



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 26, 2017
Subject: 2017-18 Aspiranet Childcare Services Contract

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to execute a contract with Aspiranet, a nonprofit corporation, with a payment limit not to exceed \$546,000 to provide Early Head Start Program Enhancement services for the period July 1, 2017 through June 30, 2018.

FISCAL IMPACT:

The contract is 100% funded by the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Head Start. County match is not required.

CFDA Number: 93.708

County Contract Number: 38-957-3

BACKGROUND:

Contra Costa County receives funds from the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Head Start, to provide Early Head Start program services to program eligible County residents. The Department of Employment and Human Services, in turn, contracts with a number of community-based organizations to provide a wider distribution of services. This Board order establishes a contract with Aspiranet to provide coordination services of Home-based Early Head Start programs throughout the County. Aspiranet will provide services to 81 pregnant women and/or children ages birth to three years old.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 09/26/2017 ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II
Supervisor
Diane Burgis, District III
Supervisor
Karen Mitchoff, District IV
Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: September 26, 2017

David J. Twa, County Administrator and Clerk of the Board of Supervisors

ABSENT: Federal D. Glover, District V
Supervisor

By: June McHuen, Deputy

Contact: CSB (925) 681-6346

cc: Carolyn Nguyen, Haydee Ilan

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, fewer eligible families will be served by the County's Early Head Start Enhancement program.

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income pregnant women and families throughout Contra Costa County.

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number: 38-957-3
Fund/Org: 1462
Account: 2310
Other:

1. **Contract Identification.**

Department: Employment & Human Services

Subject: Home-based Early Head Start Program Enhancement

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

Contractor: Aspiranet

Capacity: Corporation

Address: 400 Oyster Point Boulevard, Suite 501, South San Francisco, California 94080

3. **Term.** The effective date of this Contract is July 1, 2017. It terminates on June 30, 2018 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed
\$ 546,000.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment 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 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 the terms and conditions contained or incorporated herein.

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

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference.

2017-18 Head Start Grantee Continuation Grant – Contra Costa County

STANDARD CONTRACT
(Purchase of Services – Long Form)

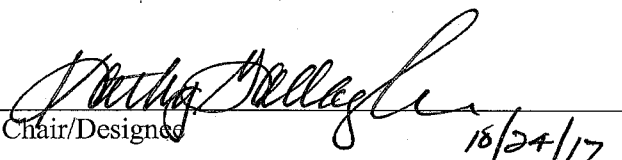
Number: 38-957-3
Fund/Org: 1462
Account: 2310
Other:

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

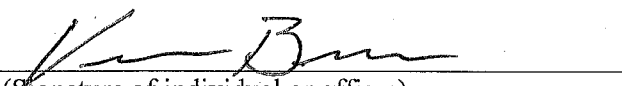
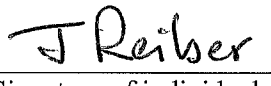
California Government Code section 26227

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

COUNTY OF CONTRA COSTA, CALIFORNIA

| | |
|---|---|
| BOARD OF SUPERVISORS By: <u></u> Chair/Designee <u>10/24/17</u> | ATTEST: Clerk of the Board of Supervisors By: _____ Deputy |
|---|---|

CONTRACTOR

| | |
|---|--|
| Signature A Name of business entity: Aspiranet By: <u></u> (Signature of individual or officer) <u>Vernon Brown, CEO</u> (Print name and title A, if applicable) | Signature B Name of business entity: Aspiranet By: <u></u> (Signature of individual or officer) <u>J REIBER CFO</u> (Print name and title B, if applicable.) |
|---|--|

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services - Long Form)

Number: 38-957-3

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)
SAN MATEO)
COUNTY OF CONTRA COSTA)

On 10-11-17 (Date),

before me, STEVE LE, NOTARY (Name and Title of the Officer),

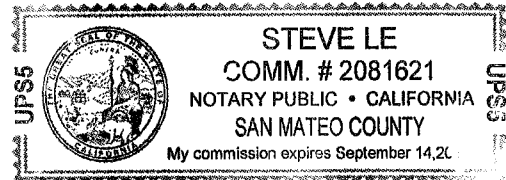
personally appeared, JOHN EMERSON REIBER,

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]
Signature of Notary Public



Place Seal Above

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

APPROVALS

RECOMMENDED BY DEPARTMENT

By: [Signature]
Designee

FORM APPROVED BY COUNTY COUNSEL

By: [Signature]
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: [Signature]
Designee

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services - Long Form)

Number: 38-957-3

ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

On 10/12/2017 (Date),

before me, SPENCER MENESES NOTARY PUBLIC (Name and Title of the Officer),

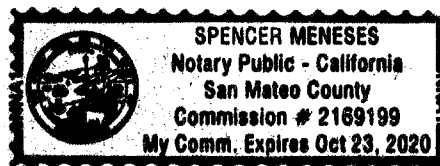
personally appeared, VERNON BROWN,

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

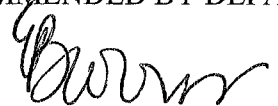


Place Seal Above

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

APPROVALS

RECOMMENDED BY DEPARTMENT

By: 
Designee

FORM APPROVED BY COUNTY COUNSEL

By: 
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. \$500.00 per unit, as defined in the Service Plan, or
- ☐ c. \$ after completion of all obligations and conditions herein.
- ☐ d. Other: .

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: JP ES
Contractor County Dept.

SERVICE PLANA. Contractor's Obligations.

1. **Contract Program Regulations.** Contractor shall administer and operate a comprehensive early childhood care and education services program to for pregnant women and children ages birth to 3 years who meet the financial eligibility requirements of the **Early Head Start** and **Head Start** program and who are currently enrolled in the Contractor's program. Program activities shall be provided by the Contractor in accordance with the Head Start Program Performance Standards 1302, 1303, 1305, and the Head Start Act of 2016 incorporated herein by reference, a copy of which will be provided to the Contractor, and in accordance with the attached *Head Start & Early Head Start Partner Agencies 2017-18 Comprehensive Services Protocols* (Exhibit A).
2. **Contract Services.** Contractor shall:
 - a. Provide Early Head Start program enhancement services for a maximum of 81 program slots for eligible pregnant women and/or children ages birth to 3 years, per month, currently enrolled in Contractor's existing childcare program.
 - b. Early Head Start home-based program must:
 - 1) Provide one home visit per week per family that lasts at least an hour and a half and provide a minimum of 46 visits per year; and,
 - 2) Provide, at a minimum, 22 group socialization activities distributed over the course of the program year.
 - c. 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 receipt of the report or citation.
 - d. 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 and any subsequent amendments regarding the qualifications of Home Educators.
- 3) Home Visitors: Agency must ensure home visitors providing home-based education services:
 - i. Have a minimum of a home-based CDA credential or comparable credential, or equivalent coursework as part of an associate's or bachelor's degree; and,
 - ii. Demonstrate competency to plan and implement home-based learning experiences that ensure effective implementation of the home visiting curriculum and promote children's progress across the standards described in the Head Start Early Learning Outcomes Framework: Ages Birth to Five, including for children with disabilities and dual language learners, as

SERVICE PLAN

appropriate, and to build respectful, culturally responsive, and trusting relationships with families.

- 4) Provide County with copies of college transcripts, college degrees, and teaching credentials of all Contractor staff providing services under this Contract.
- 5) 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.
- 6) 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. Complete and submit Parent Involvement Officer Checklist once per year in October.

SERVICE PLAN

- g. 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.
- h. 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
 - 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
 - ix. Roster of children with food allergies with accompanying medical statements and evidence of agency'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.

SERVICE PLAN

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.
5. **Start-Up Funding.** Spend start-up funds solely for the purchase of needed office set-up, including furniture, equipment and supplies; learning environment and care supplies and/or furniture, staff salaries, general program expenses related to start-up, and equipment for necessary environmental modifications; as well as screening, training and orientation of Home Educators. Other needed expenses ordinarily incurred during the start-up period are allowed with approval from the County.

B. Payment Provisions.

1. **Early Head Start Enhancement Services.** Contractor will be compensated at a rate of \$500 per unit of service for up to 81 slots for program-eligible women and children ages birth to 3 years. One unit of service is defined as one month of Early Head Start Program Enhancement services for one program slot, not to exceed 12 months.
2. **Start-up Funding.** Payment shall not exceed \$60,000 and shall be used in accordance with contractor's obligations described in section A.5 of this Service Plan. All expenses must be incurred during the start-up period, July 1, 2017 to December 31, 2017. If a balance of Startup funds exists on December 31, 2017, it will be forfeited by the Contractor.
3. **Programmatic and Fiscal Reports.** Contractor shall provide required programmatic and fiscal reports in the form, time period, and content as required by the County.

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.



Contractor



County Dept.

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



Contractor



County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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 Contractor 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.**
- 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.
 - 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.
 - 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

VB
Contractor

VB
County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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.


Contractor


County Dept.

SPECIAL CONDITIONS1. Provision for Federally-Funded Head Start program.

- A. 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.
- B. 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 the Congress which may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, this contract shall be amended to reflect such reduction.

2. Termination. Paragraph 5 (Termination and Cancellation), sub paragraph a. Written Notice of the *General Conditions* is hereby deleted and replaced with the following:

5.a. Written Notice. This contract may be terminated by either party, in its sole discretion, upon 90 day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

All other sections of Paragraph 5 (Termination and Cancellation) remain unchanged.

3. 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.

SPECIAL CONDITIONS

- 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.
4. **Employee and Contractor Status.** In addition to paragraph 14. (Independent Contractor Status) of the *General Conditions*, 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.
5. **Special Compliance with Law.** In addition to paragraph 1. (Compliance with Law) of the *General Conditions*, 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.

SPECIAL CONDITIONS

6. **Termination of Head Start Program.** 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.
7. **Political Prohibition.** Subject to applicable State and Federal laws, money paid pursuant to the Contract 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.
8. **Religious Prohibition.** There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Contract.
9. **Head Start Regulations Regarding Smoking.** Contractor shall comply with Head Start regulations regarding smoking and maintaining a smoke-free environment.
10. 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 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,

SPECIAL CONDITIONS

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.
11. **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 60-741.32. 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.
12. **Certification Regarding a Drug Free Workplace.** Contractor certifies that it will provide a drug-free workplace by:
- A. 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.
 - B. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;

SPECIAL CONDITIONS

2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. 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 A. above.
- D. Notifying the employee in the statement required by subparagraph A. that, as a condition of employment under this Contract, the employee will:
1. Abide by the terms of the statement; and
 2. 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.
- E. Notifying the County within ten (10) days after receiving notice under subparagraph D.(2), from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph D.(2), with respect to any employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. 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.
13. **Laws, Regulations, and Performance Standards.** Contractor will ensure that all applicable Federal, State, and County laws, regulations, and Performance Standards 1301, 1302, 1304, 1305, 1308 are followed in the operation of its child care facility. Contractor shall also maintain for the term of this Contract a current Child Care license issued by the California Department of Social Services, providing County with a copy of the license and notifying County in writing of any changes in the status of license.
14. **Additional Head Start Program Conditions.** Contractor agrees and understands that the U.S. Department of Health and Human Services, Office of Human Development Services (HDS), Administration for Children and Families (ACF)--Project Head Start Terms and Conditions, which by this reference are incorporated herein and made a part hereof as if fully set forth, are deemed to be Special Conditions of this Contract for the Head Start program. Contractor agrees to abide by and comply with all DHHS/HDS/ACF Project Head Start Terms and Conditions.

- 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
Subrecipient 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
Subaward 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. Pass-through Entity -- Title 2 CFR section 200.74
Pass-through entity 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 the County of Contra Costa.
- IV. The Subrecipient is Aspiranet.
- V. The Subrecipient's unique identification number is 178401931.
- VI. If applicable, the Federal Award Date is June 1, 2017-July 1, 2018.
- VII. If applicable, the Federal Award Identification Number (FAIN) is 09CH9115-04-01.
VIII. The Subaward Period of Performance is from June 1, 2017 to July 1, 2018.
- IX. The total amount of Federal Funds Obligated to the subrecipient in this Federal subaward award is: \$1,547,500.
- 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 federally 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.