Congress, or an employee of a Member of Congress on his
28 or her behalf in connection with this solicitation, the offeror shall complete

1 and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying
2 Activities, to the Contracting Officer; and

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

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

13 43. POLITICAL ACTIVITY

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

17 44. TERMINATION PROVISIONS

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

25 44.2 Upon termination, or notice thereof, CONTRACTOR agrees to
26 cooperate with ADMINISTRATOR in the orderly transfer of service
27 responsibilities, active case records, and pertinent documents.

28 44.3 The obligations of COUNTY under this Agreement are contingent upon

1 the availability of Federal and/or State funds, as applicable, for the
 2 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
 3 for the services hereunder in the budget approved by the Orange County Board
 4 of Supervisors each fiscal year this Agreement remains in effect or operation.
 5 In the event that such funding is terminated or reduced, ADMINISTRATOR may
 6 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
 7 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
 8 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
 9 notification of such determination. CONTRACTOR shall immediately comply with
 10 ADMINISTRATOR's decision.

11 44.4 If any provision of this Agreement or the application thereof is
 12 held invalid, the remainder of this Agreement shall not be affected thereby.

13 45. GOVERNING LAW AND VENUE

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

23 46. SIGNATURE IN COUNTERPARTS

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

27 ///

28 ///

WHEREFORE, the parties hereto have executed this Agreement.

By: _____ By: _____
 MARTIN CASTRO CHAIRWOMAN
 PRESIDENT AND CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS
 MEXICAN AMERICAN OPPORTUNITY FOUNDATION 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 of ~~Supervisors~~
 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. PROGRAM GOALS AND OUTCOMES

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

1.2 CONTRACTOR shall meet each of the following outcomes:

1.2.1 Aggregate improvement of all children across all Desired Results Development Profile ~~Revised~~ 2015 (DRDP 2015) domains. DRDP ~~R~~ 2015 is issued by California Department of Education and is designed to facilitate program improvement by helping programs determine effective strategies for improvement;

1.2.2 Individual improvement of each child across all DRDP ~~R~~ 2015 domains of ten percent (10%) per year, or an average score of 3 or above in each domain, when the child transitions to Kindergarten; and

1.2.3 All children will meet the goals as outlined in the California Department of Education Infant/Toddler and Preschool Foundations.

///

2. POPULATION TO BE SERVED

2.1 CONTRACTOR shall provide Infant/Toddler Services ~~per Paragraph 3 below~~, to children ages birth (0) through three (3) ~~two and a half (2½)~~ years and Preschool Services ~~per Paragraph 3 below~~, to children ages two (2) through five (5), referred by ADMINISTRATOR, as described in Paragraph 3 of this Exhibit A.

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

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

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

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

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

2.4.2 Children residing at the TFC Sibling Residential Homes.

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

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

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

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

3. SERVICES TO BE PROVIDED

CONTRACTOR shall:

3.1 Implement a curriculum approved by ADMINISTRATOR, that meets the requirements of California Department of Education Infant/Toddler Foundation and the California Department of Education Preschool Foundation (Foundations), and is tailored to meet the individual needs of each child as identified in the ~~DRDP-R assessment~~ DRDP 2015.

3.1.1 A DRDP 2015 assessment shall be completed ~~at the beginning of each school year or upon~~ for every child within 60 days of entry into the TFC Early Childhood Development Center, and thereafter every 6 months. ~~at the end of each school year or, when possible, prior to the child exiting the TFC Early Childhood Development Center.~~ The DRDP -R 2015 assessment shall indicate each child's progress bi-annually, ~~from the beginning of the school year, or entry into the program, to the end of the school year or when the child exits the Early Childhood Development Program~~ from program entry to exit, unless the child is enrolled for a period of less than six months.

3.1.2 The DRDP -R 2015 assessment will be used to assess the

1 child's progress and align the curriculum to meet the individual child's
2 developmental needs. The ~~DRDP-R~~ DRDP 2015 assessment shall include the
3 following elements:

4 3.1.2.1 Child Assessment: An assessment of the child's
5 mental, emotional and physical health, and educational and safety
6 requirements. The assessment will identify the child's strengths and needs,
7 disabilities, language, and behavioral health issues. The assessment will be
8 used to support and further promote the child's well-being. CONTRACTOR shall
9 include parents, teachers, and other involved adults to identify potential
10 risks in the child's environment.

11 3.1.2.2 Family Assessment: An assessment that
12 identifies the family's strengths and needs.

13 3.1.2.3 Family Plan: A plan that incorporates the Child
14 Assessment and the Family Assessment information, difficulties facing the
15 family, and strategies to address these issues, including a strength-based,
16 child and family-focused intervention plan that will lead to the well-being of
17 the child and family. The Family Plan will be maintained in the case file.

18 3.2 Collaborate with parents upon completion of the Family Plan to
19 implement strategies and promote efforts similar to the teacher's efforts in
20 the classroom.

21 3.3 Provide parents with an orientation session and parent handbook.
22 The orientation session and parent handbook shall include information on
23 CONTRACTOR's philosophy and goals, curriculum and services, as well as a clear
24 description of health exclusions of ill children. The orientation will also
25 provide parents with an explanation of the DRDP ~~R~~ 2015 and how it will be
26 used to alter the curriculum based on each child's individual needs.

27 3.4 Notify ADMINISTRATOR within three (3) business days of any
28 obstacles to a child's enrollment in the Early Childhood Development Center.

1 3.5 Observe child behaviors on an ongoing basis and record
2 observations on the DRDP ~~R~~ 2015 assessment.

3 3.6 Provide parent education services on issues identified through
4 parent surveys administered by CONTRACTOR or through other programs
5 administered by ADMINISTRATOR, DRDP-R assessments and Foundations goals.

6 3.7 Provide Infant/Toddler Services for children ages birth through
7 ~~two and a half (2 ½)~~ three (3) years of age, and Preschool Services for
8 children, ages two (2) through five (5) years of age in separate classrooms.
9 Children shall transfer from Infant/Toddler Services to Preschool Services
10 based on each child's individual developmental needs, as determined by
11 collaboration between CONTRACTOR, ADMINISTRATOR and the parent. Transfers
12 between Infant/Toddler Services and Preschool Services shall be consistent
13 with CCL regulations.

14 3.8 Actively refer families to needed services and follow-up to ensure
15 that the referral was successful.

16 3.8.1 Identify barriers and coordinate services with the Health
17 Care Agency (HCA) relating to health, behavioral or mental health and/or
18 substance abuse issues and provide the family with the appropriate referral.

19 3.8.2 Collaborate with ADMINISTRATOR and the parent to refer
20 and link the family to community resources and developmental services, such as
21 Faith-Based Organizations (FBOs) and Community-Based Organizations (CBOs),
22 community colleges, high schools, child care providers, employers, Family
23 Resource Centers (FRCs), Workforce Investment Boards (WIBs), and housing
24 authorities.

25 3.8.3 Provide children with disabilities referrals to
26 specialized services.

27 3.8.4 Assist families in accessing appropriate resources,
28 including but not limited to, assistance with access to health insurance,

1 establishment of a medical home, care provision by health providers and
2 prevention services.

3 3.9 Work collaboratively with the mothers, from the TFC Mother and
4 Child Residential Homes, on the development and implementation of a
5 transitional plan to enroll each child in another subsidized child care or
6 early education program when the child/family leaves the TFC Early Childhood
7 Development Center.

8 4. CONTRACTOR RESPONSIBILITIES

9 CONTRACTOR shall:

10 4.1 Provide to each child, on a daily basis, ~~one~~ two (2 ±) nutritious
11 meals and ~~two~~ one (1 ±) snacks, appropriate for the child's age, that meet or
12 exceed the United States Department of Agriculture (USDA) Child and Adult Food
13 Program (CACFP) guidelines. In addition, CONTRACTOR will maintain the
14 following minimum emergency supplies per child on the premises: one (1) week
15 supply of staple nonperishable foods; two (2) day supply of fresh perishable
16 foods; and a minimum five (5) day supply of at least one (1) gallon of water
17 per child per day.

18 4.2 Provide parents nutrition education, including obesity prevention.

19 4.3 Participate in collaborative meetings, when needed, with
20 ADMINISTRATOR and/or Orange County HCA health and mental health staff for
21 children with health, behavioral or mental health issues.

22 4.4 Implement and utilize a set of rules regarding visitation hours,
23 sign-in/out requirements in a Visitors Log, and visitation areas. Such rules
24 will apply to all visitors. CONTRACTOR will establish a list of approved
25 visitors and ensure that upon entering the Early Childhood Development Center,
26 all visitors are on the list and sign-in on the Visitors Log. CONTRACTOR will
27 request a California Driver's License or other form of government issued
28 picture identification and will record the name, address, and driver's license

1 number, or identification number, if available, of each visitor, as well as
2 the visitor's relationship to the mother and child, the stated purpose of the
3 visit, and the time of the visitor's entry and departure.

4 4.5 Maintain a separate, complete, and current medical and
5 developmental record for each child.

6 4.6 Ensure that the delivery of services is based on the following
7 principles:

8 4.6.1 The provision of services shall be conducted in a manner
9 responsive to literacy, language, and socio-cultural issues that may impact
10 participants. CONTRACTOR's staff shall be trained in cultural differences to
11 ensure their ability to recognize and assist the parents and children
12 attending the Early Childhood Development Center.

13 4.6.2 Opportunities shall be maximized to provide integrated,
14 coordinated, and easily accessible resources for participants.

15 4.6.3 Services shall be strength-based, family-friendly and
16 family-centered.

17 4.6.4 Services shall be community-based, and provide integrated
18 services that coordinate Federal, State and community funding opportunities.

19 4.6.5 Services shall be outcome-driven and focus on identifying
20 indicators that accurately reflect progress towards goals stated in Paragraph
21 1 of Exhibit A of this Agreement.

22 4.6.6 Conduct and maintain a minimum of three (3) points on all
23 components of the Early Childhood Environmental Rating Scale (ECERS) and the
24 Infant/Toddler Environmental Rating Scale (ITERS).

25 4.6.7 Provide Parent Sign-In-and-Out Sheets for the Preschool
26 Classroom to Contractor on a Monthly Basis.

27 4.6.8 Complete all Notice of Action Forms as provided by the
28 CDE for each preschool family upon enrollment and departure from the program.

1 4.6.9 Complete all CD9500 forms for each child who is enrolling
2 in the preschool classroom.

3 4.6.10 Ensure that the program meets or exceeds all requirements
4 of the California Department of Education Funding Terms and Conditions for the
5 CSPP.

6 4.7 CONTRACTOR shall collect and report specific program data to
7 ADMINISTRATOR, which is subject to change based on needs determined by
8 ADMINISTRATOR.

9 5. FACILITIES

10 5.1 It is mutually understood that CONTRACTOR shall provide services
11 at the following facility:

12 Tustin Family Campus
13 Campus Service Center
14 Early Childhood Development Center
~~15405 Landsdowne Road~~
~~Tustin, CA 92710~~

15 5.2 COUNTY will provide the following accommodations at the facility:

16 5.2.1 An open workstation or office for the Director who will
17 oversee the sign-in and sign-out requirements to the TFC Early Childhood
18 Development Center.

19 5.2.2 An indoor classroom space, children and staff bathrooms,
20 isolation areas, storage areas, napping areas, and an outdoor play area.
21 Infant/toddler areas are separated from the preschool classroom.

22 5.2.3 A warming kitchen that has a refrigerator, sink, and
23 microwave. There is no stove; however, there is capability for a food cart.

24 5.2.4 An infant/toddler indoor and outdoor area for eight (8)
25 children and a preschool classroom and play yard for sixteen (16) children.
26 All indoor and outdoor areas will meet CCL requirements.

27 5.3 CONTRACTOR shall provide a safe, clean environment and maintain
28 the facilities in compliance with all applicable laws, rules, regulations,

1 building codes, statutes and orders, as they now exist or may be subsequently
2 amended. CONTRACTOR shall be responsible for securing and providing all
3 janitorial services to the premises on a five (5) day per week basis, subject
4 to the satisfaction of the ADMINISTRATOR.

5 5.4 CONTRACTOR shall use the TFC dedicated telephone line and the
6 telephone lines provided for CONTRACTOR's collocated staff for the express
7 purpose of handling COUNTY business calls. CONTRACTOR shall maintain a phone
8 log containing a list of all long distance calls made from the telephone lines
9 funded by the COUNTY. The list will include the phone number, the person
10 called, the name of the TFC participant for whom the call was made, and the
11 purpose of the call. This list will be submitted to ADMINISTRATOR on a
12 monthly basis.

13 6. EQUIPMENT AND FURNISHINGS

14 6.1 CONTRACTOR shall provide, install and maintain, at no cost to
15 COUNTY, all computer hardware and/or software and any other electronic
16 equipment used to provide services and meet all reporting requirements under
17 this Agreement. Pursuant to Subparagraph 18.4 above, CONTRACTOR shall not use
18 funds provided under this Agreement to purchase computer hardware and/or
19 software. CONTRACTOR will not have access to ADMINISTRATOR's computer
20 information network. CONTRACTOR shall be responsible for providing any
21 Internet connections and wiring for their computer subject to review by COUNTY
22 Information Technology staff.

23 6.2 CONTRACTOR shall be responsible for maintaining all furnishings
24 and toys provided by COUNTY in good working order and condition, normal wear
25 and tear excepted. CONTRACTOR shall be responsible for providing or replacing
26 any additional furnishing and toys with approval of ADMINISTRATOR.

27 7. HOURS OF OPERATION

28 7.1 CONTRACTOR shall provide services during hours that are responsive

1 to the needs of the target population(s) as determined by ADMINISTRATOR, and
2 per requirements in Paragraphs 3 and 4 above. At a minimum, CONTRACTOR shall
3 provide services during business days Monday through Friday, from 7:30 a.m. to
4 5:30 p.m., except COUNTY holidays as established by the Orange County Board of
5 Supervisors. However, CONTRACTOR is encouraged to provide services on
6 holidays, whenever possible.

7 7.2 COUNTY's holiday schedule is as follows: New Year's Day, Martin
8 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
9 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
10 Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior,
11 written approval from ADMINISTRATOR for any closure outside of COUNTY's
12 holiday schedule. Any unauthorized closure shall be deemed a material breach
13 of this Agreement, pursuant to Paragraph 19, and shall not be reimbursed.

14 8. QUALITY CONTROL

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

22 8.1 A method for ensuring the services and deliverables are being
23 provided in accordance with the requirements defined in this Agreement;

24 8.2 A method for ensuring that the professional staff rendering
25 services under this Agreement have the necessary qualifications;

26 8.3 A method for identifying and preventing deficiencies in the
27 quality of service;

28 8.4 A method for providing ADMINISTRATOR with a copy of CONTRACTOR

1 case reviews, and a clear description of any corrective action taken to
2 resolve identified problems;

3 8.5 Items/areas to be inspected on either a scheduled or unscheduled
4 basis, how often inspections will be accomplished, and the title of the
5 individual(s) who will perform the inspections;

6 8.6 Specific methods for identifying and preventing deficiencies in
7 the quality of service performed, before the level of performance becomes
8 unacceptable;

9 8.7 Maintenance of a file of all inspections conducted by CONTRACTOR
10 and, if necessary, the corrective action taken; and

11 8.8 Method for continuing services in the event of a strike by
12 CONTRACTOR's employees or a natural disaster.

13 9. BUSINESS CONTINUITY PLAN

14 9.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP)
15 that identifies how CONTRACTOR will continue to provide services after a
16 business interruption, including, but not limited to, a strike by CONTRACTOR's
17 employees or a natural disaster.

18 9.2 CONTRACTOR shall submit the BCP which will include a Disaster
19 Preparedness and Response Plan to ADMINISTRATOR within thirty (30) days of the
20 effective date of this Agreement.

21 9.3 The Disaster Preparedness and Response Plan will include, but not
22 be limited to, the following:

23 9.3.1 Evacuation protocols and procedures that include
24 CONTRACTOR's responsibility for the safety, relocation, and tracking of all
25 participants in its care during any disaster event.

26 9.3.2 Notification to be made to ADMINISTRATOR with regard to
27 participants' welfare, including the provision of on-site emergency contact
28 information.

1 9.3.3 Provisions for maintaining court ordered services during
2 a disaster.

3 9.3.4 Protection and recovery of participants' records.

4 9.3.5 Provision of crisis-response services to participants
5 such as crisis counseling, medical needs, both through the provision of
6 prescribed medications, or through the provision of emergency medical
7 services.

8 9.3.6 Disaster response training for staff.

9 9.3.7 Maintenance and review of plan at regular intervals.

10. REPORTS

11 CONTRACTOR shall provide the following to ADMINISTRATOR:

12 10.1 All reports required by and provided to CCL and the California
13 Department of Education and/or National Association for the Education of Young
14 Children (NAEYC) Accreditation at the time of the report.

15 10.2 All DRDP ~~2015~~ assessments indicating each child's progress from
16 ~~the beginning of the school year~~ entry into the program and every six (6)
17 ~~months thereafter until to the end of the school year or when the child enters~~
18 ~~and~~ exits the TFC Early Childhood Development Center.

19 10.3 Copies of all mandatory reporting documents, which include, but
20 are not limited to, Child Abuse reports, Special Incident Reports, and client
21 complaints.

22 10.4 Copies of all monthly or quarterly reports required by and
23 submitted to California Department of Education, CalWORKs staff or to the
24 Agency for Children and Families (ACF).

25 10.5 A monthly enrollment status report, or more often as determined by
26 ADMINISTRATOR, to ensure that children are identified and enrolled as openings
27 occur.

28 10.6 A quarterly status report on all children enrolled in the program

1 that includes, but limited to, the following:

2 10.6.1 Names of children who have left the TFC Early Childhood
3 Development Center;

4 10.6.2 Name and address of any new subsidized early childhood
5 education program;

6 10.6.3 All referrals for intervention services; and

7 10.6.4 All follow up contacts to ensure that necessary services
8 are received.

9 10.7 An annual program evaluation report in a format approved by
10 ADMINISTRATOR.

11 11. MEETINGS

12 11.1 CONTRACTOR shall jointly host regular coordination meetings with
13 ADMINISTRATOR and CONTRACTOR's staff to coordinate procedures, review program
14 operations, and resolve issues.

15 11.2 Performance Evaluation meetings will be conducted as deemed
16 necessary by ADMINISTRATOR.

17 12. PERFORMANCE MONITORING AND REVIEWS

18 12.1 CONTRACTOR's performance will be monitored and reviewed by
19 ADMINISTRATOR's staff, who will conduct reviews as part of an on-going
20 evaluation of CONTRACTOR's performance. CONTRACTOR will cooperate with
21 ADMINISTRATOR in providing the information necessary for performance
22 monitoring, and with authorized State or Federal representatives who may audit
23 program services.

24 12.2 ADMINISTRATOR may use a variety of inspection methods to evaluate
25 CONTRACTOR's performance, including, but not be limited to, the following:

26 12.2.1 Inspection of CONTRACTOR's enrollment reports, child and
27 family files, and applicable data reports to ensure compliance with the
28 outcome objectives as stated in this Agreement RFP;

1 12.2.2 Random sampling of program activities including a review
2 of child and family files each month;

3 12.2.3 Utilization of activity checklists and random
4 observations;

5 12.2.4 Inspection of output items on a periodic basis as deemed
6 necessary;

7 12.2.5 Review of COUNTY computer data system reports;

8 12.2.6 Participant complaints and/or participant questionnaires;
9 and

10 12.2.7 Service provider complaints or reports.

11 12.3 When it is determined that services were not performed in
12 accordance with this Agreement and/or COUNTY policies during the review
13 period, ADMINISTRATOR may require a corrective action plan. CONTRACTOR will,
14 within the time period specified in any such corrective action plan, remedy
15 the performance defects.

16 12.4 Performance evaluation meetings will be conducted as deemed
17 necessary by ADMINISTRATOR.

18 13. HANDLING COMPLAINTS

19 13.1 CONTRACTOR shall develop, operate and maintain procedures for
20 receiving, investigating and responding to service provider and participant
21 complaints, including Civil Rights complaints against direct service providers
22 made by participants, requests for State Hearings and formal grievances,
23 requests for COUNTY reviews, and other complaints relating to the TFC Early
24 Childhood Development Center.

25 13.2 CONTRACTOR staff shall maintain a log for identification and
26 response to participants' complaints. When complaints cannot be resolved
27 informally, a system of follow-through shall be instituted which adheres to
28 formal plans for specific actions and response to complaints within two (2)

1 business days.

2 13.3 When CONTRACTOR believes any complaint may have legal implications
3 for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately
4 to ADMINISTRATOR prior to responding to the complaint.

5 13.4 CONTRACTOR shall provide, in a format approved by ADMINISTRATOR,
6 information pertaining to complaints, as well as CONTRACTOR's response to any
7 complaints to ADMINISTRATOR, as described above, within ten (10) business days
8 of the complaint.

9 13.5 CONTRACTOR shall submit to ADMINISTRATOR a monthly summary of all
10 complaints received. Complaints include, but are not limited to, complaints
11 from clients, other contract service providers, community organizations, and
12 the public.

13 14. OUTSIDE CONTACTS

14 CONTRACTOR shall:

15 14.1 Immediately inform ADMINISTRATOR of any inquiry from an elected
16 official, their representative, participant advocate, or the press, and
17 immediately provide information in order for ADMINISTRATOR to respond.

18 14.2 Consult with ADMINISTRATOR prior to initiating contact with a
19 participant advocate or the press.

20 14.3 Inform ADMINISTRATOR prior to initiating contact with an elected
21 official or their representative.

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

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

1 death.

2 15.1 The verbal and written reports will include, but not be limited
3 to:

4 15.1.1 Name of the COUNTY client and date of birth;

5 15.1.2 Date, time, and location of serious illness,
6 accident/injury, hospitalization, or death; and

7 15.1.3 Program under which the COUNTY client was receiving
8 services;

9 15.1.4 Name or names of each person involved (first and last
10 name) with knowledge of the event and their role/relationship to
11 client/family; and

12 15.1.5 Summary of the circumstances thereof.

13 16. BUDGET

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

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

	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	20.01	1.0	13,874
Teacher	14.46	2.0	20,051
Teacher Assistant	11.27	4.0	31,255
Homemaker/Custodian	10.86	1.0	7,530
----- Subtotal Direct Service Salaries ⁽³⁾			\$72,710
Benefits (17.16%) ⁽⁴⁾			34,505
----- Total Direct Service Salaries and Benefits			\$107,215
<u>Administrative Positions:-</u>			
Vice President	72.11	0.03	1,500

ATTACHMENT B

1	Director	38.28	0.05	<u>1,327</u>
2	Subtotal Administrative Salaries ⁽³⁾			\$2,827
3	Benefits (32.90%) ⁽⁴⁾			<u>930</u>
4	Total Administrative Salaries and Benefits			\$3,757
5	Total Salaries and Benefits			\$110,972
6	<u>Services and Supplies</u>			
7	Independent Audit			400
8	Translation Services			333
9	Payroll Service			904
10	Pre-Employment Exam			1,219
11	Substitute Teacher			800
12	Dues			667
13	Postage			400
14	Office Expense			1,200
15	Program Expense			1,600
16	Telephone			600
17	Mileage ⁽⁵⁾			1,200
18	Food			6,344
19	Janitorial Supplies			2,000
20	Equipment for Kitchen			<u>5,000</u>
21	Total Services and Supplies			\$22,667
22	<u>Operating Expenses</u>			
23	Equipment Lease/Rental			1,300
24	Maintenance			1,000
25	Insurance			2,500
26	Travel & Conference ⁽⁶⁾			1,600
27	Internet & Network Service			400
28	Bank Service Charge			<u>120</u>

1	_____ Total Operating Expenses	\$6,920
2	_____ Total Services & Supplies and Operating Expenses	\$29,587
3	_____ Indirect Costs (8.0%)	11,245
4	Maximum Obligation 3/1/14 – 6/30/14	\$151,804

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

	Max Hourly		Annual	
	Rate ⁽¹⁾	FTE ⁽²⁾	Budget	
7	<u>Salaries and Benefits:-</u>			
8	<u>Direct Service Positions:-</u>			
9	Site Supervisor	20.61	1.0	42,869
10	Teacher	14.89	2.0	61,942
11	Teacher Assistant	11.61	4.0	96,595
12	Homemaker/Custodian	11.19	1.0	23,275
13	_____ Subtotal Direct Service Salaries ⁽³⁾			\$224,681
14	_____ Benefits (44.30%) ⁽⁴⁾			99,538
15	_____ Total Direct Service Salaries and Benefits			\$324,219
16	<u>Administrative Positions:-</u>			
17	Vice President	74.27	0.03	4,634
18	Director	39.43	0.05	4,101
19	_____ Subtotal Administrative Salaries ⁽³⁾			\$8,735
20	_____ Benefits (32.45%) ⁽⁴⁾			2,835
21	_____ Total Administrative Salaries and Benefits			\$11,570
22	_____ Total Salaries and Benefits			\$335,789
23	<u>Services and Supplies</u>			
24	Independent Audit			1,200
25	Translation Services			1,000
26	Payroll Service			4,226
27	Pre-Employment Exam			440
28	Substitute Teacher			2,400

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

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

	Max Hourly		Annual	
<u>Salaries and Benefits:</u>	<u>Rate⁽¹⁾</u>	<u>FTE⁽²⁾</u>	<u>Budget</u>	
24				
25	<u>Direct Service Positions:</u>			
26	Site Supervisor	21.23	1.0	44,158
27	Teacher	15.34	2.0	63,814
28	Teacher Assistant	11.96	4.0	99,507

ATTACHMENT B

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

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

Budget period for July 1, 2016 through June 30, 2017

	Max Hourly	FTE ⁽²⁾	Annual
Salaries and Benefits:	Rate ⁽¹⁾		Budget
<u>Direct Service Positions:</u>			
Site Supervisor	21.23	1.0	44,158
Teacher	15.34	2.0	63,814
Teacher Assistant	11.96	4.0	99,507
Homemaker/Custodian	11.52	1.0	23,962
Subtotal Direct Service Salaries ⁽³⁾			\$231,441
Benefits (44.87%) ⁽⁴⁾			103,844
<u>Total Direct Service Salaries and Benefits</u>			<u>\$335,285</u>
<u>Administrative Positions:</u>			
Vice President	76.50	0.03	4,774
Director	40.61	0.05	4,223
Subtotal Administrative Salaries ⁽³⁾			\$8,997
Benefits (32.87%) ⁽⁴⁾			2,958

1	Total Administrative Salaries and Benefits	\$11,955
2	Total Salaries and Benefits	\$347,240
3	<u>Services and Supplies</u>	
4	Independent Audit	1,260
5	Translation Services	1,000
6	Payroll Service	4,353
7	Pre-Employment Exam	440
8	Substitute Teacher	2,400
9	Dues	2,000
10	Postage	1,200
11	Office Expense	3,600
12	Program Expense	4,800
13	Telephone	1,800
14	Mileage ⁽⁵⁾	3,600
15	Food	19,220
16	Janitorial Supplies	6,000
17	Equipment for Kitchen	0
18	Total Services and Supplies	\$51,673
19	<u>Operating Expenses</u>	
20	Equipment Lease/Rental	3,900
21	Maintenance	3,000
22	Insurance	2,575
23	Travel & Conference ⁽⁶⁾	4,800
24	Internet & Network Service	1,200
25	Bank Service Charge	360
26	Subtotal Operating Expenses	\$15,835
27	Total Services & Supplies and Operating Expenses	\$67,508
28	Indirect Costs (8.0%)	33,180

Maximum Obligation 7/1/16 - 6/30/17

\$447,928

- (1) Maximum hourly rates which will be permitted during the term of this Agreement; employees may be paid at less than maximum rate.
- (2) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) each position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour workweek. 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.
- (3) Total salaries are calculated on average hourly rates for positions with average hourly rates and on maximum hourly rates for positions with no average hourly rates.
- (4) Employee Benefits include 401k, medical insurance, dental insurance, life insurance, and long-term/short-term disability insurance. Also included are payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates.
- (5) Mileage is limited to the amount allowed by the IRS.
- (6) Travel costs will be in accordance with 41 CFR Chapter 301 Federal Travel Regulation; Maximum Per Diem Rates, Final Rules. Travel must be approved in advance by ADMINISTRATOR.

CONTRACTOR and ADMINISTRATOR may agree, subject to advance written 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 20.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR.

17. STAFFING REQUIREMENTS

17.1 The minimum staff to child ratios required at all times while the TFC Early Childhood Development Center is open will be 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 CCL requirements.

17.2 All CONTRACTOR staff must meet all CCL requirements regarding education, experience, and training. These requirements may be found at the

1 following Internet website: www.cclld.ca.gov.

2 17.3 CONTRACTOR staff must model effective early childhood parenting
3 techniques and encourage parent involvement.

4 17.4 CONTRACTOR staff must be trained, knowledgeable, and experienced
5 on the needs of children suffering from emotional losses and trauma.

6 17.5 Teachers and staff must demonstrate an ability to work with
7 mothers who may be participating in Orange County's Striving to Achieve
8 Recovery and Reunification (STARR) program and are reunifying with their
9 children.

10 17.6 All services must be linguistically and culturally responsive.
11 Bilingual staff must meet or exceed the required Full-Time Equivalent (FTE)
12 ratios, as specified above. Although English is the predominant language
13 spoken by the children, there are children whose primary language is not
14 English (e.g., Spanish or Vietnamese). At a minimum, CONTRACTOR must provide
15 staff capable of communicating in English, Spanish, and Vietnamese.

16 17.7 Staff Duties and Qualifications

17 CONTRACTOR shall provide the following described staff positions:

18 17.7.1 Program Director:

19 Duties:

20 17.7.1.1 Direct and administer the operation of the TFC
21 Early Childhood Development Center;

22 17.7.1.2 Ensure overall implementation of the program
23 goals; and

24 17.7.1.3 Planning, directing, organizing and coordinating
25 administrative services.

26 Minimum Qualifications:

27 17.7.1.4 Master of Arts degree from an accredited college
28 or university in human services or related field.

17.7.2 Site Supervisor:

Duties:

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

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

Minimum Qualifications:

17.7.2.3 Must meet all CCL requirements for Site Supervisor position;

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

17.7.2.5 Bilingual in English and Spanish.

17.7.3 Teacher:

Duties:

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

17.7.3.2 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:

17.7.3.3 Must meet all CCL requirements for Teacher position;

17.7.3.4 High School Diploma or GED;

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

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

17.7.3.7 Bilingual in English and Spanish and/or

1 Vietnamese:

2 17.7.3.8 Valid Driver’s License; and

3 17.7.3.9 Possess the ability to write clear and concise
4 reports.

5 17.7.4 Teacher Assistant:

6 Duties:

7 17.7.4.1 Assist in the instruction and care of children;
8 and

9 17.7.4.2 Provide supervision of children.

10 Minimum Qualifications:

11 17.7.4.3 Must meet all CCL requirements for Teacher
12 Assistant position;

13 17.7.4.4 High School diploma or GED;

14 17.7.4.5 Six (6) units in Early Childhood Education
15 Development; and

16 17.7.4.6 Bilingual in English and Spanish and/or
17 Vietnamese.

18 17.7.5 Homemaker/Custodian:

19 Duties:

20 17.7.5.1 Plan and prepare meals for the children; and

21 17.7.5.2 Maintain the TFC Early Childhood Development
22 Center offices, grounds, equipment and storage rooms in good repair and
23 cleanliness.

24 Minimum Qualifications:

25 17.7.5.3 High School diploma or GED; and

26 17.7.5.4 Bilingual in English and Spanish and/or
27 Vietnamese.

18. STAFF TRAINING

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

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

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

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

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

///

///

///

///

///

///

///

///

///