



November 19, 2015

Ms. Samantha Allen
Crossroads High School
Mt. Diablo Unified School District
2701 Willow Pass Road
Concord, CA 94519

Contract # 38-928-6 / Childcare services contract

Kathy Gallagher
Director

Dear Ms. Allen:

Enclosed please find two (2) original signature copies of the above referenced document for services pertaining to the Community Services Bureau of the Employment & Human Services Department. Please execute the document as follows:

1. Sign all documents (two signed originals). Please have the *Approvals / Acknowledgement* page notarized (third page of contract). **Please ensure that the contract is signed by two officers, as noted on the signature page L-1.**

2. Initial the pages in the lower right-hand corner where indicated:

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Contractor

Please return all of the above documents to me as soon as possible so that your contract can be completely executed. Please note that services cannot begin on the contract until it is fully executed. **One original, executed copy will be returned to you at the conclusion of the contract process.**

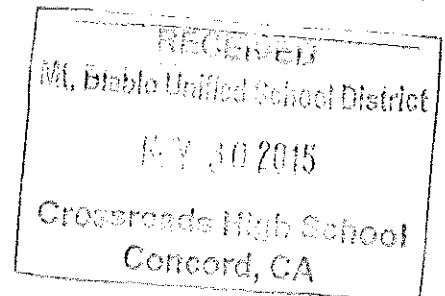
Contra Costa County
Employment & Human Services Department
Attn: Cassandra Youngblood
40 Douglas Drive
Martinez, CA 94553

Should you have any questions regarding this contract, please contact me at (925) 313-1712 or cyoungblood@ehsd.cccounty.us.

Sincerely,

Cassandra R. Youngblood, MPA
Contracts and Grants Administration

Enclosure



INTERAGENCY AGREEMENT
(Agency Provides Services)

Number: 38-928-6
Fund/Org #: 1462
Account #: 2310

1. Contract Identification.

Department:

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

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

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

Capacity: A public agency

Address: 1936 Carlotta Drive, Concord, CA 94519

3. Term. The effective date of this Agreement is October 1, 2015 and it terminates on September 30, 2016 unless sooner terminated as provided herein.

4. Payment Limit. County's total payments to Agency under this Agreement shall not exceed \$77,000.00.

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

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

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

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

9. Legal Authority. This Agreement is entered into under and subject to the following legal authorities: California Government Code section 26227

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

COUNTY OF CONTRA COSTA, CALIFORNIA

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

AGENCY SIGN HERE

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (date),
before me, _____ (name of Notary),
personally appeared _____

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

Signature

(Seal)

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

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED
COUNTY COUNSEL

By: _____
Designee

By: *Abigail R. Oye*
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

Signature (Seal)

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

APPROVALS

RECOMMENDED BY DEPARTMENT

By: _____
Designee

FORM APPROVED
COUNTY COUNSEL

By: *Abigail L. Dye*
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

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

[Check one alternative only.]

- a. \$ _____ monthly, or
- b. \$350.00 per unit, as defined in the Service Plan, or
- c. \$ _____ after completion of all obligations and conditions herein.
- d. Other: _____

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

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

Initials: _____
Contractor County Dept.

SERVICE PLAN**A. Early Head Start Enhancement Services**

Agency will provide Early Head Start Enhancement Services for a maximum of 20 slots to program eligible pregnant women and/or children ages birth to 3 years, currently enrolled in Agency's existing program located at Crossroads High School, 2701 Willow Pass Road, Concord, CA 94519. Program services shall be provided for a minimum of 11 months of operation.

B. Regulations

Agency shall provide services described in *Paragraph A* in accordance with the Head Start Program Performance Standards 1301.31, 1304, 1305, 1306, 1308, 1310, a copy of which will be provided to the Agency, and in accordance with the attached *Head Start & Early Head Start Partner Agencies 2015-2016 Comprehensive Services Protocols* (Exhibit A)

C. Service Requirements. In providing the services described in *Paragraph A*, Agency shall:

1. Notify and provide County with copies of unusual incident report, and/or any other citations within 48 hours of Agency's receipt of report or citation.
2. Permit County to provide ongoing monitoring as well as follow-up monitoring as needed, including but not limited to on-going quarterly monitoring, nutrition monitoring, ECERS/ITERS (Early Childhood Environment Rating Scale / Infant Toddler Environment Rating Scale), human resource file monitoring, annual education monitoring, health and safety checks, and file review.
3. Maintain full compliance with State and/or Federal Regulations as applicable given other funding sources received by Agency.
4. Provide County with college transcripts and teaching credentials of all Agency staff providing services under this Contract.
5. Notify County of Department of Justice fingerprint clearance for all Agency staff providing services under this Contract. Notify County if any staff is flagged during the term of this Contract.
6. Notify County of changes in key management staff such as Director, Executive Director, Fiscal Officer, or other key personnel.
7. Notify and provide County with copies of any Medical Alerts (such as infectious disease outbreaks) within 48 hours.
8. When discontinuing services to an Early Head Start child/family, notify and work with County staff to offer the family possible alternate placement / service options.
9. Provide the County with the following: calendar of operation, annual audit reports, State and/or Federal review reports, Agency's Personnel Handbook, Agency's Personnel Roster, Agency's Parent Handbook, Agency's Policies & Procedures.

SERVICE PLAN

D. Non-exclusion. Agency shall not deny program admission to any child, nor exclude any enrolled child from program participation for a long-term period, solely on the basis of his or her special needs, health care needs, or medication requirements unless keeping the child in care poses a significant risk to the health or safety of the child or anyone in contact with the child and the risk cannot be eliminated or reduced to an acceptable level through reasonable modifications in the Agency's policies, practices or procedures or by providing appropriate auxiliary aids which would enable the child to participate without fundamentally altering the nature of the program.

E. Payment Provisions.

1. Unit of Service. Agency will be compensated at a rate of \$350 per unit of service (slot) for up to 20 slots for program-eligible pregnant women and children ages birth to 3 years. One unit of service is defined as one month Early Head Start Program Enhancement Services for one program slot. No more than 11 months of Early Head Start Program Enhancement Services may be provided. Payment limit is \$77,000 and is assigned org # 1462.
2. Programmatic and Fiscal Reports. Agency shall provide required programmatic and fiscal reports in the form, time period and content as required by the County.

F. County's Obligations.

1. County shall perform the Grantee portion and administrative services designed to maintain compliance with the requirements outlined in the grant application for Head Start funding, incorporated herein by reference and submitted to the U.S. Department of Health and Human Services, Administration for Children and Families. A copy of County's grant application is available at 40 Douglas Drive, Martinez, CA 94553.
2. County shall arrange for fiscal and programmatic audits as required by the ACF.
3. County shall serve as the official liaison with the ACF. County shall be responsible for the submission of all required materials and information requested of Grantee (County) and its subcontractors.
4. County shall provide administrative resources and technical assistance, upon approval by the Department Director or designee, on an as-needed basis.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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

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

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

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. **Choice of Law and Personal Jurisdiction.**
- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
 - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.
14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Contractor is not a County employee. This Contract does not give Contractor any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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

Contractor

County Dept.

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

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

Contractor

County Dept.

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

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the

Contractor

County Dept.

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contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

SPECIAL CONDITIONS

1. **Provision for Federally-Funded Head Start program.**

- A. It is mutually understood between the Parties that this contract may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if this contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to the County by the United States Government for the purposes of this contract. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, this contract shall be amended to reflect such reduction.

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

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

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

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

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

- a. **Comprehensive Liability Insurance.** The Agency shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include the County and its officers and employees as additional insureds as to all services performed by Agency under this agreement. Said policies shall constitute primary insurance as to the County, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the Agency's insurance policy or policies.
- b. **Workers' Compensation.** The Agency shall provide workers' compensation insurance coverage for its employees.

SPECIAL CONDITIONS

- c. Proof of Insurance. Agency shall provide County with (a) certificate (s) of insurance evidencing the endorsement(s) making the County an additional named insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract. If Agency should renew the insurance policy(ies) or acquire either (a) new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy(ies) at any time during the term of this Contract, then Agency shall provide County with (a) current copy(ies) of the endorsement(s).
- d. Additional Insurance Provisions. The insurance policies provided by the Agency shall include a provision for thirty (30) days written notice to County before cancellation or material changes of the above specified coverage.
- e. Child Accident and Health Insurance. Agency shall provide Child Accident and Health Insurance coverage for each child served under this Contract.
- f. Employee Dishonesty Bond. Agency shall provide an Employee Dishonesty Bond with a minimum limit of \$50,000.
- g. Professional Liability Insurance. The Agency shall provide professional liability insurance with a minimum coverage limit of \$1,000,000 for all damages or losses because of errors, omissions, or malpractice arising from the provision of professional services under this contract.

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

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

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

SPECIAL CONDITIONS

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

7. **Political Prohibition.** Subject to applicable State and Federal laws, money paid pursuant to the Contract shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

8. **Religious Prohibition.** There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Contract.

9. **Head Start Regulations Regarding Smoking.** Agency shall comply with Head Start regulations regarding smoking and maintaining a smoke-free environment.

10. A. **Nondiscrimination Clause (OCP-1).** In addition to the requirements of paragraph 17. (Nondiscriminatory Services) of the General Conditions, during the performance of this contract, Agency and its subAgencys shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, and denial of family and medical care leave and denial of pregnancy disability leave. Agency and subAgencys shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Agency and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Agency and its subcontractors shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

- C. Clause (b)
 1. During the performance of this contract, the recipient, Agency and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital

SPECIAL CONDITIONS

status, age (over 40) or sex. Agency shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. Agency shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900 et. Seq.), the regulations promulgated there under (Cal. Admin. Code, Title 2, Sections 7285.0 et. Seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
3. Agency or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
4. Recipient, Agency and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
5. The Agency shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

11. **Affirmative Action Compliance.** Each Agency or subcontractors who has fifty (50) or more employees and has a Contract with County for fifty thousand dollars (\$50,000) or more shall be required to develop a written Affirmative Action Compliance Program. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32. Each Agency or subAgency with less than fifty (50) employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Agency shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

12. **Certification Regarding a Drug Free Workplace.** Agency certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Agency's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and

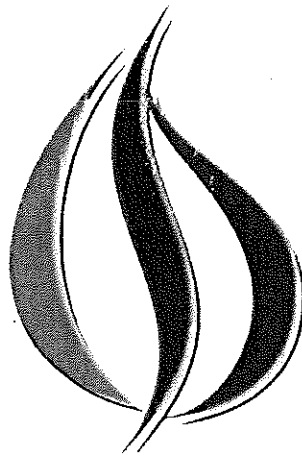
SPECIAL CONDITIONS

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of this Contract be given a copy of the statement required by subparagraph A. above.
- D. Notifying the employee in the statement required by subparagraph A. that, as a condition of employment under this Contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Notifying the County within ten (10) days after receiving notice under subparagraph D.(2), from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph D.(2), with respect to any employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
13. Laws, Regulations, and Performance Standards. Agency will ensure that all applicable Federal, State, and County laws, regulations, and Performance Standards 1301, 1302, 1304, 1305, 1308 are followed in the operation of its child care facility. Agency shall also maintain for the term of this Contract a current Child Care license issued by the California Department of Social Services, providing County with a copy of the license and notifying County in writing of any changes in the status of license.
14. Additional Head Start Program Conditions. Agency agrees and understands that the U.S. Department of Health and Human Services, Office of Human Development Services (HDS), Administration for Children and Families (ACF)--Project Head Start Terms and Conditions, which by this reference are incorporated herein and made a part hereof as if fully set forth, are deemed to be Special Conditions of this Contract for the Head Start program. Agency agrees to abide by and comply with all DHHS/HDS/ACF Project Head Start Terms and Conditions.

Exhibit A



Contra Costa County
Community Service Bureau



Head Start & Early Head Start
Partner Agencies
2015-2016
Comprehensive Services Protocol

Revised July 2015

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ERSEA

Recruitment

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

Enrollment/Placement

- Partner Agency Staff *Ongoing*
 - Select eligible children for enrollment.
 - Maintain 100% Head Start or Early Head Start enrollment at all times (i.e. no opening can be vacant for more than 30 days federal or 1 day if state/federal).

→ Don't FORGET!

- Comprehensive Services Staff and Partner Agency staff will meet within the first 30 contract service days to agree on how the following will be accomplished and by whom:
 - Provide copies of the following forms to all eligible families seeking enrollment in the partnership center.

Ongoing within 24 hours

1. **Parent Welcome Letter**
 2. **Pedestrian Safety Training Resources** (must be given to all families **within 30 days of enrollment**)
 - a. CSB Handout: *Children in Traffic*
 - b. Child's Book: AAA Early Childhood Traffic Education *When I go outside*
 3. **Health History** (to be **completed prior to enrollment**)
(This form has been created to meet both CCL and Head Start enrollment requirements)
 4. **Physical Exam** (CSB 207 - must be completed and returned **within 30 days of enrollment**)
 5. **Dental Exam** (CSB 206 - must be completed and returned **within 90 days of enrollment**)
 6. **Parent Interest & Volunteer Surveys** (CSB 300)
- If Partner Agency Staff is completing enrollment without Comprehensive Services participation, notify Comprehensive Services Staff within 24 hours of each new enrollment so Head Start eligibility can be verified and the family & child can be

added to CLOUDS. The following is necessary to complete Head Start or Early Head Start enrollment:

1. Application (may use 9600)
 2. Income verification (for one month, 2 months if paid on a monthly basis)
 3. Immunization record
 4. California Immunization Registry (CAIR) consent form
 5. Age Verification (any legal evidence of age or date of birth)
- Collect completed CSB forms from families, and if Partner Agency Staff collect forms:
 - Forward completed CSB health history and eligibility documents received from families to the Comprehensive Services Staff, preferably prior to enrollment in the event that concerns or issues arise that may prevent Head Start or Early Head Start enrollment.
 - Submit documents to Comprehensive Services Staff at designated location.
 - Call CS Staff when assistance is needed in obtaining completed documents from families.
 - Enter child and family information in CLOUDS, ensure income at enrollment and appropriate program model are reflected in child's snapshot, and update current family income as needed.

Rollover

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

Terminating Children from Program

- Partner Agency Staff *Ongoing within 24 hours*
 - Notify CS Staff of children terminating from the program within 24 hours of termination.

→ Don't FORGET!

Attendance Reporting

- Comprehensive Services Staff (as assigned) *Weekly*
 - Collect attendance from Partner agencies no later than the 3rd of the following month and enter into CLOUDS attendance records by the 5th of each month.

- Partner Agency Staff *Monthly*

- Maintain daily sign-in sheets for each enrolled child.
- Ensure that absence reasons are noted for each absence by Friday of each week.
- Submit attendance sheets to CSB no later than the 3rd of the following month for reporting purposes.

Monitoring and Tracking

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

HEALTH

Health History

- Comprehensive Services Staff and Partner Agency staff will meet within the first 30 contract service days to agree on how the following will be accomplished and by whom: *Prior to enrollment*
 - Provide a blank copy of the CSB Health History form to all Head Start eligible families seeking enrollment in the partnership center *(This form has been created to meet both CCL and Head Start enrollment and initial nutrition screening requirements.)*
 - Obtain completed and signed CSB Health History from parent **prior to enrollment** when CCL requirement applies and **no later than 45 days from enrollment**.
 - If collected by Partner Agency Staff, submit completed signed Health History to Comprehensive Services Staff for review and CLOUDS entry.
- Comprehensive Services Staff *Prior to enrollment & Ongoing*
 - Review Health History for health concerns.
 - Follow-up on health concerns to assist partner agency staff and families to acquire needed health records, referrals, health coverage, and/or a medical home, as needed.
 - Set up case management or intervention as appropriate.

Application

- Comprehensive Services Staff *Prior to enrollment*
 - Review application, flags, and referrals and set up case management or health interventions as appropriate.

Medical Examinations

- Partner Agency Staff *Within 30 days of Enrollment*
 - Collect initial physical exam as required by licensing (if applicable).
 - Request CS Staff support if needed.

- Comprehensive Services Staff *According to Periodicity*
 - Confirm collection of initial physical exam and assist if needed.
 - Collect all subsequent physical exams.
 - Assist families in accessing medical insurance, medical home and medical care as needed.

Dental Examinations

- Comprehensive Services Staff *Annually*
 - Collect annual dental exams for each pre-school child.
 - Assist families in accessing dental insurance and dental care as needed.

- Partner Agency Staff *As Needed*
 - Support onsite and off site dental exam events offered by CSB.

Immunizations

- Partner Agency Staff *Prior to Enrollment and Ongoing*
 - Collect proof of immunizations and ensure immunizations are current or in series as required by licensing (if applicable).
 - Collect California Immunization Registry (CAIR) consent form
 - Collect proof of subsequent immunizations as required by licensing (if applicable).
 - Request CS Staff support if needed.

- Comprehensive Services Staff *Ongoing*
 - Confirm collection of all immunizations and assist if needed.

Asthma Medication Administration

- Comprehensive Service Staff *As Needed*
 - Ensure that a care plan, medication administration form and an Inhaled Medication/Nebulizer consent form are complete and support Partner Agency Staff as needed.

- Partner Agency Staff
 - Ensure the teacher is aware of the needed medication, how to administer it, and how it should be stored.
 - Ensure that for each partner staff person who may administer inhaled medication, the parent has completed an Inhaled Medication/Nebulizer consent form (in compliance with Health and Safety Code Section 1596.798).

NUTRITION

Heights and Weights

- Comprehensive Services Staff *November and March*
 - Weigh and measure each *pre-school child* twice a year every program year and record data on CSB Height and Weight Log.
 - Enter information in CLOUDS and generate referrals and follow-up as appropriate.
 - *For infants and toddlers* enter growth assessment information in CLOUDS according to Well Baby Check, write comment in CLOUDS regarding growth percentile and generate referrals and follow-up as appropriate.
 - Follow nutrition protocol as indicated in the "What to Do and What to Say" for specific nutrition risk problems.
 - Provide Teaching staff in each classroom with a copy of the log and list of children identified as underweight, at risk of overweight and overweight.

- Partner Agency Staff
 - It is recommended that Teachers maintain a binder of height and weight logs provided by CSB identifying underweight, at risk of overweight and overweight children.
 - It is recommended that Teachers follow nutrition interventions for underweight, at risk of overweight and overweight children in the classroom as indicated in the nutrition alert binder.
 - It is recommended that individualized educational plans include physical activities for overweight children.

Food Allergy and Special Diets

- Partner Agency Staff

→ Don't FORGET!

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

MENTAL HEALTH

Referral Form

- Partner Agency Staff/Teacher *Ongoing*
 - Fill out referral forms and obtain parent consent and signature.
 - Process the forms by providing to Site Supervisor for approval and signature.
 - Call for pick-up or fax the referral with Site Supervisor signature to the partner CSAM for follow-up.

Monitoring and Tracking

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

CFS Reports

- Partner Agency Staff *Within 24 hours of reporting*
 - Fax copies of CPS reports to the confidential number at the Balboa Mental Health Office (510) 374-7033, Attn: Mental Health Manager
- Mental Health Manager
 - Review reports and contact Partner Agency Staff to assess need for follow-up, support, and services.

DISABILITY REFERRALS

Referral Form

- Partner Agency Staff/Teacher *Ongoing*
 - Fill out referral forms and obtain parent consent and signature.
 - Process the forms by providing to Site Supervisor for approval and signature.
 - Call for pick-up or fax the referral with Site Supervisor signature to the partner CSAM.

IEP/IFSP

- Partner Agency Staff
 - It is recommended that the child's teacher attend the IEP or IFSP meeting for a referred child.
 - Ensure receipt and proper filing of current IEP/IFSP in the child's file.
 - It is recommended that Partner Agency Staff keep a 2nd copy of the IEP or IFSP with the child's teacher to implement the IEP/IFSP goals in the individualized plan and lesson plan.
- Comprehensive Services Assistant Manager *Semi-Annually*
 - Schedule and facilitate two case management meetings annually for each child with an IFSP or IEP

Monitoring and Tracking

- Partner Agency Staff *Ongoing*
 - Attend two case managements per year for each child with an IEP/IFSP to be scheduled and facilitated by the CSAM (one at the beginning and one at the end of the program year).

- Ensure follow-up and educational plans are carried out.
- Be able to articulate Mental Health Referral process.
- Comprehensive Services Assistant Manager **Ongoing**
 - Schedule and facilitate two case managements per year for each child with an IEP/IFSP.
 - Review reports with Partner Agency Staff as needed.
 - Ensure follow-up is carried out and family needs are met.

PARENT INVOLVEMENT

Parent Interest Survey

- Comprehensive Services Staff **October**
 - Tally Interest Surveys.
 - Provide tally to Partner Agency Staff.
 - Present top 10 interest results at next parent meeting as scheduled.
 - Give surveys to Partner Agency Staff to keep on site
 - Ensure list is in the front of the Parent Meeting binder
- Partner Agency staff **October-November**
 - Work with parents to develop calendar/schedule for topic presentations, with support from Comprehensive Services Staff as needed.

Parent Volunteer Survey

- Comprehensive Services Staff
 - Tally Volunteer Surveys
 - Record volunteers on appropriate lists for various CSB and Head Start committees (Male Involvement, Policy Council, Interviewing New Applicants, Health Advisory, etc.)
 - Give Partner Agency Staff list of identified parents interested in volunteering at the center.
 - Give surveys to Partner Agency Staff to keep on site.
- Partner Agency Staff
 - It is recommended that Partner Staff maintain and utilize the list of volunteers when needed for meetings, special events, etc., to provide opportunities for Parent Involvement in the program.

Family Partnership Agreements (FPA)

- Partner Agency Staff *Ongoing*
 - Support Comprehensive Services Staff in connecting with families as needed.

- Comprehensive Services Assistant Managers *Ongoing*
 - Work with Comprehensive Services Clerks to ensure FPA tasks are completed within the timelines assigned.
 - Review FPAs and goals of parents at the site.
 - Ensure families entered as "in crisis" and "vulnerable" have received support.
 - Initiate referrals and follow-up as appropriate.

Policy Council

- Comprehensive Services Staff and Partner Agency staff will meet within the first 30 contract service days to agree on how the following will be accomplished and by whom: *Monthly*
 - Confirm representation for site.
 - If rep(s) cannot attend, secure an alternate (any Early Head Start or Head Start parent from the center).
 - Show Policy Council rep. where to post Agenda on Parent Board 96 hours before the Policy Council meeting.
 - Provide Policy Council rep. or the Parent Meeting Chair with the Policy Council Summary (emailed monthly) to share at the next Parent Meeting.

As needed

- Facilitate election of new Policy Council rep. if mid-year replacement is needed.
 - Provide new Policy Council rep. with Policy Council Representative Changes form (CSB-327) to complete.
 - Forward completed & signed Policy Council Representative Changes form to Clerk of the Policy Council.
 - Forward letter of resignation from former Policy Council rep. (if received) to Clerk of the Policy Council.
 - File a copy of Policy Council Representative Changes forms and letters of resignation in site Parent Meeting Binder.
-
- Partner Agency staff

- It is recommended that Partner Agency Staff assist Policy Council rep. to write monthly Site Report.
- It is recommended that Partner Agency Staff review the Policy Council & Parent Meeting Resource Guide for more information about Policy Council, required documentation, and Officer Duties.
- Comprehensive Services Staff *Ongoing*
 - Support Partner Agency staff and Policy Council rep. as needed

Parent Meetings

A minimum of three parent meetings are required each program year. One must include a Pedestrian Safety Training, one child abuse prevention training, and one transition (kinder or preschool).

- Comprehensive Services Staff and Partner Agency staff will meet within the first 30 contract service days to agree on how the following will be accomplished and by whom: *Quarterly*
 - Attend Parent Meetings.
 - Support Parent Meeting Chair with duties.
 - Arrange for translation of minutes/agendas if needed.
 - Arrange for verbal translation of meeting if needed.
 - Ensure parent meeting binder is current for school year with agendas, minutes, sign-in sheets and copies of handouts given to parents.
 - Ensure that Head Start required trainings are provided to families: Pedestrian Safety (**by September 30th**), Child Abuse Prevention, and Kindergarten Transition (preschool only).
- Comprehensive Services Staff
 - Provide support at initial parent meeting (to be held **prior to mid-September**) to establish PC Rep. and officers.
 - Provide parent meeting support and facilitative leadership training to parent meeting officers **quarterly**.
 - If requested, provide support to Partner Agency Staff in providing Head Start required trainings.
 - If requested, assist in providing resources for speakers at Parent Meetings.
- Partner Agency Staff

- Provide staff report for quarterly meetings.
- It is recommended that Partner Agency Staff review the Policy Council & Parent Meeting Resource Guide for more information about Parent Meetings, required documentation, and Officer Duties.

Family Services

- Comprehensive Services Staff *As needed*
 - Provide resources/referrals to families as they are identified.
 - Document resources or referrals provided to a family in the CLOUDS Family Data Sheet- Resources & Referrals.
 - Communicate to and work with Partner Agency Staff if family needs require a collaborative approach to follow-up or support.
 - Request support from Comprehensive Services Manager when needed for complex cases.
 - Organize and facilitate case management team meetings as needed.

- Partner Agency staff *As needed*
 - It is recommended that Partner Agency Staff provide resources/referrals to parents whenever possible to serve the needs of families in a timely manner.
 - Inform CS Staff when Partner Agency Staff provides a family with resources/referrals so the result can be tracked on CLOUDS and/or integrated into the Family Partnership Agreement.
 - Request support or resources from Comprehensive Services Clerk or Assistant Manager as needed.

→ DON'T FORGET!

Mandatory Training for Care Givers

- Comprehensive Services Staff and Partner Agency staff will meet within the first 30 contract service days to agree on how the following will be accomplished and by whom: **Annually**
 - Provide Child Abuse Prevention training to care givers

EDUCATION

Curriculum

- Partner Agency Staff *Ongoing*

- Provide integrated curriculum that at minimum includes components of social/emotional development, health and safety, nutrition, language development, fine and gross motor development, mathematical concepts, science concepts, music, and art.
- Document as appropriate (ex: on lesson plan).
- Comprehensive Services Manager or Children's Services Manager
 - Provide assistance in developing a written curriculum plan and/or examples as requested.
 - Provide assistance in developing integrated curriculum and/or examples as requested.

Classroom Orientation

- Partner Agency Staff ***ASAP around the date of enrollment***
 - Provide an orientation to each family regarding, at minimum, the classroom and daily schedule.
 - Ensure documentation of orientation information or opportunity provided to each family.

Mandatory Training for Children

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

Initial Screenings

- Partner Agency Staff ***Within 1st 45 days of initial enrollment***
 - For pre-school children, complete cognitive screening (such as the Brigance), Speech and Language screening, and Behavioral screening, or Devereux Early Childhood Assessment
 - For infants and toddlers, complete cognitive screening (such as the Brigance or Ages and Stages).
 - File screening results documentation in child's file, agency file, or Head Start /Early Head Start files as desired.
 - If screenings indicate a concern/low score (see table at bottom of Education Section for definition, by age, of low Brigance score), follow-up appropriately by either re-screening within 30 days to confirm or clear child's low score, referring child to CS

- Staff for services, and/or following-up in other appropriate manner or as directed by local School District Office.
- For children who continue to fall below the cut-off score for their age on the second Brigance screening, those children *must* receive annual screenings for as long as he/she are in the HS/EHS program.
- Provide results of all screenings/re-screenings to Comprehensive Services staff for review and data entry as completed or by day 50.
- Comprehensive Services Staff ***Within 1st 60 days of enrollment***
 - Review education screening information from portfolio or files.
 - Enter data in CLOUDS and complete Screening Results form.
 - Provide caregiver with original Screening Results form and place copy in Head Start/Early Head Start file.

Home Visits

Home visits should be done at the family's home. If parent/caregiver refuses, staff may also complete at an offsite location or at the center with documentation of the reason for completing outside the home.

- Partner Agency Staff ***Within 1st 45 days of enrollment***
 - Schedule time and location of Initial (Returning) Home Visit with caregiver and ensure documentation of parent preference of visit location.
 - Complete Initial (Returning) Home Visit and file documentation in child's file, agency file, or Head Start /Early Head Start files as desired.
- Partner Agency Staff ***May***
 - Schedule time and location on Final Home Visit with caregiver and ensure documentation of parent preference of visit location.
 - Complete Final Home Visit and file documentation in child's agency file, or Head Start /Early Head Start files as desired.
 - Ensure Final Home Visit includes discussion of final assessment results, progress and transition (as applicable).

Ongoing Assessment

- Partner Agency Staff *for Pre-school AND Infant/toddler children*

- Conduct at least three (3) assessments annually. Assessments must include data on children's progress on the Head Start Child Development and Early Learning Framework.
 - Complete child's first assessment **within the 1st 60 days of enrollment.**
 - Complete child's second assessment no more than **150 days after the 1st assessment OR by the end of February,** whichever is first.
 - Complete the child's third assessment within **150 days of the 2nd assessment OR by the end of June,** whichever is first.
 - File all assessment documentation in child's file, agency file, or Head Start /Early Head Start files as desired.
 - If the Desired Results Developmental Profile (DRDP2010) is used to meet this requirement, enter the data into DRDPtech[®].
 - If the DRDP2010 is not used, aggregate and analyze the data and submit to the CSB Partner Manager no later than November 15th and May 15th annually.
- Comprehensive Services Staff
 - Monitor the completion of DRDPtech[®].

Parent Conferences

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

- File documentation in child's folder, agency file, or Head Start /Early Head Start files as desired.

Transitions

- Partner Agency Staff for *toddlers*
 - Create and document a transition plan with caregiver no later than 6 month before child's expected transition date or when the **child is 30 month old**.
 - File documentation in child's file, agency file, or Head Start /Early Head Start files as desired.
- Partner Agency Staff for *children transitioning to Kindergarten*
 - Create and document a Kindergarten transition plan with caregiver no later than **March/April**.
 - It is recommended to provide Kindergarten transition information to caregivers prior to the local Unified School District enrollment deadline for Kindergarten (usually March).
 - File documentation in child's file, agency file, or Head Start /Early Head Start files as desired.

PREGNANT WOMEN

Curriculum

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

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

Eligibility, Enrollment, & Termination

- Ensure eligibility, including required parental willingness to enroll newborn in Early Head Start (EHS) program following birth and through age 3.

- Reminder: A pregnant women is counted as 2 family members for federal programs.
- If Partner Agency Staff enrolls or terminates child, notify CS Staff of enrollment or termination within 24 hours and provide documentation as needed.
- Partner Agency staff will notify CSB as soon as possible after the birth of a child.

File Compilation and Maintenance

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

Family Partnership Agreement

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

Services

- Assist pregnant women to access comprehensive prenatal and postpartum care, through referrals, **immediately after enrollment.** Care must include:
 - Early and continuous risk assessments, which include an assessment of nutritional status as well as nutrition counseling and food assistance, if necessary;
 - Some components to this risk assessment may be completed through the FPA process, while others will be completed by health staff during prenatal and postpartum care visits.
 - Health promotion and treatment, including medical and dental examinations on a schedule deemed appropriate by the attending health care providers as early in the pregnancy as possible; and
 - Mental health interventions and follow-up, including substance abuse prevention and treatment services, as needed.

- Some components of intervention may be completed through the goal development process and program referrals, while others may be completed by health staff during prenatal and postpartum care visits.
- Ensure medical home for the child after birth.
- Ensure mother and newborn receive a 2 week post-partum visit by health staff.

Monitoring

Quality Management Unit

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

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

TABLE A: Service Area Monitoring Plan

SERVICE/ MONITORING AREA	FREQUENCY	RESPONSIBLE TEAM MEMBERS	PROCEDURE/DESCRIPTION
CLASS OBSERVATION	CSB, TWICE YEARLY, WILL CONDUCT INTERNAL CLASS OBSERVATION IN CONJUNCTION WITH GRANTEE'S MONTHLY OBSERVATION	COMPLETED BY EDUCATION MANAGER & SITE SUPERVISORS	✓ OBSERVATION RECORDS AND FEEDBACK FORM ARE MAINTAINED BY EDUCATION MANAGER, SITE SUPERVISOR; RESULTS SHARED WITH EDUCATION, SAM AND EXECUTIVE DIRECTOR/ASSISTANT DIRECTOR. ✓ DOMAIN SCORES FALLING BELOW DESIGNATED THRESHOLD INITIATES A

				<p>CORRECTIVE ACTION PLAN TO BE DEVELOPED BY THE EDUCATION SAM IN PARTNERSHIP WITH THE SITE SUPERVISOR.</p> <p>✓ EXECUTIVE DIRECTOR/ASSISTANT DIRECTOR VALIDATES CORRECTIVE ACTION.</p>
EDUCATION MONITORING	MONTHLY-SUBMITTED TO EXECUTIVE DIRECTOR/ASSISTANT DIRECTOR	EDUCATION MANAGER & SITE SUPERVISOR	<p>✓ PRESCHOOL CLASSROOM MONITORING CHECKLISTS.</p> <p>✓ LESSON PLAN CHECKLIST.</p> <p>✓ OPERATION ASSESSMENT GUIDE (FULL-DAY/TRADITIONAL)</p>	
HEALTH AND SAFETY MONITORING	MONTHLY-SUBMITTED TO EXECUTIVE DIRECTOR/ASSISTANT DIRECTOR	HEALTH AND SAFETY OFFICER	<p>✓ CENTERS SUBMIT MONTHLY HEALTH AND SAFETY CHECKLISTS TO FBHS AND GRANTEE FOR ENTRY AND TRACKING AND USE FOR QUARTERLY GRANTEE HSO MEETINGS.</p>	
COMPREHENSIVE SERVICES COMPLIANCE	MONTHLY	SAM & EXECUTIVE DIRECTOR/ASSISTANT DIRECTOR	<p>✓ FBHS AREA PIR REPORTS SUBMITTED TO GRANTEE DIVISION MANAGER</p>	
	QUARTERLY MONITORING	EDUCATION MANAGER & FAMILY SERVICE ASSISTANT	<p>✓ USE OF FCC OPERATION ASSESSMENT GUIDE FOR QUARTERLY VISITS</p> <p>✓ FCC HEALTH & SAFETY CHECKLIST</p>	

TABLE B: Grantee Quality Management Unit Monitoring Plan

SERVICE/ MONITORING AREA	FREQUENCY	RESPONSIBLE TEAM MEMBERS	PROCEDURE/DESCRIPTION	PARTNERS
CLASS OBSERVATION	50% SAMPLING/TWICE PER YEAR OF RANDOMLY SELECTED SAMPLE OF CLASSROOMS.	CLASS RELIABLE QMU CS EDUCATION MANAGER LIAISON OR DESIGNEE	<p>✓ SELECTED CLASSROOMS RECEIVE (2) 20-MINUTE OBSERVATIONS OCTOBER-NOVEMBER.</p> <p>✓ SAME IDENTIFIED CLASSROOMS RECEIVE A SECOND CLASS OBSERVATION MARCH- APRIL</p> <p>✓ OBSERVATION SHEETS, CLASS SCORING SUMMARY SHEET, AND FEEDBACK FORM ARE DISSEMINATED TO SITE SUPERVISOR, EDUCATION CSM AND ASSISTANT DIRECTOR.</p> <p>✓ SCORES FALLING BELOW DESIGNATED THRESHOLD TRIGGERS A CORRECTIVE ACTION PLAN PROCEDURES AND VALIDATION.</p> <p>✓ QMU CLERK COMPLETES DATA ENTRY AND TRACKS RECEIPT OF VALIDATED FEEDBACK FORMS.</p>	<p>INCLUDED IN RANDOM SELECTION</p> <p>✓ SCORES FALLING BELOW DESIGNATED THRESHOLD TRIGGERS CORRECTIVE ACTION PLAN PROCEDURES AND VALIDATION.</p> <p>✓ QMU CLERK COMPLETES DATA ENTRY AND TRACKS RECEIPT OF VALIDATED FEEDBACK FORMS.</p> <p>✓ CSM SUPPORTING PARTNERS EDUCATION REVIEWS EDUCATION</p>

<p>EDUCATION MONITORING (INFANT/TODDLER & PRESCHOOL)</p>	<p>100% MONITORING OF ALL DIRECTLY OPERATED, PARTNER AND DELEGATE AGENCY CENTERS.</p>	<p>QMU CHILDREN SERVICES MANAGER AND CS EDUCATION MANAGER LIAISON</p>	<p>✓ EDUCATION MONITORING TOOL AND FEEDBACK FORM ARE DISSEMINATED TO SITE SUPERVISOR, EDUCATION CSM AND ASSISTANT DIRECTOR. ✓ SCORES FALLING BELOW DESIGNATED THRESHOLD TRIGGERS CORRECTIVE ACTION PLAN PROCEDURES AND VALIDATION. ✓ QMU CLERK COMPLETES DATA ENTRY AND TRACKS RECEIPT OF VALIDATED FEEDBACK FORMS.</p>	<p>MONITORING AND OFFER ASSISTANCE AS NEEDED.</p>
<p>HEALTH AND SAFETY MONITORING</p>	<p>30% SAMPLE OF CLASSROOMS AT EACH CENTER.</p>	<p>QMU CHILDREN SERVICES</p>	<p>✓ QMU CENTER HEALTH AND SAFETY MONITORING TOOL AND FEEDBACK FORM ARE DISSEMINATED TO SITE</p>	<p>INCLUDED IN 100% OF EDUCATION MONITORING ✓ SCORES FALLING BELOW DESIGNATED THRESHOLD TRIGGERS CORRECTIVE ACTION PLAN PROCEDURES AND PROCEDURES. ✓ QMU CLERK COMPLETES DATA ENTRY AND TRACKS RECEIPT OF VALIDATED FEEDBACK FORMS.</p> <p>INCLUDED IN 30% SAMPLE ✓ NON-</p>

		<p>MANAGER, CS EDUCATION</p> <p>MANAGER LIAISON AND/OR CSAMS</p>	<p>SUPERVISOR AND ASSISTANT DIRECTOR.</p> <p>✓ NON-COMPLIANCES TRIGGER CORRECTIVE ACTION PLAN PROCEDURES AND VALIDATION.</p> <p>✓ QMU CLERK COMPLETES DATA ENTRY AND TRACKS RECEIPT OF VALIDATED FEEDBACK FORMS.</p>	<p>COMPLIANCES TRIGGER CORRECTIVE ACTION PLAN PROCEDURES AND VALIDATION.</p> <p>✓ QMU CLERK COMPLETES DATA ENTRY AND TRACKS RECEIPT OF VALIDATED FEEDBACK FORMS.</p>
<p>COMPREHENSIVE SERVICES COMPLIANCE</p>	<p>30% SAMPLE OF FILES AT EACH CENTER.</p>	<p>QMU CHILDREN SERVICES MANAGER AND CS ASSISTANT MANAGERS</p>	<p>✓ QMU COMPREHENSIVE SERVICES COMPLIANCE MONITORING TOOL AND FEEDBACK FORM ARE DISSEMINATED TO THE SITE SUPERVISOR AND ASSISTANT DIRECTOR.</p> <p>✓ NON-COMPLIANCES TRIGGER CORRECTIVE ACTION PLAN AND VALIDATION.</p> <p>✓ QMU CLERK COMPLETES DATA ENTRY AND TRACKS RECEIPT OF VALIDATED FEEDBACK FORMS.</p>	<p>INCLUDED IN 30% SAMPLE</p> <p>✓ NON-COMPLIANCES TRIGGER CORRECTIVE ACTION PLAN AND VALIDATION.</p> <p>✓ QMU CLERK COMPLETES DATA ENTRY AND TRACKS RECEIPT OF VALIDATED FEEDBACK FORMS.</p>

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

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

MONITORING TOOL	DISTRIBUTION LIST
EDUCATION	SITE SUPERVISOR, EDUCATION MANAGER, EXECUTIVE DIRECTOR/ASSISTANT DIRECTOR, PARTNER UNIT STAFF
CLASS	SITE SUPERVISOR, EDUCATION MANAGER, EXECUTIVE DIRECTOR/ASSISTANT DIRECTOR, PARTNER UNIT STAFF
NEED AND ELIGIBILITY	SITE SUPERVISOR, EXECUTIVE DIRECTOR/ASSISTANT DIRECTOR, PARTNER UNIT STAFF
HEALTH AND SAFETY	SITE SUPERVISOR, EXECUTIVE DIRECTOR/ASSISTANT DIRECTOR, PARTNER UNIT STAFF

B. Correction, Action Plan, and Validation for Non-Compliances: Responsible person for completing corrective actions and submitting to Executive Director/Assistant Director is as follows:

MONITORING TOOL	RESPONSIBLE PERSON FOR CORRECTIONS	DESIGNATED SAM FOR VALIDATION
EDUCATION	SITE SUPERVISOR, PARTNER UNIT STAFF	EDUCATION MANAGER (EM)

CLASS	SITE SUPERVISOR, PARTNER UNIT STAFF	EDUCATION MANAGER
COMPREHENSIVE SERVICES COMPLIANCE	SITE SUPERVISOR, PARTNER UNIT STAFF	EXECUTIVE DIRECTOR/ASSISTANT DIRECTOR (ED/AD)
NEED AND ELIGIBILITY	SITE SUPERVISOR, PARTNER UNIT STAFF	EXECUTIVE DIRECTOR/ASSISTANT DIRECTOR

- Responsible person submits proof of corrective actions to Grantee CSM within 10 working days.
- Partner Analyst and/or designee validates correction within 14 working.