July 16, 2014

TO: Santa Clara County Board of Education

FROM: Mary Ann Dewan, Ph.D.
Interim County Superintendent of Schools

Lisa Kaufman, Ph.D., Director
Early Learning Services Department

Ana Trujillo, Director
Head Start Program

SUBJECT: Approval of Contract over $250,000 with Kidango, Inc.

Associated Goals
Goal 1: Improve student equity and reduce access discrepancies to high quality education
Goal 2: Provide support to districts, communities, schools and students

Background
The Head Start Program is requesting Board of Education approval of the contract between SCCOE and Kidango, Inc. This contract was included in the Head Start grant application for the 2014-2015 funding year and requires an increase in the number of students served for the school year. The cost of this contract is $788,130.40 per year times 3 years.

Fiscal Implications
Funds for these expenditures are incorporated in the Head Start FY 2014-15 budget.

<table>
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<tr>
<th>Description</th>
<th>FY 14-15</th>
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<tr>
<td>Kidango, Inc. contract</td>
<td>$2,364,391.20</td>
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Requested Action
Approve contract over $250,000 with Kidango, Inc.
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated for convenience July 14, 2014 and is entered into between Kidango, Inc. (hereinafter "Contractor" or "Consultant") and the Santa Clara County Office of Education (hereinafter "SCCOE").

RECITALS

Whereas, the SCCOE desires Contractor to provide professional services as detailed in Appendix A ("Description of Services") herein, and

Whereas, Contractor represents itself as able and, for a consideration, willing to perform the services outlined in Appendix A ("Description of Services") herein,

Now, therefore, the parties enter into this Agreement for Contractor to provide professional services to the SCCOE as detailed herein. This Agreement attaches and incorporates by reference as though fully set forth herein the following documents: W-9 Form, Criminal Background/Tuberculosis Clearance Written Certification Form, Contractor's Disclosure Form Regarding SCCOE Officials, Appendix A – Description of Services, Appendix B – Calculation of Charges, and General Conditions to Professional Services Agreement, (collectively constituting the "Agreement"). The following documents shall also be attached to this Agreement: (1) Insurance certificates and (2) Endorsement (See Section 9 for Insurance and Endorsement requirements).

A. TERM; EFFECTIVE DATE
This Agreement shall become effective only upon proper execution by the parties and terminate on June 30, 2017.

B. SERVICES CONTRACTOR AGREES TO PERFORM
Contractor agrees to perform the services provided for in Appendix A ("Description of Services") of this Agreement.

C. COMPENSATION
The breakdown of costs and payment schedule associated with this Agreement are detailed in the attached Appendix B ("Calculation of Charges"). Contractor shall submit invoices for services rendered to the SCCOE within thirty (30) days of service rendered. Contractor shall furnish invoices in a form acceptable to the SCCOE. All rendering amounts paid by the SCCOE to the Contractor shall be subject to audit by the SCCOE. Upon receipt of an acceptable invoice, payment shall be made in a reasonable time upon approval by SCCOE Branch Chief, in his or her sole discretion that the services, set forth in Section B ("Services Contractor Agrees to Perform") of this Agreement, have been rendered satisfactorily, and in a professional and timely manner in accordance with this Agreement. Such payment shall be made to the address specified in Section D ("Notice to the Parties"). If the SCCOE and Contractor mutually agree that the scope of work described herein is increased, the Agreement may also be increased provided that there is a prior written modification to the Agreement in accordance with Section 24 ("Modification of Agreement") of the General Terms and Conditions. It shall be the responsibility of the Contractor to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount may not be compensated. In no event shall the SCCOE be liable for interest or late charges for late payments.
GENERAL CONDITIONS TO PROFESSIONAL SERVICES AGREEMENT

1. AVAILABILITY OF FUNDS AND BUDGET AND FISCAL PROVISION AND TERMINATION IN THE EVENT OF NON-APPROPRIATION
   a. This Agreement is subject to the budget and fiscal policies, regulations and practices of the SCCOE, and approval and appropriation of funds for this Agreement. Charges will accrue only after prior written authorization is provided by the authorized representative of SCCOE and proper execution of this Agreement by the parties.
   b. The amount of the SCCOE's obligation hereunder shall not at any time exceed the amount herein stated.
   c. The SCCOE has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
   d. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.
   e. This section controls against any and all other provisions of this Agreement.

2. DISALLOWANCE
   a. If Contractor claims or receives payment from the SCCOE for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to the SCCOE upon the SCCOE's request. At its option, the SCCOE may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement.
   b. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal or state programs. Contractor acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

3. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES
   Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a consultant, who submits a false claim, shall be liable to the SCCOE for three times the amount of damages which the SCCOE sustains because of the false claim. A person who commits a false claim act shall also be liable to the SCCOE for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the SCCOE for a civil penalty of up to ten thousand dollars ($10,000) for each false claim. A person will be deemed to have submitted a false claim to the SCCOE if the person:
   a. knowingly presents or causes to be presented to an officer or employee of the SCCOE, a false claim for payment or approval;
   b. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the SCCOE;
   c. conspires to defraud the SCCOE by getting a false claim allowed or paid by the SCCOE;
   d. has possession, custody, or control of public property or money used or to be used by the SCCOE and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;
   e. is authorized to make or deliver a document certifying receipt of property used or to be used by the SCCOE and knowingly makes or delivers a receipt that falsely represents the property used or to be used;
   f. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;
   g. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the SCCOE; or
   h. is a beneficiary of an inadvertent submission of a false claim to the SCCOE, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the SCCOE within a reasonable time after discovery of the false claim.

4. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK
   No payment shall in any way lessen the liability of Contractor to remedy or replace unsatisfactory work, service, equipment, or materials, if the unsatisfactory character of such work, service, equipment or materials was not detected at the time of payment. Service, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the SCCOE and in such case must be remedied or replaced by Contractor without delay at no additional cost to the SCCOE.
5. **QUALIFIED PERSONNEL**
Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with the SCCOE’s reasonable requests regarding assignment of personnel, but all personnel, including those assigned at the SCCOE’s request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project schedule specified in this Agreement.

6. **RESPONSIBILITY FOR EQUIPMENT**
The SCCOE shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by the SCCOE.

7. **TAXES**
Contractor shall pay all taxes levied in connection with this Agreement, or the services delivered pursuant hereto.

8. **INDEPENDENT CONTRACTOR**
   a. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of the SCCOE. Contractor shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the SCCOE and Contractor or its agents and employees.
   b. Any terms in this Agreement referring to direction from the SCCOE shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as the means by which such a result is obtained. The SCCOE does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the SCCOE and Contractor or its agents and employees.
   c. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the SCCOE’s payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement under Section C., “Compensation”. Contractor shall refund any amounts necessary to effect such reduction.
   d. Contractor shall also complete and file with the SCCOE the attached W-9 form.

9. **INSURANCE**
   a. Without in any way limiting Consultant’s liability pursuant to the “Indemnification” section of this Agreement, Consultant shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:
      1) Commercial General Liability Insurance with limits not less than $1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (including coverage for claims of sexual abuse and molestation).
      2) Workers’ Compensation Insurance, with Employer’s Liability limits not less than $1,000,000 (one million dollars) each accident.
      3) Professional Liability (E & O) Insurance with limits not less than $1,000,000.00 (one million dollars) each occurrence and in the aggregate. Coverage must at a minimum apply to negligent Errors and Omissions arising out of professional services, performed under the contract, with any deductible not to exceed $100,000 each claim.
   b. Commercial General Liability policy must provide the following:
      1) Name as Additional Insured the Santa Clara County Office of Education, its Board, officers and employees.
      2) That such policy is primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
   c. If any policies are written on a claims-made form, Consultant agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.
   d. The Consultant shall provide the SCCOE with the appropriate certificate(s) of insurance prior to commencing performance. The Consultant shall also be obligated to notify the SCCOE in writing at
least 30 (thirty) days in advance of any cancellation, non-renewal or reduction of any of its insurance policies required under this Agreement. Consultant also understands and agrees that the SCCOE may withhold payment for services performed for any violations of the insurance provisions of this Agreement.

10. INDEMNIFICATION
   a. With respect to professional services to be provided under this Agreement, the Consultant shall indemnify and hold harmless the SCCOE, its Board, agents, and employees from and against any and all actions, claims, damages and losses, including attorney’s fees that may arise out of or in any way result from the negligent or intentional acts, errors, or omissions of Consultant.
   b. With respect to claims arising under Consultant’s general liability coverage, the Consultant shall indemnify and hold harmless the SCCOE, its agents, and employees from and against any actions, claims, damages or loss, including attorney’s fees that may arise out of or in any way result from Consultant’s activities in the performance of its services under this Agreement.
   c. The Consultant will not, and will not permit its officers, employees and/or agents, to infringe on any patent right, copyright, trade secret or any other proprietary right or trademark of the SCCOE in the performance of services under this Agreement. The Consultant shall not disclose to third parties any details of its services for the SCCOE or the actions, inactions or decisions of the Agency, other than disclosure to third parties of the fact that the Consultant represented the SCCOE in the particular publicly known transactions on which the Consultant works on the SCCOE’s, and to describe in general terms only, the Consultant’s role, the services Consultant performed, and the nature of such transactions. Such disclosures may be made to current or prospective clients of the Consultant or to others, and may consist of announcements and advertisements placed at the Consultant’s own expense in legal, business, financial and other periodicals and publications.

11. LIABILITY OF SCCOE
   SCCOE’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED FOR IN SECTION C (“COMPENSATION”) OF THIS AGREEMENT. SCCOE SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS IN CONNECTION WITH THIS AGREEMENT.

12. DEFAULT; REMEDIES
   a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:
      1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in this Agreement.
      2) Contractor (A) is generally not paying its debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement of any other petition in bankruptcy or for liquidation or to take advantage or any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction, (C) makes an assignment for the benefit of its creditors, (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor’s property, (E) takes action for the purpose of any of the foregoing, or (F) is the subject of any order of a court or government authority related to the Federal Bankruptcy Act.
   b. On and after any Event of Default, the SCCOE shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement for cause or to seek specific performance of all or any part of this Agreement. In addition, SCCOE shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to the SCCOE on demand all costs and expenses incurred by the SCCOE in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The SCCOE shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between SCCOE and Contractor all damages, losses, costs, or expenses incurred by the SCCOE as a result of such Event of Default due from Contractor pursuant to the terms of this Agreement.
   c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules, regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.
13. **TERMINATION**

a. It is expressly understood and agreed that in the event the Consultant fails to perform its obligations under this Agreement, this Agreement may be terminated for cause by the SCCOE and all the Consultant's rights hereunder ended. Termination for cause shall be upon ten (10) days written notice to Consultant, and no work will be undertaken by Consultant after receipt of the notice. In the event this Agreement is terminated by the SCCOE pursuant to this paragraph; the Consultant shall be paid for services performed up to the date of termination.

b. It is further understood and agreed that the SCCOE may terminate this Agreement for the SCCOE's convenience and without cause at any time by giving the Consultant thirty (30) days written notice of such termination. In such an instance, the Consultant shall be entitled to compensation for services performed up to the effective date of termination.

c. Upon receipt of written notice that this Agreement is terminated, the Consultant will submit an invoice to the SCCOE for an amount that represents the value of services actually performed up to the date of termination for which the Consultant has not previously been compensated as provided for herein. Upon approval and payment of this invoice by the SCCOE, the SCCOE shall be under no further obligation to the Consultant, monetarily or otherwise.

14. **CONFLICT OF INTEREST**

a. Conflict of Interest Standards. The following is a brief overview of conflict of interest laws and policies. Contractor is responsible to know, and comply with, the full requirements of the law.

1) Under the California Political Reform Act (CPRA), codified in part as Government Code section 1090 and sequential, and section 87100 and sequential: No public official shall make, participate in making, or in any way attempt to use his or her official position, to influence a contract on behalf of the public agency when he or she knows, or has reason to know, that he or she has a personal financial interest in that contract.

2) Government Code section 1090 defines “making” a contract broadly to include actions that are preliminary or preparatory to the selection of a contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting bids and requests for proposals, and/or participating in preliminary discussions or negotiations. (Cal. Govt. Code § 1090)

3) State law limits the amount of gifts that may be received by public officials from a single source during a calendar year. In 2013, the gift limit is $440 per source per calendar year. (See e.g. Cal. Govt. Code 89503; 2 CCR 18940.2. See also www.fppc.ca.gov)

4) State law prohibits, with limited exceptions, certain former local public officials from appearing before their former public agency for the purpose of influencing a governmental decision for 12 months from the date the former employee left that public agency. (Cal. Govt. Code § 87406.3)

5) State law bars a public agency employee from making governmental decisions regarding an organization which is engaged in employment negotiations with that public agency employee. (Cal. Govt. Code § 87407)

6) Contractors and their representatives may be required to disclose economic interests that they hold that could foreseeably be affected by the exercise of their public duties. If applicable, Contractors/representatives must submit a disclosure filing called a Statement of Economic Interests or “Form 700." (Cal. Govt. Code §§ 81000-81015; SCCOE Board Rules and Procedures 9270, "Conflict of Interest Code")

b. Obligations of Contractor. It is the obligation of the Contractor, as well as any subcontractors, to determine whether or not participation in a contract may constitute a conflict of interest. While the SCCOE staff maintains records regarding the award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the SCCOE. The determination of the potential for a conflict must be made by the Contractor. Contractor is responsible to notify the SCCOE immediately if it finds that a potential conflict may exist.

c. Consultation with Counsel. The SCCOE strongly advises any Contractor, and any proposing/bidding firm, to consult with its legal counsel to determine whether a conflict of interest may exist. It is the responsibility of a Contractor, or a proposing/bidding firm, to make that determination.

d. Consequences of a Violation. Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. The government agency can seek repayment from the Contractor of any amounts already paid, and refer the matter to appropriate authorities for prosecution. Additional consequences may also apply.
e. Disclosure Requirement. Contractor will submit to the SCCOE a list of all of Contractor's employees (including owners) who are also current SCCOE Board members or employees, or former SCCOE Board members or employees in the last year. Contractor will submit the attached "Contractor's Disclosure Form Regarding SCCOE Officials." Contractor will update this form with SCCOE, as needed, during the term of this Agreement. Exception: Public agencies that provide contract services to the SCCOE are not subject to this disclosure requirement.

f. Compliance with Gift Limits. Contractor will abide by legal gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to SCCOE officials, and in order not to place SCCOE officials in conflict with any specific gift restrictions: (1) No Contractor or representative thereof shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any SCCOE contracting or procurement official at any time. (2) No Contractor or representative thereof shall offer or give, directly or indirectly, any gifts in a calendar year to a SCCOE official which exceed the allowable gift limit. (See e.g. Cal. Govt. Code 89503; 2 CCR 18940.2. See also www.fppc.ca.gov)

15. PROPRIETARY INFORMATION OF SCCOE
   a. Contractor understands and agrees that, in connection with this Agreement, the Contractor may have access to proprietary or confidential information which may be owned or controlled by the SCCOE and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the SCCOE, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the SCCOE to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary or confidential information.
   b. Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential. Contractor shall only access confidential student information pursuant to prior written parental consent, legitimate educational interest in performing duties on behalf of SCCOE under this Agreement, or other provisions of federal and state law permitting access to confidential student information. Contractor shall not use confidential student data for any purposes other than providing services to the SCCOE pursuant to this Agreement. Contractor shall not re-disclose confidential student information to any third party without the prior written consent of the SCCOE and any such re-disclosure shall be consistent with state and federal law.
   c. The confidentiality provisions of this Section shall survive the termination or expiration of this Agreement.

16. OWNERSHIP OF THE RESULTS
   Any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer data files and media or other documents prepared by Contractor in connection with services to be performed under this Agreement, shall be the property of and be promptly transmitted to the SCCOE. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent that such retention and use complies with Section 15 of this Agreement ("Proprietary Information of SCCOE").

17. AUDIT AND INSPECTION OF RECORDS
   The Consultant agrees to maintain and make available to the SCCOE accurate accounting and other records relative to its obligations under this Agreement. The Consultant will participate promptly and cooperatively in any audits conducted by the SCCOE or its nominee, and permit the SCCOE or a representative to audit, examine and make copies from such books and records, and to perform audits related to all matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three years after a final payment under this Agreement or until after final audit has been completed, whichever is later.

18. SUBCONTRACTING
   The Consultant is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement unless such subcontracting is agreed to in writing and executed in the same manner as
this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

19. **ASSIGNMENT**

It is understood and agreed that the services to be performed by the Consultant are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the SCCOE.

20. **NON DISCRIMINATION**

Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

21. **CRIMINAL BACKGROUND CHECKS**

a. **Criminal Background Check**

1) Contractor is required to comply with the criminal background check provisions of Education Code Section 45125.1. Contractor will conduct criminal background checks with the California Department of Justice (CDOJ) for all Contractor employees, agents, and volunteers assigned to the SCCOE, and will certify that no employees, agents, or volunteers who have been convicted of serious or violent felonies as specified, will have contact with SCCOE pupils pursuant to this Agreement. This prohibition does not apply to an employee, agent or volunteer who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1.

2) Contractor will provide the SCCOE with a list of all employees, agents and volunteers who have cleared the criminal background check, as detailed above, and who will have contact with SCCOE pupils pursuant to this Agreement, and specify to which sites they will be assigned.

3) Contractor will be responsible for the costs of the criminal background checks.

4) As written certification of its compliance with this Section, Contractor will complete and submit the Criminal Background Check/Tuberculosis Clearance Certification Form ("CBC/TB form") (ATTACHED).

5) For any Contractor employees, agents or volunteers that Contractor hires subsequent to Contractor's initial submission of the CBC/TB form to SCCOE, Contractor will conduct background checks and submit additional CBC/TB forms to SCCOE, as required.

6) The criminal background check requirement applies only to Contractor's employees, agents or volunteers who will have more than limited contact with students. Contractor's employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet criminal background check requirements. If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with SCCOE students, the SCCOE's Cabinet-level Administrator supervising this Agreement has the responsibility to make a reasonable determination of whether Contractor, its employees, agents or volunteers will have only limited contact with students.

c. **Subsequent Arrest Notification**

1) In addition to the initial criminal background check, Contractor will obtain subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have contact with SCCOE students, and is responsible for all costs associated with these subsequent notifications.

2) Upon receipt of notice that any of its employees, agents, or volunteers has been arrested or convicted of a serious or violent felony as described in EC 45125 .1 (citing 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as described in EC 44011, Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with pupils, and will immediately notify SCCOE.

3) Failure by Contractor to comply with this Section may result in termination of this Agreement at the SCCOE's sole discretion.
22. **TUBERCULOSIS TESTING**
   a. Contractor agrees that all of its employees, agents or volunteers whose functions require frequent or prolonged contact with students will complete tuberculosis testing the same as the testing that is described in California Education Code section 49406. The examination shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an x-ray of the lungs. Thereafter, the Contractor shall ensure that its employees, agents or volunteers who are skin test negative have undergone the foregoing examination at least once every four years if the Contractor is still rendering services to the SCCOE.
   b. The Contractor shall be responsible for the costs of the examination.
   c. Contractor shall submit written certification to the SCCOE, using the attached Criminal Background Check/Tuberculosis Clearance Written Certification Form, that its employees, agents or volunteers who will have frequent or prolonged contact with students have passed the tuberculosis test requirements. Contractor shall list such employees, agents or volunteers by name and date of test on the Criminal Background Check/Tuberculosis Clearance Written Certification Form.
   d. The tuberculosis testing requirement applies only to Contractor’s employees, agents or volunteers who will have frequent or prolonged contact with students. Contractor’s employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet tuberculosis testing requirements. If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with SCCOE students, the SCCOE’s Cabinet-level Administrator supervising this Agreement has the responsibility to make a reasonable determination of whether Contractor, its employees, agents or volunteers will have no contact or only limited contact with students.
   e. Contractor shall ensure that only its employees, agents or volunteers who have submitted to and passed a TB test will have frequent or prolonged contact with students. Contractor will maintain on file in Contractor's offices current documentation that each of its employees, agents or volunteers who will have frequent or prolonged contact with students meets tuberculosis testing requirements.

23. **WAIVER**
   Either party’s failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement’s terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

24. **MODIFICATION OF AGREEMENT**
   This Agreement may only be modified or amended by written instrument executed and approved in the same manner as this Agreement.

25. **DISPUTE RESOLUTION**
   a. Prior to any action or resort to any legal remedy, SCCOE and Contractor agree to exercise reasonable efforts, and to negotiate in good faith, to amicably resolve any dispute that may arise concerning the performance by either party of their obligations under this Agreement. If SCCOE’s and Contractor’s project managers cannot resolve disputes through such negotiations, then the Parties’ project managers will escalate the dispute to their respective executives who shall have authority to resolve the controversy and who are at a higher level of management than the project managers.
   b. In such event, either SCCOE or Contractor shall give the other party written notice of any dispute not resolved by good faith negotiations between the Parties’ respective project managers. Within fifteen (15) days after delivery of such initial notice, the receiving party shall submit to the other a written response. Both the initial notice, and the response, shall include (i) a statement of that party’s position, (ii) a summary of arguments supporting that position, and (iii) the name and title of the executive who will represent that party and of any other person who will accompany the executive.
   c. Within thirty (30) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
   d. If the executives cannot resolve the dispute to the satisfaction of both Parties, then SCCOE and Contractor may attempt to mutually agree on the conditions under which such unresolved disputes can be referred to mediation or non-binding arbitration. If the parties do not mutually agree to
mediation or non-binding arbitration, or mutually select a mediator or arbitrator for the dispute, or such efforts do not resolve the dispute, then either party may pursue any remedy available under California law.

26. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**
Contractor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

27. **COMPLIANCE WITH LAWS**
Contractor shall keep itself fully informed of the applicable state and federal law affecting the performance of this Agreement, and shall at all times comply with such laws as they may be amended from time to time.

28. **GOVERNING LAW; VENUE**
This Agreement shall be governed by the laws of the State of California. The venue for all litigation relative to this Agreement shall be Santa Clara County.

29. **SECTION HEADINGS**
The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

30. **ENTIRE AGREEMENT**
The entire Agreement between the parties is included herein and no warranties, expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.

31. **EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS**
   a. Original copies of this Agreement shall be executed by the respective party's authorized signatory(ies).
   b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

32. **SEVERABILITY**
If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

(Continued on the next page.)
33. **NOTICE TO PARTIES**
All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

**NOTICE TO THE SCCOE OFFICE:**
Santa Clara County Office of Education  
Branch: Student Services Branch  
1290 Ridder Park Drive, MC #225  
San Jose, CA 95131  
Ph: (408) 453-6687  
Fax: (408) 453-6894  
Email: adolfo_pando@sccoe.org

**NOTICE TO THE CONTRACTOR:**

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>Kidango, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTACT PERSON NAME</td>
<td>Paul Miller</td>
</tr>
<tr>
<td>STREET ADDRESS</td>
<td>44000 Old Warm Springs Blvd</td>
</tr>
<tr>
<td>CITY</td>
<td>Fremont</td>
</tr>
<tr>
<td>STATE</td>
<td>CA</td>
</tr>
<tr>
<td>ZIP</td>
<td>94538</td>
</tr>
<tr>
<td>TELEPHONE</td>
<td>(650) 897-6925</td>
</tr>
<tr>
<td>FAX</td>
<td></td>
</tr>
<tr>
<td>EMAIL ADDRESS</td>
<td><a href="mailto:pmiller@kidango.com">pmiller@kidango.com</a></td>
</tr>
</tbody>
</table>
34. **SIGNATURES OF THE PARTIES**

IN WITNESS WHEREOF the parties hereto have executed this Agreement on **July 17, 2014**.

For Kidango, Inc. __________________________ For SANTA CLARA COUNTY OFFICE OF EDUCATION

APPROVED BY: 

Paul Miller, Executive Director

Print Name/Title

Signature Date

APPROVED BY: 

Mary Ann Dewan, Ph.D., Interim County Sup.

Print Name/Title

Signature Date

All contractual agreements to exceed $100,000 shall require prior approval of the Santa Clara County Board of Education (BP 3312, AR 3310).

Board Approval Date: ______________________

*If amount exceeds $100,000

<table>
<thead>
<tr>
<th>SCCOE USE ONLY:</th>
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<tbody>
<tr>
<td>Initiator:</td>
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<tr>
<td>Manager:</td>
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<tr>
<td>Director:</td>
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<tr>
<td>Chief:</td>
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</table>
APPENDIX A

The Consultant shall provide the following services:

See attached Exhibit A - Scope of Work.
Appendix B
Calculation of Charges

Total Cost of the Agreement (Not to Exceed Amount) shall be: $2,364,391.20

COMPENSATION TO CONTRACTOR
SHALL NOT EXCEED THE AMOUNT AUTHORIZED BY THIS AGREEMENT.

The rate* breakdown is as follows:
(Please specify if rate is hourly, daily or flat rate)
*Rate increases or changes must have prior written approval from the SCCOE’s Branch Chief.

See attached Exhibit B for payment provisions.

The cost of the agreement is $788,130.40 per year X 3 years = $2,364,391.20

NOTE: All contractual agreements to exceed $100,000 shall require prior approval of County Board
(BP 3312, AR 3310)
Santa Clara County Office of Education
Criminal Background Check/Tuberculosis Clearance Written Certification Form

Name of Independent Contractor/Service Provider: 

*Provided as a summary only; the provisions in the Agreement regarding this subject matter shall control. Direct services to students must be performed on school grounds.

Contractor shall check the applicable boxes and fill in any applicable blanks.

<table>
<thead>
<tr>
<th>CRIMINAL BACKGROUND CHECK</th>
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<tbody>
<tr>
<td>1. Contractor/Contractor’s employees, agents or volunteers will <strong>ONLY HAVE LIMITED OR NO CONTACT</strong> with SCCOE students (as defined by SCCOE) in the performance of this Agreement. By checking this box, Contractor certifies that its employees, agents, volunteers will have no contact, or only limited contact, with SCCOE students in the performance of this Agreement.</td>
</tr>
</tbody>
</table>
| 2. Contractor/Contractor’s employees, agents or volunteers, listed here/attached, will have **MORE THAN LIMITED CONTACT** with SCCOE students (as defined by SCCOE) in the performance of this Agreement. 
**INSERT NAMES OF EMPLOYEES**
(Attach and sign additional pages, as needed.)
By checking this box, Contractor certifies that the employee(s), agent(s), volunteer(s) noted above/attached fingerprinted under procedures established by the California Department of Justice and the FBI, and the results of those fingerprints reveal that none of these individuals have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code, and Contractor certifies that it has requested subsequent arrest notification for these individuals. |

<table>
<thead>
<tr>
<th>TUBERCULOSIS CLEARANCE</th>
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<tbody>
<tr>
<td>3. Contractor/Contractor’s employees, agents or volunteers will <strong>ONLY HAVE LIMITED OR NO CONTACT</strong> with SCCOE students (as defined by SCCOE).</td>
</tr>
</tbody>
</table>
| 4. Contractor/Contractor’s employees, agents or volunteers, listed here/attached, will have **MORE THAN LIMITED OR PROLONGED CONTACT** with SCCOE students (as defined by SCCOE) in the performance of this Agreement, and have cleared a TB Test (within the past year, four years if a chest x-ray). 
**INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE**
(Attach and sign additional pages, as needed.) |

**Further Certification by Contractor:** "I hereby certify on behalf of Contractor that the information provided herein is true and accurate. I further agree that during the term of this Agreement, if Contractor learns of additional information that differs from the responses provided above, including but not limited to hiring new personnel and/or notice of a subsequent arrest, Contractor will immediately forward this information to SCCOE. If Contractor receives any subsequent arrest notification, I certify that Contractor will immediately notify SCCOE and bar such employee/agent/volunteer from performing any services under this Agreement that involve any contact with students."

Contractor Signature __________________________ Date ____________

Print name of Signatory __________________________
Santa Clara County Office of Education  
Contractor's Disclosure Form Regarding SCCOE Officials

To be completed by Contractor:

Name of Contractor:

Are any of Contractor's employees (or owners) ALSO current SCCOE employees/Board members, or former SCCOE employees/Board members within the last year?  (Check "Yes" or "No" as applicable.)

☐ NO. None of Contractor's employees (or owners) are ALSO current SCCOE employees/Board members, or former SCCOE employees/Board members within the last year.

☐ YES. Contractor's employees (or owners) listed in the table below are ALSO current SCCOE employees/Board members, or former SCCOE employees/Board members within the last year. (Complete the table below. The list may be continued on an additional page as needed.)

<table>
<thead>
<tr>
<th>NAME of current SCCOE employee/Board member, or former SCCOE employee/Board member within the last year, who is ALSO Contractor's employee (or owner):</th>
<th>JOB TITLE(S) AT SCCOE of current SCCOE employee/Board member, or former SCCOE employee/Board member within the last year, who is ALSO Contractor's employee (or owner):</th>
<th>DATE on which individual left SCCOE employment/Board. Or, if the individual is currently an SCCOE employee/Board member, write &quot;current.&quot;</th>
<th>If individual is a current SCCOE employee/Board member, how is he/she to be paid? (i.e., through SCCOE Human Resources or Contractor plans to pay directly, etc.)</th>
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</table>

Certification by Contractor:

On behalf of Contractor, I hereby certify that, to Contractor's knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Agreement, if Contractor learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current SCCOE employees or Board members, or former SCCOE employees or Board members within the last year. Contractor will promptly update this form with the SCCOE.

Contractor's Signature __________________________________________ Date __________

Print Name of Signatory

Page 15 of 16
Form W-9
Request for Taxpayer Identification Number and Certification
Give Form to the requestor. Do not send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)
☐ Other (see instructions)

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Print or type instructions on page 2.

Address (number, street, and apt. or suite no.)
Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I  Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

Part II  Certification
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here
Signature of U.S. person
Date

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partner to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10230X
Form W-9 (Rev. 8-2013)
**Kidango, Inc. Contract**  
**Head Start Scope of Work**

<table>
<thead>
<tr>
<th>Contractor will:</th>
<th>COE will:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Enrollment – 45 CFR 1305:</strong></td>
<td><strong>Enrollment 45 CFR 1305:</strong></td>
</tr>
<tr>
<td>Ensure that classrooms are fully enrolled on day one as defined by COE of program operation year. A reduction of children served will occur if full enrollment and attendance is not achieved on day one.</td>
<td>• Provide ongoing monitoring of enrollment and ensure that all vacancies are filled within 30 days.</td>
</tr>
<tr>
<td>• Achieve full enrollment on day one of program services by following the steps below:</td>
<td>• Provide Training and Technical Assistance to Contractor's staff to ensure that timelines are met, records are maintained and that follow-up services are provided.</td>
</tr>
<tr>
<td>✓ By August 1, of the current school year, a determination will be made about whether or not full enrollment can be achieved by August 1.</td>
<td>• Review and sign off on eligibility documents prior to the enrollment of all children no later than August 1, of the current school year, or sooner and return within 2 business days to ensure full enrollment.</td>
</tr>
<tr>
<td>✓ On day one, full enrollment will be verified by the ERSEA Supervisor and the Head Start Director or assignee.</td>
<td>• Provide Training and Technical Assistance to contractor to assist in developing inclusive classrooms and enroll children with disabilities in order to meet the 10% mandate.</td>
</tr>
<tr>
<td>✓ Attendance will be closely monitored to ensure anyone who does not show up on the first day or within 10 days is dropped and replaced with a new student.</td>
<td>• Refer Federal Head Start eligible children to Contractor to assist in meeting funded enrollment and 10% children with disabilities.</td>
</tr>
<tr>
<td>✓ In the absence of a waiting list, the number of students will be reduced to a level that the Head Start Director deems necessary to ensure full enrollment and continued funding.</td>
<td>• Provide training and technical assistance to Contractor’s staff in developing and revising their agency’s procedures to assure compliance with Head Start regulations and mandates.</td>
</tr>
<tr>
<td>• Ensure vacancies are filled within 30 calendar days</td>
<td>• Provide technical assistance and strategies to improve attendance problems and assure children are receiving services.</td>
</tr>
<tr>
<td>• Enroll children after COE Head Start has verified eligibility and signed a statement certifying eligibility as per CFR 1305. Certification can occur as follows:</td>
<td>• Monitor implementation of service plan and provide assistance and training determined to be needed from the analysis of PIR, ECERS, CLASS, Self-Assessment, Cross Monitoring and other COE program monitoring data.</td>
</tr>
<tr>
<td>✓ Hand deliver the eligibility documents to COE</td>
<td>• Include Contractor staff in COE trainings as appropriate.</td>
</tr>
<tr>
<td>✓ Request a Head Start employee to come and verify eligibility (a minimum of 5 files is required).</td>
<td></td>
</tr>
</tbody>
</table>
attendance and how parents will be supported with issues that impact the child’s attendance.

**Education – 45 CFR - 1304.21:**

- Hire teaching and support staff that meet Head Start and licensing regulations as outlined in the Head Start Act of 2007 (see Attachment B). Teachers need to obtain a BA, teacher assistants need to have an Associate permit in Early Childhood Education. In addition, monitor staff who has received staff a qualification waiver to ensure they will comply with the 3/1/2015 deadline.
- Provide at least one training day to all EHS staff to ensure understanding of and compliance with Early Head Start guidelines.
- Provide release time (as needed) for training and technical assistance and reflective consultation.
- Align curriculum to meet school readiness goals established by the Head Start program (see Attachment C)
- Provide two home visits and two parent conferences for every child during program year.
- Ensure ongoing Child Assessments/DRDP data is submitted according to COE timelines - three times per year. Conduct Developmental and Behavior Screening and enter data into ChildPlus within 45 days of child’s first day of school.
- Provide reports that documents that staff have reviewed the results of developmental and behavior screening within 30 days after it was completed and discuss results with parents.
- Identify and refer children for special needs and discuss results with parents.
- Refer children identified with concerns from screening to mental health agencies, or school districts for further assessment.
- Notify Disabilities Specialist of any child identified with an IEP, or pending a referral for special education services.
- Implement Creative Curriculum and other supporting strategies as defined by Head Start Performance Standards, Head Start Act.
- By August 1, of the current school year, include the new Head Start Child Development and Early Learning Framework in curriculum implementation and partner agency education policies and procedures. Utilize ECERS and CLASS data to develop program improvement plans to improve child outcomes.
- Ensure all lesson plans, children’s education goals and ongoing assessments are aligned with Head Start Child Development and Early Learning Framework.
- Implement the SCCOE Head Start Dual Language Policy.
- Submit DRDP and ITERS/ECERS scores and develop monitoring, record keeping, reporting systems and program policies/procedures that are aligned with Head Start Performance Standards, Child Development and

**Education – 45 CFR - 1304.21:**

- Provide Computer and software for classroom use and reporting purposes.
- Provide instructional materials/equipment mandated by program.
- Train and provide technical assistance in the following:
  - Federal Head Start regulations, Performance Standards, and mandates, Head Start Kindergarten Readiness mandates, Head Start Child Development and Early Learning Framework; i.e. Home Visits, Family Partnership Agreements, etc.
  - Training in curriculum planning and implementation.
  - CLASS training
  - Mental Health
  - Content expectations for home visits and parent conferences to assure uniformity across all programs.
  - Schedule for completing and submitting results on the following:
    - DRDP
    - ChildPlus
    - PIR status reports
    - Education compliance reports for home visits, conferences, etc.

The training calendar will be issued at the beginning of the year and updated monthly, in addition the Head Start program will dedicate a Supervisor, a Family Advocate and a Coach to train and mentor staff on site.
Early Learning Framework, CLASS and ITERS/ECERS.
- Make improvements based on self-assessment, cross monitoring and/or federal review results in a timely manner.
- Provide monthly reports on status of home visits, parent conferences, intentional curriculum implementation, planning and teaching, individualization, observations/ongoing child assessments, 45 day mandates, and lesson planning.
- Provide yearly Pedestrian Safety to parents and children within 30 days of the Head Start start date.
- By June 30, each year, develop/update policies and procedures regarding kindergarten readiness and transition.
- Monitor curriculum planning and implementation, individualization and kindergarten readiness and forward monitoring reports to the Head Start Director.

Health – 45 CFR - 1304.20, 1304.22, 1304.23:
- Ensure all physical exams are completed for age of child at time of enrollment per the Early and Periodic Screening Diagnosis and Treatment (EPSDT) requirements by age group and entered in ChildPlus within 30 days of the child’s first day of attendance.
- Review the results of all health exams, follow up on noted comments and enter health information in ChildPlus within 30 days of the child’s first day of attendance. Refer for any needed treatment or missing requirements and document follow-up on contact log.
- Refer for annual well child exams by age at the appropriate intervals and dental exams at least 30 days prior to date due or expiration date and document referral on contact log or in ChildPlus.
- Ensure that all immunizations are complete and up-to-date at time of enrollment and entered in ChildPlus within 30 days of the child’s first day of attendance. Refer and follow up regularly until all immunizations outlined by age are completed according to CA Immunization Requirements. Document all referral and follow up on family contact log.
- Assist parents to obtain or arrange further diagnostic testing, examination, and treatment by an appropriate licensed or certified professional for each child with an observable, known or suspected health, nutritional, behavior or developmental problem. Develop and implement a follow-up plan for any condition identified so that any needed treatment can begin.
- Conduct and enter date of Nutrition Assessments in ChildPlus within 45 days of the child’s first day of attendance. Follow up on nutrition concerns including referral for low Hgb/Hct, high lead levels and develop nutrition plans if needed as soon as possible but not to exceed 90 days from the first day of attendance.
- Obtain, analyze heights, weights and head circumference

Health – 45 CFR - 1304.20, 1304.22, 1304.23
- Training and technical assistance on health related requirements such as:
  ✓ Health Plans
  ✓ Nutrition Assessments
  ✓ Medication Administration
  ✓ Food Allergies
  ✓ ChildPlus data entry
for children ages 1 month to 18 months old from well check-up at appropriate intervals. Take current height and weight for 2-5 years old, twice a year; at beginning of the year and in March enter information on nutrition assessment and in ChildPlus, print, and review growth chart to determine height and weight are within normal range. Refer those children who do not fall within the normal range to nutritionist and document follow-up.

- Complete dental exams including follow up treatment and entered in ChildPlus, documented on contact log within 90 days of the child’s first day of attendance.
- Document on contact log all health follow up treatment and services. This is to include all medical treatments that improve the child’s overall health.
- Ensure an authorization for medication is completed by child’s physician and signed by parent prior to accepting and administering medication.
- Document on medication log all medication administered to children.
- Ensure health plans are developed for children with chronic health conditions to include medication as needed.
- Enter and track treatment needed and treatment received in ChildPlus.
- Conduct vision and hearing screenings, enter in ChildPlus within 45 days of child’s first day of attendance and rescreens within 4-6 weeks as needed.
- EHS- Obtain results of clinical vision observation and clinical hearing assessment screenings from current well check by age at time of enrollment within 45 days of child’s first day of attendance and enter in ChildPlus. Document all referrals, if any, and follow up on family contact log.
- Generate and review health reports (summary and detailed) from tracker weekly and follow up on areas needing improvement or focus within 1 week of running reports.
- By August 1, of the current school year, develop policies and procedures for Health, Mental Health and Nutrition Services that meet Head Start Performance Standards and Regulations.
- Review the monthly “Partner Monitoring Report” and complete the plan of action section for each area of the report where a concern was identified no later than one week after receiving the reports from SCCOE. Report will be submitted to both the Manager of Program Planning and Support and the Program Analyst.
Family Services - 45 CFR - 1304.40:

- Family Assessments to be completed within 5 days of the child’s first day of attendance. Document on the contact log and ChildPlus on the same day the family assessment is completed.
- Provide referrals for services and resources that are responsive to family’s needs, interests and goals on the same day the need is identified. Document on the contact log and ChildPlus on the same day the referral is made.
- Conduct timely follow-up on family needs, referrals and services received as soon as possible but not to exceed 60 calendar days depending on the urgency of the need. Document all follow-up pertaining to referrals and services received on the contact log and ChildPlus on the same day follow-up is conducted.
- Initiate the goal setting process with all families and document on the contact log and ChildPlus within 5 days of the child’s first day of attendance.
- Develop Family Partnership Agreements (FPA) based on family’s readiness and willingness to participate in the process. Complete the FPA form if goal is established. Document on the contact log and ChildPlus on the same day the FPA is developed.
- Conduct FPA follow-up every 60 calendar days to review the status of the goal(s) established or reevaluate the family’s readiness to participate in the goal setting process if goal has not been established. Document on the contact log and ChildPlus on the same day FPA follow-up is conducted.
- By August 1, of the current school year, develop and/or update policies and procedures for Family Services that meet Head Start Performance Standards and Regulations.
- Generate and review Family Services Reports weekly. Follow-up on areas needing improvement or focus within a week of running the report.
- Review the monthly “Partners Monitoring Report” and complete the plan of action section for each area of the report where a concern was identified by no later than the 15th day of the month. Report will be submitted to both the Manager of Program Planning and Support and the Program Analyst.

Family Services – 45 CFR - 1304.40:

- Training and technical assistance on Family Service requirements such as:
  - Family Assessments and family partnership agreement process.
  - ChildPlus data entry
  - Service delivery tracking
Program Management and Design – 45 CFR 1304.50:

- Provide necessary training to appropriate staff to set up systems, procedures as needed.
- Provide feedback on reports and assist with any needed corrective action.
- Develop the structure and training for Annual Self-Assessment.
- Develop the system for ongoing monitoring and conduct monitoring of Contractor operations.
- Participate in training of staff to provide support and technical assistance and ensure implementation of procedures meet federal regulations.
- Provide data regarding service achievements, gaps and possible solutions to meet federal regulations. Update office equipment and software necessary to track program performance and document the yearly Program Information Report (PIR).
- Organize monthly service reviews with content area experts to analyze progress, identify gaps and help develop timely solutions.
- Provide monthly PC Summary via email for distribution to parents of Head Start classrooms.

Program Design and Management – 45 CFR - 1304.50:

- Child Care License - Contractor shall maintain for the term of this Contract a current Child Care license issued by the California Department of Social Services, shall provide COE with a copy of the license, and shall notify COE in writing of any changes in the status of license, including type A and B violations as part of the monthly Monitoring report.
- Ensure and provide documentation by September 30th that all staff working with children receive annual Child Abuse Training.
- By August 1, of the current school year, develop and/or update operational procedures to ensure that children receive services within the mandated time frames to ensure compliance with Head Start Performance Standards and the Head Start Act 2007.
- Document annual performance evaluations for employees
- Participate in Partners meeting and trainings related to Head Start/Early Head Start.
- Document staff individual and group training needs.
- Provide a monthly report to the Head Start Director on issues related to the Program Information Report (PIR) with a final report provided no later than August 1.
- Monitor areas in the PIR that are below 100%. Develop a plan of action to meet non-compliant areas on a monthly basis.
- Use ChildPlus software program for the purpose of data collection and reporting program information to COE by Friday every week and run reports on Monday.
- Provide a representative to participate in the following:
  ✓ Annual Self-Assessment
  ✓ Cross Monitoring assessments.
- Complete follow-up in MASH within 30 days of each monitoring event (e.g. “Cross Monitoring”, Self-Assessment, etc.) to document closure to individual findings. Provide a corrective action plan for system findings within 30 days.
- Conduct ongoing monitoring of program operations by submitting monthly analysis of health, education and family services data along with a plan of action for all areas of non-compliance and participate in Partner Coordination Meetings.
- Report any licensing finding, CACFP, or any other loss of funding that materially weakens the financial stability of the agency or its ability to deliver the services required of this contract (see attachment C re-competition triggers).
- Ensure one parent representative to serve on the COE Head Start Policy Council (PC) monthly meetings. Representative must be elected in accordance with PC By-Laws at a local parent meeting. Parent must have a child currently enrolled in the Head Start Program.
- Distribute monthly PC Summary to all parents of Head Start classrooms.
- Review the monthly “Partner Monitoring Report” and complete the plan of action section for each area of the
report where a concern was identified no later than the 15\textsuperscript{th} day of the month. Report will be submitted to both the Manager of Program Planning and Support and the Program Analyst. (See Attachment F).

- Provide yearly Human Resources Record Review of all employees that support the Head Start Program by August 1, of the current school year. See Attachment G.

**Training:**

- Provide staff training on state and federal regulations and mandates, mutually coordinated with COE and other partners.
- Provide staff training related to other areas of the program as requested.
- Make available one training day per year for line staff to receive training on Head Start mandates.
- Register for outside training and conferences: Contractor will be responsible for registration and incidental expenses to attend Head Start approved conference, classes, trainings, workshops and will invoice with receipts attached. Requests to attend must be in writing. Reimbursement expenses will be based on government approved Travel Administrative Regulations and federal GSA requirements. Total reimbursement for the year is not to exceed $7000.00 yearly for Head Start and $1,000 for Early Head Start.

**In-Kind:** Documentation of non-federal share to COE each month (including July and August) for a total of $1,356,567 yearly.

**Training:**

- Staff to provide group as well as on-site training as needed.
- COE will provide prior approval, in writing, for conferences, classes, trainings, and workshops and reimburse expenses based on government approved Travel Administrative Regulations and federal GSA requirements.
- Total reimbursement for the year is not to exceed $7000.00 yearly for Head Start and $1,000 for Early Head Start.
**Early Head Start Scope of Work**

<table>
<thead>
<tr>
<th>Contractor will:</th>
<th>COE will:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Enrollment – 45 CFR 1305:</strong></td>
<td><strong>Enrollment 45 CFR 1305:</strong></td>
</tr>
</tbody>
</table>
| Ensure that the classrooms are fully enrolled on day one as defined by COE program operation year. A reduction of children served will occur if full enrollment and attendance is not achieved on day one. Achieve full enrollment on day one of program services by following the steps that below: | • Provide on-going monitoring of enrollment and ensure that all vacancies are filled within 30 days.  
• Provide Training and Technical Assistance to Contractor’s staff to ensure that timelines are met, records are maintained and that follow-up services are provided.  
• Review and sign off on eligibility documents prior to the enrollment of all children and return within 2 business days to ensure full enrollment.  
• Provide Training and Technical Assistance to contractor to assist in developing inclusive classrooms and enroll children with disabilities in order to meet the 10% mandate.  
• Refer Federal Head Start eligible children to Contractor to assist in meeting funded enrollment and 10% children with disabilities.  
• Provide training and technical assistance to Contractor’s staff in developing and revising their agency’s procedures to assure compliance with Head Start regulations and mandates.  
• Provide technical assistance and strategies to improve attendance problems and assure children are receiving services.  
• Monitor implementation of service plan and provide assistance and training determined to be needed from the analysis of PIR, ECERS, CLASS, Self-Assessment, Cross Monitoring and other COE program monitoring data.  
• Include Contractor staff in COE trainings as appropriate. |
| • By August 1, of the current school year, the program Director and a Family Advocate assigned by the COE will call each returning family and any new teen parents interested in receiving services. | • Handdeliver the eligibility documents to COE.  
• Request a Head Start employee to come and verify eligibility (a minimum of 5 files is required).  
• Scan or fax the documents to the ERSEA Coordinator at fax number 408 453 6655.  
• Enroll 10% of slots (3) with children with IEP/IFSPs. Fill slots no later than February 1 each school year. Failure to meet this requirement will result in the reduction or termination of the contract at the COE's discretion.  
• Accept files from Head Start waiting list of children with IEP/IFSP’s from COE and enroll to fulfill the 10% enrollment.  
• Provide a monthly report along with the monthly invoice that includes attendance and any other report(s) according to the published program timelines such as DRDP, ITERS, health, PIR etc.  
• If average daily attendance falls below 85 percent attendance, Contractor will analyze the causes and develop a plan that outlines corrective measures.  
• Documentation of work with families to improve daily attendance and how parents will be supported with issues that impact the child’s attendance. |
Education – 45 CFR - 1304.21:

- Hire teaching and support staff that meet Head Start and licensing regulations as outlined in the Head Start Act of 2007 (see Attachment B).
- Provide at least one training day to all EHS staff to ensure understanding of and compliance with Early Head Start guidelines.
- Provide release time (as needed) for training and technical assistance and reflective consultation.
- Hire teaching and support staff who meets the Head Start Act of 2007, (see Attachment A). Teachers are expected to have an AA and Teacher Assistants are expected to have at least 6 units of infant toddler course work and hold a CDE permit.
- Align curriculum to meet school readiness goals established by the Head Start program, (see attachment B).
- Provide two home visits, and two parent conferences for every child during program year.
- Ensure on-going Child Assessments /DRDP data is submitted via ChildPlus according to COE timelines - three times per year. Conduct Developmental and Behavior Screening and enter data into ChildPlus within 45 days of child's first day of school.
- Provide reports that document that staff have reviewed the results of developmental and behavior screening within 30 days after it was completed.
- Identify and refer children for special needs.
- Refer children identified with concerns from screening to mental health agencies, or school districts for further assessment.
- Implement Creative Curriculum and other curriculums as defined by Head Start Performance Standards, Head Start Act.
- By August 1, of the current school year, provide COE Head Start current policies and procedures related education, including the new Head Start Child Outcomes Framework in curriculum implementation and the Program for Infant and Toddler Care (PITC).
- Ensure all lesson plans, children’s education goals and ongoing assessments are aligned with Head Start Child Outcomes Framework.
- Implement the SCCOE Head Start Dual Language Policy.
- Submit ITERS scores and develop monitoring, record keeping, reporting systems and program policies/procedures that are aligned with Head Start Performance Standards, Child Outcomes Framework, CLASS and ITERS.
- Provide monthly reports on status of home visits, parent conferences, intentional teaching, individualization, observations /ongoing child assessments, 45 day mandates, and lesson planning.
- Provide yearly Pedestrian Safety to parents and children.
- Monitor curriculum implementation, individualization and kindergarten readiness and forward monitoring reports to the Head Start Director.

Education – 45 CFR - 1304.21:

- Provide computer and software for classroom use and reporting purposes.
- Provide instructional materials/equipment mandated by program.
- Train and provide technical assistance in the following:
  - Federal Head Start regulations, Performance Standards, and mandates, Head Start Kindergarten Readiness mandates, Head Start Child Development and Early Learning Framework; i.e., Home Visits, Family Partnership Agreements, etc.
  - Training in curriculum planning and implementation.
  - Class Training
  - Mental Health

Schedule for completing and submitting results on the following:
- ITERS
- PIR status reports
- Education compliance reports for home visits, conferences, etc.

The training calendar will be issued at the beginning of the year and updated monthly, in addition, the Head Start program will dedicate a supervisor, a Family Advocate and a Coach to train and mentor staff on site.
Health – 45 CFR - 1304.20, 1304.22, 1304.23

- Ensure all physical exams (well child check-ups) are completed for age of child at time of enrollment per the Early and Periodic Screening Diagnosis and Treatment (EPSDT) requirements by age group and entered in ChildPlus within 30 days of the child’s first day of attendance.

- Insure all physical exams are completed per the Early and Periodic Screening Diagnosis and Treatment (EPSDT) requirements and entered in ChildPlus within 30 days of the child’s first day of attendance.

- Review the results of all health exams, follow up on noted comments and enter health information in ChildPlus within 30 days of the child’s first day of attendance. Refer for any needed treatment or missing requirements, document follow up on contact log.

- Assist parents to obtain or arrange further diagnostic testing, examination, and treatment by an appropriate licensed or certified professional for each child with an observable, known or suspected health, nutritional, behavior or developmental problem. Develop and implement a follow-up plan for any condition identified so that any needed treatment can begin.

- Refer for annual well child exams by age at the appropriate intervals and dental exams at least 30 days prior to due date or expiration date and document referral on contact log or in ChildPlus.

- Ensure that all immunizations are complete and up-to-date at time of enrollment and entered in ChildPlus within 30 days of the child’s first day of attendance. Refer and follow-up regularly until all immunizations outlined by age are completed according to CA Immunization Requirements. Document all referrals and follow-up on Family Contact Log.

- Conduct and enter date of Nutrition Assessments in ChildPlus within 45 days of the child’s first day of attendance. Follow up on nutrition concerns including referral for low Hgb/Hct, high lead levels and develop nutrition plans if needed as soon as possible but not to exceed 90 days from the first day of attendance.

- Document all health follow up on contact log.

- Take current height and weight for each child, twice a year; at beginning of the year and in March enter information on nutrition assessment and in ChildPlus, print and review growth chart to determine height and weight are within normal range. Refer those children who do not fall within the normal range to COE nutritionist.

- Complete dental exams including follow up treatment and entered in ChildPlus, documented on contact log within 90 days of the child’s first day of attendance.

- Document on contact log all medical follow up treatment and services. This is to include all medical treatments that improve the child’s overall health.

- Ensure an authorization for medication is completed by child’s physician and signed by parent prior to accepting and administering medication.

- Document on medication log all medication administered to children.

Health – 45 CFR - 1304.20, 1304.22, 1304.23

- Training and technical assistance on health related requirements such as:
  - Health Plans
  - Nutrition Assessments
  - Medication Administration
  - Food Allergies
  - ChildPlus data entry
• Ensure health plans are developed for children with chronic health condition to include medication as needed.
• Enter and track treatment needed and treatment received in ChildPlus.
• Conduct vision and hearing screenings, enter in ChildPlus within 45 days of child's first day of attendance and rescreens within 4-6 weeks as needed.
• Obtain results of clinical vision observation and clinical hearing assessment screenings from current well check by age at time of enrollment within 45 days of child's first day of attendance and enter in ChildPlus. Document all referrals, if any, and follow up on Family Contact Log.
• Generate and review health reports (summary and detailed) from tracker weekly and follow up on areas needing improvement or focus within 1 week of running reports.
• By August 1, of the current school year, develop policies and procedures for Health, Mental Health and Nutrition Services that meet Head Start Performance Standards and Regulations.
• Review the monthly "Partner Monitoring Report" and complete the plan of action section for each area of the report where a concern was identified no later than one week after receiving the reports from SCCOE. Report will be submitted to both the Manager of Program Planning and Support and the Program Analyst.
Family Services - 45 CFR - 1304.40

- Family Assessments to be completed within 5 days of the child's first day of attendance. Document on the contact log and ChildPlus on the same day the family Assessment is completed.
- Provide referrals for services and resources that are responsive to family's needs, interests and goals on the same day the need is identified. Document on the contact log and ChildPlus on the same day the referral is made.
- Conduct timely follow-up on family needs, referrals and services received as possible but not to exceed 60 calendar days depending on the urgency of the need. Document all follow-up pertaining to referrals and services received on the contact log and ChildPlus on the same day follow-up is conducted.
- Initiate the goal setting process with all families and document on the contact log and ChildPlus within 5 days of the child's first day of attendance.
- Develop Family Partnership Agreements (FPA) based on family's readiness and willingness to participate in the process. Complete the FPA form if goal is established. Document on the contact log and ChildPlus on the same day the FPA is developed.
- Conduct FPA follow-up every 60 calendar days to review the status of the goal(s) established or reevaluate the family's readiness to participate in the goal setting process if goal has not been established. Document on the contact log and ChildPlus on the same day FPA follow-up is conducted.
- By August 1, of the current school year, develop policies and procedures for Family Services that meet Head Start Performance Standards and Regulations.
- Generate and review Family Services Reports (Summary and Detailed) from Tracker weekly. Follow-up on areas needing improvement or focus within a week of running the report.

Review the monthly "Partner Monitoring Report" and complete the plan of action section for each area of the report where a concern was identified no later than the 15th day of the month. Report will be submitted to both the Manager of Program Planning and Support and the Program Analyst.
Program Design and Management – 45 CFR 1304.50:
- Child Care License - Contractor shall maintain for the term of this Contract a current Child Care license issued by the California Department of Social Services, shall provide COE with a copy of the license, and shall notify COE in writing of any changes in the status of license, including type A and B violations as part of the monthly Monitoring report.
- Ensure and provide documentation by September 30th that all staff working with children receive annual Child Abuse Training.
- By August 1, of the current school year, develop operational procedures to ensure that children receive services within the mandated time frames to ensure compliance with Head Start Performance Standards and the Head Start Act 2007.
- Document annual performance evaluations for employees
- Participate in Partner’s meeting and trainings related to Head Start/Early Head Start.
- Document staff individual and group training needs.
- Provide a monthly report to the Head Start Director on issues related to the Program Information Report (PIR) with a final report provided no later than August 1.
- Monitor areas in the PIR that are below 100%. Develop a plan of action to meet non-compliant areas on a monthly basis.
- Use ChildPlus software program for the purpose of data collection and reporting program information to COE by Friday every week and run reports on Monday.
- Provide a representative to participate in the following:
  - Annual Self-Assessment
  - Cross Monitoring assessments
- Complete follow-up in MASH within 30 days of each monitoring event (e.g. “Cross Monitoring”, Self-Assessment, etc.) to document closure to individual findings. Provide a corrective action plan for system findings within 30 days.
- Conduct on-going monitoring of program operations by submitting monthly analysis of health, education and family services data along with a plan of action for all areas of non-compliance and participate in Partner Coordination Meetings.
- Report any licensing finding, CACFP or any other loss of funding that materially weakens the financial stability of the agency or its ability to deliver the services required of this contract. (See attachment C re-competition triggers)
- Ensure one parent representative to serve on the COE Head Start Policy Council (PC) monthly meetings. Representative must be elected in accordance with PC By-Laws at a local parent meeting. Parent must have a child currently enrolled in the Head Start Program.
- Distribute monthly PC Summary to all parents of Head Start classrooms.

Training:
- Provide staff training on State and federal regulations and mandates, mutually coordinated with COE and other

Training:
- Staff to provide group as well as on-site training as needed.
partners.
- Provide staff training related to other areas of the program as requested.
- Make available one training day per year for line staff to receive training on Head Start mandates.
- Register for outside training and conferences: Contractor will be responsible for registration and incidental expenses to attend Head Start approved conference, classes, trainings, workshops and will invoice with receipts attached. Reimbursement expenses will be based on government approved Travel Administrative Regulations and federal GSA requirements. Requests to attend must be in writing. Total reimbursement for the year is not to exceed $1000.00.

In-Kind: Documentation of non-federal share to COE each Month (including July and August) for a total of $66,009 yearly.

- COE will provide prior approval, in writing, for conferences, classes, trainings, and workshops and reimburse expenses based on government approved Travel Administrative Regulations and federal GSA requirements.
- Total reimbursement for the year is not to exceed $1000.00.
EXHIBIT B

KIDANGO, INC. CONTRACT
PAYMENT PROVISIONS

Contractor: Kidango, Inc.  Taxpayer ID #: 94-2581686
Address: 44000 Old Warm Springs Blvd.  Fremont, CA 94538

PAYMENT PROVISIONS - Cost Basis Contracts

1. **Payment Limit** - COE's total payments to Contractor under this Contract shall not exceed **$788,130.40** per year, as itemized (see attached).

2. **Payment Basis** - Subject to the Payment Limit, payments to the Contractor for all services provided for COE under this Contract shall only be for costs that are allowable costs that are actually incurred in the performance of Contractor's obligations under this Contract as evidenced by the timely provision of services to families and submittal of monitoring reports, invoices and the Program Information Report.

3. **Payment Amounts** - Subject to later adjustments in total payments as provided below and subject to the Payment Limit of this Contract, COE will pay Contractor as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

<table>
<thead>
<tr>
<th></th>
<th>Head Start Double Session</th>
<th>Head Start Full Day</th>
<th>Early Head Start Full Day</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Child Rate</td>
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<td>$330.00 per child/mo</td>
<td>$400 per child/mo</td>
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<tr>
<td>Number of children</td>
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<td>8</td>
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<tr>
<td>Billing Months</td>
<td>10</td>
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<tr>
<td>Sub Total</td>
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<td>$316,800.00</td>
<td>$32,000</td>
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<tr>
<td>Training Budget</td>
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<td>$1,000</td>
<td></td>
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<tr>
<td>Grand Total</td>
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<td><strong>$320,300</strong></td>
<td><strong>$33,000</strong></td>
<td><strong>$788,130.40</strong></td>
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<tr>
<td>Service Days</td>
<td>175</td>
<td>240</td>
<td>240</td>
<td></td>
</tr>
<tr>
<td>Agreement Service Months</td>
<td>11</td>
<td>12</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>In-Kind</td>
<td><strong>$564,452</strong></td>
<td><strong>$792,115</strong></td>
<td><strong>$66,009</strong></td>
<td><strong>$1,422,576</strong></td>
</tr>
</tbody>
</table>

**Head Start**
The billing months cover **May 1 to June 30 and September 1 to April 30**. The training budget is for **$7,000.00** yearly which is allocated to cover trainings, conferences, classes and workshops for agency staff.

**Early Head Start**
The billing months cover **May 1 to June 30 and September 1 to April 30**. The training budget is for **$1,000.00** yearly which is allocated to cover trainings, conferences, classes and workshops for agency staff.

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

(Check applicable alternatives)

[X] a. Department of Health and Human Services Administration of Grants Federal Regulations Title 45 Part 74 including any amendments thereto and the applicable Subpart listed hereunder; and other documents specified in the Service Plan regarding principles for determining and allocating the allowable costs of providing the services; and any standards set forth in the Service Plan for determining the allow ability of selected items of costs of providing the services.

[  ] b. Office of Federal Management and Budget (OMB) 2 CFR Part 225, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.
c. OMB Circular 2 CFR Part 230, and any amendments published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by nonprofit organizations (other than government Agencies, educational institutions, and hospitals).

[ ] d. 41 CFR Subpart 1-15.2 shall be used for profit organizations other than hospitals.

[ ] e. CFR Part 220, including any amendments to the Circular published in the Federal Register by OMB shall be the principles to be used for determining allowable costs by educational institutions (other than for-profit institutions).

[ ] f. Such State regulations and documents as are set forth in the Service Plan regarding accounting guidelines, including standards for determining allowable or non-allowable costs.

[ ] g. Part IV Department of Labor, Employment and Training administration, 20 CFR part 674, Section 674.402 and any amendment thereto; and California Department of Aging Title V Operations Handbook, 1987, Section 505.4 and any amendments thereto.

Contractors Obligations

1. Contract program regulations - Contractor shall administer and operate a full day, full year and part day, part year comprehensive early childhood care and education services program for children whose families meet the Federal Income guidelines and other eligibility requirements of the Federal Head Start programs as outlined in the Federal Head Start Performance Standards, which is available for inspection at www.ohs.acf.hhs.gov.

2. Contract Services - Contractor shall:

   a. Provide part day/full day (minimum of (9) hours) Head Start program enhancement services as outlined in the “Description of Enhancement Services” (attached to 256 Federal Head Start eligible children, ages zero(0) to five (5), currently enrolled in Contractor’s existing State funded childcare program. Program services shall be provided as follows:

      • 152 part day Federal Head Start eligible children – 3 ½ hour session, maximum 17 children per single session 5 days a week or double sessions or 17 children per double session 4 days a week for 175 days.
      • 96 full day Federal Head Start eligible children - up to 9 hour day, maximum 24 children per classroom per session, for 240 days. (Minimum 6 hours per day), as per approved waiver.
      • 8 full day Federal Early Head Start children- up to 9 hour day, maximum groups of 8 per room/session for 240 days.

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, Division (CCLD).
   b. Provide COE with copies of appropriate licenses prior to commencement of service.
   c. Notify COE in writing of any changes in license status of any facility used for services in the performance of this contract.
   d. Notify COE in writing of any citation issued by CCLD for a facility used to provide services to children under this contract. Written notification to COE must be within 24 hours of issuance of citation.

Payment Provisions

1. Unit of Services - For the purposes of payment, one unit of service is defined as one month of full-day Federal Head Start enhancement services for one child, for a minimum of ten months during the term of this Contract. The dollar amount specified as a unit of service shall be determined from Reasonable and Allowable Costs as defined in Paragraph 3 (Allowable Costs) of the Payment Provisions, #3.

2. Unit of Services - For the purposes of payment, one unit of service is defined as one month of part-day Federal Head Start enhancement services for one child, not to exceed 180 days during the term of this Contract. The dollar amount specified as a unit of service shall be determined from Reasonable and Allowable Costs as defined in Paragraph 3 (Allowable Costs) of the Payment Provisions, #3.
3. **COE's Obligation**

   a. COE shall perform the administrative services required of Grantee that are designed to maintain compliance with the requirements outlined in the Grantee Administrative Component Plan, incorporated herein by reference, which was included in the grant application for Head Start funding submitted to U.S. Department of Health and Human Services, Administration for Children and Families.

   b. COE shall arrange for fiscal and programmatic reviews and audits as required by Administration for Children and Families.

**SPECIAL CONDITIONS**

**Student Accident Insurance** - Contractor shall maintain for the term of this contract, student accident insurance in the amount of not less than:

- Accidental Medical Expense $20,000.00
- Accidental Dental Expense $1,000.00
- Accidental Dismemberment Expense $10,000.00
- Accidental Death $5,000.00