

INTERAGENCY AGREEMENT
(Agency Provides Services)

Number: 38-928-10
Fund/Org# 1462
Account # 2310
Other
CFDA# 93.600

1. **Contract Identification.**

Department: Employment and Human Services

Subject: Interagency Agreement between Contra Costa County Employment & Human Services Department and the Agency named below for Early Head Start Program Enhancement

2. **Parties:** The County of Contra Costa, California (County), for its department named above, and the following named Agency mutually agree and promise as follows:

Agency: Mt. Diablo Unified School District (hereinafter "Agency")

Capacity: A public agency

Address: 1936 Carlotta Drive, Concord, California 94519

CONTRACTOR'S COPY

3. **Term.** The effective date of this Agreement is October 1, 2018 and it terminates on September 30, 2019 unless sooner terminated as provided herein.

5. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed \$206,328.

4. **County's Obligations.** County shall pay Agency for its provisions of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all terms and conditions contained or incorporated herein.

5. **Agency's Obligations.** Agency shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all terms and conditions contained or incorporated herein.

6. **General and Special Conditions.** This Agreement is subject to the General Conditions and the Special Conditions (if any) attached hereto, which are incorporated herein by reference.

7. **Project.** This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: See Service Plan

8. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities

California Government Code section 26227

9. **Signatures.** These signatures attest the parties' agreement hereto:

CONTRACTOR'S COPY

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS By _____ Chairman/Designee	ATTEST: Clerk of the Board of Supervisors By _____ Deputy
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AGENCY

Mt. Diablo Unified School District By _____ (Signature of authorized Agency representative) _____ (Print name and title A, if applicable)	Mt. Diablo Unified School District By _____ (Signature of authorized Agency representative) _____ (Print name and title B, if applicable)
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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date),

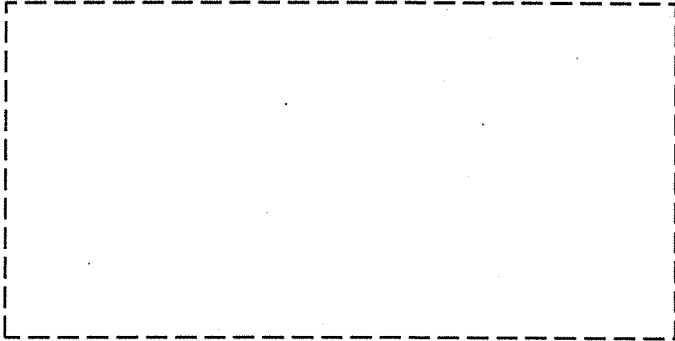
before me, _____ (Name and Title of the Officer),
personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By: *Shirley L. Dye*
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),
personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By: Abigail L. Day
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- a. \$ monthly, or
- b. \$ per unit, as defined in the Service Plan, or
- c. \$ after completion of all obligations and conditions herein.
- d. Other: As set forth in the Service Plan, paragraph B.1.
2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____
Contractor County Dept.

1. **Payment Basis.** Subject to the Payment Limit, payments to Contractor for all services provided for County under this Contract shall only be for allowable costs that are actually incurred in the performance of Contractor's obligations under this Contract.
2. **Payment Amounts.** Subject to later adjustments in total payments as provided below and subject to the Payment Limit of this Contract, County will pay Contractor as full compensation for all services, work, expenses or costs provided or incurred by Contractor:
[Check one alternative only]

- a. \$ _____ monthly, or
- b. \$ _____ per unit, as defined in the Service Plan, or
- c. An amount equal to Contractor's allowable costs that are actually incurred each month, but subject to the "Budget of Estimated Program Expenditures" included in the Service Plan.
- d. As set forth in Paragraph B2 and B3 of Service Plan.

3. **Allowable Costs.** Contractor's allowable costs are only those which are determined in accordance with:

[Check applicable alternative]

- a. Such State regulations and documents as are set forth in the Service Plan regarding accounting guidelines, including standards for determining allowable or non-allowable costs.
- b. Department of Health and Human Services Administration of Grants Federal Regulations Title 45 Part 74 including any amendments thereto and the applicable Subpart listed hereunder; and other documents specified in the Service Plan regarding principles for determining and allocating the allowable costs of providing the services; and any standards set forth in the Service Plan for determining the allowability of selected items of costs of providing the services. Place a checkmark next to the applicable subsection.
- (1) Federal Management Circular A-87, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.
- (2) OMB Circular A-122, including any amendments to the Circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by nonprofit organizations (other than government agencies, educational institutions, and hospitals).
- (3) 41 CFR Subpart 1-15.2 shall be used for profit organizations other than hospitals.
- (4) OMB Circular No. A-21, including any amendments to the Circular published in the Federal Register by OMB shall be the principles to be used for determining allowable costs by educational institutions (other than for-profit institutions).
- (5) Appendix E Subpart Q Section 74.173 shall be used for determining costs of research, development work, and other activities for determining allowable costs.

Initials: _____
Contractor County Dept.

- c. Part IV Department of Labor, Employment and Training administration, 20 CFR Part 674, Section 674.402 and any amendments thereto; and California Department of Aging Title V Operations Handbook, 1987, Section 505.4 and any amendments thereto.
4. **Payment Demands.** Contractor shall submit written demands on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of said payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 2. (Payment Amounts) above.
5. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 4. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
6. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
7. **Cost Report and Settlement.** No later than forty-five (45) days following the termination of this Contract, Contractor shall submit to County a cost report in the form required by County, showing the allowable costs that have actually been incurred by Contractor under this Contract. If the cost report shows that the allowable costs actually incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the payment limit of this Contract, County will remit any such excess amount to Contractor, provided that the payments made, together with any such excess amount, may not exceed the contract payment limit. If the cost report shows that the payments made by County exceed the allowable costs actually incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County.
8. **Audits.** The records of Contractor may be audited by the County, State, or United States government, in addition to any certified cost report or audit required by the Service Plan. Any certified cost report or audit required by the Service Plan shall be submitted to County by Contractor within such period of time as may be expressed by applicable state or federal regulations, policies or contracts, but in no event later than 18 months from the termination date of this Contract. If such audit(s) show that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then Contractor shall pay County within 30 days of demand by County any such excess amount. If such audit(s) show that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then County agrees to pay Contractor any such excess amount, provided that payments made, together with any such excess payment, may not exceed the contract payment limit.

Initials: _____
Contractor County Dept.

9. **Audit Exceptions**. In addition to its obligations under Paragraph 8. (Audits) above, Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____
Contractor County Dept.

SERVICE PLANA. Contractor's Obligations.

1. Contract Program Regulations. Agency shall provide services described in *Paragraph A* in accordance with the Head Start Program Performance Standards 1301. 31, 1304, 1305, 1306, 1306, 1308, 1310, a copy of which will be provided to the Agency, and in accordance with the attached *Head Start & Early Head Start Partner Agencies 2017-2018 Comprehensive Services Protocols* (Exhibit A). This protocol will be adhered to until the *2018-19 Comprehensive Services Protocols* are ready and distributed.
2. Contract Services. Contractor shall:
 - a. Provide Early Head Start (EHS) Enhancement Services for a maximum of 28 program slots to program eligible pregnant women and/or children ages birth to 3 years, currently enrolled in Agency's existing program located at **Crossroads High School, 2701 Willow Pass Road, Concord, CA 94519**. Program services shall be provided for a minimum of 11 months of operation.
 - b. Notify and provide County with copies of any licensing citations, licensing visit reports, unusual incident report, and/or any other citations within 48 hours of Contractor's Family Childcare provider's receipt of the report or citation. Immediate notification is required in the event of a revocation or suspension of a license as described in California Code § 22.101206.
 - c. Comply with Head Start staffing qualification requirements as set forth in section 648A of the Head Start Act of 2007 and any subsequent amendments.
 - e. Staffing Requirements: Contractor must comply with Head Start Staffing qualification requirements section 1302.91(c)(4) of Head Start Act of 2007 and any subsequent amendments regarding the qualifications of classroom teachers.
 - 1) Infant Toddler Teachers
 - i. Infant/Toddler teachers must have a minimum of the following:
 1. A current Child Development Associate (CDA) credential and training in early childhood development with a focus on infant and toddler development OR
 2. 12 semester units in Early Childhood Education (ECE) which includes the following:
 - a. Three semester unit in program / curriculum.
 - b. Three semester units in child growth development.
 - c. Three semester units in child family and community.
 - d. Three semester units in infant/toddler care and development.
 3. Associate teacher permit (12 ECE units including six program / curriculum units) and three semester units in infant/toddler care.

SERVICE PLAN

- 2) Provide County with copies of college transcripts, college degrees, and teaching credentials of all Contractor staff providing services under this contract.
- 3) Teacher in service requirement
 - i. Each Head Start teacher shall attend not less than 15 clock hours of professional development per year. Such professional development shall be high-quality, sustained, intensive, and classroom-focused in order to have a positive and lasting impact on classroom instruction and the teacher's performance in the classroom, and regularly evaluated by the program for effectiveness.
 - ii. Head Start required training for transition of children in and out of the program as follows:
 1. Home to Head Start and Early Head Start services
 2. Early Head Start to Head Start services
 3. Head start to Kindergarten
 - iii. Head Start required trainings for new employees in the following:
 1. New Employee Orientations (NEO) provided by contractor for new HS/EHS employees
 2. Head Start Conduct
 3. Head Start philosophy and guiding principles
 4. Child abuse prevention training.
- 4) Annual professional development plans must be completed for each teaching staff assigned to Head Start/Early Head Start program.
- e. Contractor must maintain a personnel file for each staff assigned to the Head Start/Early Head Start program which must include the following:
 - 1) Full compliance with program staff health and background clearance requirements
 - 2) Employee application
 - 3) Finger clearance obtained before date of hire
 - 4) Health physical and TB clearance to be obtained within one year of date of hire
 - 5) For employees transferring from one child care agency to CSB partner site, the contractor must obtain and have on file documentation for transfer of clearance dated prior to the date of employment.
 - 6) BA/AA diploma and transcripts to demonstrate degree awarded and required classes
 - 7) CDA credential or permit
- f. Family Childcare providers and teachers must be in compliance with meeting minimum EHS staff qualifications of a Child Development Associate teacher permit. The minimum teacher qualification requirements include at least one of the following:

SERVICE PLAN

- 1) The equivalent to a CDA, 12 college units that include 3 core units with a focus on infant/toddler development, or
 - 2) A Child Development Associate teacher permit as an acceptable alternative to the CDA, when it includes a minimum of 3 units in infant/toddler development course work as part of the core units.
- g. Contractor will be responsible for ensuring that all teaching staff are, and remain, competent and qualified to work with either infants and/or toddlers. Background check clearances for Family Childcare providers and their staff shall be obtained prior to the start of program services and shall be available upon request. Proof of staff qualifications shall be made available upon request.
- h. Electronic Attendance Requirements. Submit electronic sign-in records for each child enrolled by the 3rd (third) of each month to designated County staff.
1. County will provide hardware for electronic attendance requirements.
 2. Hardware is the property of the County and must be returned upon termination of contract agreement.
- i. Complete and submit Parent Involvement Officer Checklist once per year in October.
- j. Notify County of Department of Justice fingerprint clearance for all Contractor staff providing services under this Contract. Notify County if any staff is flagged during the term of this Contract.
- k. Maintain full compliance with California's Community Care Licensing Regulations and State and/or Federal Regulations as applicable given other funding sources received by Contractor including vaccination requirements (SB 792).
- j. Permit County to provide ongoing monitoring as well as follow-up monitoring as needed, including but not limited to on-going quarterly monitoring, nutrition monitoring, ECERS/ITERS (Early Childhood Environment Rating Scale / Infant Toddler Environment Rating Scale), human resource file monitoring, annual education monitoring, health and safety checks, and file review.
- k. Notify the County of changes in key management staff such as Director, Executive Director, Fiscal Office or other key personnel.
- l. Notify and provide County with copies of any Medical Alerts (such as infectious disease outbreaks) within 48 hours.
- m. When discontinuing services to a Head Start child/family, notify and work with County staff to offer the family possible alternate placement / service options.
- n. Provide County with a copy of the following:

SERVICE PLAN

- i. School calendar
 - ii. Annual audit reports
 - iii. State and/or Federal review reports as applicable
 - iv. Contractor's Personnel Handbook
 - v. Contractor's Personnel Roster
 - vi. Contractor's Parent Handbook
 - vii. Contractor's Policies & Procedures
 - viii. Meal menu annually in October for each service site
 - ix. Initial roster of children with food allergies with accompanying medical statements and evidence of each Family Childcare provider's process for tracking and accommodating food allergies annually in October
3. Service Facilities. Contractor shall:
- a. Provide services in facilities that have a current license from the State of California Department of Social Services, Community Care Licensing.
 - b. Provide County with copies of appropriate licenses prior to commencement of service.
 - c. Notify County in writing of any change in license status of any facility used for services in the performance of this Contract.
 - d. Facility shall comply with Head Start regulations regarding smoking and maintaining a smoke-free environment.
 - e. Sub award – Title 2 CFR section 200.331- Requirements for pass through entities. Contractor must monitor its sub recipients consistent with the requirements outlined in the Federal rules and applicable sections of the CFR, including 2 CFR §200 (Uniform Guidance). Contractor must evaluate each sub recipient's risk of noncompliance to determine the appropriate fiscal monitoring level, monitor the fiscal activities of sub recipient organizations to ensure that the sub award is in compliance with applicable Federal statutes and regulations and terms of the sub award, and verify that sub recipients are audited as required by Subpart F of 2 CFR §200. Contractor must retain documentation to prove that determinations and monitoring were conducted during the contract term.
4. Non-exclusion. Contractor shall not deny program admission to any child, nor exclude any enrolled child from program participation for a long-term period, solely on the basis of his or her special needs, health care needs, or medication requirements unless keeping the child in care poses a significant risk to the health or safety of the child or anyone in contact with the child and the risk cannot be eliminated or reduced to an acceptable level through reasonable modifications in the Contractor's policies, practices or procedures or by providing appropriate auxiliary aids which would enable the child to participate without fundamentally altering the nature of the program.

SERVICE PLAN

5. **Prohibition.** Subject to applicable State and Federal laws, money paid pursuant to the Contractor shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government. There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of the Contract.

B. **Payment Provisions.**

1. **Early Head Start Services.** Contractor will be compensated at a rate of \$500 per unit of service for up to twenty eight (28) slots for program eligible pregnant women and children ages birth (0) to three (3) years. One unit of service is defined as one month of full-day Early Head Start Enhancement services for one program slot, not to exceed 11 months. Payment to Contractor for Early Head Start Enhancement services will not exceed \$154,000 and is assigned org # 1462.
2. **Start-up Funding.** Funding shall be used in accordance with contractor's obligations as outlined in paragraph C. (Service Requirements) of this agreement. All expenses must be incurred during the start-up period, October 1, 2018 to December 31, 2018. If a balance of Startup funds exists on December 31, 2018, it will be forfeited by the Contractor. The payment limit is \$17,328 and is assigned org# 1462.
3. **Facilities improvement funds.** Contractor shall be paid a one-time allocation not to exceed \$35,000 for facilities program improvements. Total payment for facilities improvement will not exceed \$35,000 and is assigned org # 1464. Contractor to attach to the demand form receipts of purchases made using these funds.
4. **Demands.** Contractor will submit completed County Demand form (D-15) with invoice(s) attached, monthly. Send demand to: *Employment & Human Services Department, Community Services Bureau, 1470 Civic Court, Suite 200, Concord, CA 94520.*
5. **Programmatic and Fiscal Reports.** Agency shall provide required programmatic and fiscal reports in the form, time period and content as required by the County.
6. **Provisions for Federally-funded Head Start program.** It is mutually understood between the Parties that this contract may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if this contract were executed after that determination was made.
 - a. This contract is valid and enforceable only if sufficient funds are made available to the County by the United States Government for the purposes of this contract. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by Congress which may affect the provisions, terms, or funding of this contract in any manner.
 - b. It is mutually agreed that if Congress does not appropriate sufficient funds for this program, this contract shall be amended to reflect such reduction.

SERVICE PLAN

C. County's Obligations.

1. County shall perform the Grantee portion and administrative services designed to maintain compliance with the requirements outlined in the grant application for Early Head Start and Head Start funding, incorporated herein by reference and submitted to the U.S. Department of Health and Human Services, Administration for Children and Families (ACF). A copy of County's grant application is available at 1470 Civic Court, Concord CA 94520.
2. County shall arrange for fiscal and programmatic audits as required by the ACF.
3. County shall serve as the official liaison with the ACF. County shall be responsible for the submission of all required materials and information requested of Grantee (County) and its subcontractors.
4. County shall provide administrative resources and technical assistance, upon approval by the Department Director or designee, on an as-needed basis.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**
- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
8. **Modifications and Amendments.**
- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
 - b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so

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employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all

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services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice

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requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate

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officials of the federal awarding agency, the General Accounting Office , the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

SPECIAL CONDITIONS

1. Insurance. Paragraph 19. (Insurance), of the *General Conditions* is hereby deleted and replaced with the following:

“Insurance. During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

- a. Comprehensive Liability Insurance. The Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include the County and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall constitute primary insurance as to the County, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the Contractor's insurance policy or policies.
- b. Workers' Compensation. The Contractor shall provide workers' compensation insurance coverage for its employees.
- c. Proof of Insurance. Contractor shall provide County with (a) certificate (s) of insurance evidencing the endorsement(s) making the County an additional named insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either (a) new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy(ies) at any time during the term of this Contract, then Contractor shall provide County with (a) current copy(ies) of the endorsement(s).
- d. Additional Insurance Provisions. The insurance policies provided by the Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material changes of the above specified coverage.
- e. Child Accident and Health Insurance. Contractor shall provide Child Accident and Health Insurance coverage for each child served under this Contract.
- f. Employee Dishonesty Bond. Contractor shall provide an Employee Dishonesty Bond with a minimum limit of \$50,000.
- g. Professional Liability Insurance. The Contractor shall provide professional liability insurance with a minimum coverage limit of \$1,000,000 for all damages or losses because of errors, omissions, or malpractice arising from the provision of professional services under this contract.”

SPECIAL CONDITIONS

- 3. **Employee and Contractor Status.** Paragraph 14. (Independent Contractor Status) of the *General Conditions* is hereby deleted and replaced with the following: "The parties hereto agree and understand that neither Contractor nor any of its employees shall, under the terms and conditions of this Contract, be considered an employee of County for any purpose whatsoever, nor shall Contractor or its employees be entitled to any of the rights, privileges, or benefits of County employee. Contractor shall be deemed at all times an independent Contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms and conditions of this Contract. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment with Contractor.

Additionally, the parties hereto agree and understand that the Contractor, and the agents and employees of the Contractor, in the performance of the Contract, are acting in an independent capacity and not as officers or employees or agents of the State of California."

- 4. **Special Compliance with Law.** Paragraph 1. (Compliance with Law) of the *General Conditions* is hereby delted and replaced with the following: "Contractor agrees to be subject to, abide by, and comply with all federal, state and local laws, statutes, ordinances, rules and regulations applicable with respect to its performance hereunder, including but not limited to community care licensing; zoning and land use; employment and purchasing practices; wages, hours, and conditions of employment; and reporting and record keeping procedures. Contractor further agrees that should Contractor fail to abide by any and all applicable federal, state and local laws, statutes, ordinances, rules and regulations, that sufficient grounds exist for County to terminate this Contract."

- 5. **Termination of Head Start Program.** Paragraph 5. (Termination and Cancellation) of the *General Conditions* is modified by the addition of the following:

"d. If Contractor ceases to operate the Head Start program under this contract, Contractor agrees to return to County within thirty (30) days after the termination of this contract all equipment and supplies purchased with Head Start funds and all records pertaining to this program, including, but not limited to the following documents: enrollment/registration forms, health histories, family needs assessments, Individual Education Plans (IEPs), developmental histories, child observations, and assessments."

- 6. **Nondiscrimination Clause (OCP-1).** Paragraph 17. (Nondiscriminatory Services) of the *General Conditions* is hereby deleted in its entirety and replaced with the following:

"A. **Nondiscrimination Clause (OCP-1).** In addition to the requirements of paragraph 17. (Nondiscriminatory Services) of the General Conditions, during the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, and denial of family and medical care leave and denial of pregnancy disability leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations

SPECIAL CONDITIONS

promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. Contractor's signature certifies that to the best of its ability and knowledge it will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

C. Clause (b)

1. During the performance of this contract, the recipient, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900 et. Seq.), the regulations promulgated there under (Cal. Admin. Code, Title 2, Sections 7285.0 et. Seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
3. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
4. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
5. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract."

D. **Affirmative Action Compliance.** Each Contractor or subcontractor who has fifty (50) or more employees and has a Contract with County for fifty thousand dollars (\$50,000) or more shall be required to develop a written Affirmative Action Compliance Program. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-

SPECIAL CONDITIONS

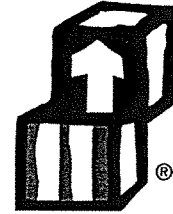
741.32. Each Contractor or subcontractor with less than fifty (50) employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

E. Certification Regarding a Drug Free Workplace. Contractor certifies that it will provide a drug-free workplace by:

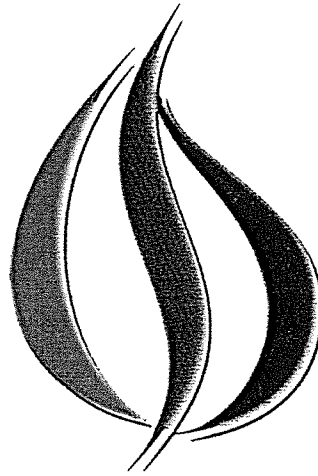
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of this Contract be given a copy of the statement required by subparagraph E.1. above.
 - a. Notifying the employee in the statement required by subparagraph E.1. that, as a condition of employment under this Contract, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - b. Notifying the County within ten (10) days after receiving notice under subparagraph 3.a.ii., from an employee or otherwise receiving actual notice of such conviction.
 - c. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph 3.a.ii., with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency."

- I. The contract meets the conditions of a Federal subaward and the Contractor is subject to the Subrecipient provisions in 2 CFR 200.
- II. Definitions:
 - A. CFR means Code of Federal Regulations.
 - B. CFDA means Catalog of Federal Domestic Assistance.
 - C. Subrecipient – Title 2 CFR Section 200.93 – means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal Program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
 - D. Subaward – Title 2 CFR section 200.92 – means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
 - E. Subaward – Title 2 CFR section 200.331- Requirements for pass through entities. Contractor must monitor its subrecipients consistent with the requirements outlined in the Federal rules and applicable sections of the CFR, including 2 CFR §200 (Uniform Guidance). Contractor must evaluate each subrecipient's risk of noncompliance to determine the appropriate fiscal monitoring level, monitor the fiscal activities of subrecipient organizations to ensure that the subaward is in compliance with applicable Federal statutes and regulations and terms of the subaward, and verify that subrecipients are audited as required by Subpart F of 2 CFR §200. Contractor must retain documentation to prove that determinations and monitoring were conducted during the contract term.
 - F. Pass-Through Entity – Title 2 CFR section 200.74 – means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.
- III. The pass-through entity is Contra Costa County.
- IV. The subrecipient is MDUSD-Crossroads High School.
- V. The subrecipient's unique identification number is 086166576.
- VI. If applicable, the Federal Award Date is October 1, 2018 to September 30, 2019.

- VII. If applicable, the Federal Award Identification Number (FAIN) is 09CH9115.
- VIII. The subaward period of performance is from October 1, 2018 to September 30, 2019.
- IX. The total amount of Federal funds obligated to the subrecipient in this Federal subaward is \$206,328.
- X. The CFDA number is 93.600.
- XI. The Federal Program Title is Early Head Start.
- XII. The subrecipient's federally approved indirect cost rate agreement is incorporated by reference if the subrecipient's budget submitted includes a federal approved indirect cost.
- XIII. The subrecipient shall use the Federal award in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.



Contra Costa County
Employment & Human Services Department
Community Service Bureau



Head Start & Early Head Start
Partner Agencies
2017-2018
Comprehensive Services Protocol

Revised November 2017

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ERSEA

Recruitment

- Partner Agency Staff *Ongoing*
 - Conduct recruitment activities.
 - Request Comprehensive Service Staff assistance as needed.

Enrollment/Placement

- Partner Agency Staff *Ongoing*
 - Select eligible children for enrollment in accordance with CSB Admissions Priorities/ Selection Criteria.
 - All personnel responsible for recruiting an enrollment are knowledgeable of nondiscrimination laws under the Individual with Disabilities Act (IDEA) and Head Start mandates 1302.14
 - Maintain 100% Head Start or Early Head Start enrollment at all times (i.e. no opening (slots) can be vacant for more than 30 days for federal or 1 day if state/federal).

☺
→ DON'T FORGET!

- Comprehensive Services Staff and Partner Agency staff will meet within the first 30 contract service days to agree on how the following will be accomplished and by whom:
 - Provide copies of the following forms to all eligible families seeking enrollment and/or upon enrollment in the partnership center. – ***Ongoing within 24 hours***
 1. **Parent Welcome Letter**
 2. **Health History (to be completed prior to enrollment)** (This form has been created to meet both CCL and Head Start enrollment requirements)
 3. **Physical Exam (CSB 207 - must be completed and returned within 30 days of enrollment)**
 4. **Dental Exam (CSB 206 - must be completed and returned within 90 days of enrollment)**
 5. **Parent Interest & Volunteer Surveys (CSB 300)**
 - If Partner Agency Staff is completing enrollment without Comprehensive Services participation, notify Comprehensive Services Staff /Centralized Enrollment Unit within 24 hours of each new enrollment so Head Start eligibility can be verified and the family & child can be added to CLOUDS. The following is necessary to complete Head Start or Early Head Start enrollment:
 1. Application (may use 9600)
 2. Income verification or verification of categorical eligibility
 3. Income Calculation Worksheet with staff signature certifying eligibility
 4. Immunization record for enrolled child(ren)
 5. California Immunization Registry (CAIR) consent form
 6. Age Verification for enrolled child(ren) (any legal evidence of age or date of birth)
 7. CSB Over-Income Waiver (CSB606- completed and approved by ERSEA Specialist prior to enrollment as applicable)
 - Collect completed CSB forms from families, and if Partner Agency Staff collect forms:
 - Forward completed CSB health history and eligibility documents received from families to the Comprehensive Services Staff/Centralized Enrollment Unit, preferably prior to enrollment in the event that concerns or issues arise that may prevent Head Start or Early Head Start enrollment.Respond in a timely manner if the Centralized Enrollment Unit requests corrections and/or additional documentation to establish eligibility.
 - Submit documents to Comprehensive Services Staff/Centralized Enrollment Unit at designated location.
 - Call CS Staff when assistance is needed in obtaining completed documents from families.

- o Enter child and family information in CLOUDS, ensure income at enrollment and appropriate program model are reflected in child's snapshot, and update current family income as needed.

Rollover

- Partner Agency Staff *Annually, May 15th*
 - o Notify CS Staff of children who will be continuing services on July 1st.

Transferring or transitioning Children from Program

- Partner Agency Staff *Ongoing within 24 hours*
 - o Notify CS Staff of children transferring or transition from the program within 24 hours of termination.

Electronic Attendance Reporting Requirements

- Comprehensive Services Staff (as assigned) *Monthly*
 - o Review attendance data entry for accuracy and necessary corrections.
- Partner Agency Staff *Daily and Monthly*
 - o Electronic Attendance Requirements:
 - Maintain daily electronic sign-in records for each enrolled child.
 - In the event of system failure use paper attendance record keeping.
 - Accounting for attendance is completed daily by the classroom teacher/provider.
 - Teachers/provider must ensure parents sign their child into the CLOUDS system via the provided PC Tablet upon arrival.
 - Attendance reasons are entered into CLOUDS via PC tablet no later than Friday of each week.
 - Teacher/provider will review each attendance record at the end of the month via the CLOUDS PC tablet electronic Attendance Sign-in/out module to validate the following:
 - total days of attendance
 - total excused and unexcused absences
 - reasons for absences are notes
 - Upon verification of each child's attendance record, the teacher/provider will click on the "Submit" button to finalize each child's attendance sheet for the month.
 - All Attendance Sign-in/out records must be submitted electronically via CLOUDS by the 3rd (third) business day of the following month.
 - In the event of system failure all manual entry attendance sheets also need to be forwarded to the CSB Partner unit by the 3rd business day of the following month.
 - o Ensure that absence reasons are noted for each absence by Friday of each week in accordance with the agency's written attendance policy.
 - o For unexpected absences, make attempts to contact the parent if the parent has not contacted the program within one hour of the start time in Federal programs (HS/EHS).
 - o For Federal programs (HS/ EHS) work with CSB staff to
 - Develop and implement a corrective action plan for any month in which attendance falls below 85%
 - Provide support to children with a pattern of absences which puts them at risk of missing 10% of the program year
 - o County will provide the required CLOUDS PC tablet hardware for electronic attendance data entry.
 - o All County provided electronic hardware is the property of the County and must be returned upon termination of contract agreement.

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Monitoring and Tracking

- Partner Agency Staff and Partner or ERSEA Specialist **Ongoing**
 - Refer clients with excessive absences to CSAM for family services, if needed.

HEALTH

Health History (CSB217)

- Comprehensive Services Staff and Partner Agency Staff **Prior to enrollment**
 - Provide a blank copy of the CSB Health History form to all Head Start eligible families seeking enrollment in the partnership center (*This form has been created to meet both CCL and Head Start enrollment and initial nutrition screening requirements.*)
 - Obtain completed and signed CSB Health History from parent **prior to enrollment**. If collected by Partner Agency Staff submit completed and signed Health History to Comprehensive Services Staff for review, follow-up and CLOUDS entry.

- Comprehensive Services Staff **Prior to enrollment & Ongoing**
 - Review Health History for health conditions/concerns in need of follow-up.
 - Review Health History to determine whether each child has an ongoing source of continuous, accessible health care - provided by a health care professional that maintains the child's ongoing health record and is not primarily a source of emergency care or urgent care - and medical/dental insurance coverage within 30 days of enrollment.
 - Assist parents in understanding how to access health services and insurance for themselves and their families.
 - Follow-up on health concerns and assist families to acquire needed medical/dental home, health insurance coverage, health records, individualized health care plans, medication and referrals, as required..
 - Set up Family Meetings to discuss the individualized health conditions/concerns of the child and make plans for further action as needed.
 - Enter information in CLOUDS and generate referrals and follow-up as appropriate.

Application

- Comprehensive Services Staff **Prior to enrollment**
 - Review application, flags and referrals.
 - Set up Family Meetings as needed.
 - Enter information in CLOUDS and generate referrals and follow-up as appropriate.

Medical Examinations (CSB207)

- Partner Agency Staff **Within 30 days of enrollment**
 - Collect initial physical exam/TB as required by licensing (if applicable).
 - Request Comprehensive Services Staff support as needed.
 - If collected by Partner Agency Staff, submit documents to Comprehensive Services Staff.

- Comprehensive Services Staff **According to periodicity**
 - Confirm collection of initial physical exam/TB and assist if needed.
 - Collect all subsequent physical exams per the Bright Futures Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Schedule as required.
 - Notify parents of concerns immediately and in person.
 - Assist families in accessing medical insurance, medical home and medical care on an ongoing basis as needed.
 - Set up Family Meetings as needed.
 - Enter information in CLOUDS and generate referrals and follow-up as appropriate.

Sensory Screenings

- Comprehensive Services Staff *Within 1st 45 days of enrollment*
 - Complete hearing and vision screenings and re-screenings as needed, using Hearing and Vision Screening Results Log (CSB208) to document results.
 - Maintain binder with Hearing and Vision Screening Results Logs.
 - Notify parents of screening result concerns immediately and in person.
 - Enter information in CLOUDS and generate referrals and follow-up as appropriate.

Screening Results Form (CSB212)

- Comprehensive Services Staff *Within 1st 75 days of enrollment*
 - Ensure complete and accurate health data in CLOUDS.
 - Complete Screening Results Form.
 - Provide caregiver with original Screening Results Form and place copy in Head Start/Early Head Start file.

Dental Examinations (CSB207)

- Comprehensive Services Staff *Within 90 days and per periodicity*
 - Assist families in accessing a dental home, insurance and dental care as needed.
 - Collect dental exams within 90 days of enrollment.
 - Collect all subsequent exams dental exams for each child per the CHDP EPSDT Periodicity Schedule for Dental Referral by Age as required.
 - Collect verification of receiving/completed dental treatment as needed.
 - Set up Family Meetings as needed.
 - Enter information in CLOUDS and generate referrals and follow-up as appropriate.
- Partner Agency Staff *As Needed*
 - Support the collection of dental documentation.
 - If collected by Partner Agency Staff, submit documents to Comprehensive Services Staff.
 - Support on-site and off-site dental exam events offered by CSB.

Immunizations

- Partner Agency Staff *Prior to Enrollment and Ongoing*
 - Collect proof of immunizations and ensure immunizations are current or in series as required by licensing (if applicable).
 - Collect California Immunization Registry (CAIR) consent form (CSB243).
 - Collect proof of subsequent immunizations as required by licensing (if applicable).
 - Request Comprehensive Services Staff support if needed.
- Comprehensive Services Staff *Ongoing*
 - Confirm collection of all immunizations and assist if needed.
 - Enter all immunizations in CLOUDS.
 - Generate referrals and follow-up as appropriate.

Medication Administration (Including Asthma)

- Comprehensive Service Staff *As Needed*
 - Ensure that care plans, medication administration forms and the Inhaled Medication/Nebulizer consent forms are complete and updated annually as needed.
 - Comprehensive Services Staff will support Partner Agency Staff as needed.
- Partner Agency Staff
 - Ensure the teacher is aware of the needed medication, has appropriate consents, knows how to administer the medication and how it should be stored.
 - Ensure that for each partner teacher, Site Supervisor, etc., who may administer inhaled medication, the parent has completed an Inhaled Medication/Nebulizer consent form (in compliance with Health and Safety Code Section 1596.798).

- Ensure medication is on-site and current.
- Ensure appropriate storage of medication.
- Ensure complete tracking documentation of medication administered.

Dental Hygiene - Tooth brushing

- Partner Agency Staff *Ongoing*
 - All children with teeth shall brush or have their teeth brushed with fluoride toothpaste once a day during the hours the child is in care.
 - **Children age three and older** - Once daily and in conjunction with a meal as noted above, staff should either brush the child's teeth (for those lacking the motor skills to brush themselves) or supervise as the child brushes his/her own teeth. Fluoride toothpaste, not larger than the size of a pea should be placed on a disposable cup for each child.
 - **Children under three years old** - Once daily and in conjunction with a meal as noted above, staff should either brush the child's teeth (for those lacking the motor skills to brush themselves) or supervise as the child brushes his/her own teeth. Fluoride toothpaste, the size of a grain of rice should be placed on a disposable cup for each child.
 - **All children without teeth** shall have their gums wiped with a moist cloth or a product called "Tenders" to remove any remaining food/liquid that coats the teeth and gums at least once a day and after a feeding. By doing this, caregivers are breaking up plaque in order to create a much healthier environment for the teeth that will be coming in later.

Collaboration and Communication with Parents

- Comprehensive Services Staff *Ongoing*
 - Obtain advance authorization from the parent or other person with legal authority for all health and developmental procedures administered through the program or by contract or agreement.
 - Ensure completion of Parent Refusal for Health Services Form (298) when parent refuses consent for services provided through CSB such as mobile dental vans or when parent refuses to obtain outside services for their child such as lab work.
This form is not to be made readily available to parents. This form provides evidence of attempts made to ensure each child is up-to-date on high quality medical and dental care. This form is not intended to encourage parents to opt out of services that may be critical to their child's well-being.
 - Staff will provide health related educational opportunities for parents on topics such as preventive medical and oral health care, emergency first aid, environmental hazards, health and safety practices for the home including lead poisoning prevention, reducing the risk of Sudden Infant Death Syndrome (SIDS)/Safe Sleep Practices, the consequences of tobacco product use, healthy pregnancy and postpartum care, breastfeeding, etc.
- Partner Agency Staff *Ongoing*
 - Share with parents the health policies for health emergencies that require rapid response on the part of staff or immediate medical attention.
 - Support Comprehensive Services Staff with the collection of advance authorization and parent refusal of services documentation, as well as with the provision of health related educational opportunities for parents.

NUTRITION

Heights and Weights

- Comprehensive Services Staff
 - Weigh and measure each pre-school child twice (November and March) every program year and record data on CSB Height and Weight Log.
 - All newly enrolled preschool children are to be measured and weighed within 30 days of enrollment.
 - Enter information in CLOUDS and generate referrals and follow-up as appropriate.
 - For infants and toddlers enter growth assessment information in CLOUDS according to Well Baby Check, write comment in CLOUDS regarding growth percentile and generate referrals and follow-up as appropriate.
 - Follow nutrition protocol as indicated in "What to Do and What to Say" for specific nutrition risk problems.
 - Provide Teaching staff in each classroom with a copy of the log and list of children identified as underweight, overweight, or obese.
- Partner Agency Staff
 - It is recommended that Teachers maintain a binder of height and weight logs provided by CSB identifying underweight, overweight, and obese children.
 - It is recommended that Teachers follow nutrition interventions for underweight, overweight, and obese children.
 - It is recommended that individualized educational plans include physical activities for obese children.

Food Allergy and Special Diets

- Partner Agency Staff
 - Identify food allergy or need for special diet **prior to enrollment** to ensure program is prepared to meet and accommodate the health and nutrition needs of the child upon entry.
 - It is recommended that Partner Agency Staff notify CSAM **prior to enrollment** if food allergy is life threatening (i.e. nuts) or several food items are restricted and so meal pattern becomes unbalanced (i.e.: dairy products, eggs, wheat, etc.). Case management can be scheduled as appropriate.
 - Ensure appropriate accommodation of restricted food while maintaining recommended balanced meal pattern (see suggested substitutions on medical statement of allergy/food restriction).
 - As needed, contact the CSB Nutritionist (via comprehensive services) for consultation regarding adapting menus to accommodate food restrictions while maintaining recommended balanced meal patterns.
 - Only for partner sites receiving CSB food services
 - Immediately notify Food Services of food allergies, etc. at (510) 374-3850.
 - Follow policies & procedures for food allergy and special diets.

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CHILD SOCIAL EMOTIONAL WELL-BEING

Referral

- Partner Agency Staff/Teacher *Ongoing*
 - A Family Meeting takes place to discuss the child's social emotional concerns with the family and to offer a referral for services that can support the individual needs of the child.
 - The parent is encouraged to sign the Child Referral and Parent Consents Form CSB501 after the referral process was explained in detail and the parent agreed to it

- The medical provider information or SS number is completed on the referral and a copy of the child's Medical card is attached (if present)
- The referral form CSB501 is filled completely and included the parent's initial to the consents for exchange of information, and signed by the involved parties, the parent and the program referring the child.
- The CSAM reviews the referral form CSB501 to ensure all sections of the referral must be filled out, and processes it immediately by fax it to Mental Health Unit at 510-374-3023 along with the screening tool.
- The CSAM completes the Response to Referral Form CSB502 and the original is placed in the child's file while the copy is given to the parent
- The CSAM contacts the family for a follow up to ensure proper support is given to the parent.
- The Referral Form CSB501 included:
 - a. Child's name
 - b. Child's birth date
 - c. Child's CLOUDS ID number #
 - d. Child's center
 - e. Current home address
 - f. Family phone number#
 - g. Parent's name
 - h. Parent's language of preference
 - i. Child's language of preference
 - j. Child's SS number or Medi-Cal number (*Must have to process referral*)
 - k. Referral contact: CSAM's name and phone number
 - l. Consents for exchange of information and assessment should be initialed by parent.
 - m. Parent's signature
 - n. Site Supervisor and CSAM

The CSAM supporting the referring agency will process the referral and enter notes in CLOUDS.

Monitoring and Tracking

- Comprehensive Services Assistant Manager *Ongoing*
 - Review reports with Partner Agency Staff as needed.
 - Ensure follow-up is carried out and child/family needs are met.
- Partner Agency Staff *Ongoing*
 - Be able to participate in Family Meetings as needed.
 - Be able to articulate Mental Health Referral process.

CFS Reports

- Partner Agency Staff *Within 24 hours of reporting*
 - The report must be made as soon as the suspected abuse is noticed
 - Staff is encouraged to consult with their immediate supervisor for guidance and support prior to reporting
 - Complete a "Suspected Child Abuse Report" (CSB510 or Form STAR SS 8572) within 36 hours after report was made.
 - The person making the report must sign the written report and provide the report to their supervisor for filing in a locked confidential cabinet
 - Mail or Fax the completed report to Children and Family Services to:
 - West 510-374-3324
 - Central 925-646-1680
 - East 925-427-8311
 - Contact CSB MH Comprehensive Services Manager if needed.
- Mental Health Manager
 - Provides site support upon request.

Children with Disabilities

Referral

- Partner Agency Staff/Teacher *Ongoing*
 - As needed, schedule a Family Meeting to discuss the child's developmental concerns with the family. If agreed, assist facilitating the referral for early intervention services. This is an effort to support the individual needs of the child.
 - At the meeting, parents are educated about the referral process and provide a copy of their rights and responsibilities under the individuals with Disabilities Education Act IDEA.
 - As the parents agreed to the interventions, the referral form CSB 501 can be completed and signed by the involved parties; the parent and the program referring the child.
 - The CSAM reviews the referral form to ensure all sections of the referral form must be filled out and processes it immediately by fax it to the appropriate School District or Early Intervention Agency
 - The CSAM completes the Response to Referral Form CSB502 and the original is placed in the child's file while the copy is given to the parent
 - The CSAM contacts the family for a follow up to ensure proper evaluation meetings are in place and proper support is given to the parent.
 - The CSAM enters the referral notes in the "Disability Intervention Referral", "Intervention Notification" and "Family Meeting information" under the disability tab in CLOUDS. Copy of the family meeting CSB514 is placed in the child's file.
 - The Referral Form CSB501 included:
 - Child's name
 - Child's birth date
 - Child's CLOUDS ID number #
 - Child's center
 - Current home address
 - Family phone number#
 - Parent's name
 - Parent's language of preference
 - Child's language of preference
 - Referral contact: CSAM's name and phone number
 - Consents for exchange of information and assessment should be initialed by parent.
 - Parent's signature
 - Site Supervisor and CSAM
 - The CSAM supporting the referring agency will process the referral and enter notes in CLOUDS

IEP/IFSP

- Partner Agency Staff
 - The team supports the family through the referral process until a diagnosis is given.
 - Staff participates at the IEP or IFSP meetings, review the goals and services, if needed plans accommodation or modification to provide full inclusion and individualization or services in the classroom.
 - Staff ensures receipt and filing of current IEP or IFSP in the child's file.
 - Teachers receive a copy of the IEP or IFSP for individualization of education in the lesson plan.
- Comprehensive Services Staff *Semi-Annually*
 - Schedule and facilitate Family Meetings as needed including transitions for Children with IEP/IFSP.

- Parents of children with IEP or IFSP are supported through the transition processes, EHS to HS and HS to Kindergarten.

Monitoring and Tracking

- Partner Agency Staff *Ongoing*
 - Attend Family Meetings as needed, minimum 2 per year for each child with an IEP/IFSP to be scheduled and facilitated by the CSAM (one at the beginning and one at the end of the program year).
 - Participate in IEP/IFSP transition plans.
 - Ensure follow-up and educational plans are carried out.
 - Be able to articulate the Referral process.

- Comprehensive Services Staff *Ongoing*
 - Schedule and facilitate two Family Meetings per year including IEP/IFSP traction plans for each child with an IEP/IFSP.
 - Review reports with Partner Agency Staff as needed.
 - Ensure follow-up is carried out and child and family needs are met.
 - Enters the referral notes in the "Disability Intervention Referral", "Intervention Notification" and "Family Meeting information" under the disability tab in CLOUDS. Copy of the family meeting CSB514 is placed in the child's file.

PARENT ENGAGEMENT

Parent Interest Survey

- Comprehensive Services Staff *October*
 - Tally Parent Interest Surveys CSB300A Forms
 - Complete Top Ten Parent Interest portion of the CSB304 Form-Parent Committee Meeting Training Schedule
 - Provide copy of this form to Partner Agency Staff
 - Present top 10 interest results at next Parent Committee Meeting as scheduled. Give surveys to Partner Agency Staff to keep on site Parent Committee Meeting binder.
 - Ensure completed CSB304 Form, is in the front of the Parent Meeting/Policy Council binder.

- Partner Agency staff *October*
 - Work with parents to develop calendar/schedule for topic presentations, with support from Comprehensive Services Staff as needed.

Parent Volunteer Survey

- Comprehensive Services Staff
 - Tally Volunteer Surveys CSB300
 - Record volunteers on appropriate lists for various CSB and Head Start committees (Policy Council, Interviewing New Applicants, Health Advisory, etc.) are entered on the Shared folder I:\Parent Involvement\Parent Involvement-Committee Interest\2017-2018
 - Give Partner Agency Staff list of identified parents interested in volunteering at the center.
 - Give surveys to Partner Agency Staff to keep on site in a binder.

- Partner Agency Staff
 - It is recommended that Partner Staff maintain and utilize the list of volunteers when needed for meetings, special events, etc., to provide opportunities for Parent Involvement in the program.

Family Partnership Agreements FPA

- Partner Agency Staff *Due within 90 Days*
 - Support Comprehensive Services Staff in connecting with families as needed.
- Comprehensive Services Staff *Ongoing*
 - Work with Comprehensive Services Clerks to ensure Family Partnerships Assessment and goal settings FPA are completed within the timelines assigned.
 - Review FPAs, Family Goals, and Referrals & Services for all families. Timely follow up with concrete resources/referrals especially for those expressed experiencing challenging situation.
 - As needed hold Family Meetings, initiate referrals and follow-up as appropriate with the families to ensure that they are connecting with the services needed. Document notes in CLOUDS.
 - Follow-up with families mid-year to revise goals, evaluate and track whether identified needs and goals are met, and adjust strategies by the end of January annually.
 - Ensure CS Staff complete the 2nd FPA, Family Goal, and Referrals & Services before the end of May annually for Full-Day programs and Part-Day programs by the end of April annually.

Policy Council

- **Comprehensive Services Staff** *Monthly and Ongoing*
 - Confirm representation for site.
 - If parent representative/s cannot attend, secure an alternate (any Early Head Start or Head Start parent from the center).
 - Show Policy Council rep. where to post Agenda on Parent Board 96 hours before the Policy Council meeting.
 - Provide Policy Council rep. or the Parent Meeting Chair with the Policy Council Packet (emailed monthly) to share at the next Parent Meeting.
- **Agency Staff** *As needed*
 - By September, facilitate election of new Policy Council rep. if mid-year replacement is needed.
 - Provide new Policy Council representative with CSB 327 Form-Policy Council Representative Changes to complete and sign.
 - Forward completed CSB327 to Policy Council Representative Changes form to Policy Council Clerk.
 - Forward letter of resignation from former Policy Council rep. (if received) to Policy Council Clerk.
 - File a copy of Policy Council Representative Change form and letters of resignation in site Parent Committee Meeting Binder.
- Partner Agency staff
 - It is recommended that Partner Agency Staff assist Policy Council rep. to write monthly Site Report using the CSB336 Form.
 - It is recommended that Partner Agency Staff review the Policy Council & Parent Committee Meeting Resource Guide for more information about Policy Council, required documentation, and Officer Duties.
- Comprehensive Services Staff *Ongoing*
 - Support Partner Agency staff and Policy Council rep. as needed

Parent Meetings

Ongoing

- A minimum of three parent meetings are required each program year that must include the following trainings:
 1. Pedestrian Safety Training
 2. Child Abuse Prevention Training
 3. Transition (kindergarten or preschool). (EHS program may substitute this training for another one related to early childhood development).
- Comprehensive Services Staff and Partner Agency staff will meet within the first 30 contract service days to agree on how the following will be accomplished and by whom:
 - Attend Parent Committee Meetings.
 - Support Parent Committee Meeting Chair with facilitation of meeting duties.
 - Arrange for translation of minutes/agendas if needed.
 - Arrange for verbal interpretation of meeting if needed.
 - Ensure Parent Committee Meeting binder is current for school year with agendas, minutes, sign-in sheets and copies of handouts given to parents.
 - Ensure that Head Start required trainings are provided to families: Pedestrian Safety (**by September 30th**), Child Abuse Prevention, and Kindergarten Transition (preschool only). (EHS program may substitute this training for another one related to early childhood development).
- Comprehensive Services Staff
 - Provide support at initial parent meeting (to be held **prior to September 15th**) to establish PC Rep. and elect officers.
 - Provide initial leadership training to parent committee meeting officers.
 - If requested, provide support to Partner Agency Staff in providing Head Start required trainings.
 - If requested, assist in providing resources for speakers at Parent Committee Meetings.
- Partner Agency Staff
 - Provide staff report for quarterly meetings.
 - It is recommended that Partner Agency Staff review the Policy Council & Parent Meeting Resource Guide for more information about Parent Meetings, required documentation, and Officer Duties.
- Partner Trainings
 - Program must establish necessary collaborative relationships and partnerships, with community organizations.
 - Trainings must include adult or family literacy agencies or financial institutions that provide asset-building education, products, and services to enhance family financial stability and savings.

Monitoring and Tracking

Monthly and Ongoing

- Select a parent/staff to complete the Parent Involvement Officers (PIO) Checklist form CSB305 monthly and scan/fax to Ana Araujo, CSM-PFCE.
- Update items as needed on the PIO monitoring tool
- CSB305 forms are due at the end of each month to Ana Araujo at Ana.Araujo@ehsd.cccounty.us
- Ana Araujo, CSM-PFCE will conduct an annual site visit to do monitoring of the Parent Involvement Officers tool
- Meet with Site Supervisor at the end of monitoring and provide feedback
- Non-compliance items will need to be corrected within two weeks and a follow-up visit will be made to validate the corrections that were made.

Family Services

- Comprehensive Services Staff *As needed*
 - Provide resources/referrals to families as needed..
 - Communicate to and work with Partner Agency Staff if family needs require a collaborative approach to follow-up or support.
 - Organize and facilitate Family Meetings as needed.
 - Request support from Comprehensive Services Manager when needed for complex cases.
 - Document resources or referrals provided to a family in the CLOUDS Family Data Sheet-Resources & Referrals.
 - Organize and facilitate Family Meetings as needed.
 - Teachers, home visitors, and family support staff share information with each other as appropriate and consistent with the requirements of FERPA or IDEA, to ensure coordinated family engagement strategies with children and families in the classroom, home, and community.

- Partner Agency staff *As needed*
 - It is recommended that Partner Agency Staff provide resources/referrals in a timely manner to parents whenever possible to serve the needs of families.
 - Inform CS Staff when Partner Agency Staff provides a family with resources/referrals so the result can be tracked on CLOUDS and/or integrated into the Family Partnership Agreement.
 - Engage parents in their children's learning and development and support parent-child relationships and include specific strategies for engaging fathers and father figures.
 - Request support or resources from CS Clerk or the Assistant Manager as needed.

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Annual Mandatory Training for Parents and other Caregivers

- Comprehensive Services Staff and Partner Agency staff will meet within the first thirty contract service days to decide on how the following trainings will be implemented accomplished and by whom:
 - Child abuse prevention training
 - Pedestrian safety training
 - Kindergarten registration training
 - Kindergarten transition training

EDUCATION

Education services and programs, including Home Base & FCC, must relate to the HS Early Learning Outcomes Framework: birth to five approaches (August 2017)

Curriculum

- Partner Agency Staff *Ongoing*
 - Provide integrated curriculum which at a minimum includes components of social/emotional development, perceptual motor and physical development, health and safety, nutrition, language development, music and art, and cognitive development to include mathematical concepts, science concepts, .
 - Document implementation on the lesson plan
 - Alternate quiet learning activities must be provided for non-nappers.
 - Classroom materials must be rotated intentionally and periodically.

- Comprehensive Services Manager for Education
 - Provide assistance in developing a written curriculum plan Provide assistance in implementing an integrated curriculum
 - Provide assistance to ensure the partner program is implementing their curriculum with fidelity

Classroom Orientation

- Partner Agency Staff **Ongoing**
 - At a minimum provide an orientation to each family about the classroom, center operations, and daily schedule.
 - Ensure documentation of the orientation information or opportunity is provided to each family.

Mandatory Training for Children

- Partner Agency Staff **By September 30th**
 - Provide developmentally appropriate Pedestrian Safety training to children.
 - Document as appropriate on the lesson plan.

Initial Screenings

- Partner Agency Staff **Within 1st 45 days of initial enrollment**
 - For pre-school children, complete cognitive screening (such as the Brigance or Ages and Stages Questionnaire (ASQ3), Speech and Language Screening, and behavioral Screening such as the Ages and Stages Social Emotional (ASQSE),
 - For infants and toddlers, complete cognitive and behavioral screening (such as the Brigance or ASQ3 and ASQSE.
 - All Head Start and Early Head Start children with existing Independent Education Plans (IEP) or Individual Family Services Plan (IFSP) must also receive these screenings within 45 days of enrollment. (August 2017)
 - Original screening tools results are filed in child's file, agency file, or Head Start /Early Head Start files as desired.
 - Conduct screenings in the child's home language; assess language skills in English and the child's home language
 - If screenings indicate a concern/low score (see table at bottom of Education Section for definition, by age, of low Brigance score), follow-up appropriately by either re-screening within 30 days to confirm or clear child's low score.
 - Schedule a family meeting or case management meeting to review concerns with the parent to possibly recommend a referral for further evaluation with the appropriate Early Intervention Agency or local School District Office.
 - For children who continue to fall below the cut-off score for their age on the second Brigance screening, those children *must* receive annual screenings for as long as he/she are in the HS/EHS program.
 - Provide results of all screenings/re-screenings to Comprehensive Services staff for review and data entry as completed or by the fiftieth day. .
 - When a program does not qualify for IEP/IFSP, the program must seek guidance from Mental Health or another professional to determine if concerns will effect child's development and school readiness (August 2017).
- Comprehensive Services Staff **Within 1st 60 days of enrollment**
 - Review education screening information from portfolio or files.
 - Enter data in CLOUDS and complete Screening Results form.
 - Provide caregiver with original Screening Results form and place copy in Head Start/Early Head Start file.

Home Visits

A minimum of two Home Visits by teaching staff is required each year for each Early Head Start or Head Start family. Home visits should be done at the family's home. If the parent or caregiver refuses, staff may complete the visit at an offsite location or at the center with documentation of the reason for completing outside the home.

- Partner Agency Staff **Within 1st 45 days of enrollment**
 - Schedule time and location of Initial (Returning) Home Visit with caregiver and ensure documentation of parent preference of visit location.
 - Complete Initial (Returning) Home Visit and file documentation in child's file, agency file, or Head Start /Early Head Start files as desired.
- Partner Agency Staff
 - Schedule time and location on the Final Home Visit with caregiver and if not conducted at home ensure you have documented the other location.
 - Complete the Final Home Visit and file this in child's agency file, or Head Start /Early Head Start files as recommended.
 - Ensure that the Final Home Visit includes a discussion of assessment results, progress and transition to another educational program if applicable.

Ongoing Developmental Assessment

- Partner Agency Staff *for preschool, infants and toddlers*
 - Conduct at least three (3) assessments annually. Assessments must include data on children's progress on the Head Start Child Development and Early Learning Framework.
 - Complete child's first assessment **within the 1st 60 days of enrollment**.
 - Complete child's second assessment no more than **150 days after the 1st enrollment day** complete the child's third assessment in May for Part Day/ part year, or by June 15 for Full year.
 - Program must use qualified bilingual staff, consultants or interpreters to assist in the screening and assessment process for children who speak another language. August 2017
 - File all assessment documentation in child's file, agency file, or Head Start /Early Head Start files as desired.
 - If the Desired Results Developmental Profile (DRDP2015) is used to meet this requirement, submit copy of all completed assessment results to Comprehensive Services Staff for data entry and analysis upon completion – no later than 1 week after the due date.
 - If the DRDP2015 is not used, aggregate and analyze the other assessment data and submit a report to the CSB Partner Manager no later than **November 15th, February 15th, and May 15th annually**.
- Comprehensive Services Staff
 - Complete the entry of DRDP 2015 results DRDPtech as they are submitted but no later than the end of October, the end of February, and end of June.

Parent Conferences

- Partner Agency Staff
 - Conduct conference with each caregiver to review 1st assessment and initial screening results **within 1st 90 days of enrollment**. Ensure caregiver has opportunity to provide input into child's individualized plan and document caregivers' input. (The initial Home Visit may be conducted in conjunction with the 1st parent/teacher conference).
 - Conduct conference with each caregiver to review the second or third assessment results and progress **after 2nd. Or 3rd assessment is complete (Feb. or May/June)**. Ensure caregiver has opportunity to provide input into child's continued or adjusted individualized plan and document caregivers' input. (The final Home Visit may be conducted in conjunction with the 2nd parent/teacher conference).
 - Ensure caregivers are provided with opportunities for input to the curriculum and the approach to child development and education and document input when given.
 - File documentation in child's folder, agency file, or Head Start /Early Head Start files as determined.

Transitions

- Partner Agency Staff for toddlers
 - Create and document a transition plan with the parent or caregiver no later than 6 months before the child's expected transition date or when the child is **30 months of age**.
 - Participate in and support the child and family through the IFSP transition plan.
 - File documentation in child's file, agency file, or Head Start /Early Head Start files as desired.
- Partner Agency Staff for children transitioning to kindergarten
 - Participate in and support the child and family through the IEP transition plan if applicable
 - Create and document a Kindergarten transition plan with caregiver no later than **March/April**.
 - It is recommended to provide parents or caregivers kindergarten registration information prior to the local school district enrollment deadline, usually between January and March
 - File documentation in child's file, agency file, or Head Start /Early Head Start files as necessary.

Expectant Mothers

Curriculum

- Partner Agency Staff **Ongoing**
 - Provide required education components that, at minimum, include fetal development, substance abuse prevention (including risks from smoking and alcohol), labor and delivery, postpartum recovery (including maternal depression), and the benefits of breastfeeding.
 - Document delivery of required education components and file in desired location.

Comprehensive Services Staff and Partner Agency staff will meet within the first 30 contract service days to agree on how the following will be accomplished and by whom:

Eligibility, Enrollment, & Termination

- Ensure eligibility, including required parental willingness to enroll newborn in Early Head Start (EHS) program following birth and through age 3.
 - Reminder: An expecting mother is counted as **2** family members for Early Head Start.
- If Partner Agency Staff enrolls or terminates child, notify CS Staff of enrollment or termination within 24 hours and provide documentation as needed.
- Partner Agency staff will notify CSB as soon as possible after the birth of a child.

File Compilation and Maintenance

- Establish initial file. **At enrollment**
- Ensure file is complete and correct **Ongoing**
- Ensure CLOUDS Prenatal Services section is complete and correct.

Family Partnership Agreement

- Ensure completion of parent-driven plan that identifies family strengths, needs, resources, and goals as **early as possible after enrollment**.
- Ensure Agreement includes discussion regarding caregiver's preferred EHS program option (center-based versus home-based) after birth and a transition plan of newborn into appropriate program option.

Services

- Assist expecting mothers to access comprehensive prenatal and postpartum care, through referrals, **immediately after enrollment**. Care must include:

- Early and continuous risk assessments, which include completion of a comprehensive Health History form and an assessment of nutritional status as well as nutrition counseling and food assistance, if necessary;
 - Some components to these risk assessments may be completed through the FPA process, while others will be completed by health staff during prenatal and postpartum care visits.
- Health promotion and treatment, including medical and dental examinations on a schedule deemed appropriate by the attending health care providers as early in the pregnancy as possible; and
- Mental health interventions and follow-up, including substance abuse prevention and treatment services, as needed.
 - Some components of intervention may be completed through the goal development process and program referrals, while others may be completed by health staff during prenatal and postpartum care visits.
- Ensure medical home for the child after birth.
- Ensure mother and newborn receive a 2 week post-partum visit by health staff

Monitoring

Quality Management Unit (QMU)

CSB Ongoing Monitoring is a key management system for ensuring program quality and compliance with Head Start/Early Head Start Performance Standards, California Child Development Title V Regulations, California Desired Results and Environment Rating Scales, NAEYC Standards and Title XXII Child Care General Licensing requirements. Ongoing Monitoring ensures that the program is moving toward achieving its goals and objectives while providing high quality, comprehensive services to the ever-changing needs of the children and families served. CSB is committed to the continuous improvement of our programs through regular and ongoing monitoring of all aspects of our operations.

CSB's QMU is a designated group of managers responsible for monitoring all directly operated, delegate, and partner agencies in regards to CSB sub-contracts.

TABLE A: Service Area Monitoring Plan

Monitoring Type	Frequency	Procedure/Description
<ul style="list-style-type: none"> ● Education Monitoring ● <i>Education Manager or Site Supervisor</i> 	<ul style="list-style-type: none"> ● Monthly ● Submitted to Executive Director / Assistant Director 	<ul style="list-style-type: none"> ● Operation assessment guide (Full – Day / Transitional)
<ul style="list-style-type: none"> ● Environmental Rating Scale ● <i>Education Manager or Site Supervisor</i> 	<ul style="list-style-type: none"> ● Annually 	<ul style="list-style-type: none"> ● If a Partner Site has more than one classroom, one classroom will be randomly selected for monitoring and validation. ● If significant discrepancy is found between the partner's ECERS/ITERS scores, additional ECERS/ITERS monitoring from other classrooms may be conducted.
<ul style="list-style-type: none"> ● Center Health and 	<ul style="list-style-type: none"> ● Monthly. 	<ul style="list-style-type: none"> ● Centers submit monthly health and safety checklists to grantee for entry and tracking.

<ul style="list-style-type: none"> Safety Monitoring Health & Safety Officer 	<ul style="list-style-type: none"> Submitted to Executive Director / Assistant Director 	
<ul style="list-style-type: none"> Comprehensive Services Compliance SAM & Executive Director / Assistant Director 	<ul style="list-style-type: none"> Monthly 	<ul style="list-style-type: none"> FBHS Comprehensive Services Monitoring and PIR reports are submitted to Grantee's Division Manager
<ul style="list-style-type: none"> Home Base Socialization and Home Visit Tools Education Manager & Family Services Assistant 	<ul style="list-style-type: none"> Quarterly Monitoring 	<ul style="list-style-type: none"> Quarterly monitoring by Education Manager & Family Service Assistant Use of FCC operation assessment for quarterly visits FCC health & safety checklist for education CSM provides support as needed

TABLE B: Grantee Quality Management Unit Monitoring Plan

Monitoring Type Responsible Team Members	Frequency	Procedure/Description
<ul style="list-style-type: none"> CLASS Monitoring CLASS reliable QMU CS Manager or designee 	<ul style="list-style-type: none"> Twice per year 50% sampling of randomly selected classrooms. Remaining fifty percent of eligible classrooms are monitored in year two. 	<ul style="list-style-type: none"> Selected classrooms receive (2) 20-minute observations October- December. Same identified classrooms receive a second CLASS observation March- April. Observation Sheets, CLASS Scoring Summary Sheet, and Feedback Form are disseminated to Site Supervisor, Education CSM and ASAIII. Scores falling below designated threshold triggers Corrective Action Plan procedures and validation. Validations will be submitted to QMU clerk. Education Managers or designee will validate/finalize via feedback form.
<ul style="list-style-type: none"> Education Monitoring QMU Comprehensive Services Manager or designee 	<ul style="list-style-type: none"> 100% monitoring of all Partner and Delegate Agency centers. 	<ul style="list-style-type: none"> ✓ Monitoring results are disseminated to Site Supervisor, Education CSM and ASAIII. ✓ Scores falling below designated threshold triggers corrective action plan procedures and validation. ✓ Education Manager will validate via feedback form. ✓ QMU clerk completes data entry and tracks receipt of validated Feedback Forms.

<ul style="list-style-type: none"> Health and Safety Monitoring QMU Staff, Children Services Manager, and/or CS Assistant Managers 	30% sample of classrooms at each center.	<ul style="list-style-type: none"> ✓ QMU Center Health and Safety monitoring results are disseminated to Site Supervisor and ASAIII. ✓ Non-compliances trigger Corrective Action Procedures and validation. ✓ QMU clerk tracks validations via CLOUDS.
<ul style="list-style-type: none"> Comprehensive Services Compliance QMU Staff 	30% sample of files at each center.	<ul style="list-style-type: none"> ✓ QMU Comprehensive Services Compliance monitoring results are disseminated to the Site Supervisor and ASAIII. ✓ QMU CS Assistant Managers will revisit centers to validate 50% of files with non-compliant items. If corrections are not completed, a Corrective Action Plan will be required and QMU CS Assistant Managers will revisit within 2 weeks to validate 100% of files. ✓ QMU clerk tracks validation via CLOUDS and feedback forms for delegate slots.
<ul style="list-style-type: none"> Need and Eligibility Review QMU Staff & CSAMs 	30% sample of files at each center.	<ul style="list-style-type: none"> ✓ QMU need and eligibility compliance monitoring results are disseminated to the Site Supervisor and ASAIII. ✓ QMU CS Assistant Managers will revisit centers to validate 50% of files with non-compliant items. If corrections are not completed, a Corrective Action Plan will be required and QMU CS Assistant Managers will revisit within 2 weeks to validate 100% of files. <p>QMU Clerk tracks validations via CLOUDS and feedback forms for delegate slots.</p>
<ul style="list-style-type: none"> Home Base Socialization and Home Visit Tools QMU staff 	<ul style="list-style-type: none"> ✓ 1 home visit per year 1 socialization per year 	<ul style="list-style-type: none"> ✓ QMU home visit and socialization monitoring results are disseminated to Partner Agency staff. ✓ Education CSM reviews education monitoring and offers assistance as needed. ✓ Non-compliances trigger Corrective Action Procedures and validation. ✓ QMU Clerk tracks validations via CLOUDS.

TABLE C: Threshold that Require Corrective Actions

Monitoring Tool	CSB Threshold/Cut-Off
Education and Environmental Rating Scales	5
CLASS Domain	
<ul style="list-style-type: none"> Emotional Support Classroom Organization Instructional Support 	<p>6</p> <p>6</p> <p>3</p>

CSB Quality Management Unit Monitoring Results Reporting and Non-Compliance Validation Process

A. Reporting: Completed Monitoring Tools and the Operations Assessment Guide will be distributed as follows:

Monitoring Tool	Partners Distribution List
Education	Site Supervisor, Education Manager, Executive Director, ASAIII, Partner Unit staff
CLASS	Site Supervisor, Education Manager, Executive Director, ASAIII, Partner Unit staff
Comprehensive Services Compliance	Site Supervisor, Executive Director, ASAIII, Partner Unit Staff
Need and Eligibility	Site Supervisor, Executive Director, ASAIII, Partner Unit Staff
Health and Safety	Site Supervisor, Executive Director, ASAIII, Partner Unit Staff
Home Base	Site Supervisor, Education Manager, Executive Director, ASAIII, Partner Unit Staff

** Partner Unit CS Assistant Manager and Manager will support in the dispersal of findings for Monitoring Tools completed via CLOUDS.*

- Completed Corrective Action Plans are to be submitted to QMU within 5 weeks. Validated Corrective Action Plans will be submitted within 10 weeks,
- Responsible person submits all corrections via CLOUDS My Action List within 5 weeks for file monitoring, health and safety, and home visiting monitoring findings.
- QMU file monitors will re-visit sites no less than 4 weeks after monitoring to validate 50% of files with non-compliant items
 - If corrections have not been made, QMU will notify ASAIII and CS Managers and a Corrective Action Plan will be required. QMU will re-visit within 2 weeks for a full review.

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