

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

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

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

W I T N E S S E T H:

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

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

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

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

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1 1. TERM

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

12 2. ALTERATION OF TERMS

13 2.1 This Agreement, including any Exhibit(s) attached hereto and
14 incorporated by reference, fully expresses all understandings of the parties
15 and is the total Agreement between the parties as to the subject matter of
16 this Agreement. No addition to, or alteration of, the terms of this
17 Agreement, whether written or verbal, by the parties, their officers, agents,
18 or employees, shall be valid unless made in the form of a written amendment to
19 this Agreement which is formally approved and executed by both parties.

20 2.2 CONTRACTOR as a condition of this Agreement, shall at all times
21 comply with the California Department of Education (CDE), Early Education and
22 Support Division (EESD), formerly known as the Child Development Division
23 (CDD) and by this reference this change will be incorporated herein, to adhere
24 to the California State Preschool Program (CSPP) Funding Terms and Conditions
25 (FT&C), program requirements and any other requirements incorporated into the
26 Agreement, in addition to all other applicable laws and regulations. Any
27 variance from this Agreement, the FT&C, requirements, laws or regulations
28 could be considered a noncompliance issue and subject the contractor to

1 possible termination of the Agreement.

2 2.3 That modifications of the Agreement shall be in writing, and that
3 for contracts in excess of the amount stated in the annual child development
4 contract, prior written EESD (formerly known as CDD) approval is required
5 unless the Agreement is otherwise exempt from prior EESD (formerly known as
6 CDD) approval.

7 3. STATUS OF CONTRACTOR

8 3.1 CONTRACTOR is and shall at all times be deemed to be an
9 independent contractor and shall be wholly responsible for the manner in which
10 it performs the services required of it by the terms of this Agreement.
11 Nothing herein contained shall be construed as creating the relationship of
12 employer and employee, or principal and agent, between COUNTY and CONTRACTOR
13 or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively
14 the responsibility for the acts of its employees or agents as they relate to
15 services to be provided during the course and scope of their employment.

16 3.2 CONTRACTOR, its agents, employees and volunteers shall not be
17 entitled to any rights and/or privileges of COUNTY employees, and shall not be
18 considered in any manner to be COUNTY employees.

19 3.3 The CONTRACTOR, and the agents and employees of the CONTRACTOR, in
20 the performance of the Agreement, are acting in an independent capacity and
21 not as officers or employees or agents of the State of California.

22 4. DESCRIPTION OF SERVICES, STAFFING

23 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
24 and supplies as described in the Exhibit "A" to the Agreement Between County
25 of Orange and Mexican American Opportunity Foundation, for the Provision of
26 Early Childhood Education Services for Children at the Tustin Family Campus
27 Early Childhood Development Center, attached hereto and incorporated herein by
28 reference. CONTRACTOR shall operate continuously throughout the term of this

1 Agreement with the number and type of staff described and as required for
2 provision of services hereunder pursuant to the personnel disclosure
3 provisions of this Agreement.

4 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
5 may, in his or her sole discretion, require changes in staffing allocations to
6 reflect current workload demands or service needs as long as COUNTY's maximum
7 obligation as set forth in this Agreement is not exceeded.

8 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
9 appropriate staff to attend an orientation session and subsequent training
10 sessions given by COUNTY.

11 5. LICENSES AND STANDARDS

12 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
13 required by the laws of the United States, State of California, County of
14 Orange and all other appropriate governmental agencies to perform the services
15 described in this Agreement, and agrees to maintain these licenses and permits
16 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
17 that its employees shall conduct themselves in compliance with such laws and
18 licensure requirements including, without limitation, compliance with laws
19 applicable to sexual harassment and ethical behavior.

20 5.2 ADMINISTRATOR may apply for and obtain a license with CONTRACTOR
21 in order to be co-licensees at the Tustin Family Campus Early Childhood
22 Development Center.

23 5.3 In the performance of this Agreement, CONTRACTOR shall comply,
24 unless waived in whole or in part by ADMINISTRATOR, with all applicable
25 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
26 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
27 (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section 31.2; and all
28 applicable laws and regulations of the United States, State of California,

1 County of Orange Social Services Agency and all administrative regulations,
2 rules and policies adopted thereunder as each and all may now exist or be
3 hereafter amended.

4 5.3.1 For Federally funded Agreements in the amount of \$25,000
5 or more, CONTRACTOR certifies that said Agency's officers and/or principals
6 are not debarred or suspended from Federal financial assistance programs
7 and/or activities.

8 5.4 CONTRACTOR shall be in compliance with California Department of
9 Social Services (CDSS) Community Care Licensing (CCL) Division requirements
10 for child care centers, including adherence to the specific requirements for
11 staff training and education for children age five (5) years and under.
12 Requirements can be found at the Internet site, <http://ccl.d.ca.gov/PG555.htm>.

13 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

14 6.1 Delegation and Assignment:

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

24 6.2 Subcontracts:

25 CONTRACTOR shall not subcontract for services under this Agreement
26 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents
27 in writing to a subcontract, in no event shall the subcontract alter, in any
28 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must

1 be in writing and copies of same shall be provided to ADMINISTRATOR.
2 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may
3 require.

4 6.2.1 Subcontracts of \$25,000 or less:

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

13 6.2.2 Subcontracts in excess of \$25,000:

14 CONTRACTOR shall develop and submit for approval to
15 ADMINISTRATOR a system for the procurement of subcontracts with any
16 organization in which the total cumulative cost of services provided by any
17 single organization is anticipated to exceed twenty-five thousand dollars
18 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed
19 procurement system shall take into consideration such factors as: degree of
20 price competition; pricing policies and techniques; experience and quality of
21 service; methods of evaluating subcontractor responsibility; relationship of
22 subcontractor to CONTRACTOR; and planning, award, and post-award management of
23 subcontracts, including internal audit procedures and monitoring of
24 subcontractor's performance until completion of services.

25 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
26 procurement system, CONTRACTOR shall comply with such procurement system in
27 obtaining subcontracts with a total cost in excess of twenty-five thousand
28 dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR

1 shall obtain ADMINISTRATOR's written consent prior to entering into a
2 subcontract with any organization when the total cumulative cost of services
3 to be provided by that organization is anticipated to exceed twenty-five
4 thousand dollars (\$25,000) during the term of this Agreement.

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

11 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

12 7.1 Form of Business Organization:

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

17 7.1.1 The form of CONTRACTOR's business organization, i.e.,
18 proprietorship, partnership, corporation, etc.

19 7.1.2 A detailed statement indicating the relationship of
20 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
21 individual.

22 7.1.3 A detailed statement indicating the relationship of
23 CONTRACTOR to any subsidiary business organization or to any individual who
24 may be providing services, supplies, material or equipment to CONTRACTOR or in
25 any manner does business with CONTRACTOR under this Agreement.

26 7.2 Change in Form of Business Organization:

27 If during the term of this Agreement the form of CONTRACTOR's
28 business organization changes, or the ownership of CONTRACTOR changes, or

1 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
2 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
3 writing, detailing such changes. A change in the form of business
4 organization may, at COUNTY's sole discretion, be treated as an attempted
5 assignment of rights or delegation of duties of this Agreement.

6 8. USE OF COUNTY PROPERTY

7 8.1 COUNTY intends to permit CONTRACTOR the rent-free use of office
8 space, office furniture, and office equipment located in any and all offices
9 and COUNTY facilities at which CONTRACTOR shall be collocated with COUNTY
10 staff pursuant to this Agreement, as is more particularly set forth in that
11 certain real estate agreement described in Subparagraph 8.2, below. As stated
12 in the lease or license agreement, said office space, office furniture, and
13 equipment shall be used solely by employees of CONTRACTOR while performing
14 their assigned duties pursuant to this Agreement.

15 8.2 CONTRACTOR shall enter into a rent-free lease or license agreement
16 with ADMINISTRATOR for facilities provided by ADMINISTRATOR, and will execute
17 all terms and conditions of said agreement upon ADMINISTRATOR's presentation
18 of said document to CONTRACTOR. Failure to execute the lease or license
19 agreement will result in a breach of this Agreement.

20 9. NON-DISCRIMINATION

21 9.1 In the performance of this Agreement, CONTRACTOR agrees that it
22 shall not engage nor employ any unlawful discriminatory practices in the
23 admission of clients, provision of services or benefits, assignment of
24 accommodations, treatment, evaluation, employment of personnel or in any other
25 respect on the basis of ~~sex~~, race, religious creed, color, ethnicity, national
26 origin, ancestry, religion, age, marital status, physical disability, mental
27 disability, medical condition, genetic information, military and veteran
28 status ~~sexual orientation, sexual preference, physical or mental disability or~~

1 any other protected group in accordance with the requirements of all
2 applicable Federal or State laws.

3 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
4 meets the lawful and applicable requirements of the U.S. Department of Health
5 and Human Services.

6 9.3 CONTRACTOR shall furnish any and all information requested by
7 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
8 books, records and accounts in order to ascertain CONTRACTOR's compliance with
9 Paragraph 9 et seq.

10 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
11 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
12 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

13 9.5 Non-Discrimination in Employment

14 9.5.1 In the performance of this Agreement, CONTRACTOR agrees
15 that ~~All~~ solicitations or advertisements for employees placed by or on behalf
16 of CONTRACTOR shall state that all qualified applicants will receive
17 consideration for employment without regard to race, religious creed, color,
18 ~~ethnicity~~, national origin, ancestry, physical disability, mental disability,
19 ~~religion~~, medical condition, genetic information, marital status, sex, gender,
20 gender identity, gender expression, age, sexual orientation, ~~sexual~~
21 ~~preference~~, ~~physical or mental disability~~ military and veteran status or any
22 other protected group in accordance with the requirements of all applicable
23 Federal or State laws.

24 Notices describing the provisions of the equal opportunity clause shall
25 be posted in a conspicuous place for employees and job applicants.

26 9.5.2 CONTRACTOR shall refer any and all employees desirous of
27 filing a formal discrimination complaint to:

28 California Department of Social Services

1 Public Inquiry and Response Bureau
2 P.O. Box 944243, M.S. 8-3-23
3 Sacramento, CA 94244-2430
4 Telephone: (800) 952-5253
5 (800) 952-8349 (For the hard of hearing)

6 9.6 Non-Discrimination in Service Delivery

7 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the
8 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
9 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
10 Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of
11 the Americans with Disabilities Act of 1990; California Civil Code Section 51
12 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5,
13 as amended; CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450;
14 Title 22, California Code of Regulations (CCR) Sections 98000-98413; Title 24,
15 CCR Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
16 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
17 Act of 1996; and other applicable Federal and State laws, as well as their
18 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
19 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
20 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
21 now exist or be hereafter amended. CONTRACTOR shall not implement any
22 administrative methods or procedures which would have a discriminatory effect
23 or which would violate the CDSS Manual of Policies and Procedures (MPP)
24 Division 21, Chapter 21-100. If there are any violations of this Paragraph,
25 CDSS shall have the right to invoke fiscal sanctions or other legal remedies
26 in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
27 other laws, or the issue may be referred to the appropriate Federal agency for
28 further compliance action and enforcement of Subparagraph 9.6 et seq.

1 9.6.2 CONTRACTOR shall provide any and all clients desirous of
2 filing a formal complaint any and all information as appropriate:

3 9.6.2.1 Pamphlet: "Your Rights Under California Welfare
4 Programs" (PUB 13)

5 9.6.2.2 Discrimination Complaint Form

6 9.6.2.3 Civil Rights Contacts:

7 County Civil Rights Contact:

8 Orange County Social Services Agency

9 Program Integrity

10 Attn: Civil Rights Coordinator

11 P.O. Box 22001

12 Santa Ana, CA 92702-2001

13 Telephone: (714) 438-8877

14 State Civil Rights Contact:

15 California Department of Social Services

16 Civil Rights Bureau

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

18 Sacramento, CA 94244-2430

19 Federal Civil Rights Contact:

20 U.S. Department of Health and Human Services

21 Office of Civil Rights

22 50 U.N. Plaza, Room 322

23 San Francisco, CA 94102

24 10. NOTICES

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

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

1 CONTRACTOR: Mexican American Opportunity Foundation
2 Attn: Martin Castro, President and CEO
3 Vicky Santos, Vice President of Operations
4 401 N. Garfield Avenue
5 Montebello, CA 90640

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

12 11. NOTICE OF DELAYS

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

18 12. INDEMNIFICATION

19 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
20 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
21 State, COUNTY, and their elected and appointed officials, officers, employees,
22 agents and those special districts and agencies which COUNTY's Board of
23 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
24 any claims, demands or liability of any kind or nature, including but not
25 limited to personal injury or property damage, arising from or related to the
26 services, products or other performance provided by CONTRACTOR pursuant to
27 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
28 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

1 apportionment.

2 12.2 That the CONTRACTOR agrees to indemnify and hold harmless the State
3 of California, its officers, agents and employees from any and all claims and
4 losses occurring or resulting to any and all CONTRACTORS, subcontractors,
5 materialmen, laborers and any other person, firm or corporation furnishing or
6 supplying work, services, materials or supplies in connection with the
7 performance of the Agreement, and from any and all claims and losses occurring
8 or resulting to any person, firm or corporation that may be injured or damaged
9 by the CONTRACTOR in the performance of the Agreement.

10 13. INSURANCE

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

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

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

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

1 ///

2 13.5 Qualified Insurer

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

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

15 13.6 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
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

Employee Dishonesty \$37,951

13.7 Required Coverage Forms

13.7.1 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.

13.7.2 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.

13.8 Required Endorsements

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

13.8.1.1 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.

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

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

13.11 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County

1 of Orange, and members of the Board of Supervisors, its elected and appointed
2 officials, officers, agents and employees.

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

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

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

13 13.15 Insurance certificates should be mailed to COUNTY at the address
14 indicated in Paragraph 10 of this Agreement.

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

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

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

1 13.19 The procuring of such required policy or policies of insurance
2 shall not be construed to limit CONTRACTOR's liability hereunder nor to
3 fulfill the indemnification provisions and requirements of this Agreement, nor
4 act in any way to reduce the policy coverage and limits available from the
5 insurer.

6 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

7 CONTRACTOR shall report to COUNTY:

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

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

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

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

23 15. CONFLICT OF INTEREST

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

1 15.2 CONTRACTOR's efforts shall include, but not be limited to,
2 establishing precautions to prevent its employees or agents from making,
3 receiving, providing, or offering gifts, entertainment, payments, loans, or
4 other considerations which could be deemed to appear to influence individuals
5 to act contrary to the best interests of COUNTY.

6 16. ANTI-PROSELYTISM PROVISION

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

11 17. SUPPLANTING GOVERNMENT FUNDS

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

21 18. EQUIPMENT

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

1 CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY
2 or its representatives, or dispose of them in accordance with the directions
3 of ADMINISTRATOR.

4 CONTRACTOR further agrees to the following:

5 18.1.1 To maintain all items of Capital Equipment in good
6 working order and condition, normal wear and tear excepted.

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

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

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

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

1 18.1.6 No personal computers or any component thereof may be
2 purchased with funds provided under this Agreement, regardless of purchase
3 price.

4 18.2 The State of California retains title to any equipment or supplies
5 purchased with state funds and that the equipment shall be returned to the
6 COUNTY upon termination of the Agreement. CONTRACTOR shall obtain prior
7 written approval from the ADMINISTRATOR and the EESD (formerly known as CDD)
8 for any unit of equipment that costs in excess of seven thousand five hundred
9 dollars (\$7,500).

10 19. BREACH SANCTIONS

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

16 19.1 Afford CONTRACTOR a time period within which to cure the breach,
17 which period shall be established at the sole discretion of ADMINISTRATOR;
18 and/or

19 19.2 Discontinue reimbursement to CONTRACTOR for and during the period
20 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
21 later recovery; and/or

22 19.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
23 COUNTY those monies disallowed pursuant to Subparagraph 19.2 above.

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

27 20. PAYMENTS

28 20.1 Maximum Contractual Obligation:

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

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

9 20.2 Allowable Costs:

10 20.2.1 During the term of this Agreement, COUNTY shall pay
11 CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by
12 CONTRACTOR pursuant to this Agreement, as defined in OMB Circular A-122 or as
13 approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay
14 CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR
15 for June 2014, June 2015 and June 2016, during the month of such anticipated
16 expenditure.

17 20.2.2 CONTRACTOR shall be reimbursed for travel and per diem
18 expenses only at rates that do not exceed the rates paid to the CDE's non-
19 represented employees computed in accordance with State Department of
20 Personnel Administration regulations, *California Code of Regulations, Title 2,*
21 *Subchapter 1.*

22 20.3 Advance Payment:

23 ADMINISTRATOR may, in its sole discretion, advance to CONTRACTOR
24 an amount(s) not in excess of twenty-five percent (25%) of the maximum
25 obligation of COUNTY for the period of March 1, 2014 through June 30, 2014,
26 upon receipt of a written request(s) by CONTRACTOR, which request(s) shall be
27 accompanied by such justification as ADMINISTRATOR may require. ADMINISTRATOR
28 may, in its sole discretion, deduct any such advances from any one or more

1 payments owed to CONTRACTOR prior to May 31, 2014. If, at the conclusion of
2 this Agreement, there is a balance owing COUNTY, CONTRACTOR shall immediately
3 refund said monies to COUNTY.

4 20.4 Claims:

5 20.4.1 CONTRACTOR shall submit monthly reimbursement claims to
6 be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of
7 the month for expenses incurred in the preceding month. In the event the
8 twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR
9 shall submit the claim the next business day. COUNTY holidays include New
10 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'
11 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
12 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

13 20.4.2 All reimbursement claims must be submitted on a form
14 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit
15 supporting source documents with the monthly claim, including, inter alia, a
16 monthly statement of services, general ledgers, supporting journals, time
17 sheets, invoices, canceled checks, receipts, and receiving records, some of
18 which may be required to be copied. Source documents that CONTRACTOR must
19 submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-
20 Controller. CONTRACTOR shall retain all financial records in accordance with
21 Paragraph 26 (Records, Inspections, and Audits) of this Agreement.

22 20.4.3 Payments should be released by COUNTY within a reasonable
23 time period of approximately thirty (30) days after receipt of a correctly
24 completed claim form and required supporting documentation.

25 20.4.4 Year End and Final Claims:

26 20.4.4.1 Final claims for the term of March 1, 2014
27 through June 30, 2014, must be received no later than August 30, 2014 at 5:00
28 p.m.

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

4 20.4.4.3 Final claims for the term of July 1, 2015
5 through June 30, 2016, must be received no later than August 30, 2016 at 5:00
6 p.m.

7 20.4.4.4 Claims received after the date specified in
8 Subparagraphs 20.4.4.1 to 20.4.4.3 may not be reimbursed. ADMINISTRATOR may,
9 in its sole discretion, modify the date upon which the final claim must be
10 received, upon written notice to CONTRACTOR.

11 20.4.4.5 The basis for final settlement shall be the
12 actual allowable costs as defined in Title 45 and OMB Circular A-122, incurred
13 and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the
14 maximum obligation of COUNTY. In the event that any overpayment has been
15 made, COUNTY may offset the amount of the overpayment against the final
16 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
17 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
18 Nothing herein shall be construed as limiting the remedies of COUNTY in the
19 event an overpayment has been made.

20 20.4.5 Seventy-Five Percent Expenditure Notification:

21 20.4.5.1 CONTRACTOR shall maintain a system of record
22 keeping that will allow CONTRACTOR to determine when it has incurred seventy-
23 five percent (75%) of the total contract authorizations under this Agreement.
24 Upon occurrence of this event, CONTRACTOR shall send written notification to
25 ADMINISTRATOR.

26 21. OVERPAYMENTS

27 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
28 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in

1 accordance with any applicable regulations and/or policies in effect during
2 the term of this Agreement, or as established by COUNTY procedure. Any
3 overpayments made by COUNTY which result from a payment by any other funding
4 source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the
5 funding source. Unless earlier repaid, CONTRACTOR shall make repayment within
6 thirty (30) days after the date of the final audit findings report and prior
7 to any administrative appeal process. In the event an overpayment owing by
8 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR
9 shall reimburse COUNTY within thirty (30) days thereafter and prior to any
10 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
11 COUNTY necessary to enforce the provisions set forth in this paragraph.

12 ///

13 22. OUTSTANDING DEBT

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

17 23. REVENUE

18 23.1 Whenever CONTRACTOR receives any money specifically designated for
19 use in programs funded through this Agreement, such monies shall be considered
20 to be a cost off-set and treated as a reduction against the amount claimed by
21 CONTRACTOR

22 23.2 CONTRACTOR is not required to apply grants or gifts which are
23 unrestricted in use to any cost or expense of CONTRACTOR in which COUNTY
24 participates.

25 24. FINAL REPORT

26 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report
27 within sixty (60) days after the termination of this Agreement, which shall
28 summarize the activities and services provided by CONTRACTOR during the term

1 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing
2 to modify the date upon which the final report must be submitted.

3 25. INDEPENDENT AUDIT

4 25.1 CONTRACTOR shall employ a licensed certified public accountant who
5 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
6 related expenditures during the term of this Agreement in compliance with the
7 OMB Circular A-133, Audits of States, Local Governments and Non-Profit
8 Organizations. The audit must be performed in accordance with generally
9 accepted government auditing standards and OMB Circular A-122. CONTRACTOR
10 shall cooperate with COUNTY, State and/or Federal agencies to ensure that
11 corrective action is taken within six (6) months after issuance of all audit
12 reports with regard to audit exceptions.

13 25.2 It is mutually understood that CONTRACTOR's organization-wide
14 audit covers fiscal years beginning July 1 and ending June 30. CONTRACTOR
15 agrees to provide ADMINISTRATOR with a copy of its organization-wide audit for
16 the period July 1, 2013 through June 30, 2014, by December 31, 2014; for the
17 period July 1, 2014 through June 30, 2015, by December 31, 2015; and for the
18 period July 1, 2015 through June 30, 2016, by December 31, 2016. Failure to
19 provide a copy of the organization-wide audits, for the period July 1, 2013
20 through June 30, 2016, shall be sufficient cause for ADMINISTRATOR, in its
21 sole discretion, to deny payment under this or any subsequent Agreement with
22 CONTRACTOR until such time as the required audits are provided to
23 ADMINISTRATOR. ADMINISTRATOR may, in its sole discretion, modify the date upon
24 which the organization-wide audits must be received, upon notice to
25 CONTRACTOR.

26 26. RECORDS, INSPECTIONS AND AUDITS

27 26.1 Financial Records:

28 26.1.1 CONTRACTOR shall prepare and maintain accurate and

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

5 26.1.2 CONTRACTOR shall establish and maintain reasonable
6 accounting, internal control and financial reporting standards in conformity
7 with generally accepted accounting principles established by the American
8 Institute of Certified Public Accountants and to the satisfaction of
9 ADMINISTRATOR.

10 26.2 Client Records:

11 26.2.1 CONTRACTOR shall prepare and maintain accurate and
12 complete records of clients served and dates and type of services provided
13 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

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

21 26.2.3 COUNTY may refuse payment for a claim if client records
22 are determined by COUNTY to be incomplete or inaccurate. In the event client
23 records are determined to be incomplete or inaccurate after payment has been
24 made, COUNTY may treat such payment as an overpayment within the provisions of
25 this Agreement.

26 26.2.4 CONTRACTOR shall maintain records for program review,
27 evaluation, audit and/or other purposes and make the records available to
28 agents of the State of California for a period of five (5) years.

1 26.3 Public Records:

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

7 26.4 Inspections and Audits:

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

18 26.4.2 CONTRACTOR shall make available its books and financial
19 records within the borders of Orange County within ten (10) days after receipt
20 of written demand by ADMINISTRATOR.

21 26.4.3 In the event CONTRACTOR does not make available its books
22 and financial records within the borders of Orange County, CONTRACTOR agrees
23 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
24 designee, necessary to obtain CONTRACTOR's books and financial records.

25 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of
26 COUNTY's liability to the State or Federal government or any agency thereof
27 resulting from any disallowances or other audit exceptions to the extent that
28 such liability is attributable to CONTRACTOR's failure to perform under this

1 Agreement.

2 26.5 Evaluation Studies:

3 26.5.1 CONTRACTOR shall participate as requested by COUNTY in
4 research and/or evaluative studies designed to show the effectiveness and/or
5 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
6 project.

7 27. PERSONNEL DISCLOSURE

8 27.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
9 all personnel providing services hereunder, including résumés and job
10 applications. Changes to the list will be immediately provided to
11 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
12 application. The list shall include:

13 27.1.1 Names of all full or part-time personnel by title,
14 including volunteer personnel, whose direct services are required to provide
15 the programs described herein;

16 27.1.2 A brief description of the functions of each position and
17 the hours each person works each week; or for part-time personnel, each day or
18 month, as appropriate;

19 27.1.3 The professional degree, if applicable, and experience
20 required for each position; and

21 27.1.4 The language skill, if applicable, for all personnel.

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

28 27.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to

1 COUNTY, criminal record background checks on all employees and/or volunteers
2 who will provide services under this Agreement. Candidates will satisfy
3 background checks consistent with and comparable to those required for COUNTY
4 employees.

5 27.4 CONTRACTOR warrants that all persons employed or otherwise
6 assigned by CONTRACTOR to provide services under this Agreement have
7 satisfactory past work records and/or reference checks indicating their
8 ability to perform the required duties and accept the kind of responsibility
9 anticipated under this Agreement. CONTRACTOR shall maintain records of
10 background investigations and reference checks undertaken and coordinated by
11 CONTRACTOR for each employee and/or volunteer assigned to provide services
12 under this Agreement for a minimum of five (5) years from the date of final
13 payment under this Agreement or until all pending COUNTY, State and Federal
14 audits are completed, whichever is later, in compliance with all applicable
15 laws.

16 27.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
17 arrest and/or subsequent conviction, for offenses other than minor traffic
18 offenses, of any paid employee and/or volunteer staff performing services
19 under this Agreement, when such information becomes known to CONTRACTOR.
20 ADMINISTRATOR, in its sole discretion, may determine whether such employee
21 and/or volunteer may continue to provide services under this Agreement and
22 shall provide notice of such determination to CONTRACTOR in writing.
23 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
24 material breach of this Agreement, pursuant to Paragraph 19 above.

25 27.6 COUNTY has the right to approve or disapprove all of CONTRACTOR's
26 staff performing work hereunder and any proposed changes in CONTRACTOR's
27 staff.

28 27.7 COUNTY shall have the right, at its sole discretion, to require

1 CONTRACTOR to remove any employee from the performance of services under this
2 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
3 said personnel.

4 27.8 CONTRACTOR shall notify COUNTY immediately when staff is
5 terminated for cause from working on this Agreement.

6 27.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
7 Paragraph 27.5, shall not relieve CONTRACTOR of its obligation to complete all
8 work in accordance with the terms and conditions of this Agreement.

9 28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

27 29. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

28 In order to comply with child support enforcement requirements of

1 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
2 of the award of this Agreement:

- 3 (a) in the case of an individual contractor, his/her name, date of
4 birth, Social Security number, and residence address;
- 5 (b) in the case of a contractor doing business in a form other than as
6 an individual, the name, date of birth, Social Security number,
7 and residence address of each individual who owns an interest of
8 ten percent (10%) or more in the contracting entity;
- 9 (c) a certification that CONTRACTOR has fully complied with all
10 applicable Federal and State reporting requirements regarding its
11 employees; and
- 12 (d) a certification that CONTRACTOR has fully complied with all
13 lawfully served Wage and Earnings Assignment Orders and Notices of
14 Assignment, and will continue to so comply.

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

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

25 30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

26 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
27 ensure that all employees, volunteers, consultants, or agents performing
28 services under this Agreement report child abuse or neglect to one of the

1 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
2 abuse as defined in Section 15610.07 of the WIC to one of the agencies
3 specified in WIC Section 15630. CONTRACTOR shall require such employee,
4 volunteer, consultant or agent to sign a statement acknowledging the child
5 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
6 Penal Code and the dependent adult and elder abuse reporting requirements as
7 set forth in Section 15630 of the WIC and will comply with the provisions of
8 these code sections as they now exist or as they may hereafter be amended.

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

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

15 ///

16 32. CONFIDENTIALITY

17 32.1 CONTRACTOR agrees to maintain the confidentiality of its records
18 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
19 and all other provisions of law, and regulations promulgated thereunder
20 relating to privacy and confidentiality, as each may now exist or be hereafter
21 amended.

22 32.2 All records and information concerning any and all persons
23 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
24 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
25 volunteers. CONTRACTOR shall require all of its employees, agents,
26 subcontractors and volunteer staff who may provide services for CONTRACTOR
27 under this Agreement to sign an agreement with CONTRACTOR before commencing
28 the provision of any such services, to maintain the confidentiality of any and

1 all materials and information with which they may come into contact, or the
2 identities or any identifying characteristics or information with respect to
3 any and all participants referred to CONTRACTOR by COUNTY, except as may be
4 required to provide services under this Agreement or to those specified in
5 this Agreement as having the capacity to audit CONTRACTOR, and as to the
6 latter, only during such audit. CONTRACTOR shall comply with any audits
7 specified in Paragraph 25, provide reports and any other information required
8 by COUNTY in the administration of this Agreement, and as otherwise permitted
9 by law.

10 32.3 CONTRACTOR shall inform all of its employees, agents,
11 subcontractors, volunteers and partners of this provision and that any person
12 knowingly and intentionally violating the provisions of said State law may be
13 guilty of a crime.

14 32.4 CONTRACTOR agrees that any and all subcontracts entered into shall
15 be subject to the confidentiality requirements of this Agreement.

16 32.5 CONTRACTOR agrees to maintain the confidentiality of its records
17 with respect to Juvenile Court matters, in accordance with WIC Section 827,
18 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
19 regarding Confidentiality, as it now exists or may hereafter be amended.

20 32.5.1 No access, disclosure or release of information regarding
21 a child who is the subject of Juvenile Court proceedings shall be permitted
22 except as authorized. If authorization is in doubt, no such information shall
23 be released without the written approval of a Judge of the Juvenile Court.

24 32.5.2 CONTRACTOR must receive prior written approval of the
25 Juvenile Court before allowing any child to be interviewed, photographed or
26 recorded by any publication or organization or to appear on any radio,
27 television or internet broadcast or make any other public appearance. Such
28 approval shall be requested through child's Social Worker.

1 33. COPYRIGHT ACCESS

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

6 34. WAIVER

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

15 ///

16 35. PETTY CASH

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

19 36. PUBLICITY

20 36.1 Information and solicitations, prepared and released by
21 CONTRACTOR, concerning the services provided under this Agreement shall state
22 that the program, wholly or in part, is funded through COUNTY, State and
23 Federal government funds.

24 36.2 CONTRACTOR shall not disclose any details in connection with this
25 Agreement to any person or entity except as may be otherwise provided
26 hereunder or required by law. However, in recognizing CONTRACTOR's need to
27 identify its services and related clients to sustain itself, COUNTY shall not
28 inhibit CONTRACTOR from publishing its role under this Agreement within the

1 following conditions:

2 36.2.1 CONTRACTOR shall develop all publicity material in a
3 professional manner; and

4 36.2.2 During the term of this Agreement, CONTRACTOR shall not,
5 and shall not authorize another to, publish or disseminate any commercial
6 advertisements, press releases, feature articles, or other materials using the
7 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
8 unreasonably withhold written consent.

9 37. COUNTY RESPONSIBILITIES

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

12 38. REFERRALS

13 CONTRACTOR shall provide services to individuals referred by
14 ADMINISTRATOR.

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16 39. REPORTS

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

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

25 40. ENERGY EFFICIENCY STANDARDS

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

1 41. ENVIRONMENTAL PROTECTION STANDARDS

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

8 41.1 No facility to be utilized in the performance of the proposed
9 grant has been listed on the EPA List of Violating Facilities;

10 41.2 It will notify COUNTY prior to award of the receipt of any
11 communication from the Director, Office of Federal Activities, U.S. EPA,
12 indicating that a facility to be utilized for the grant is under consideration
13 to be listed on the EPA List of Violating Facilities; and

14 41.3 It will notify COUNTY and the EPA about any known violation of the
15 above laws and regulations.

16 42. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
17 CERTAIN FEDERAL TRANSACTIONS

18 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
19 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those
20 provisions set down by the OMB and published in the Federal Register dated
21 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
22 regulations, it is mutually understood that any contract which utilizes
23 Federal monies in excess of \$100,000 must contain and CONTRACTOR must comply
24 with the following provisions:

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

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

3 1) No Federal appropriated funds have been paid or will
4 be paid to any person for influencing or attempting to influence an officer or
5 employee of any agency, a Member of Congress, an officer or employee of
6 Congress, or an employee of a Member of Congress on his or her behalf in
7 connection with the awarding of any Federal contract, the making of any
8 Federal grant, the making of any Federal loan, the entering into of any
9 cooperative agreement, and the extension, continuation, renewal, amendment or
10 modification of any Federal contract, grant, loan or cooperative agreement;

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

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

23 C. Submission of this certification and disclosure is a
24 prerequisite for making or entering into this Agreement imposed by Section
25 1352, Title 31, USC. Any person who makes an expenditure prohibited under
26 this provision or who fails to file or amend the disclosure form to be filed
27 or amended by this provision, shall be subject to a civil penalty of not less
28 than \$10,000, and not more than \$100,000, for each such failure.

1 43. POLITICAL ACTIVITY

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

5 44. TERMINATION PROVISIONS

6 44.1 ADMINISTRATOR may terminate this Agreement without penalty
7 immediately with cause or after thirty (30) days written notice without cause,
8 unless otherwise specified. Notice shall be deemed served on the date of
9 mailing. Cause shall be defined as any breach of contract, any
10 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
11 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
12 all further obligations under this Agreement.

13 44.2 Upon termination, or notice thereof, CONTRACTOR agrees to
14 cooperate with ADMINISTRATOR in the orderly transfer of service
15 responsibilities, active case records, and pertinent documents.

16 44.3 The obligations of COUNTY under this Agreement are contingent upon
17 the availability of Federal and/or State funds, as applicable, for the
18 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
19 for the services hereunder in the budget approved by the Orange County Board
20 of Supervisors each fiscal year this Agreement remains in effect or operation.
21 In the event that such funding is terminated or reduced, ADMINISTRATOR may
22 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
23 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
24 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
25 notification of such determination. CONTRACTOR shall immediately comply with
26 ADMINISTRATOR's decision.

27 44.4 If any provision of this Agreement or the application thereof is
28 held invalid, the remainder of this Agreement shall not be affected thereby.

1 45. GOVERNING LAW AND VENUE
2 This Agreement has been negotiated and executed in the State of
3 California and shall be governed by and construed under the laws of the State
4 of California. In the event of any legal action to enforce or interpret this
5 Agreement, the sole and exclusive venue shall be a court of competent
6 jurisdiction located in Orange County, California, and the parties hereto
7 agree to and do hereby submit to the jurisdiction of such court,
8 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties
9 specifically agree to waive any and all rights to request that an action be
10 transferred for trial to another county.

11 46. SIGNATURE IN COUNTERPARTS
12 The parties agree that separate copies of this Agreement may be signed
13 by each of the parties and this Agreement will have the same force and effect
14 as if the original had been signed by all the parties.

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WHEREFORE, the parties hereto have executed this Agreement.

By: _____

MARTIN CASTRO
PRESIDENT AND CHIEF EXECUTIVE OFFICER
MEXICAN AMERICAN OPPORTUNITY FOUNDATION

By: _____

COUNTY OF ORANGE
CHAIR OF THE BOARD
OF SUPERVISORS

Dated: _____

Dated: _____

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

SUSAN NOVAK
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 (DRDP-R) domains. DRDP-R is issued by California Department of Education and is designed to facilitate program improvement by helping programs determine effective strategies for improvement;

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

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

2. POPULATION TO BE SERVED

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

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

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

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

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

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

2.4.2 Children residing at the TFC Sibling Residential Homes.

2.4.2.1 The length of stay for children in this program

1 is anticipated to be six (6) to nine (9) months.

2 2.4.3 Children placed under the supervision of ADMINISTRATOR
3 and residing in foster care.

4 2.4.4 Children in families receiving California Work
5 Opportunity and Responsibility to Kids (CalWORKs) Welfare-To-Work (WTW)
6 services.

7 2.4.5 Children under the supervision of ADMINISTRATOR and
8 residing with their parents.

9 3. SERVICES TO BE PROVIDED

10 CONTRACTOR shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 4. CONTRACTOR RESPONSIBILITIES

2 CONTRACTOR shall:

3 4.1 Provide to each child, on a daily basis, one (1) nutritious meal
4 and two (2) snacks, appropriate for the child's age, that meet or exceed the
5 United States Department of Agriculture (USDA) Child and Adult Food Program
6 (CACFP) guidelines. In addition, CONTRACTOR will maintain the following
7 minimum emergency supplies per child on the premises: one (1) week supply of
8 staple nonperishable foods; two (2) day supply of fresh perishable foods; and
9 a minimum five (5) day supply of at least one (1) gallon of water per child.

10 4.2 Provide parents nutrition education, including obesity prevention.

11 4.3 Participate in collaborative meetings, when needed, with
12 ADMINISTRATOR and/or Orange County HCA health and mental health staff for
13 children with health, behavioral or mental health issues.

14 4.4 Implement and utilize a set of rules regarding visitation hours,
15 sign-in/out requirements in a Visitors Log, and visitation areas. Such rules
16 will apply to all visitors. CONTRACTOR will establish a list of approved
17 visitors and ensure that upon entering the Early Childhood Development Center,
18 all visitors are on the list and sign-in on the Visitors Log. CONTRACTOR will
19 request a California Driver's License or other form of government issued
20 picture identification and will record the name, address, and driver's license
21 number, or identification number, if available, of each visitor, as well as
22 the visitor's relationship to the mother and child, the stated purpose of the
23 visit, and the time of the visitor's entry and departure.

24 4.5 Maintain a separate, complete, and current medical and
25 developmental record for each child.

26 4.6 Ensure that the delivery of services is based on the following
27 principles:

28 4.6.1 The provision of services shall be conducted in a manner

1 responsive to literacy, language, and socio-cultural issues that may impact
2 participants. CONTRACTOR's staff shall be trained in cultural differences to
3 ensure their ability to recognize and assist the parents and children
4 attending the Early Childhood Development Center.

5 4.6.2 Opportunities shall be maximized to provide integrated,
6 coordinated, and easily accessible resources for participants.

7 4.6.3 Services shall be strength-based, family-friendly and
8 family-centered.

9 4.6.4 Services shall be community-based, and provide integrated
10 services that coordinate Federal, State and community funding opportunities.

11 4.6.5 Services shall be outcome-driven and focus on identifying
12 indicators that accurately reflect progress towards goals stated in Paragraph
13 1 of Exhibit A of this Agreement.

14 5. FACILITIES

15 5.1 It is mutually understood that CONTRACTOR shall provide services
16 at the following facility:

17 Tustin Family Campus
18 Campus Service Center
19 Early Childhood Development Center
15405 Landsdowne Road
Tustin, CA 92710

20 5.2 COUNTY will provide the following accommodations at the facility:

21 5.2.1 An open workstation or office for the Director who will
22 oversee the sign-in and sign-out requirements to the TFC Early Childhood
23 Development Center.

24 5.2.2 An indoor classroom space, children and staff bathrooms,
25 isolation areas, storage areas, napping areas, and an outdoor play area.
26 Infant/toddler areas are separated from the preschool classroom.

27 5.2.3 A warming kitchen that has a refrigerator, sink, and
28 microwave. There is no stove; however, there is capability for a food cart.

1 5.2.4 An infant/toddler indoor and outdoor area for eight (8)
2 children and a preschool classroom and play yard for sixteen (16) children.
3 All indoor and outdoor areas will meet CCL requirements.

4 5.3 CONTRACTOR shall provide a safe, clean environment and maintain
5 the facilities in compliance with all applicable laws, rules, regulations,
6 building codes, statutes and orders, as they now exist or may be subsequently
7 amended. CONTRACTOR shall be responsible for securing and providing all
8 janitorial services to the premises on a five (5) day per week basis, subject
9 to the satisfaction of the ADMINISTRATOR.

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

18 6. EQUIPMENT AND FURNISHINGS

19 6.1 CONTRACTOR shall provide, install and maintain, at no cost to
20 COUNTY, all computer hardware and/or software and any other electronic
21 equipment used to provide services and meet all reporting requirements under
22 this Agreement. Pursuant to Subparagraph 18.1.6 above, CONTRACTOR shall not
23 use funds provided under this Agreement to purchase computer hardware and/or
24 software. CONTRACTOR will not have access to ADMINISTRATOR's computer
25 information network. CONTRACTOR shall be responsible for providing any
26 Internet connections and wiring for their computer subject to review by COUNTY
27 Information Technology staff.

28 6.2 CONTRACTOR shall be responsible for maintaining all furnishings

1 and toys provided by COUNTY in good working order and condition, normal wear
2 and tear excepted. CONTRACTOR shall be responsible for providing or replacing
3 any additional furnishing and toys with approval of ADMINISTRATOR.

4 7. HOURS OF OPERATION

5 7.1 CONTRACTOR shall provide services during hours that are responsive
6 to the needs of the target population(s) as determined by ADMINISTRATOR, and
7 per requirements in Paragraphs 3 and 4 above. At a minimum, CONTRACTOR shall
8 provide services during business days Monday through Friday, from 7:30 a.m. to
9 5:30 p.m., except COUNTY holidays as established by the Orange County Board of
10 Supervisors. However, CONTRACTOR is encouraged to provide services on
11 holidays, whenever possible.

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

19 8. QUALITY CONTROL

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

27 8.1 A method for ensuring the services and deliverables are being
28 provided in accordance with the requirements defined in this Agreement;

1 8.2 A method for ensuring that the professional staff rendering
2 services under this Agreement have the necessary qualifications;

3 8.3 A method for identifying and preventing deficiencies in the
4 quality of service;

5 8.4 A method for providing ADMINISTRATOR with a copy of CONTRACTOR
6 case reviews, and a clear description of any corrective action taken to
7 resolve identified problems;

8 8.5 Items/areas to be inspected on either a scheduled or unscheduled
9 basis, how often inspections will be accomplished, and the title of the
10 individual(s) who will perform the inspections;

11 8.6 Specific methods for identifying and preventing deficiencies in
12 the quality of service performed, before the level of performance becomes
13 unacceptable;

14 8.7 Maintenance of a file of all inspections conducted by CONTRACTOR
15 and, if necessary, the corrective action taken; and

16 8.8 Method for continuing services in the event of a strike by
17 CONTRACTOR's employees or a natural disaster.

18 9. BUSINESS CONTINUITY PLAN

19 9.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP)
20 that identifies how CONTRACTOR will continue to provide services after a
21 business interruption, including, but not limited to, a strike by CONTRACTOR's
22 employees or a natural disaster.

23 9.2 CONTRACTOR shall submit the BCP which will include a Disaster
24 Preparedness and Response Plan to ADMINISTRATOR within thirty (30) days of the
25 effective date of this Agreement.

26 9.3 The Disaster Preparedness and Response Plan will include, but not
27 be limited to, the following:

28 9.3.1 Evacuation protocols and procedures that include

1 CONTRACTOR's responsibility for the safety, relocation, and tracking of all
2 participants in its care during any disaster event.

3 9.3.2 Notification to be made to ADMINISTRATOR with regard to
4 participants' welfare, including the provision of on-site emergency contact
5 information.

6 9.3.3 Provisions for maintaining court ordered services during
7 a disaster.

8 9.3.4 Protection and recovery of participants' records.

9 9.3.5 Provision of crisis-response services to participants
10 such as crisis counseling, medical needs, both through the provision of
11 prescribed medications, or through the provision of emergency medical
12 services.

13 9.3.6 Disaster response training for staff.

14 9.3.7 Maintenance and review of plan at regular intervals.

15 10. REPORTS

16 CONTRACTOR shall provide the following to ADMINISTRATOR:

17 10.1 All reports required by and provided to CCL and the California
18 Department of Education and/or National Association for the Education of Young
19 Children (NAEYC) Accreditation at the time of the report.

20 10.2 All DRDP-R assessments indicating each child's progress from the
21 beginning of the school year to the end of the school year or when the child
22 enters and exits the TFC Early Childhood Development Center.

23 10.3 Copies of all mandatory reporting documents, which include, but
24 are not limited to, Child Abuse reports, Special Incident Reports, and client
25 complaints.

26 10.4 Copies of all monthly or quarterly reports required by and
27 submitted to California Department of Education, CalWORKs staff or to the
28 Agency for Children and Families (ACF).

1 10.5 A monthly enrollment status report, or more often as determined by
2 ADMINISTRATOR, to ensure that children are identified and enrolled as openings
3 occur.

4 10.6 A quarterly status report on all children enrolled in the program
5 that includes, but limited to, the following:

6 10.6.1 Names of children who have left the TFC Early Childhood
7 Development Center;

8 10.6.2 Name and address of any new subsidized early childhood
9 education program;

10 10.6.3 All referrals for intervention services; and

11 10.6.4 All follow up contacts to ensure that necessary services
12 are received.

13 10.7 An annual program evaluation report in a format approved by
14 ADMINISTRATOR.

15 11. MEETINGS

16 11.1 CONTRACTOR shall jointly host regular coordination meetings with
17 ADMINISTRATOR and CONTRACTOR's staff to coordinate procedures, review program
18 operations, and resolve issues.

19 11.2 Performance Evaluation meetings will be conducted as deemed
20 necessary by ADMINISTRATOR

21 12. PERFORMANCE MONITORING AND REVIEWS

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

28 12.2 ADMINISTRATOR may use a variety of inspection methods to evaluate

1 CONTRACTOR's performance, including, but not be limited to, the following:

2 12.2.1 Inspection of CONTRACTOR's enrollment reports, child and
3 family files, and applicable data reports to ensure compliance with the
4 outcome objectives as stated in this RFP;

5 12.2.2 Random sampling of program activities including a review
6 of child and family files each month;

7 12.2.3 Utilization of activity checklists and random
8 observations;

9 12.2.4 Inspection of output items on a periodic basis as deemed
10 necessary;

11 12.2.5 Review of COUNTY computer data system reports;

12 12.2.6 Participant complaints and/or participant questionnaires;
13 and

14 12.2.7 Service provider complaints or reports.

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

20 12.4 Performance evaluation meetings will be conducted as deemed
21 necessary by ADMINISTRATOR.

22 13. HANDLING COMPLAINTS

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

1 13.2 CONTRACTOR staff shall maintain a log for identification and
2 response to participants' complaints. When complaints cannot be resolved
3 informally, a system of follow-through shall be instituted which adheres to
4 formal plans for specific actions and response to complaints within two (2)
5 business days.

6 13.3 When CONTRACTOR believes any complaint may have legal implications
7 for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately
8 to ADMINISTRATOR prior to responding to the complaint.

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

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

17 14. OUTSIDE CONTACTS

18 CONTRACTOR shall:

19 14.1 Immediately inform ADMINISTRATOR of any inquiry from an elected
20 official, their representative, participant advocate, or the press, and
21 immediately provide information in order for ADMINISTRATOR to respond.

22 14.2 Consult with ADMINISTRATOR prior to initiating contact with a
23 participant advocate or the press.

24 14.3 Inform ADMINISTRATOR prior to initiating contact with an elected
25 official or their representative.

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

27 CONTRACTOR shall immediately notify ADMINISTRATOR by telephone at (714)
28 580-1713 (voicemail is not acceptable) upon CONTRACTOR becoming aware of any

1 serious illness, accident/injury, hospitalization, or death of any COUNTY
 2 client in CONTRACTOR's care. This verbal report will be followed by a Special
 3 Incident Report (SIR) on a form approved by ADMINISTRATOR within twenty-four
 4 (24) hours after such serious illness, accident/injury, hospitalization, or
 5 death.

6 15.1 The verbal and written reports will include, but not be limited
 7 to:

8 15.1.1 Name of the COUNTY client and date of birth;

9 15.1.2 Date, time, and location of serious illness,
 10 accident/injury, hospitalization, or death; and

11 15.1.3 Program under which the COUNTY client was receiving
 12 services;

13 15.1.4 Name or names of each person involved (first and last
 14 name) with knowledge of the event and their role/relationship to
 15 client/family; and

16 15.1.5 Summary of the circumstances thereof.

17 16. BUDGET

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

20 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

1	Benefits (47.46%) ⁽⁴⁾			34,505
2	Total Direct Service Salaries and Benefits			\$107,215
3	<u>Administrative Positions:</u>			
4	Vice President	72.11	0.03	1,500
5	Director	38.28	0.05	1,327
6	Subtotal Administrative Salaries ⁽³⁾			\$2,827
7	Benefits (32.90%) ⁽⁴⁾			930
8	Total Administrative Salaries and Benefits			\$3,757
9	Total Salaries and Benefits			\$110,972
10	<u>Services and Supplies</u>			
11	Independent Audit			400
12	Translation Services			333
13	Payroll Service			904
14	Pre-Employment Exam			1,219
15	Substitute Teacher			800
16	Dues			667
17	Postage			400
18	Office Expense			1,200
19	Program Expense			1,600
20	Telephone			600
21	Mileage ⁽⁵⁾			1,200
22	Food			6,344
23	Janitorial Supplies			2,000
24	Equipment for Kitchen			5,000
25	Total Services and Supplies			\$22,667
26	<u>Operating Expenses</u>			
27	Equipment Lease/Rental			1,300
28	Maintenance			1,000

1	Insurance	2,500
2	Travel & Conference ⁽⁶⁾	1,600
3	Internet & Network Service	400
4	Bank Service Charge	120
5	Total Operating Expenses	\$6,920
6	Total Services & Supplies and Operating Expenses	\$29,587
7	Indirect Costs (8.0%)	11,245
8	Maximum Obligation 3/1/14 - 6/30/14	\$151,804

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

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

1	Translation Services		1,000
2	Payroll Service		4,226
3	Pre-Employment Exam		440
4	Substitute Teacher		2,400
5	Dues		2,000
6	Postage		1,200
7	Office Expense		3,600
8	Program Expense		4,800
9	Telephone		1,800
10	Mileage ⁽⁵⁾		3,600
11	Food		19,220
12	Janitorial Supplies		6,000
13	Equipment for Kitchen		0
14	Total Services and Supplies		\$51,486
15	<u>Operating Expenses</u>		
16	Equipment Lease/Rental		3,900
17	Maintenance		3,000
18	Insurance		2,500
19	Travel & Conference ⁽⁶⁾		4,800
20	Internet & Network Service		1,200
21	Bank Service Charge		360
22	Total Operating Expenses		\$15,760
23	Total Services & Supplies and Operating Expenses		\$67,246
24	Indirect Costs (8.0%)		\$32,243
25	Maximum Obligation 7/1/14 - 6/30/15		\$435,278
26	<u>Budget period for July 1, 2015 through June 30, 2016</u>		
27		Max Hourly	Annual
28	<u>Salaries and Benefits:</u>	<u>Rate ⁽¹⁾</u>	<u>FTE ⁽²⁾</u>
			<u>Budget</u>

1	<u>Direct Service Positions:</u>			
2	Site Supervisor	21.23	1.0	44,158
3	Teacher	15.34	2.0	63,814
4	Teacher Assistant	11.96	4.0	99,507
5	Homemaker/Custodian	11.52	1.0	23,962
6	Subtotal Direct Service Salaries ⁽³⁾			\$231,441
7	Benefits (44.87%) ⁽⁴⁾			103,844
8	Total Direct Service Salaries and Benefits			\$335,285
9	<u>Administrative Positions:</u>			
10	Vice President	76.50	0.03	4,774
11	Director	40.61	0.05	4,223
12	Subtotal Administrative Salaries ⁽³⁾			\$8,997
13	Benefits (32.87%) ⁽⁴⁾			2,958
14	Total Administrative Salaries and Benefits			\$11,955
15	Total Salaries and Benefits			\$347,240
16	<u>Services and Supplies</u>			
17	Independent Audit			1,260
18	Translation Services			1,000
19	Payroll Service			4,353
20	Pre-Employment Exam			440
21	Substitute Teacher			2,400
22	Dues			2,000
23	Postage			1,200
24	Office Expense			3,600
25	Program Expense			4,800
26	Telephone			1,800
27	Mileage ⁽⁵⁾			3,600
28	Food			19,220

1	Janitorial Supplies	6,000
2	Equipment for Kitchen	0
3	Total Services and Supplies	<u>\$51,673</u>
4	<u>Operating Expenses</u>	
5	Equipment Lease/Rental	3,900
6	Maintenance	3,000
7	Insurance	2,575
8	Travel & Conference ⁽⁶⁾	4,800
9	Internet & Network Service	1,200
10	Bank Service Charge	360
11	Total Operating Expenses	<u>\$15,835</u>
12	Total Services & Supplies and Operating Expenses	<u>\$67,508</u>
13	Indirect Costs (8.0%)	33,180
14	Maximum Obligation 7/1/15 - 6/30/16	\$447,928
15	TOTAL MAXIMUM OBLIGATION MARCH 1, 2014 THROUGH JUNE 30, 2016	\$1,035,010

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

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

25 (3) Total salaries are calculated on average hourly rates for positions with
26 average hourly rates and on maximum hourly rates for positions with no
27 average hourly rates.

28 (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.

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

3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
4 notice, to add, delete or modify line items and/or amounts and/or the number
5 and type of FTE positions without changing COUNTY's maximum obligation as
6 stated in Subparagraph 19.1 of this Agreement or reducing the level of service
7 to be provided by CONTRACTOR.

8 17. STAFFING REQUIREMENTS

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

13 17.2 All CONTRACTOR staff must meet all CCL requirements regarding
14 education, experience, and training. These requirements may be found at the
15 following Internet website: www.cclld.ca.gov.

16 17.3 CONTRACTOR staff must model effective early childhood parenting
17 techniques and encourage parent involvement.

18 17.4 CONTRACTOR staff must be trained, knowledgeable, and experienced
19 on the needs of children suffering from emotional losses and trauma.

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

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

1 staff capable of communicating in English, Spanish, and Vietnamese.

2 17.7 Staff Duties and Qualifications

3 CONTRACTOR shall provide the following described staff positions:

4 17.7.1 Program Director:

5 Duties:

6 17.7.1.1 Direct and administer the operation of the TFC
7 Early Childhood Development Center;

8 17.7.1.2 Ensure overall implementation of the program
9 goals; and

10 17.7.1.3 Planning, directing, organizing and coordinating
11 administrative services.

12 Minimum Qualifications:

13 17.7.1.4 Master of Arts degree from an accredited college
14 or university in human services or related field.

15 17.7.2 Site Supervisor:

16 Duties:

17 17.7.2.1 Supervise and operate the TFC Early Childhood
18 Development Center; and

19 17.7.2.2 Ensure the program meets requirements of this
20 Agreement and CONTRACTOR's standards.

21 Minimum Qualifications:

22 17.7.2.3 Must meet all CCL requirements for Site
23 Supervisor position;

24 17.7.2.4 Five (5) years' of progressively responsible
25 management/supervisory experience; and

26 17.7.2.5 Bilingual in English and Spanish.

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1 17.7.3 Teacher:

2 Duties:

3 17.7.3.1 Provide direct care, guidance and instruction to
4 children attending the TFC Early Childhood Development Center; and

5 17.7.3.2 Instruct children in activities designed to
6 promote social, physical and intellectual growth and stimulate learning, in
7 accordance with the developmental stages of the children.

8 Minimum Qualifications:

9 17.7.3.3 Must meet all CCL requirements for Teacher
10 position;

11 17.7.3.4 High School Diploma or GED;

12 17.7.3.5 Twenty-four (24) units in Early Childhood
13 Education Development;

14 17.7.3.6 Five (5) years' of progressively responsible
15 management/supervisory experience;

16 17.7.3.7 Bilingual in English and Spanish and/or
17 Vietnamese;

18 17.7.3.8 Valid Driver's License; and

19 17.7.3.9 Possess the ability to write clear and concise
20 reports.

21 17.7.4 Teacher Assistant:

22 Duties:

23 17.7.4.1 Assist in the instruction and care of children;
24 and

25 17.7.4.2 Provide supervision of children.

26 Minimum Qualifications:

27 17.7.4.3 Must meet all CCL requirements for Teacher
28 Assistant position;

1 17.7.4.4 High School diploma or GED;

2 17.7.4.5 Six (6) units in Early Childhood Education
3 Development; and

4 17.7.4.6 Bilingual in English and Spanish and/or
5 Vietnamese.

6 17.7.5 Homemaker/Custodian:

7 Duties:

8 17.7.5.1 Plan and prepare meals for the children; and

9 17.7.5.2 Maintain the TFC Early Childhood Development
10 Center offices, grounds, equipment and storage rooms in good repair and
11 cleanliness.

12 Minimum Qualifications:

13 17.7.5.3 High School diploma or GED; and

14 17.7.5.4 Bilingual in English and Spanish and/or
15 Vietnamese.

16 18. STAFF TRAINING

17 18.1 CONTRACTOR shall develop a training program to educate its
18 employees on the characteristics of children who are in this age group and
19 placed at the TFC. This training will ensure that employees can adequately
20 supervise and support the full development of all children.

21 18.2 COUNTY staff will provide initial training to a limited number of
22 select CONTRACTOR staff with respect to COUNTY policies and procedures.
23 CONTRACTOR will be required to attend any additional training(s) that COUNTY
24 determines to be mandatory. CONTRACTOR must conduct subsequent training(s)
25 for its staff.

26 18.3 CONTRACTOR shall provide ongoing staff training and assistance to
27 its staff to ensure that all assignments are effectively handled.

28 18.4 CONTRACTOR shall ensure that its staff receives training in

1 understanding cultural differences among groups of participants, and
2 recognizes and effectively intervenes to overcome any language and/or cultural
3 barriers that the family may encounter.

4 18.5 CONTRACTOR shall maintain a log of in-house training activities
5 and participants. This log will be made available to ADMINISTRATOR upon
6 request.

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