



**STANDARD FORM
CONTRACT
Mt. Diablo Adult Education**

Contract #13-008

STANDARD CONTRACT
(Purchase of Services)

1. **Contract Identification.** Subject: Commission contract to coordinate and administer a Early Care and Education contract in Contra Costa County.

2. **Parties.** First 5 Contra Costa Children and Families Commission (the Commission), and the following named Contractor mutually agree and promise as follows:

Contractor: **Mt. Diablo Adult Education**

Capacity: Public Entity\Adult Education Taxpayer ID #: **68-0091157**

Address: 1266 San Carlos Avenue
 Concord, CA 94518

3. **Term.** The effective date of this Contract is **7/1/2012** and it terminates on **6/30/2013**, unless sooner terminated as provided herein.

4. **Payment Limit.** Commission's total payments to Contractor under this Contract shall not exceed **\$100,000.00**.

5. **Commission's Obligations.** Subject to the payment limit of this contract (Payment Limit), the Commission will make those payments described in the Additional Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor will provide those services and/or carry out that work described in the Additional Provisions and Special Conditions attached hereto which is incorporated herein by this reference, subject to all the terms and conditions contained or incorporated herein.

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

8. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities: Health and Safety Code section 130140.1 and Contra Costa County Ordinance Code section 26-14.026 and the California Children and Families First Act of 1998 (the "Act")

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

**First 5 Contra Costa
Children and Families Commission**

By: _____ Date: _____
Commission Executive Director/Designee

CONTRACTOR

By: _____ By: _____

(Designate business capacity A) (Designate business capacity B)

Note to Contractor: For Corporations (profit or nonprofit), the Contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth below.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, before me, _____

(insert 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

(Seal)

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

GENERAL CONDITIONS (Purchase of Services)

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 Commission, 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 Commission, 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 Commission.
 - 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 Commission, 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 Commission, 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 four years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the Commission, the County, the Secretary of Health and Human Services, 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 heirs, successors, assigns and representatives of Contractor.

GENERAL CONDITIONS (Purchase of Services)

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to the Commission 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 under this Contract exceeds \$5,000.

5. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, at its sole discretion, upon thirty-day advance written notice thereof to the other party, and may be cancelled immediately by written mutual consent of both parties.

 - b. **Failure to Perform.** Commission, 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, Commission may proceed with the work in any reasonable manner it chooses. The cost to the Commission of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to Commission'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-Commission funding for this Contract ceases, this Contract is terminated without notice.

 - d. **Other.** In addition, and notwithstanding the foregoing, this Contract may be terminated by the Commission immediately should any of the following occur:
 - i. Funding of the Commission pursuant to the California Children and Families Act of 1998 (California Health & Safety Code §§130100, et seq.) ("the Act") ceases.

6. **Entire Contract.** 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 Executive Director of the Commission.

GENERAL CONDITIONS (Purchase of Services)

8. **Modifications and Amendments.** This Contract may be modified or amended **only** by a written document executed by Contractor and the Commission, by its designee, subject to any required state or federal approval.

9. **Disputes.** Disagreements between the Commission and Contractor concerning the meaning, requirements, or performance of this Contract will be subject to final written determination by the Executive Director of the Commission for which this Contract was made, or his/her designee or in accordance with the applicable procedures (if any) required by the state or federal government.

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 Commission.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of the Commission 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 therefore, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the Commission 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 Commission or his/her 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.

GENERAL CONDITIONS (Purchase of Services)

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 of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits the Commission provides to its employees. In the event that the Commission exercises its rights to terminate the 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 the Commission, Contractor will complete a "Statement of Economic Interest" form and file it with the Commission and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with the Commission. Contractor covenants that Contractor, its employees and officials, are not employed by the Commission and have not been so employed by the Commission within twelve months immediately preceding this Contract; or, if so 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 Commission harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.
16. **Confidentiality.** 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:
- a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
 - b. 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.

GENERAL CONDITIONS (Purchase of Services)

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 shall be used, in whole or in part, for religious worship.
18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless the Commission 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 the Commission, Contractor will defend any such suits at its sole cost and expense. If the Commission elects to provide its own defense, Contractor will reimburse the Commission 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 Commission or any other person; provided, however, that Contractor is not required to indemnify the Commission for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the Commission, 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 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 the Commission and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to the Commission, 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. 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, and Contractor must provide the Commission with a copy of the endorsement making the Commission an additional insured on all commercial 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.

GENERAL CONDITIONS (Purchase of Services)

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** Contractor must provide the Commission with (a) certificate(s) of insurance evidencing the 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.** The insurance policies provided by Contractor must include provision for (30) days written notice to the Commission before cancellation or material changes of the above specified coverage.
20. **Notices.** Unless provided otherwise, all notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid or emailed. Notices to the Commission must be addressed to the Executive Director of the Commission. Notices to Contractor must be addressed to Contractor's address designated herein. The effective date of notice is the date of deposit in the mail or of other delivery, except that the effective date of notice to the Commission is the date of receipt by the Executive Director of the Commission. Such notices from the Commission will be addressed to the designated person specified in writing to the Commission.
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 the Commission 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 requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

GENERAL CONDITIONS (Purchase of Services)

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 and Rights in Data.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the Commission. If any material is subject to copyright, the Commission reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, the Commission reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.
26. **Endorsements.** In its capacity as a Contractor with the Commission, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Commission. In its Commission 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 Commission. In its Commission-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 Contractor's presence in the advertisement can reasonably be interpreted as endorsement of the product by or on behalf of the Commission. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Commission, Commission officers, or others who may be authorized by the Commission or by law to receive such views.
27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to the Commission at Contractor's expense an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide to the Commission an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the Commission. If any such audit is required, Contractor must provide the Commission with such audit. With respect to audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. The Commission 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 the

GENERAL CONDITIONS (Purchase of Services)

Commission receives the audit from Contractor.

28. **Commission Audit Requirement.** (A) If Contractor is funded by \$50,000 or more in Commission grant funds in any fiscal year, Contractor shall provide to the Commission at Contractor's expense an audit conforming to generally accepted accounting principles. This audit must be provided to the Commission no later than six months after close of the fiscal or calendar year. Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. (B) If Contractor is funded by less than \$50,000 in Commission funds in any fiscal year, Contractor must provide the Commission a copy of Contractor's IRS form 990 and Contractor's records must be available for the Commission. The IRS 990 must be provided to the Commission no later than six months after the close of the fiscal or calendar year. The Contractor may not be eligible for future funding until the Commission receives the audit or IRS 990 from Contractor.
29. **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.
30. **No Implied Waiver.** The waiver by the Commission 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.
31. **Separate Public Entity.** The Commission is a separate public entity from the County of Contra Costa. This Contract does not bind the County of Contra Costa, unless this contract is between the Commission and the County.

The rest of this page is left intentionally blank.

ADDITIONAL PROVISIONS

1. **Background.**

Proposition 10 was passed in 1998 by California voters. On June 15, 1999 the Contra Costa County Board of Supervisors established the Contra Costa Children and Families Commission to implement the provisions of Proposition 10 (Ordinance 99-15). The purpose of the ordinance is to support local programs and services designed to help children 0-5 reach their greatest potential.

In October 2009, the Commission approved a five year Strategic Plan, which outlines the Commission's funding priorities and objectives from fiscal year 2010-11 through 2015-16. A key strategic results area of the plan is Early Care and Education. The purpose of this Contract is to retain the services of Contractor to provide services to support this results area in Contra Costa County.

2. **Program Description.** Mt. Diablo Adult Education staff provide preschool services for children without preschool experience and whose parents attend adult education classes at the same site. Contractor will provide services in accordance to the following Contractor Obligations.

3. **Contractor Obligations.** Contractors Obligations are as follows:

A. Program Quality and Standards

- a. Contractor will ensure that all provisions of this contract are carried out, and provide oversight to all staff, volunteers, interns, consultants, subcontractors and collaborative partners (as applicable).
- b. Contractor will ensure that program activities are provided by qualified staff and are of high quality, culturally and linguistically appropriate for participants, and focus on children from birth through age 5, and/or their parents/guardians, expectant parents, and/or early childhood educators of children from birth through age 5.
- c. Contractor will ensure that all operations are conducted according to professional standards, including maintaining client confidentiality, record keeping, training, and staff supervision.
- d. Contractor will maintain a process for on-going program quality assessment and improvement.

B. Recruitment, Enrollment, and Retention

- a. Contractor will recruit families from Mt Diablo Adult Education ESL classes whose children are not in preschool.
- b. Contractor will enroll a minimum of 80 children (including the number re-enrolling from the prior year) in Literacy Preschool.
- c. Contractor will encourage regular attendance by children, and will track and report class attendance.

ADDITIONAL PROVISIONS

d. Performance Measures:

- i. Contractor will report the number of children who attend a family literacy preschool during each reporting period. (A child served in multiple reporting periods is counted only once during this fiscal year. The count may include children who re-enrolled from the prior fiscal year.)
- ii. Contractor will provide a brief narrative each reporting period about the achievements and challenges in recruiting and retaining families, and increasing attendance.
- iii. At the end of the contract year, Contractor will report child attendance as follows: the number of children that attended a family literacy preschool 1-49% of the time, 50-79% of the time and 80% or more of the time that fiscal year.

C. Preschool Implementation

- a. Contractor will ensure that 5 family literacy preschools at 3 sites operate a minimum of 9 months / year. Preschool programs will provide direct instruction, demonstration, hands-on experience with manipulatives, art, and reading activities designed to provide developmentally appropriate pre-Kindergarten curriculum.
- b. Preschools will implement Raising a Reader (RAR) using the recommended guidelines of RAR, including those regarding the RAR evaluation.
- c. Preschool and ESL teachers will co-develop curriculum to link parents' English language and child development learning with child's early literacy.
- d. Performance Measure:*
 - i. Contractor will provide a brief narrative each reporting period about the achievements and challenges in implementing the Family Literacy Preschools, and examples of how the adult learning is connected with the child's preschool experiences.

D. Quality Improvement

- a. Contractor will participate in Preschool Makes a Difference Quality Improvement Rating System meetings and activities hosted by First 5 Contra Costa
- b. Performance Measure:*
 - i. Contractor will provide a brief narrative describing successes and challenges in integrating the Quality Improvement Rating System requirements and supports into Mt. Diablo Adult Education preschools.

E. Program Monitoring and Evaluation

- a. Contractor will enable the Commission to monitor the terms of the contract. Monitoring may include, but is not limited to, site visits, fiscal compliance reviews, periodic program reviews (e.g. quarterly Contractor Performance Assessment Report), review of written documentation, regular and/or special meetings with contractor, Commission's online system, hereafter called "First 5 Reports", Income and Expenditure reports, review of

ADDITIONAL PROVISIONS

program data and collection procedures, job descriptions and Contractor's agency organizational structure.

- b. Contractor will monitor agreed upon Performance Measures to be used to gauge the effectiveness of the Contractor's program.
- c. Contractor will be subject to at least one annual site visit by Commission staff, and will complete the necessary documentation and Expenditure Reports set forth in Section 4 Reporting of these Additional Provisions.
- d. Contractor will be subject to fiscal compliance site visits as deemed appropriate by the Commission. The Commission will contact the Contractor no less than five (5) working days in advance to schedule the fiscal compliance site visit.
- e. Contractor will participate in and carryout Commission identified evaluation activities necessary to ensure the accurate and timely collection of data. Contractor-specific data collection requirements are attached hereto as Attachment B and incorporated herein by this reference.
- f. Contractor's services hereunder will be in accordance with the Program Budget, which is attached hereto as Attachment A and incorporated herein by this reference. Contractor is required to submit a Budget Revision Request form to the Commission when requesting the following changes to the approved budget:
 - i. Expenditures that exceed the 10% variance allowed within budget categories 1-3;
 - ii. Request to move monies between budget categories.

4. Reporting.

- A.** Contractor will participate in training for use of the First 5 Reports system and will use the system to report quarterly progress on Performance Measures identified in this Contract, incorporated herein by this reference and the Contract Compliance Narratives, no later than the 15th of the month following the close of quarters 1-3 and no later than the 30th of the month following the close of the 4th and final quarter. Contract Compliance Narratives may include but are not limited to a description of successes and challenges in program implementation, lessons learned, service or income and expenditure discrepancies, significant staffing changes, and compelling vignettes of service consumers.
- B.** Contractor will submit a general ledger as back-up to support all expenses charged to this Contract. The general ledger should be comprehensive and include current and previous quarter expenses.
- C.** Contractor will submit the following Performance Measures, Compliance Narratives and Budget Reports on the dates set forth below:

ADDITIONAL PROVISIONS

REPORTS	TIME PERIOD	DUE
QUARTER 1	July 1, 2012 through September 30, 2012	October 15, 2012
QUARTER 2	October 1, 2012 through December 31, 2012	January 15, 2013
QUARTER 3	January 1, 2013 through March 31, 2013	April 15, 2013
QUARTER 4	April 1, 2013 through June 30, 2013	July 31, 2013

Performance Measures - Quarterly progress on meeting milestones and targets identified in this agreement. This report is to be completed using the First 5 Reports system.

Contract Compliance Narrative – Quarterly narrative on progress. This report is to be completed using the First 5 Reports system.

Expenditure Report - Written Report detailing budget expenditures. This report must be **electronically** delivered to the Commission no later than the report due date. This report is cumulative and must include current and previous quarter expenses.

5. **Commission Obligations.**

A. Contract Monitoring

- a. The Commission will monitor the terms of the contract. Monitoring may include, but is not limited to, site visits, fiscal compliance reviews, periodic reviews and discussions with contractor, review of First 5 Reports, Income and Expenditure reports, review of data collected and data collection procedures, job descriptions and organization structure of the Contractor.

6. **Payment Provisions.**

A. Payment Amounts.

Subject to the Payment Limit of this Contract the Commission will pay Contractor for all approved services, work, expenses, and costs provided or incurred by Contractor under this Contract for agreed upon services as outlined in the Program Budget which is attached hereto as Attachment A and incorporated herein by this reference. The Commission reserves the right to adjust the advance payment schedule and advance payment amounts based on the Contractor's billed expenditures submitted in the Quarterly Budget Reports. Payment amounts and schedule is as follows:

Payment 1:	Advance payment of \$22,500.00 will be paid on or about July 1, 2012
Payment 2:	Advance payment of \$22,500.00 will be paid on or about October 15, 2012
Payment 3:	Advance payment of \$22,500.00 will be paid on or about January 15, 2013
Payment 4:	Advance payment of \$22,500.00 will be paid on or about April 15, 2013
Payment 5:	One final payment of \$10,000.00 upon receipt of the final comprehensive performance report and expenditure report

ADDITIONAL PROVISIONS

- B.** Commission payments of advance payments are contingent on Contractor's submission of timely reports and demand forms as provided below.
- C.** Payment Demands. Contractor will submit Performance (P) and Budget (B) Reports within fifteen (15) days from the end of the quarters 1-3 as set forth in Section 4C above. Once the reports are received and approved by the Commission, the Commission will forward a Demand Form to the Contractor for Contractor to complete.
- D.** For quarters 1-3, Contractor is required to return the completed Demand Forms to the Commission, within thirty (30) days of Contractor's receipt of said demand. Contractor must submit the final 4th quarter Demand Form to the Commission no later than August 15, 2013.
- E.** Commission will make payment as specified in Section 6A, to Contractor within thirty (30) days of approval of said payment demands by the Executive Director of the Commission, or designee.
- F.** All unexpended funds and any funds advanced to the Contractor but not utilized for agreed-upon services must be returned to the Commission.
- G.** Funds will be made payable to:
Mt. Diablo Adult Education
1266 San Carlos Avenue
Concord, CA 94518
- H.** Penalty for Late Submission. Contractor is required to return to the Commission a timely demand for payment each quarter as specified in Section 6c Payment Demands. If the Contractor fails to submit the final quarter demand to the Commission by August 15, 2012, as provided in Section 6c, the Commission will not pay Contractor for any expenses or demands submitted after that date.
 - i.** If the Commission is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to the Commission a timely demand for payment as specified in Section 6c (Payment Demands) above, the Commission will not pay Contractor for such services to the extent Commission's recovery of funding is prejudiced by the delay, even though such services were fully provided.
- I.** Right to Withhold. The Commission has the right to withhold payment to Contractor when, in the opinion of the Commission 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.
- J.** 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 thirty (30) days of demand, Contractor will pay the Commission the full amount of the Commission's obligation, if any, to the state

ADDITIONAL PROVISIONS

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.

7. Miscellaneous Provisions.

- A. Tobacco Policy.** During the term of the contract, Contractor will not receive money or financial support from any company that sells, manufactures or distributes tobacco or alcohol products, and will not invest any money in those companies.
- B. Conflict of Interest.** Contractor, its officers, partners, associates, agents, and employees, will be prohibited from contracting with or purchasing services, supplies, equipment, or real estate from any Contractor's family member, or any organization where Contractor has a vested interest, directly or indirectly, without written consent from the Commission.
- C. Alcohol and Drug Abuse Policy.** Contractor will be subject to, support implementation of, and comply with the Commission's Alcohol and Drug Abuse Policy, adopted by the Commission, which is on file with the Commission and incorporated herein by this reference.
- D. Child Abuse Index Check.** If the services required by this contract involve the provision of direct services to children, Contractor agrees to perform the following reference checks on each employee who provides direct services to children: (a) the Child Abuse Index check; (b) the Criminal Record Clearance check by the State Department of Justice; and (c) the State Department of Motor Vehicles (DMV) record check. If any of these reference checks shows an employee has a criminal record involving crimes against children, Contractor will immediately remove that employee from providing any services pursuant to this contract.
- E. Supplantation of Funds.** Contractor warrants that the funds received pursuant to this contract supplement, and do not supplant, existing levels of service. With regard to services covered by this contract and for the term of this contract, Contractor agrees to maintain the same level of such services as it provided at the time of this contract, utilizing funds other than those provided under this contract.
- F. Acknowledgement of Funds.** All printed materials created by Contractor pursuant to this Contract will contain the following information in a type size and style appropriate to the materials. The Commission will provide camera-ready logo upon request. Contractor will follow the Style and Usage Guide, which is attached hereto as Attachment C and incorporated herein by this reference.

Made possible by funding from the



See Attachment C for directions



**ATTACHMENT A
PROGRAM BUDGET
Mt. Diablo Adult Education**

CONTRACT #13-008



FIRST 5 BUDGET FORM

FILL OUT GREEN CELLS ONLY

Contractor:	Mt. Diablo Unified School District/Mt. Diablo Adult Education
Contract Number:	13-008
Contract Period:	July 1, 2012 - June 30, 2013
Commission Initiative:	Early Care and Education

1	DIRECT PROGRAM PERSONNEL		TOTAL Program Activity BUDGET	All time allocations must be supported by monthly time activity or functional timesheet tracking documentation for all program personnel listed in this section. Please attach the Agency job description for which all staff listed in this section were hire	
		FTEs			
	a	Family Literacy Preschool Teachers	1.87		\$ 40,277.00
	b	ESL Program Assistant	0.41		\$ 21,034.00
	c	Community School Coordinator	0.23		\$ 8,418.00
	d	Family Literacy Childcare	1.90		\$ 27,782.00
	e				
	Total Wage Expenses		\$ 97,511.00		
	Fringe Benefits		\$ 18,897.00	This line item includes total wage expenses X your benefit rate percentage	
	TOTAL PERSONNEL		\$ 116,408.00		

2	DIRECT PROGRAM COSTS			These are costs that can be readily assigned to the specific program with a high degree of accuracy. These costs are 100% spent within the program and would be eliminated if the program is eliminated	
	a	Subcontractors, Consultants and Collaborative Partners			
	b				
	c				
		Total Subcontractors			\$ -
	d	ESL Preschool - Instructional Materials and Supplies			\$ 7,575.00
	e	ESL Preschool - Field Trips			\$ 2,665.00
	f	Other School Readiness			\$ 3,605.00
	g	Mileage			\$ 550.00
	h	Professional Development			\$ 540.00
	TOTAL DIRECT PROGRAM COSTS		\$ 14,935.00		

3	SHARED COSTS			These are costs that are shared between two or more activities of the organization and requires a specific procedure, basis and/or methodology for calculating the portion of the expense that is allocated to each activity.	
	a				
	b				
	c				
	d				
	e				
	f				
	TOTAL SHARED COSTS		\$ -		
	TOTAL PROGRAM COSTS		\$ 131,343.00		

4	INDIRECT (Agency Administration)			May request up to 15% of First 5 Budget Amount for Agency Administration Costs Administrative costs benefit all activities of the organization and are not allocated to program and fundraising activities, but are accounted for separately
	a	Total Agency Administrative Allocation		
b	Total FIRST 5 Agency Administration Allocation			
	TOTAL PROGRAM ACTIVITY BUDGET		\$ 131,343.00	(A) TOTAL BUDGET

5	FUNDING SOURCES other than FIRST 5 for this program/activity			List all funding streams that support this program and their total contributions	
	a	Administrative Costs above First 5 Indirect Allowance	\$ -		
	b	Your Agency Contributions			
	c	Mt. Diablo Unified School District Title I Funds	\$ 31,343.00		
	d				
e					
	TOTAL OTHER FUNDING STREAMS		\$ 31,343.00	(B) TOTAL OTHER FUNDING STREAMS	

6	TOTAL FIRST 5 PROGRAM BUDGET		\$ 100,000.00	(A) - (B)
---	-------------------------------------	--	---------------	------------------

Submitted By:	Jamie Molina	Date:	4/30/2012
Title:	Adult and Career Education Fiscal Analyst		

NOTE: It is only necessary to submit the Budget Revision Request Form when expenditures exceed the 10% variance allowed within each category (1 - 3) or when request is to move monies between budget categories. Cost savings from other categories cannot be used to increase personnel expenses without prior permission from the Commission.



**ATTACHMENT B
DATA COLLECTION REQUIREMENTS
Mt. Diablo Adult Education**

CONTRACT #13-008

Data Collection	Administration	Submission
First 5 Family Survey with Raising A Reader Pre test	Preschool staff ask parents to complete at beginning of academic year. Unique ID is assigned initially and used throughout enrollment.	Copies mailed to First 5 External Evaluator within one month of data collection.
Raising a Reader Survey (Post will be provided by External Evaluator)	Adult education staff and/or preschool staff, collect at end of year. Assign same Family ID number that matches Family Survey.	Copies mailed to External Evaluator within one month of data collection.
DRDP or PKOF child observation tool	Adult education staff in conjunction with the F5CC Program Officer will agree upon whether to continue the implementation of the PKOF or initiate the implementation of the DRDP.	Copies of the PKOF mailed to External Evaluator within one month of data collection. Submission of the DRDP would be determined at the time of implementation.
Routine Reports	Completed by Contractor.	Quarterly progress updates are entered in First 5 Reports for Performance Measures and Compliance Narratives and are due 10/15, 1/15, 4/15 and 7/31.
<p>This evaluation design may change as the Commission’s needs for information change. The Commission may participate in the Race To The Top (RTT) program administered at the state level, and the data collection and evaluation requirements from Contractors may change accordingly.</p> <p>Contractor will make reasonable efforts to enable F5CC evaluation staff to assess outcomes of this program.</p>		



ATTACHMENT C
COMMISSION LOGO STYLE AND USAGE GUIDE
Mt. Diablo Adult Education

CONTRACT #13-008