



ORANGE COUNTY HEAD START, INC.
2501 S. Pullman Street, Suite 100
Santa Ana, CA 92705
714-241-8920
www.ochsinc.org

September 1, 2020

Mr. Jim Sadro
City Manager
City of La Habra
215 N. Euclid Street
La Habra, CA 90631

Re: 2020-2021 Agreement for Delegation of Early Head Start Program Operations

Dear Mr. Sadro,

Attached to this letter, please find the City of La Habra's 2020-2021 Agreement for Delegation of Early Head Start Program Operations (Agreement). Please review the Agreement, obtain the required approvals from the City's Governing Body and Early Head Start Policy Committee, and return the unaltered, fully executed Agreement back to Orange County Head Start, Inc. (OCHS). Further guidelines are below.

The funds for this Agreement are from Grant Number 09CH011146 (Year 1); The total FY 2020 funding (July 1, 2020 – June 30, 2021) and required program options are included on Attachment B of the 2019-2020 Agreement.

A complete Agreement package must be received no later than September 30, 2020 and will be deemed accepted by OCHS when all of the following items and information requested are completed and provided to OCHS without exception:

1. The City's Governing Board and Policy Committee (PC) approve the Agreement; and,
2. The City provides OCHS:
 - a. A fully executed, unaltered, original Agreement (Board Chair Initials on all pages and Board Chair Signature on the last page of the Agreement);
 - b. The City's Board and PC minutes showing approval of the Agreement and vote; and
 - c. A letter signed by the City's Board and PC Chairs indicating approval at their respective meetings or official minutes from the respective meetings in which the Agreement was approved.

If your agency requires special technical assistance regarding this matter, please contact me anytime.

Sincerely,

Colleen Versteeg
Executive Director

Cc: Catherine Villanueva, Child Development Manager

ORANGE COUNTY
HEAD START, INC.
AND
THE CITY OF
LA HABRA

*Agreement
for
Delegation
of Early
Head Start
Program
Operations*

**FISCAL
YEAR
2020-2021**

Contents

1. AUTHORIZATION TO OPERATE HEAD START PROGRAMS.....	1
2. PURPOSE OF AGREEMENT	1
3. TERM OF AGREEMENT.....	2
4. COMPLIANCE WITH APPROVED PROGRAM	2
5. ACKNOWLEDGMENT OF APPLICABLE REGULATION INCORPORATED HEREIN BY REFERENCE	2
6. AGREEMENT AMENDMENTS.....	3
7. NON-APPROPRIATION OF FUNDS.....	4
8. ENFORCEMENT SANCTIONS.....	5
9. GOVERNANCE.....	5
10. BOARD AND POLICY COMMITTEE BYLAWS, ARTICLES OF INCORPORATION, AND IMPASSE PROCEDURES	11
11. DETERMINING COMMUNITY STRENGTHS, NEEDS, AND RESOURCES	11
12. ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT, AND ATTENDANCE (ERSEA) PLAN	12
13. ACF/DHHS HEAD START GUIDELINES FOR ENROLLMENT OF CHILDREN FOR SERVICES UNDER IDEA.....	15
14. PROGRAM MANAGEMENT AND QUALITY IMPROVEMENT.....	16
15. MONITORING PROGRAM PERFORMANCE.....	21
16. PROFESSIONAL DEVELOPMENT	29
17. PROGRAM SELF-ASSESSMENT	31
18. RISK MANAGEMENT	32
19. DEFICIENCY DESIGNATION AND DEFINITION.....	33
20. NOTIFICATION TO SUBRECIPIENT AGENCIES OF DEFICIENCY(IES) AND FOLLOW-UP CORRECTIONS AND SANCTIONS	33
21. SPECIAL AWARD OR AGREEMENT CONDITIONS	35
22. INTERIM ADMINISTRATIVE MANAGEMENT	36
23. DISALLOWANCE OF PAYMENTS AND SUSPENSION.....	36
24. TERMINATION OF AGREEMENT	37
25. APPEALS OF TERMINATION OR DEFUNDING.....	40
26. FISCAL MANAGEMENT	41
27. PROCUREMENT	47
28. LIMITATION OF DEVELOPMENT AND ADMINISTRATIVE COSTS	49
29. INSURANCE AND BONDING REQUIREMENTS	49
30. WAGE COMPARIBILITY STUDY	51

31.	HOLD HARMLESS AND INDEMNIFICATION.....	52
32.	FINAL REPORT.....	52
33.	EVIDENCE OF NON PROFIT STATUS	52
34.	DAVIS-BACON ACT	52
35.	PRIOR APPROVALS REQUIRED.....	53
36.	FACILITIES.....	54
37.	NOTICE OF FEDERAL INTEREST	57
38.	PERSONNEL AND GENERAL ADMINISTRATION.....	57
39.	CODE OF CONDUCT	58
40.	CONFIDENTIALITY.....	59
41.	DISCLOSURES WITH, AND WITHOUT, PARENTAL CONSENT	59
42.	PARENTAL RIGHTS.....	61
43.	NEPOTISM.....	62
44.	PROPERTY MANAGEMENT AND EQUIPMENT.....	62
45.	RECORD RETENTION AND ACCESS REQUIREMENTS FOR RECORDS	63
46.	PROHIBITION AGAINST USE OF EARLY HEAD START FUNDS TO INFLUENCE LEGISLATION OR APPROPRIATIONS	64
47.	PATENTS	64
48.	PRESS RELEASES	64
49.	COPYRIGHTS.....	64
50.	COMPLIANCE WITH CIVIL RIGHTS LAWS	65
51.	COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT AND AMERICANS WITH DISABILITIES	65
52.	SEVERABILITY OF PROVISIONS.....	65
53.	REQUESTING TRAINING AND/OR TECHNICAL ASSISTANCE FROM GRANTEE	65
54.	ENTIRE AGREEMENT	65
55.	INTERPRETATION.....	66
56.	APPLICABLE LAW.....	66
57.	AGREEMENT AMENDMENTS	66
58.	CHILD RECORDS	66
59.	NOTICES	66

**ORANGE COUNTY HEAD START, INC. AGREEMENT
FOR
DELEGATION OF EARLY HEAD START PROGRAM OPERATIONS
FISCAL YEAR 2020-2021**

1. AUTHORIZATION TO OPERATE HEAD START PROGRAMS

This Agreement for delegation of Early Head Start Program Operations (“Agreement”) is made and entered into effective the 1st day of July 2020 by and between Orange County Head Start, Inc., a California non-profit corporation (“OCHS” or “Grantee”), with principle offices at 2501 S. Pullman St, Suite 100, Santa Ana, CA 92705 and the City of La Habra, a California Municipal Corporation (“City” or “Subrecipient”) with principle offices at 215 N. Euclid Street, La Habra, CA 90631, for the delegation and operation by Subrecipient of a portion of the Grantee’s Head Start program described in Attachments B and E.

Authorization for the Federal Head Start and Early Head Start program for eligible children, including children with disabilities, is contained in Public Law 110-134, Head Start Act of 2007, and amendments thereto. OCHS, funded by the U.S. Department of Health and Human Services (HHS), Administration for Children and Families (ACF), Office of Head Start (OHS) pursuant to the authority to fund the Head Start and Early Head Start programs to benefit eligible children and their families, is beginning Year Five of a five-year federal award grant for the 2020-2021 program year. OCHS hereby contracts with the City for Head Start program operations as specified herein.

This Agreement shall govern activities and responsibilities to be carried out by the Subrecipient on behalf of OCHS. Subrecipient is, by virtue of this Agreement, a Subrecipient of OCHS under Head Start as identified in the Head Start Act, as amended, and desires to operate its Head Start Program strictly in accordance with said statute, all applicable federal, California and local laws and administrative regulations, and pursuant to the terms and conditions of this Agreement.

Subrecipient is solely responsible for any and all of its programmatic decisions and its financial obligations as a result of non-compliance with any law, regulation, policy, or requirements of this Subrecipient Agreement. Subrecipients are independent contractors that are required to fully implement the terms and conditions of this Agreement, inclusive of all written directives from OCHS to be in compliance with all applicable laws and regulations.

In consideration of the mutual covenants and conditions herein, the Grantee and Subrecipient agree as follows:

2. PURPOSE OF AGREEMENT

The Head Start Act, 42 U.S.C. Section 9801, *et seq.*, as amended, (hereinafter the “Head Start Act”) and provisions of 45 CFR Section 1303.31(b) require that delegation of program operations under a Head Start/Early Head Start grant shall be formalized by written agreement between the Grantee and Subrecipient and that such delegation be approved by the responsible HHS official. Consistent with the HHS Grants Policy Directives, the written agreement shall contain specific information and requirements. This Agreement contains specific provisions related to all required program elements as specified.

43 **3. TERM OF AGREEMENT**

44 This Subrecipient Agreement is effective July 1, 2020, and continues in full force and effect through
45 June 30, 2021, unless early termination occurs in accordance with the terms of Section 24, Termination,
46 OCHS Policies, or funds are no longer available from the funding source(s).

47 **4. COMPLIANCE WITH APPROVED PROGRAM**

48 All activities authorized by this Agreement shall be performed in accordance with the approved work
49 program and the approved budget as set forth in the grant conditions and relevant DHHS directives or
50 other directives as stipulated by the Grantee. Failure to comply with any of the Agreement provisions may
51 result in termination of this Agreement or other remedies available to the Grantee.

52 Subrecipient shall, in a satisfactory and proper manner as reasonably determined by the Grantee, perform
53 the work set forth in the Refunding Application, which is reviewed and approved by the Grantee. In
54 addition, the following are attached hereto and made a part of this Agreement:

- 55 A. Sub Award Information;
- 56 B. Federal Funds, Training and Technical Assistance Funds, and expected Non-Federal Share to
57 be generated by the Subrecipient and the Number of children to be served in the Head Start
58 program by program option (as defined in 45 CFR 1302, Subpart B), and length of the
59 program year in each program offered, which will be fully complied with by the Subrecipient;
- 60 C. Program, Center, Class, Program Option, and Program Option Variation;
- 61 D. Grantee Reporting Requirements of the Subrecipient;
- 62 E. Recruitment and Service Area of the Subrecipient;

63
64 Any changes made to any of the program operations, program approach, program budget, and/or program
65 options by Subrecipient must be supported by program data and must be part of a refunding application
66 that is approved by the Subrecipient Governing Body (Board), Policy Committee, the Grantee and
67 Regional Office, if applicable, prior to making the change. This includes signed statements from
68 Subrecipient Board and Policy Committee Chairs along with Governing Body and Policy Committee
69 minutes documenting each group’s participation in the development of, changes in funding, options,
70 and/or operations and approval. In addition, other kinds of changes to the approved work project or
71 budget require prior approval as stipulated in the program regulations as described in this Agreement and
72 regulations.

73 **5. ACKNOWLEDGMENT OF APPLICABLE REGULATION INCORPORATED HEREIN BY**
74 **REFERENCE**

75 Subrecipient must have present on site or electronically and utilize the following DHHS Regulations (as
76 appropriate for type of organization) and other documents and abide by their requirements at all times.
77 Their terms are fully incorporated herein by reference.

- 78 a. Improving Head Start School Readiness Act of 2007;
- 79 b. Head Start Program Performance Standards 45 CFR Chapter XIII, RIN 0970-AC63 released
80 September 6, 2016;
- 81 c. 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit
82 Requirements for Federal Awards;
- 83 d. 45 CFR Part 16 – Department grant appeals process;
- 84 e. 45 CFR Part 46 – Protection of Human Subjects;
- 85 f. 45 CFR Part 80 - Nondiscrimination Under Programs Receiving Federal Assistance through
86 Department of Health and Human Services;

- 87 g. 45 CFR Part 84 - Nondiscrimination on the Basis of Handicap in Federally Assisted Programs
- 88 h. 2 CFR Part 170 FFATA Sub-award and executive compensation;
- 89 i. 7 CFR Part 226 – Child and Adult Care Food Program (CACFP), in addition to local State CACFP
- 90 regulations;
- 91 j. 2 CFR Part 25.110 CCR/DUNS requirements;
- 92 k. California Child Care Statutes and Regulations, including Title 22, Division 12 of the California
- 93 Code of Regulations, and related Community Care Licensing Regulations;
- 94 l. California Code of Regulations, Title 5, Chapter 2, Subchapter 2, Article 3, Section 432
- 95 m. Other regulations as specified within the above-mentioned regulations and/or throughout this
- 96 agreement including but not limited to HHS Policy Directives; Head Start Information
- 97 Memorandums, Program Information Notices, policy clarifications and other guidance issued by
- 98 the Office of Head Start or found on the Early Childhood Learning and Knowledge Center
- 99 (ECLKC) website;
- 100 n. Head Start Early Learning Outcomes Framework 2015.

101
102 Subrecipient shall thoroughly examine and demonstrate an understanding of the documents, as specified
103 above. Subrecipient shall, in a satisfactory and proper manner, as determined by Grantee, operate the
104 program strictly in accordance with this document and its attachments, as well as in accordance with all
105 applicable federal, state and local laws and regulations, and applicable Grantee policies and procedures.
106 The failure or omission of any Subrecipient to examine any of the documents shall in no way relieve
107 Subrecipient from obligations with respect to the documents. Subrecipient warrants that by executing this
108 Agreement, Subrecipient has access to all of the documents listed above and has examined and
109 understood their contents. The failure or omission of the Subrecipient to comply with requirements of the
110 above documents, this Agreement and its attachments, applicable federal, state, local laws and
111 regulations, applicable Grantee policies and procedures or the terms and conditions of this Agreement
112 may constitute a breach of Subrecipient’s obligations with respect to this Agreement.

113
114 If the Grantee has reasonable cause to believe that the Subrecipient has failed to comply with the terms of
115 this Agreement, the Grantee may pursue its remedies outlined throughout this Agreement and any others
116 within the law.

117 **6. AGREEMENT AMENDMENTS**

118 If Subrecipient believes there is ambiguity, discrepancy, omission or other errors in this Subrecipient
119 Agreement, the Subrecipient shall immediately notify OCHS in writing and request clarification. OCHS-
120 approved modifications to the Agreement shall be made by written amendment to this Agreement and
121 signed by both parties, except as set forth in Section 7, Non-Appropriation of Funds, and Section 8,
122 Enforcement Sanctions. Sanctions are made unilaterally by OCHS. OCHS shall issue such a letter
123 specifying the sanctions and indicating the actions that must be taken to resolve the problem. Subrecipient
124 shall have fifteen (15) calendar days from the date of the letter to notify OCHS in writing if Subrecipient
125 does not agree with the cited notifications, to provide evidence that the problem/issue does not exist or
126 has been corrected and to request a release from the enforcement action. If Subrecipient does not agree
127 with, or does not accept the requirements for compliance, OCHS may notify Subrecipient of OCHS’s
128 intent to terminate the Agreement as specified in Section 24 – Termination of this Agreement.

129
130 ***Revising Agreement – No Financial Impact***

131 It is anticipated that during the course of this Subrecipient Agreement, certain clarifying, non-economic
132 revisions to the attachments, which are a part of this Subrecipient Agreement, may be needed. In these

133 instances, OCHS shall issue such revised attachment(s) to the Subrecipient accompanied by a cover
134 letter specifying the attachment being revised and indicating the revision number of such revision.
135 Subrecipient shall have fifteen (15) days from the date of the cover letter to notify OCHS in writing if
136 Subrecipient does not agree with, or does not accept, such revision except as specified in Section 6,
137 Subrecipient Agreement Amendments. Absent such timely, written notification, the revision(s) to
138 attachment(s) made in this manner shall be deemed accepted by both parties.

139
140 In addition, Subrecipient may, from time to time, submit to OCHS a Budget Adjustment Request (BAR).
141 Subrecipient shall follow the OCHS BAR process as described in the Orange Book. If such request from
142 Subrecipient has been approved by OCHS and will not increase or decrease the allocation specified in
143 Attachment B, the approved BAR and any supporting revised Attachment(s) shall be issued to
144 Subrecipient. OCHS will respond to Subrecipient's request within thirty (30) days, where all required
145 documents and appropriate signatures are submitted with the BAR. Where required documents or
146 signatures are not provided, the thirty (30) days shall begin upon receipt by OCHS of all required, and/or
147 requested documents and/or original signatures. This timeframe is exclusive of any prior, written
148 approval requirements of the Office of Head Start.

149
150 ***Revising Agreement with Financial (Budget) Impact***

151 OCHS shall allocate funds as specified in Subrecipient Agreement Attachment B to the Subrecipient for
152 full and satisfactory performance of the work to be completed under this Agreement, consistent with the
153 requirements as specified herein. If the stated amount is increased or decreased, the revised allocation
154 shall be specified by a fully executed Subrecipient Agreement Amendment and a revised Subrecipient
155 Agreement, Attachment B.

156
157 In the event there are Federal/State changes that affect provisions of this Subrecipient Agreement, those
158 changes shall supersede any and all affected provisions. It shall be OCHS's responsibility to advise
159 Subrecipient of such changes through written directives

160 **7. NON-APPROPRIATION OF FUNDS**

161 OCHS's financial and other obligations with respect to this Agreement are contingent upon receipt of
162 funds for the operation of the Head Start and Early Head Start program from the HHS/OHS. To the extent
163 that OCHS does not receive such funds for which OCHS contracts with a Subrecipient to operate, this
164 Subrecipient Agreement may be terminated immediately or as directed by the funding source.

165
166 It is mutually agreed that if the current year Federal appropriation and budget do not contain and provide
167 sufficient funds for the program(s), this Subrecipient Agreement shall be of no further force and effect. In
168 this event, OCHS shall have no liability to pay any funds to the Subrecipient or furnish any other
169 considerations under this Subrecipient Agreement, and Subrecipient shall not be obligated to perform any
170 provisions of this Subrecipient Agreement. OCHS shall notify Subrecipient in writing of any such non-
171 appropriation reduction or lack of award of funds at the earliest possible date and shall attempt to provide
172 for orderly closeout of program operations provided funds are received from the appropriate funding
173 source(s) for this purpose.

174
175 If Grantee funding is reduced, revised or terminated by the HHS/OHS, OCHS shall have the option to
176 either cancel this Subrecipient Agreement, with no liability occurring to OCHS, or offer an amendment to
177 this Agreement to reflect such reductions and/or revisions.

178 **8. ENFORCEMENT SANCTIONS**

179 Subrecipient’s non-compliance with any of the terms of this Agreement may result in OCHS imposing
180 any of the following sanctions:

- 181 a. Temporarily withholding cash payments pending correction of the non-compliance or deficiency
182 or more severe enforcement action;
- 183 b. Making payments to Subrecipient Agency on a reimbursement basis only;
- 184 c. Disallowing (that is, deny both use of funds and any applicable matching credit for) all or part of
185 the cost of the activity or action not in compliance;
- 186 d. Recommending suspension or debarment proceedings be initiated by the Federal awarding
187 agency;
- 188 e. Reducing slots, funding and/or recruitment area;
- 189 f. Placing the Subrecipient on Interim Administrative Management;
- 190 g. Requiring additional, more detailed, program and fiscal reporting requirements;
- 191 h. Increasing the Subrecipient’s prior approval requirements and timelines;
- 192 i. Increasing grantee monitoring;
- 193 j. Requiring the Subrecipient to obtain technical or management assistance or participate in OCHS
194 directed training/technical assistance activities;
- 195 k. Withholding further Federal awards for the project or program;
- 196 l. Wholly or partly suspending or terminating the Federal award;
- 197 m. Any other sanctions available by law, regulations, this Agreement or other OCHS Procedures.

198
199 Subrecipient must comply with the terms and conditions of the project period award in the specified
200 timeframes by completing the activities outlined below and, where required, submit the results to the
201 Grantee within the identified and required timeframes.

202 **9. GOVERNANCE**

203 Upon receiving designation as an OCHS Subrecipient Agency, the Subrecipient must establish and
204 maintain a formal structure for program governance that includes a Governing Body, a Policy Committee
205 and Parent Committees at each center location.

206 The Governing Body has the legal and fiscal responsibility to administer and oversee the Agency’s Early
207 Head Start program. Policy Committees are responsible for the direction of the agency’s Early Head Start
208 programs. When Governing Body and Policy Committee approvals are required and/or requested by the
209 Grantee they must contain all the following:

- 210 a. Signed statements from Subrecipient Board and Policy Committee Chairs as requested by the
211 Grantee;
- 212 b. Governing Board and Policy Committee minutes documenting each group’s participation in the
213 development of the application, corrective action, policies, procedures, plans, etc., their
214 understanding of the budget, program option, and/or program operation changes, the vote and
215 approval; and
- 216 c. Any other documents the Grantee requests to demonstrate compliance with the Head Start Act and
217 Program Performance Standards.

218

219

220 **Governing Body**

221 ***Composition***

222 The composition of a Governing Body must be in accordance with the requirements specified at Section
223 642(c)(1)(B) of the Act, except where specific exceptions are authorized in the case of public entities at
224 Section 642(c)(1)(D) of the Act. Agencies must ensure members of the Governing Body do not have a
225 conflict of interest, pursuant to Section 642(c)(1)(C) of the Act. A roster of the Governing Body that
226 includes names, background, expertise, accurate and usable email address and phone number, and Board
227 Officers must be provided to the Grantee (Attachment D, Month of August). In accordance with Section
228 642(c)(1)(D) of the Act, the Governing Body shall be composed as follows:

- 229 a. not less than one (1) member shall have a background and expertise in fiscal management or
230 accounting;
- 231 b. not less than one (1) member shall have a background and expertise in early childhood education
232 and development;
- 233 c. not less than one (1) member shall be a licensed attorney familiar with issues that come before the
234 Governing Body.
- 235 d. additional members shall:
- 236 i. reflect the community to be served and include parents of children who are currently, or
237 were formerly, enrolled in Early Head Start program; and
- 238 ii. are selected for their expertise in education, business administration, or community affairs.
- 239 e. exceptions shall be made to the requirements of clauses (a) through (d) for members of a
240 Governing Body when those members oversee a public entity and are selected to their positions
241 with the public entity by public election or political appointment.
- 242 f. if a person described in clause (a), (b), or (c) is not available to serve as a member of the
243 Governing Body, the Governing Body shall use a consultant, or another individual with relevant
244 expertise, with the qualifications described in that clause, who shall work directly with the
245 Governing Body.

246
247 Members of the Governing Body shall:

- 248 a. not have a financial conflict of interest with the Early Head Start agency (including any
249 Subrecipient agency);
- 250 b. not receive compensation for serving on the Governing Body or for providing services to the Early
251 Head Start agency;
- 252 c. not be employed, nor shall members of their immediate family be employed, by the Early Head
253 Start agency (including any Subrecipient agency); and
- 254 d. operate as an entity independent of staff employed by the Early Head Start agency.
- 255
- 256 • **EXCEPTION:** If an individual holds a position as a result of public election or political
257 appointment, and such position carries with it a concurrent appointment to serve as a member of
258 an Early Head Start agency Governing Body, and such individual has any conflict of interest
259 described in clause b or c above
 - 260 o such individual shall not be prohibited from serving on such body and the Early Head Start
261 agency shall report such conflict to the grantee; and
 - 262 o if the position held as a result of public election or political appointment provides
263 compensation, such individual shall not be prohibited from receiving such compensation.
- 264
265
266

267 **Responsibilities**

268 Governing Body responsibilities may not be delegated. The Governing Body shall:

- 269 a. have legal and fiscal responsibility for administering and overseeing the Agency’s Early Head
270 Start program. Each Governing Body (Board of Directors/Education) must ensure that appropriate
271 internal controls are established and implemented to safeguard federal funds.
- 272 b. adopt policies that assure active, independent, and informed governance of the Early Head Start
273 agency, and fully participate in the development, planning, and evaluation of the Head Start
274 programs to ensure a high quality program;
- 275 c. be responsible for ensuring compliance with Federal laws (including regulations) and applicable
276 State, tribal, and local laws (including regulations); and
- 277 d. be responsible for all activities by reviewing and approving all major policies, including:
- 278 i. annually establishing procedures and criteria for recruitment, selection, and enrollment of
279 children;
 - 280 ii. all applications for funding, and amendments to applications for funding, for programs
281 contained in this Agreement (Attachment D, Month of February for upcoming program
282 year);
 - 283 iii. annually establishing procedures and guidelines for accessing and collecting information
284 and using the information in program planning;
 - 285 iv. annually evaluating, reviewing, revising and approving all major policies of the Agency,
286 including:
 - 287 • The Agency’s progress in carrying out the programmatic and fiscal provisions in
288 the grant application including implementation of corrective actions; and
 - 289 • personnel policies regarding the hiring, evaluation, termination, and compensation
290 of agency employees;
 - 291 • procedures for how members of the Policy Committee are selected.
- 292
- 293 e. be responsible for reviewing and approving, which includes other activities to support program
294 planning and continuous improvement, including:
- 295 i. Grantee ongoing monitoring results and corrective action plans (Attachment D, As
296 Needed/Required);
 - 297 ii. Subrecipient ongoing monitoring results and corrective action plans (Attachment D,
298 Months of May and December);
 - 299 iii. School Readiness Goals/Child Outcomes data and progress towards meeting goals
300 (Attachment D, Months of September, December, March, and July);
 - 301 iv. program goals, measurable objectives, and activities and progress towards meeting them
302 (Attachment D, Months of August, December, March and July);
 - 303 v. the program’s annual self-assessment and corrective action plans (Attachment D, Month of
304 March);
 - 305 vi. the program’s annual community needs assessment (Attachment D, Month of December);
306 including updates;
 - 307 vii. Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA) Policies and
308 Procedures, and Selection Criteria (Attachment D, Month of February);
 - 309 viii. Program Information Report (Attachment D, Month of July);
 - 310 ix. Agency’s Planning Policies, Procedures and Calendar (Attachment D, Month of August);
 - 311 x. the program’s annual financial audit (Attachment D, Month of January);
 - 312 xi. financial management, accounting, and reporting policies, and compliance with laws and
313 regulations related to financial statements, including the:

- 314
- 315
- 316
- 317
- 318
- 319
- 320
- 321
- 322
- 323
- 324
- 325
- 326
- 327
- 328
- 329
- 330
- 331
- 332
- 333
- 334
- 335
- 336
- 337
- 338
- 339
- 340
- 341
- 342
- 343
- 344
- 345
- 346
- 347
- 348
- 349
- 350
- 351
- 352
- 353
- 354
- 355
- 356
- 357
- approval of all major financial expenditures of the agency;
 - annual approval of the operating budget(s) (Attachment D, Month of February for upcoming program year and any changes hereafter);
 - selection (except when a financial auditor is assigned by the State under State law or is assigned under local law) of independent financial auditors who shall report all critical accounting policies and practices to the Governing Body; and
 - monitoring of the agency's actions to correct any audit findings and of other action necessary to comply with applicable laws (including regulations) governing financial statement and accounting practices;
- xii. personnel policies and procedures, including policies and procedures regarding the hiring, evaluation, compensation, and termination of the Executive Director, Early Head Start Director, Director of Human Resources, Chief Fiscal Officer, and any other person in an equivalent position with the agency (Attachment D, Month of August);
- xiii. establishing, adopting, and periodically updating written standards of conduct that establish standards and formal procedures for disclosing, addressing, and resolving:
- any conflict of interest, and any appearance of a conflict of interest, by members of the Governing Body, officers and employees of the Early Head Start agency, and consultants and agents who provide services or furnish goods to the Early Head Start Agency;
 - complaints, including investigations, when appropriate; and
- xiv. to the extent practicable and appropriate, at the discretion of the Governing Body, establishing advisory committees to oversee key responsibilities related to program governance and improvement of the Early Head Start program involved.
- f. Review and approve which includes signed statements from Subrecipient Board and Policy Committee Chairs and Governing Body and Policy Committee minutes documenting each group's participation in the development of the application, corrective action, policies, procedures, plans, etc., their understanding of the budget, program option, and/or program operation changes, the vote and approval and the required/requested/modified/ revised documents associated with the request,
- i. all applications for Early Head Start funding, as well as amendments to the applications, prior to submission to the Grantee;
 - ii. the annual Agreement for Delegation of Early Head Start Program Operations (Agreement), its attachments, and any amendments to the Agreement;
 - iii. the Agency's progress in carrying out the programmatic and fiscal provisions in such Subrecipient's grant application, including implementation and completion of corrective action steps for areas of non-compliance(s) or deficiency(ies) as determined by itself, the Grantee or the Department of Health and Human Services, Administration for Children and Families (ACF).
 - iv. all Corrective Action Plans;
 - v. any additional items requested or required by the Grantee.
- g. establish procedures that ensure the sharing of accurate and regular information for use by the Governing Body and Policy Committee about program planning, policies, and Early Head Start operations, including maintaining and submitting to the Grantee all governance reports and meeting materials with agendas, minutes, action items, education and/or training sessions, and all

358 attachments pertaining to Early Head Start business (Attachment D – Monthly) that include but
359 are not limited to:

- 360 i. monthly financial statements including administrative costs, non-federal share, and credit
361 card expenditures using actual statements. For months where no meeting is held,
362 Subrecipient must still provide Board and Policy Committee with Monthly statements.
363 Proof of electronic correspondence with required documents must be submitted to the
364 Grantee in lieu of minutes (Attachment D – Monthly);
- 365 ii. monthly program information summaries. For months where no meeting is held,
366 Subrecipient must still provide Board and Policy Committee with Monthly statements.
367 Proof of electronic correspondence with required documents must be submitted to the
368 Grantee in lieu of minutes (Attachment D – Monthly (must be shared regardless of whether
369 a meeting takes place));
- 370 iii. monthly program reports regarding enrollment, attendance and current waitlists. For
371 months where no meeting is held, Subrecipient must still provide Board and Policy
372 Committee with Monthly statements. Proof of electronic correspondence with required
373 documents must be submitted to the Grantee in lieu of minutes (Attachment D, Monthly
374 (must be shared regardless of whether a meeting takes place));
- 375 iv. monthly meals and snacks provided through the Department of Agriculture. For months
376 where no meeting is held, Subrecipient must still provide Board and Policy Committee
377 with monthly statements. Proof of electronic correspondence with required documents
378 must be submitted to the Grantee in lieu of minutes (Attachment D, Monthly (must be
379 shared regardless of whether a meeting takes place));
- 380 v. monthly communication from the Grantee, Office of Head Start, and other State
381 Regulatory entities;
- 382 vi. other documents provided in the Board and Policy Committee Packets or at meetings to
383 ensure informed decision-making and program planning ;
- 384 vii. all training documents and educational sessions or information provided to the Board and
385 Policy Committee that ensure oversight responsibilities are being met;
- 386 viii. Any other documents shared with the Board and Policy Committee.
- 387 h. Ensure the Subrecipient provides, at least on a quarterly basis, a projection of estimated costs
388 within its approved budget needed to provide quality services to children and families through the
389 end of the Agreement period.
- 390 i. Ensure that the Subrecipient Agency employs, or obtains the services of, a qualified fiscal officer.
391 In addition, Subrecipient must recruit one or more Board members who possess sufficient
392 financial background and expertise to provide appropriate oversight and review of financial
393 reports of the Subrecipient Agency, as well as the independent audit.
- 394 j. Ensure that Subrecipient is utilizing an appropriate cost allocation plan that is based on actual
395 staffing patterns, program usage, or other appropriate methodology.
- 396 k. Ensure that all Governing Body and Policy Committee policies and procedures are revised and
397 updated as new laws and regulations are enacted or promulgated or due to changing economic
398 conditions (including that the Board of Directors complies with the language in the Head Start Act
399 of 2007 and HSPPS).
- 400 l. Ensure that all requests requiring advanced approval or budget adjustments are submitted to the
401 Grantee and receive appropriate approvals by the Grantee (and ACF, when necessary) prior to
402 taking any programmatic or fiscal actions (Attachment D, As Needed/Required).
- 403 m. Ensure that the members receive appropriate training and technical assistance to ensure that the
404 members understand the information the members receive and can effectively oversee and

405 participate in the programs of the Early Head Start Agency. Training plans must be completed
406 annually. (Attachment D, Months of August).

407 **Policy Committee**

408 Subrecipient must establish and maintain a Policy Committee responsible for the direction of the Early
409 Head Start program at the Agency level.

410 ***Composition***

- 411 a. Subrecipient must establish a Policy Committee in accordance with Section 642(c)(3) of the Act,
412 as early in the program year as possible. Parents of children currently enrolled in each program
413 option must be proportionately represented on the Policy Committee. A Policy Committee roster
414 with current and accurate names, email addresses, phone numbers, and Policy Committee Officers
415 must be submitted to the grantee (Attachment D, Month of October). A Policy Committee meeting
416 schedule must also be submitted to the Grantee (Attachment D, Month of October).
- 417 b. Subrecipient must ensure members of the Policy Committee do not have a conflict of interest
418 pursuant to Sections 642(c)(2)(C) and 642(c)(3)(B) of the Act.
- 419 c. Staff may not serve on the Policy Committee.

420 ***Duties and Responsibilities***

- 421 a. The Policy Committee must approve and submit its decisions in each of the following areas
422 referenced at Section 642(c)(2)(D)(i) through (vii) of the Act.
- 423 b. The Policy Committee must use ongoing monitoring results, data on school readiness goals, other
424 information described in 45 CFR 1302.102, and information described in Section 642(d)(2) of the
425 Act to conduct its responsibilities.

426
427 ***Term***

- 428 a. A member will serve for one year.
- 429 b. If the member intends to serve for another year, s/he must stand for re-election.
- 430 c. The Policy Committee must include in its bylaws how many one-year terms, not to exceed five (5)
431 terms, a person may serve.
- 432 d. A program must seat a successor Policy Committee before an existing Policy Committee may be
433 dissolved.

434
435 ***Reimbursement***

436 Subrecipient must enable low-income members to participate fully in their Policy Committee
437 responsibilities by providing, if necessary, reimbursements for reasonable expenses incurred by the low-
438 income members.

439
440 The Grantee may require and/or shall make training and technical assistance available to Subrecipient
441 staff, Policy Committee members, and Governing Body to assist them in understanding their roles and
442 responsibilities in shared governance. Some of these sessions may be mandatory.

443
444 The Subrecipient Policy Committee shall ensure that it receives appropriate training and technical
445 assistance to ensure that the members understand the information the members receive and can effectively
446 make recommendations and participate in the programs of the Early Start Agency. Training plans must be
447 submitted annually (Attachment D, Month of August).

448

449 Subrecipient is required to have at least one, but up to two, Policy Committee Members serve on the
450 Grantee’s Policy Council at all times.

451
452 Grantee staff may attend the Subrecipient’s monthly governing body meetings to ensure the governing
453 body is involved in the oversight of the changes the agency implements. This allows the governing body
454 to provide OCHS with clarifications about the activities to correct deficiencies.

455
456 ***Governance Screening and Certification***

457 Subrecipients that accept federal funds to operate an Early Head Start program from OCHS must have
458 strong governance systems in place to safeguard federal dollars and provide oversight and direction to the
459 Early Head Start program. The screener organizes the Early Head Start requirements to help Subrecipients
460 identify where they need to make changes and build capacity to fulfill their Early Head Start governance
461 responsibilities.

- 462
- 463 a. Conduct a screening of the organization’s governance and leadership capacity within thirty
464 (30) calendar days of the start of each program year. Required screener to be provided by the
465 Grantee.
 - 466 b. Complete a certification that the governance and leadership capacity screening was conducted
467 in conjunction with the both Governing Body and Policy Committee at their respective
468 meetings and identify any areas of concern.
 - 469 c. Create a separate training plan for the Governing Body and Policy Committee. Board and
470 Policy Committee Training Plans must be developed based on federal regulatory requirements
471 and training needs identified through the Governance Screening data to ensure that all
472 decisions made by the policy committee and the governing body are well-informed and data-
473 driven and allow for informed decision making. Training Plans must be comprehensive and
474 outline monthly trainings for each group.
 - 475 d. Submit the completed screener, both detailed training plans and Board and Policy Committee
476 certification to the Grantee by August 20th of the program year (Attachment D, Month of
477 August).

478 **10. BOARD AND POLICY COMMITTEE BYLAWS, ARTICLES OF INCORPORATION, AND**
479 **IMPASSE PROCEDURES**

480
481 Subrecipient’s current and approved Governing Body (Board) By-Laws, Policy Committee By-Laws and
482 Articles of Incorporation shall be provided to the Grantee concurrent with Subrecipient’s execution of this
483 Agreement (Attachment D, Month of August).

484
485 In accordance with 45 CFR Part 1301.6 – Impasse Procedures, in order to facilitate meaningful
486 consultation and collaboration about decisions of the Governing Body and the Policy Committee, the
487 Subrecipient’s Governing Body and Policy Committee jointly must establish written procedures for
488 resolving internal disputes between the Governing Body and Policy Committee in a timely manner that
489 include impasse procedures. (Attachment D, Month of August).

490 **11. DETERMINING COMMUNITY STRENGTHS, NEEDS, AND RESOURCES**

491 One community assessment, initiated, developed and funded by the Grantee, will be utilized for Orange
492 County. Subrecipient will participate in the planning and design of the community assessment by

493 submitting requested information to the Grantee within the requested timeline. Subrecipient will provide
494 on a timely basis such information as requested by the Grantee and referenced in 45 CFR Part 1302.11
495 regarding the Subrecipient’s assigned service/recruitment area(s) as well as data on child outcomes and
496 family characteristics (Attachment D, Month of December).

497 **12. ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT, AND ATTENDANCE**
498 **(ERSEA) PLAN**

499 Subrecipient must follow the requirements set forth in 45 CFR Part 1302, Subpart A, for the eligibility,
500 recruitment, selection, enrollment and attendance of program participants. The Grantee assigns
501 Subrecipient a specific recruitment and service areas for delivery of Early Head Start services to eligible
502 children and their families as defined in the attached amendment. The purpose of recruitment and service
503 area is to provide definition of geographical boundaries for each Subrecipient providing services under an
504 Agreement with the Grantee (Attachment G).

505
506 Recruitment areas facilitate the ability of parents and the community to identify the responsible
507 Subrecipient Agency for providing services to eligible children, and place responsibility on Subrecipient
508 for dedicating efforts and resources within the specific geographical area. The Subrecipient may not
509 willfully recruit children residing outside of their assigned recruitment area(s). Grantee retains the right to
510 reduce Subrecipient Agency funding for services to children outside of the Subrecipient’s assigned
511 recruitment area(s). The Grantee maintains the rights to serve children in all of its service area.

512
513 Subrecipient is required to follow all Grantee ERSEA procedures and Selection Criteria, including
514 documentation, electronic data input, and utilization of the Grantee ERSEA forms.

515
516 In order to comply with 1302.12(c)(1)(iii) in determining a child’s eligibility, Subrecipients must ensure a
517 means of effectively identifying children who are homeless as defined in Section 725(2) of the
518 McKinney-Vento Homeless Assistance Act at 42 U.S.C. 11434a (2).

519
520 The Subrecipient may enroll a maximum of ten percent (10%) children whose family income exceeds one
521 hundred and thirty percent (130%) of the Federal Poverty Guidelines. This is a maximum and any child
522 enrolled that exceeds this maximum will be considered an “erroneous payment” and a disallowance.
523 Subrecipient’s Governing Body and Policy Committee must approve or disapprove the Agency’s ERSEA
524 plans. The Subrecipient may enroll a maximum of thirty-five percent (35%) of children whose family
525 income is above one hundred percent (100%) but below one hundred and thirty percent (130%) of the
526 poverty line (under 640(a)(1)(B)(iii)(II)) if the Subrecipient shows that it has established and implemented
527 outreach and enrollment policies and procedures that ensure the Agency is meeting the needs of income
528 eligible children prior to meeting the needs of the children eligible in this category.

529
530 If the Subrecipient chooses to enroll participants who do not meet an eligibility criterion, and whose
531 family incomes are between one hundred percent (100%) and one hundred and thirty percent (130%) of
532 the poverty line, the Subrecipient must be able to report to the grantee:

- 533 a. How it is meeting the needs of low-income families or families potentially eligible for public
534 assistance, homeless children, and children in foster care, and include local demographic data on
535 these populations;
- 536 b. Efforts, including outreach, to be fully enrolled with eligible pregnant women or children; and
- 537 c. The eligibility criteria category of each child on the program’s waiting list.

538 Subrecipient must provide the Grantee a Program Year Calendar indicating student service days, non-
539 student days, staff development days, and holidays (Attachment D, Month of August).

540
541 In order to reach those most in need of services, Subrecipients must develop and implement a recruitment
542 process designed to actively inform all families with eligible children within the recruitment area of the
543 availability of program services, and encourage and assist them in applying for admission to the program.
544 Subrecipients must include specific efforts to actively locate and recruit children with disabilities and
545 other vulnerable children, including homeless children and children in foster care. Subrecipients must
546 submit a Recruitment Log on the 5th day of every month for the prior month, showing the Subrecipient's
547 efforts to be fully enrolled (Attachment D, Monthly).

548
549 Subrecipients must develop at the beginning of each enrollment year and maintain during the year a
550 waiting list that ranks children according to the program's selection criteria.

551
552 Full enrollment for the Subrecipient must be achieved by September 30th. All enrollment information,
553 including eligibility and enrollment notes, must be entered into ChildPlus for each child/family. For each
554 new program year, in order for a child to be considered enrolled, for both new and returning children, the
555 child must have attended at least one class for center-based programs or at least home visit for home-
556 based programs. For home-based programs, the home visit must take place within one week from the first
557 day of the program year for full-year programming (EHS) and within one week of the first day of school
558 for part year programming (HS). For children receiving approved virtual services due to special
559 circumstances, the child must have participated in a virtual home visit which must include completion of
560 the developmental and social-emotional screenings, and at least two activities with the child to be
561 considered enrolled in the program. All enrolled children must have attended at least one class for center-
562 based or at least home visit for home-based. Under no circumstances shall the Subrecipient practice over-
563 enrollment in any classroom in which actual attendance exceeds the preferred child-adult ratios and class
564 size. In the event the Subrecipient fails to report one hundred percent (100%) full enrollment or fails to
565 maintain one hundred percent (100%) full enrollment of its funded slots for any period beyond sixty (60)
566 consecutive days, the Grantee may, in its sole discretion, deem the Subrecipient to be in breach of this
567 Agreement and defund the Subrecipient solely with respect to the slots in question so long as said breach
568 remains. Grantee may also determine the Subrecipient to be in non-compliance status and/or place
569 Subrecipient on a Corrective Action Plan.

570
571 If there is a special circumstance for which a child needs to be considered for enrollment, the Subrecipient
572 must complete a Special Circumstance Rationale Form and submit it to the Grantee for review and
573 approval.

574
575 For home base services, Subrecipient shall:
576 1. For EHS:
577 a. Provide one home visit per week per family that lasts at least an hour and a half and provide a
578 minimum of 46 visits per year; and
579 b. Provide, at a minimum, 22 group socialization activities distributed over the course of the program
580 year.

581
582 Subrecipient must provide Grantee with a chart of expected home base home visits and socializations per
583 month per program. (Attachment D, Month of August)

584
585

- 586 A program that implements a home-based option must:
- 587 i. Make up planned home visits or scheduled group socialization activities that were canceled by the
 - 588 program, and to the extent possible attempt to make up planned home visits canceled by the
 - 589 family, when this is necessary to meet the minimum requirements; and,
 - 590 ii. Not replace home visits or scheduled group socialization activities for medical or social service
 - 591 appointments for the purposes of meeting the minimum requirements.

592

593 A program that implements a home-based option must maintain an average caseload of 10 to 12 families

594 per home visitor with a maximum of 12 families for any individual home visitor.

595

596 Subrecipient must track completion of home visits and attendance at socializations as per tracking system

597 utilized by the Grantee, and analyze the causes of canceled home visits and low participation at

598 socializations. The program must use this data to make necessary changes in a timely manner as part of

599 ongoing oversight and correction and inform its continuous improvement efforts. If canceled home visits

600 are not consistently made up to meet the minimum requirement of visits, the Subrecipient will be required

601 to complete a Corrective Action Plan (CAP)

602

603 Subrecipients must submit their agency Transition Plans to the Grantee (Attachment D, Month of August.

604 In accordance with 1302.70, the Subrecipient must implement strategies and practices to support

605 successful transitions for children and their families transitioning out of Early Head Start. To ensure the

606 most appropriate placement and service following participation in Head Start, such programs must, at

607 least six months prior to the child's third birthday, implement transition planning for each child and

608 family that:

- 609 • takes into account the child's developmental level and health and disability status, progress made
 - 610 by the child and family while in Head Start, current and changing family circumstances and, the
 - 611 availability of Head Start, other public pre-kindergarten, and other early education and child
 - 612 development services in the community that will meet the needs of the child and family; and,
- 613 • transitions the child into Head Start or another program as soon as possible after the child's third
 - 614 birthday but permits the child to remain in Early Head Start for a limited number of additional
 - 615 months following the child's third birthday if necessary for an appropriate transition and approved
 - 616 by the Grantee

617

618 Subrecipient must submit a monthly Transition Matrix indicating children at the age of 2 years, 9 months

619 or older, and plans for each child's transition (Appendix D, Monthly).

620

621 If the Subrecipient wishes to continue providing EHS services to a child that has turned three years old,

622 prior approval must be requested and approved by the Grantee by using the following procedure:

- 623 i. Three months prior to the child's third birthday, the Subrecipient must request in writing the
- 624 reason why the child should remain in Early Head Start after his/her third birthday using the Early
- 625 Head Start Special Circumstance Approval (3 years-3 years, 3months) form;
- 626 ii. If the request is received within the designated timeframe, the Grantee will review the justification
- 627 and notify Subrecipient in writing of approval or non-approval within thirty (30) working days
- 628 from the date of receipt of a request;
- 629 iii. If the request is still under consideration, the Grantee will notify Subrecipient in writing as to
- 630 when to expect a decision;

- 631 iv. If ACF approval is required, the Subrecipient will be notified by the Grantee of ACF's decision
632 within 30 days of the Grantee receiving notice.
- 633 v. If the request was approved, and a further extension is necessary, the Subrecipient must submit the
634 Early Head Start Special Circumstance Approval Extension (3 years, 3 months-3 years, 6 months)
635 form to the Grantee for approval indicating the reason why the child should continue to remain in
636 Early Head Start beyond 3y3m.
- 637 vi. If the request is received within the designated timeframe, the Grantee will review the justification
638 and notify Subrecipient in writing of approval or non-approval within thirty (30) working days
639 from the date of receipt of a request;
- 640 vii. If the request is still under consideration, the Grantee will notify Subrecipient in writing as to
641 when to expect a decision;
- 642 viii. If ACF approval is required, the Subrecipient will be notified by the Grantee of ACF's decision
643 within 30 days of the Grantee receiving notice.

644
645 The Grantee will not fund the Subrecipient for a child that is thirty-six (36) months or older and still
646 enrolled in EHS if the Subrecipient has failed to obtain and receive Grantee approval.

647
648 The Subrecipient will also refer any transitioning children to the Grantee, as appropriate. When a child
649 who has been approved by the Grantee to remain in the EHS program completes the EHS program, the
650 Subrecipient will inform the Grantee.

651
652 Subrecipients are required to follow grantee ERSEA processes and criteria and utilize grantee ERSEA
653 forms. Subrecipient must utilize an electronic data system for storing up to date and accurate electronic
654 ERSEA records, including a system for tracking enrolled children in accordance with all Head Start
655 Program Performance Standards including a child has been accepted and attended at least one class for
656 center-based or has received at least one home visit for home-base to be counted as enrolled in the
657 program.

658
659 In alignment with California Code of Regulations Title 5, Chapter 2, Subchapter 2, Article 3, Section
660 432(b)(1)(A), the legal name (that on the birth certificate) of the pupil (child), or pregnant mother, must
661 be used on all eligibility and enrollment paper and electronic files. However, a nickname/preferred name
662 may be used in the classroom/on home visits.

663 **13. ACF/DHHS HEAD START GUIDELINES FOR ENROLLMENT OF CHILDREN FOR**
664 **SERVICES UNDER IDEA**

665 In accordance with the provisions of Head Start Act, Section 640(d)(1) , Subrecipient must ensure at least
666 10 percent (10%) of its total funded enrollment is filled by children eligible for services under IDEA.

667 Subrecipient agencies must ensure that, from January 15th of each program year through the end of the
668 program year, it maintains an enrollment of children with disabilities that is at least 10 percent (10%) of
669 its total funded enrollment. Children reported must have a current IEP/IFSP from the local school district
670 or Regional Center, and shall require special education and related services. If this requirement has been
671 met, children eligible for services under IDEA should be prioritized for the available slots in accordance
672 with the program’s selection criteria described in 45 CFR 1302.14.

673 All services provided by Subrecipient must follow the requirements set forth in 45 CFR 1302, Head Start
674 Program Performance Standards on Services for Children with Disabilities. Failure to comply with these
675 requirements will result in the Subrecipient being placed on an improvement plan for the non-compliance,

676 and if not corrected within designated time frames, may result in the Grantee issuing the Subrecipient a
677 notice of deficiency, as defined in the Improving Head Start for School Readiness Act of 2007, Section
678 637(2). See Sections 19 and 20 of this Agreement.

679 **14. PROGRAM MANAGEMENT AND QUALITY IMPROVEMENT**

680 Subrecipient must provide a management system that includes data collection and analysis, a process of
681 ongoing monitoring and continuous improvement for achieving program goals that ensures child safety
682 and the delivery of effective, high-quality program services.

683
684 ***Management Systems***

685 The Subrecipient must implement a management system that:

- 686 a. ensures a program, fiscal, and human resource management structure that provides effective
687 management and oversight of all program areas and fiduciary responsibilities to enable delivery of
688 high-quality services in all of the program services;
- 689 b. provides regular and ongoing supervision to support individual staff professional development and
690 continuous program quality improvement;
- 691 c. ensures budget and staffing patterns that promote continuity of care for all children enrolled, allow
692 sufficient time for staff to participate in appropriate training and professional development, and
693 allow for provision of the full range of services described; and,
- 694 d. maintains an automated accounting and record keeping system(s) adequate for effective oversight.

695 At the beginning of each program year, and on an ongoing basis throughout the year, Subrecipient must
696 design and implement program-wide coordinated approaches that ensure:

- 697 a. The training and professional development system, as described in §1302.92, effectively supports
698 the delivery and continuous improvement of high-quality services; (Attachment D, Month of
699 August)
- 700
701 b. The full and effective participation of children who are dual language learners and their families,
702 by:
 - 703 i. utilizing information from the program’s community assessment about the languages
704 spoken throughout the program service area to anticipate child and family needs;
 - 705 ii. identifying community resources and establishing ongoing collaborative relationships and
706 partnerships with community organizations consistent with the requirements in 45 CFR
707 1302.53(a); and,
 - 708 iii. systematically and comprehensively addressing child and family needs by facilitating
709 meaningful access to program services, including, at a minimum, curriculum, instruction,
710 staffing, supervision, and family partnerships with bilingual staff, oral language assistance
711 and interpretation, or translation of essential program materials, as appropriate.
- 712 c. the full and effective participation of all children with disabilities, including but not limited to
713 children eligible for services under IDEA, by providing services with appropriate facilities,
714 program materials, curriculum, instruction, staffing, supervision, and partnerships, at a minimum,
715 consistent with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act;
716 and,
- 717 d. the management of program data to effectively support the availability, usability, integrity, and
718 security of data. Subrecipient must establish procedures on data management, and have them
719 approved by the Governing Body and Policy Committee, in areas such as quality of data and

720 effective use and sharing of data, while protecting the privacy of child records in accordance with
721 45 CFR 1303 and applicable federal, state, local, and tribal laws.

722 ***Establishing and Achieving Program Goals***

723 **Program Goals and Objectives**

724 Subrecipient must utilize the same 5-year program goals as the grantee as they are in alignment with
725 needs identified by the grantee in its Community Assessment. The Subrecipient, in collaboration with its
726 Governing Body and Policy Committee, must establish measurable objectives and activities that will
727 support the achievement of the 5-year goals in its designated service area. Objectives support the
728 attainment of a goal by breaking the goal down into Specific, Measurable, Attainable, Realistic, and
729 Timely elements, often represented by the mnemonic SMART. Program goals are derived from the annual
730 Self-Assessment; community assessment; other child, family, and community data sources; and relevant
731 research.

732 **School Readiness Goals**

733 Section 641A(g)(2) of the Head Start Act requires that programs establish program goals for improving
734 the school readiness of children participating in their program. School readiness goals are a subset of
735 overall program goals and focus on child development and early learning outcomes in the essential or core
736 domains of birth-to-five school readiness: School readiness goals have two key features. They are broad
737 statements that articulate high expectations for the progress children served in Early Head Start will make
738 to be ready to succeed in kindergarten. They also focus on what progress children will make in developing
739 skills and knowledge and how this progress will be measured. Goals must include the seven Preschooler
740 Domains ((1) Approaches to Learning, (2) Social and Emotional Development, (3) Language and
741 Communication, (4) Literacy, (5) Mathematics Development, (6) Scientific Reasoning and (7) Perpetual,
742 Motor and Physical Development).

743 Subrecipient must utilize the same 5-year Early Head Start School Readiness goals as the grantee as they
744 are in alignment with needs identified by the Grantee in the analysis of the Countywide Child Outcomes
745 Analysis. Subrecipient is responsible for creating and implementing activities that will support school
746 readiness for the children in its service area.

747 **Service Area Plans, Policies and Procedures (SAPPPs)**

748 Subrecipient must have formally written plans, policies and procedures providing clear communication on
749 expected organizational and programmatic practices which ensure compliance with Head Start Program
750 Performance Standards, Head Start Act, and all other applicable local, state and federal regulations. The
751 Subrecipient must follow all grantee SAPPPs for all program service areas; minor modifications may be
752 made to accommodate the delegate's organizational structure and design. The written plans, policies and
753 procedures, and the agency's progress in meeting the directives laid out in these plans, must be reviewed
754 annually and revised as needed to maintain consistent and high quality services across the program. All
755 new and revised SAPPPs must be reviewed and approved annually by the Policy Council and the Board
756 of Directors. (Attachment D, Month of August)

757

758 ***Data Collection***

759 The ChildPlus and Learning Genie Software are required to be used by all Subrecipients for all data
760 collection, reporting, tracking and monitoring of all program services for children and families. The
761 Grantee will contract with ChildPlus and Learning Genie for the Subrecipient to enter all of its child and

762 family data into. The Grantee will work with the Subrecipient to establish a reporting system that is in line
763 with Grantee expectations and processes and the assignment of usernames, passwords, and access levels.
764 The Grantee will complete all ChildPlus and Learning Genie set-up and reporting requirements.
765

766 All program services for children must be recorded and maintained in ChildPlus as the primary
767 recordkeeping system and actual paper file records must be entered into ChildPlus, consistent with paper
768 copies and kept current at all times. All ERSEA, Health, Nutrition, and PFCE records must be accessible
769 in ChildPlus. Programs need to put systems in place to ensure accurate and timely recordkeeping. All
770 child and family information must be entered into the system and reconciled at least weekly. Subrecipient
771 must establish a service area plan, policy and procedure to address recordkeeping and reporting which
772 includes staff responsible for entering, maintaining and reporting data.
773

774 ChildPlus and Learning Genie are to be used to generate information and reports related to health, mental
775 health, disabilities, nutrition, family and community engagement, child development and education,
776 ERSEA, home base visits, socializations, and for Program Information Reports (PIRs). These reports shall
777 inform the Subrecipient when completing its monthly progress report to the Grantee and must be used to
778 monitor the program for effectiveness and quality of services to children and families. This information
779 shall be retained with the monthly progress report at the Subrecipient for monitoring purposes.
780 Subrecipient shall approach data collection in a thoughtful and intentional way that supports overall
781 management of Early Head Start data, including the availability, usability, integrity, and security of data.
782 Specific reports shall be submitted to the Grantee monthly as indicated on Attachments D ~~and E~~ or
783 anytime upon Grantee request. All such records shall be available to Grantee, including Grantee
784 designated accountants, monitors and auditors.

785
786 ***Using Data for Continuous Improvement***

787 In addition to compliance and accountability, OCHS has broadened how it and its Subrecipients evaluate
788 effectiveness. The goal is for OCHS and its Subrecipients to use the data collected to make decisions,
789 especially ones that will help improve program quality and thus achieve better outcomes for children and
790 families served. The purpose of this shift is to encourage staff and Subrecipients to think beyond
791 requirements, aspire to do more than expected, and look to data as a source of information for
792 improvement.
793

794 Implementing the agency’s strategic and operational plans, analyzing information from the recordkeeping
795 system in order to make data-driven decisions, and performing continuous improvement for parent, staff,
796 governing body, and children development, will lead to increased success for all.
797

798 Subrecipients must implement a process for using data to identify program strengths and needs, develop
799 and implement plans that address program needs, and continually evaluate progress towards achieving
800 program performance goals.
801

802 This process must:

- 803 a. ensure data is aggregated, analyzed and compared in such a way to assist agencies in identifying
804 risks and informing strategies for continuous improvement in all program service areas;
- 805 b. ensure child assessment data is aggregated and analyzed at least three (3) times a year, including
806 for sub-groups, such as dual language learners and children with disabilities, as appropriate, and
807 used with other program data to direct continuous improvement related to curriculum choice and

808 implementation, teaching practices, professional development, program design and other program
809 decisions, including changing or targeting scope of services;

- 810 c. use information from ongoing monitoring and the annual self-assessment, and program data on
811 standardized teacher observations, staffing and professional development, child assessments,
812 family needs assessments, and comprehensive services, to identify program needs, and develop,
813 and implement plans for program improvement; and,
814 d. use program improvement plans as needed to strengthen or adjust content and strategies for
815 professional development, change program scope and services, refine school readiness and other
816 program performance goals, and use strategies to better address the needs of sub-groups.

817
818 Subrecipient is responsible for collecting, aggregating, analyzing, and creating action plans on child
819 outcomes data three (3) times per Agreement year and completing the annual Program Information Report
820 (PIR). Subrecipient must lock all children's assessment data to be analyzed by CCR Analytics for each of
821 the three assessment periods by the due dates specified by the Grantee. The Subrecipient must submit its
822 child outcomes data and action plan to the Grantee within thirty (30) calendar days of each assessment
823 period (Attachment D, Months of December, March, and July).

824
825 Subrecipient shall enter all required Program Information Report (PIR) data into the Head Start Enterprise
826 System (HSES) annually by July 31st. All incomplete or inaccurate reports will be sent back to the
827 Subrecipient to correct and re-submit to the Grantee. Supporting ChildPlus reports for validation of data
828 must be submitted electronically to the Grantee at the same time (Attachment D, Month of July).

829
830 Subrecipient agency procedures must ensure data is aggregated, analyzed, and compared in such a way as
831 to assist the Subrecipient agency in identifying risks and informing strategies for continuous improvement
832 in all program areas.

833 **Reporting**

- 834
835 a. Subrecipient must submit:
- 836 i. status reports, determined by ongoing oversight data, to the Governing Body and Policy
837 Committee, at least semi-annually;
 - 838 ii. reports, as appropriate, to the Grantee immediately or as soon as practicable, related to any
839 significant incidents affecting the health and safety of program participants, circumstances
840 affecting the financial viability of the program, breaches of personally identifiable
841 information, or program involvement in legal proceedings, any matter for which
842 notification or a report to state, tribal, or local authorities is required by applicable law,
843 including at a minimum:
 - 844 • Any reports regarding Agency staff or volunteer compliance with federal, state, tribal,
845 or local laws addressing child abuse and neglect or laws governing sex offenders;
 - 846 • Incidents that require classrooms or centers to be closed for any reason;
 - 847 • Legal proceedings by any party that are directly related to program operations; and,
 - 848 • All conditions required to be reported under 45 CFR 1304.12, including
849 disqualification from the Child and Adult Care Food Program (CACFP) and license
850 revocation.
- 851 b. annually, a program must publish and disseminate a report that complies with Section 644(a)(2) of
852 the Act and includes a summary of a program's most recent community assessment, as described
853 in §1302.11(b), consistent with privacy protections in 45 CFR1303, Subpart C, of this chapter.

- 854 c. if a program has had a deficiency identified, it must submit, to the Grantee, a quality improvement
855 plan as required in Section 641A(e)(2) of the Act.
856

857 **Reporting Requirements**

858 At the end of each month, the grantee will compile delegate agency data, collected from Child Plus and
859 other sources as needed, into a Data Collection Worksheet in order to produce a monthly Program
860 Information Summary.
861

862 The delegate roles and responsibilities in completing the monthly Program Information Summary are as
863 follows:
864

- 865 1. By the 5th day of each month, the delegate agency will:
 - 866 a. Have all necessary Child Plus data entry completed from the previous month to support the
867 most up-to-date and accurate Child Plus monthly reporting.
 - 868 b. Complete Section B (Program Staff & Qualifications) of the monthly Data Collection
869 Worksheet in Google Drive.
 - 870 c. Inform the grantee each month by email that steps a and b above have been completed.
871
- 872 2. Once all reports have been generated and reviewed by the grantee for the reporting month, the
873 grantee will notify the delegate agency of any missing or inaccurate data and/or data not meeting
874 regulatory requirements or expectations for the reporting month. The delegate agency will:
 - 875 a. Correct any missing or inaccurate data by the timelines designated by the grantee.
 - 876 b. Complete and submit a Corrective Action Plan (CAP) for any data not meeting regulatory
877 requirements or expectations for the reporting month by the timelines designated by the
878 grantee.
879

880 Subrecipient must provide Grantee with a chart of expected home base home visits and socializations per
881 month per program. (Attachment D, Month of August)

882 Subrecipient shall submit required reports to the Grantee in a timely manner. Submission of such reports
883 is specified in Attachment D, Required Documents, attached hereto and made a part hereof. Other
884 periodic reports may be required by the Grantee. These reports shall be submitted in accordance with
885 instructions provided by the Grantee. All reports shall be submitted on forms provided by the Grantee,
886 which are located in Google Drive or will be provided by the Grantee, where such forms are applicable,
887 and within the time period specified by the Grantee.
888

889 The Grantee reserves the right to ask for additional reports, documents, data and Subrecipient Board and
890 Policy Committee approval, including signed statements from Subrecipient Board and Policy Committee
891 Chairs, Governing Body and Policy Committee minutes documenting each group's participation in the
892 development of the corrective action and approval, at any time. Failure to comply with these
893 requirements will result in the Subrecipient being placed on an improvement plan for the non-compliance,
894 and if not corrected within designated time frames, may result in the Grantee issuing the Subrecipient a
895 notice of deficiency. See item 16 of this Agreement.
896

897 Subrecipient shall submit to the Grantee a copy of any Child Care Licensing Visit Reports or Unusual
898 Incident Reports within 24 hours of the Subrecipient receiving the report (Attachment D, As
899 Needed/Required).
900

901 Subrecipient shall submit to the Grantee a copy of any USDA review reports within five (5) business days
902 of the Subrecipient receiving the report (Attachment D, As Needed/Required).

903
904 Subrecipient shall maintain up-to-date and accurate information on the Head Start Enterprise System
905 (HSES) at all times, including the Contacts, Programs, Centers and Facilities sections of the system.
906 Quarterly checks must be completed with an email validation sent to the Grantee (Attachment D, Months
907 of July, October, January, and April).

908
909 Any audit or review that applies to, or affects, Early Head Start funding, including any CACFP audit
910 report (Attachment D, Month of August) must be submitted to the Grantee within five (5) business of the
911 Subrecipient receiving the report. If applicable, proof of Corrective Action and Clearance of Findings
912 must also be submitted to the Grantee (Attachment D, As Needed/Required).

913
914 All reports, documents, approvals, and data must be submitted electronically to the Grantee. If original
915 signatures are required, Subrecipient must submit them to the Grantee via mail or hand delivery along
916 with the electronic copies.

917
918 ***Delinquent Report Submission***
919 Subrecipient shall submit and/or provide all reports, information and data as specified or requested by the
920 Grantee at all times. If Subrecipient fails to timely comply with the terms and conditions of this
921 Agreement or Grantee reporting requirements, the Grantee may, upon reasonable notice to Subrecipient,
922 suspend the funds for program operations or take such other actions as may be deemed appropriate by the
923 Grantee. Further, a history of such unsatisfactory performance may result in designation of “high risk”
924 status for Subrecipient, jeopardizing potential future funding from the Grantee.

925 **15. MONITORING PROGRAM PERFORMANCE**

926 OCHS embraces a culture of quality and operates with an appreciation that the Head Start Program
927 Performance Standards represent a major transition, placing new expectations on programs and
928 encouraging a move from a culture of compliance to one of ongoing quality improvement and measurable
929 outcomes. OCHS’s monitoring approach supports this culture of ongoing quality improvement.

930
931 The purpose of ongoing monitoring is to ensure that agencies are healthy, viable organizations that
932 provide quality services to children and families and ensure all children are ready for school. It is also to
933 ensure that the necessary steps are taken to meet federal and state regulations, contractual requirements,
934 and local goals and objectives, as well as to ensure that appropriate prevention, intervention, and
935 escalation of corrective action occur in a timely manner.

936
937 The ultimate results of monitoring must be to ensure OCHS and its Subrecipient agencies meet program
938 governance, program operations, and financial and administrative standards described in law and
939 regulation, and to provide the highest quality services to children and families. Subrecipients must also
940 ensure compliance with the Agreement and effective implementation of its funding application strategies
941 and operational goals. How to best achieve OCHS’s goals and administer a high-quality Subrecipient
942 program without reducing expectations for children and families must be at the forefront of monitoring
943 efforts. The Subrecipient operating an outcome-focused philosophy while maintaining compliance is
944 paramount to a successful and compliant program.

945

946 Systems monitoring includes in-depth reviews of applicable written policies and procedures, and all other
947 documentation that describes how the agencies' processes are working, but more importantly, how the
948 agency is demonstrating successful data-driven outcomes for children and families.

949
950 ***Subrecipient Self-Monitoring***

951 Subrecipient is required to have a coordinated approach to ongoing monitoring activities and ensure that
952 activities are being conducted effectively. In addition to self-monitoring for compliance with all
953 applicable federal, state and local regulations, the Subrecipient must monitor services for compliance with
954 all program SAPPs, and the intentionality, timeliness, and quality of services being provided. In order to
955 ensure effective ongoing oversight and correction, Subrecipient will assess its effectiveness in all program
956 operations (ERSEA, Program Structure, Education and Child Development Program Services, Health
957 Program Services, Family and Community Engagement Program Services, Services for Children with
958 Disabilities, Transition Services, Services to Enrolled Pregnant Women), and Management Systems
959 (including Human Resources, Program Planning and Service System Design, Data and Evaluation, Fiscal
960 Management, Community and Self-Assessment, Facilities and Learning Environments, Technology and
961 Information Systems, Training and Professional Development, Communication, Record-Keeping and
962 Reporting, Ongoing Monitoring and Continuous Improvement, Governance). Subrecipient must establish
963 and implement a system of ongoing oversight that ensures effective implementation of the program
964 performance standards, including ensuring child safety, and other applicable federal regulations, and
965 must:

- 966 a. collect and use data to inform this process;
- 967 b. create corrective action plans to correct quality and compliance issues immediately, or as quickly
968 as possible;
- 969 c. work with the Governing Body and the Policy Committee to address issues during the ongoing
970 oversight and correction process and during federal oversight; and,
- 971 d. implement procedures that prevent recurrence of previous quality and compliance issues,
972 including previously identified deficiencies, safety incidents, and audit findings.

973
974 Subrecipient must effectively oversee progress towards program goals on an ongoing basis and annually
975 must:

- 976 a. conduct a self-assessment that uses program data including aggregated child assessment data, and
977 professional development and parent and family engagement data as appropriate, to evaluate the
978 program's progress towards meeting goals established, compliance with program performance
979 standards throughout the program year, and the effectiveness of the professional development and
980 family engagement systems in promoting school readiness;
- 981 b. communicate and collaborate with the Governing Body and Policy Committee, program staff, and
982 parents of enrolled children when conducting the annual self-assessment; and,
- 983 c. submit findings of the self-assessment (including information listed in Section 17 of this
984 Agreement) to the Grantee.

985
986 Subrecipient will utilize the Grantee's system of ongoing monitoring, including all grantee program
987 service area monitoring tools, as defined in the Grantee's Service Area Plans, Policies and Procedures, as
988 adapted to fit the Subrecipient's organizational structure. Subrecipient must develop and submit to the
989 Grantee a Corrective Action Plan (CAP) for its self-ongoing monitoring, utilizing the CAP template
990 provided by the Grantee, with Governing Body and Policy Committee approvals, twice per program year.
991 The CAP document must have signatures of both the Governing Body and Policy Committee Chairs
992 verifying approval, along with Governing Body and Policy Committee minutes documenting each group's

993 participation in the development and approval of the CAP. (Attachment D, Months of December and
994 May)

995 The self-monitoring CAP shall specify:

- 996 i. the non-compliances to be corrected;
- 997 ii. the actions to be taken to correct such non-compliances;
- 998 iii. the persons responsible for correcting the non-compliances;
- 999 iv. the timetable for accomplishment of the corrective actions specified, and
- 1000 v. include documentation of Board and Policy Committee approval, which includes signed
1001 statements from Subrecipient Board and Policy Committee Chairs, Governing Body and
1002 Policy Committee minutes documenting each group’s participation in the development of
1003 the corrective action, policies, procedures, plans, etc., their understanding of the program
1004 operation changes, the vote and approval as well as required/requested/modified/revised
1005 documents, (approvals may be submitted up to forty-five (45) calendar days from the day
1006 the report was received by the Subrecipient if additional time is needed).

1007
1008 In addition, the Subrecipient shall re-submit the CAP to the Grantee indicating validation steps and dates
1009 for each non-compliance or deficiency. The CAP document must have signatures of both the Governing
1010 Body and Policy Committee Chairs, along with Governing Body and Policy Committee minutes,
1011 verifying all non-compliances or deficiencies have been corrected. (Attachment D, Months of February
1012 and July)

1013
1014 The Grantee shall monitor the Subrecipient’s implementation of the ongoing monitoring procedures in
1015 each service area and validate such implementation through desk review and when on site. Each program,
1016 function and activity to assure that adequate progress is being made in the implementation of strategic and
1017 operational plans identified in the agency’s funding application will be reviewed.

1018
1019 As per 1302.32(a)(2), Subrecipients must support staff to effectively implement curricula and at a
1020 minimum monitor curriculum implementation and fidelity, and provide support, feedback, and
1021 supervision for continuous improvement of its implementation through the system of training and
1022 professional development. To ensure this standard is met, Subrecipients must incorporate curriculum
1023 fidelity into its ongoing monitoring and supervision systems, including utilization of a tool developed to
1024 assess curriculum fidelity. (Attachment D, Month of August)

1025
1026 For all home-based programs, Subrecipient will include utilization of the Home Observation Visiting
1027 Rating Scales (HOVRS) or other appropriate research-based tool for monitoring home visits.

1028
1029 ***Notice to the Grantee***

1030 The Subrecipient must report in writing to the Grantee within five (5) working days of occurrence any of
1031 the following events:

- 1032 a. the Subrecipient has had a revocation of a license to operate a center by a State or local licensing
1033 entity.
- 1034 b. the Subrecipient has filed for bankruptcy or agreed to a reorganization plan as part of a bankruptcy
1035 settlement.
- 1036 c. the Subrecipient has been debarred from receiving Federal or State funds from any Federal or
1037 State department or Agency or has been disqualified from the Child and Adult Care Food Program
1038 (CACFP).

- 1039 d. the Subrecipient has received an audit, audit review, investigation or inspection report from the
1040 agency's auditor, a State Agency, or the cognizant Federal audit Agency containing a
1041 determination that the Subrecipient is at risk for ceasing to be a going concern.
1042

1043 ***Grantee Monitoring***

1044 The Head Start Act requires the Grantee to monitor whether a Subrecipient meets program governance,
1045 program operations, and financial and administrative standards described in regulations and to identify
1046 areas for improvements and areas of strengths. Subrecipient will comply with OCHS's ongoing
1047 monitoring of the Subrecipient program operations (ERSEA, Program Structure, Education and Child
1048 Development Program Services, Health Program Services, Health and Safety Practices, Family and
1049 Community Engagement Program Services, Services for Children with Disabilities, Transition Services,
1050 Services to Enrolled Pregnant Women) and Management Systems (including Human Resources, Program
1051 Planning and Service System Design, Data and Evaluation, Fiscal Management, Community and Self-
1052 Assessment, Facilities and Learning Environments, Technology and Information Systems, Training and
1053 Professional Development, Communication, Record-keeping and Reporting, Ongoing Monitoring and
1054 Continuous Improvement, Governance) in accordance with Grantee Monitoring Procedures and as
1055 required in the Head Start Program Performance Standards, Head Start Act and all other state and federal
1056 requirements. In addition to monitoring for compliance with all applicable federal, state and local
1057 regulations, grantee monitoring will include monitoring for compliance with all program SAPPs, and the
1058 intentionality, timeliness, and quality of services being provided.
1059

1060 Subrecipient shall make available to OCHS, HHS and the Comptroller General, or any of their duly
1061 authorized representatives, such books, records, reports, documents, data, and papers as they deem
1062 necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records,
1063 reports, books, documents, data, and papers are retained. This right also includes timely and reasonable
1064 access to Subrecipient's personnel for the purpose of interview and discussion related to such documents.
1065 It is expressly understood that evidence of Subrecipient's refusal to comply with these provisions shall
1066 constitute a breach of Agreement.
1067

1068 If the Grantee determines through monitoring, that the Subrecipient fails to comply with any of the stan-
1069 dards described in 45 CFR Parts 1301 through 1305, the Grantee will notify the Subrecipient in writing
1070 and identify the area of concern, noncompliance, or deficiency.
1071

1072 The Grantee will determine if the Subrecipient is using "outcome-based" activities to provide quality
1073 services to children and families.
1074

1075 If the Subrecipient is determined by the Grantee to have a non-compliance, the Subrecipient must:

- 1076 a. within thirty (30) calendar days from the day the Grantee Monitoring Report (GMR) or other
1077 report is received by the Subrecipient Agency from the Grantee, develop a Corrective Action Plan
1078 (CAP), that shall be subject to the approval of the Grantee, that shall specify:
1079 i. the non-compliances to be corrected;
1080 ii. the actions to be taken to correct such non-compliances;
1081 iii. the persons responsible for correcting the non-compliances;
1082 iv. the timetable for accomplishment of the corrective actions specified, and

1083 include documentation of Board and Policy Committee approval, which includes signed statements from
1084 Subrecipient Board and Policy Committee Chairs, Governing Body and Policy Committee minutes
1085 documenting each group's participation in the development of the corrective action, policies, procedures,
1086 plans, etc., their understanding of the program operation changes, the vote and approval as well as

1087 required/requested/modified/revised documents, (approvals may be submitted up to forty-five (45)
1088 calendar days from the day the report was received by the Subrecipient if additional time is needed)
1089 (Attachment D, As Needed/Required).
1090

1091 The Subrecipient must use the CAP template provided by the Grantee, and the CAP document must have
1092 signatures of both the Governing Body and Policy Committee Chairs verifying approval, along with
1093 Governing Body and Policy Committee minutes documenting each group's participation in the
1094 development and approval of the CAP. (Attachment D, Month of December and As Needed/Required)
1095

1096 Not later than thirty (30) calendar days after receiving the CAP from the Subrecipient, the Grantee shall
1097 either approve such proposed plan or specify the reasons why the proposed plan cannot be approved and
1098 next steps.
1099

1100 Subrecipient must correct each non-compliance identified not later than the date for correction of such
1101 non-compliance specified in such plan (which shall not be later than 90 days after the date the
1102 Subrecipient received notice of the determination of the specific non-compliance) to be corrected in
1103 Period One (1), or upon completion of pre-service training for the following program year for non-
1104 compliances identified in Period Two (2).
1105

1106 Subrecipient shall re-submit the CAP to the Grantee indicating validation steps and dates for each non-
1107 compliance or deficiency. Grantee may require shorter deadlines for corrective actions depending on the
1108 nature or severity of the findings (e.g., 48 hour CAPs for health and safety or fiscal issues The CAP
1109 document must have signatures of both the Governing Body and Policy Committee Chairs, along with
1110 Governing Body and Policy Committee minutes, verifying all non-compliances or deficiencies have been
1111 corrected (Attachment D, Month of February and As Needed/Required). Grantee shall require that
1112 supporting documentation is submitted with the CAP to validate that the corrective actions have taken
1113 place.
1114
1115

1116 Not later than thirty (30) calendar days after receiving the CAP validation from the Subrecipient, the
1117 Grantee shall either approve completion of the corrective action or specify the reasons why completion of
1118 the corrective action cannot be approved and next steps.
1119

1120 In addition, within thirty (30) calendar days from the day each Corrective Action/Follow-Up Form is
1121 received by the Subrecipient, Subrecipient shall also provide the Grantee, electronically, validation of
1122 correction and/or completion of individual concerns as detailed in the Corrective Action/Follow-Up Form,
1123 including a description of how the Subrecipient will sustain the correction, along with supporting
1124 documentation that substantiates the correction and/or completion of each concern (e.g., staff sign-off
1125 sheets, training agendas, corrected documents). Any concerns not validated (i.e., corrected, completed or
1126 sufficient follow-up shown based on Agency policy) within the designated thirty (30) calendar day period
1127 will be considered a non-compliance for the monitoring period reviewed.
1128

1129 Failure to correct the non-compliances within the required timeframe may result in the Grantee issuing the
1130 Subrecipient a notice of deficiency, as defined in the Improving Head Start for School Readiness Act of
1131 2007, Section 637(2)(C).
1132

1133 Subrecipient may request technical assistance from the Grantee Executive Director to develop appropriate
1134 corrective plans for non-compliance items identified during the monitoring process.

1135 For any immediate health and safety or children’s rights concerns identified, Subrecipient shall provide
1136 the Grantee with a report of all non-compliance or deficient issues and corresponding Corrective Action
1137 Plan (CAP) within forty-eight (48) hours from the time the health and safety concern was reported by the
1138 Grantee to the Subrecipient Agency, utilizing the CAP template provided by the Grantee. Grantee may
1139 require Subrecipient to correct the non-compliance or deficiency immediately if the Grantee finds that it
1140 threatens the health or safety of staff or program participants or poses a threat to the integrity of federal
1141 funds

1142
1143 If ongoing monitoring results in a designation of “deficiency,” as defined in the Head Start Act, Section
1144 637(2), the Subrecipient may be subject to termination of this Agreement, defunding, or any other remedy
1145 available to the Grantee.

1146
1147 ***Program Service Delivery***

1148 Subrecipient must integrate parent and family engagement strategies into all systems and program
1149 services to support family well-being and promote children’s learning and development. Programs are
1150 encouraged to develop innovative two-generation approaches that address prevalent needs of families
1151 across their program that may leverage community partnerships or other funding sources.

1152
1153 Subrecipient is required to follow the Grantee Family Partnership Process, including documentation and
1154 electronic data input, and utilize the Grantee Family Partnership Process forms, including procedures to
1155 identify family strengths and needs related to the family engagement outcomes as described in the Head
1156 Start Parent Family and Community Engagement Framework, including family well-being, parent-child
1157 relationships, families as lifelong educators, families as learners, family engagement in transitions, family
1158 connections to peers and the local community, and families as advocates and leaders.

1159
1160 A program must offer individualized family partnership services that:

- 1161 a. collaborate with families to identify interests, needs, and aspirations related to the family
1162 engagement outcomes;
- 1163 b. help families achieve identified individualized family engagement outcomes;
- 1164 c. establish and implement a family partnership agreement process that is jointly developed and
1165 shared with parents in which staff and families review individual progress, revise goals, evaluate
1166 and track whether identified needs and goals are met, and adjust strategies on an ongoing basis, as
1167 necessary, throughout the program year.

1168 Family refusals of participation in the Family Partnership Process and goal setting are not allowable.

1169
1170 Subrecipient must also, at minimum, offer opportunities for parents to participate in a research-based
1171 parenting curriculum that builds on parents’ knowledge and offers parents the opportunity to practice
1172 parenting skills to promote children’s learning and development. If the Subrecipient chooses to make
1173 significant adaptations to the researched-based parenting curriculum to better meet the needs of one (1) or
1174 more specific populations Subrecipient must work with an expert or experts to develop such adaptations
1175 and have proof of such work with the expert. Justification and Grantee approval is required prior to
1176 making such adaptations. Subrecipient must submit to the Grantee the name and a description of the
1177 curriculum that will be utilized by the Subrecipient (Attachment D, Month of August).

1178
1179 Subrecipient must ensure that at least two (2) education supervisory staff trained in the HOVRS to in
1180 order evaluate its Home Educators.

1181

1182 Subrecipient shall maintain and submit each program year its policies and procedures for program
1183 operations (ERSEA, Program Structure, Education and Child Development Program Services, Health
1184 Program Services, Family and Community Engagement Program Services, Services for Children with
1185 Disabilities, Transition Services, Services to Enrolled Pregnant Women), as well as all management
1186 systems, including Human Resources, Program Planning and Service System Design, Data and
1187 Evaluation, Fiscal Management, Community and Self-Assessment, Facilities and Learning Environments,
1188 Technology and Information Systems, Training and Professional Development, Communication, Record-
1189 keeping and Reporting, Ongoing Monitoring and Continuous Improvement, and Governance.

1190
1191 Each program year Subrecipient must submit **ALL** policies and procedures, manuals, and handbooks to
1192 Grantee. Each item must be revised in accordance with Head Start Performance Standards, and Act, and
1193 approved by the Subrecipient’s Board and Policy Committee prior to implementing (Attachment D,
1194 Month of August).

1195
1196 The Subrecipient must make all of its records available for Grantee review at all times. Failure to do so
1197 may result in the Grantee employing any remedies available to it, including termination of the Agreement.

1198
1199 ***Health and Safety Screening and Certification***

1200 Subrecipient must:

- 1201 a. Conduct a screening of the health and safety environment of each site where Early Head Start
1202 socializations are provided within sixty (60) calendar days of the first day of school. Required
1203 screener to be provided by the Grantee.
- 1204 b. Submit the completed screeners for each site, and Corrective Action Plan (CAP) to the Grantee
1205 by October 31th of the program year (Attachment D, Month of October) utilizing the CAP
1206 template provided by the Grantee.

1207
1208
1209 ***Single Audit Webinar***

1210 Subrecipient Director and Fiscal Officer to attend an OHS-sponsored single audit webinar within six (6)
1211 months of the start of the project period. Documentation from the Office of Head Start must be sent to the
1212 Grantee for proof of completion (Attachment D, Month of December).

1213
1214 ***Human Resources Monitoring***

1215 As part of the Grantee monitoring process in period one to ensure compliance with all applicable Human
1216 Resources regulations, by August 31st, October 31st, December 31st, February 28th, and April 30th, the
1217 Subrecipient shall submit to the Grantee a list of all current employees with the following information
1218 (Attachment D, Months of August, October, December, February, April). The grantee will validate this
1219 information during on-site visits.

- 1220 1. a matrix with the following information;
 - 1221 a. Employee Name (last, first);
 - 1222 b. Date of Hire (month, day, year);
 - 1223 c. Date of Criminal Record Clearance;
 - 1224 d. Criminal Record Clearance #;
 - 1225 e. Date of Initial Health Exam with TB Test;
 - 1226 f. Staff Orientation Date (not required to begin reporting this information to Grantee until
1227 October 31st of each program year);
 - 1228 g. Date of Last TB Test (periodic);
 - 1229 h. Date of MMR and Tdap Vaccines;

- i. Date of Last Flu Shot or signed waiver (required by November 30th of each program year; not required to begin reporting this information to Grantee until December 31st of each program year); (Attachment D, Month of December)
 - j. Date of Last Chest X-Ray (if applicable);
 - k. Date of Last Child Abuse training (AB 1207);
 - l. Date of Last Standard Precautions training;
 - m. Date of last Standards of Conduct training;
 - n. Date of last Performance Evaluation;
 - o. Date of last Professional Development Plan;
 - p. Record of all Staff completing a minimum of 15 clock hours of professional development per year. For teaching staff, such professional development must meet the requirements described in section 648A(a)(5) of the Act. Training for child and family services staff on best practices for implementing family engagement strategies in a systemic way, must meet requirements as described throughout this part (not required to begin reporting this information to the Grantee until February 28th of the program year);
2. copies of all job descriptions (Attachment D, Month of August);
 3. exposure Control Plan and Staff Training on Blood Borne Pathogens in accordance with 29 CFR 1910.1030(b) (Attachment D, Month of August);
 4. a Facility Personnel Report Summary from the Department of Social Services Community Care Licensing Division showing criminal record clearance and assigned ID numbers (Attachment D, Month of August);

In addition, the following information must be maintained by the Subrecipient:

- a. a copy of the criminal background check must be in each employee file; or
- b. due to Education Code that prohibits school districts from maintaining copies of staff criminal record clearance documentation, Subrecipients operated by school districts must maintain and submit to the Grantee the following information proving background checks were conducted prior to hire:
 - i. A letter from the school district indicating the California Department of Education regulation regarding retention of criminal background clearance information for staff (Attachment D, Month of August); and
 - ii. An email from the district's human resources department, or other evidence, for each staff member with the clearance number (Attachment D, Month of August).
- c. all agencies are required to maintain proof of initial health and periodic exams.

The Subrecipient must also:

1. ensure employees have a tuberculosis (TB) screening or risk assessment performed by or under the supervision of a physician to show that employee is cleared to work with children and families;
2. ensure that all staff and volunteers are immunized in accordance with SB 792 at all times and demonstrate proof of immunization for influenza, pertussis, and measles;
3. provide for the submission of fingerprints of its employees, and the employees of all contractors who may have more than limited contact with pupils, to the California Department of Justice (CDOJ) in a manner authorized by the CDOJ. This must be done every five years;
4. not permit any Subrecipient employee, or employee of subcontractors, to work in the program in any capacity until CDOJ clearance is ascertained;
5. certifies that it and its principals, employees, volunteers and consultants will comply with AB 1207 California Child Care Workers Mandated Child Abuse Reporter training and must retain, and upon Grantee request, show evidence of, the certificate of completion;

- 1278 6. provide, each August, the completed aforementioned Human Resources checklist to include the
1279 names of all Subrecipient's employees, consultants, or volunteers as required by law. The
1280 checklist must be updated and resubmitted to OCHS with each new hire, volunteer or consultant is
1281 added;
- 1282 7. keep a receipt of evidence (clearance documents, health exams and immunizations, etc.) on file at
1283 all times;
- 1284 8. allow the grantee, or its designee, to monitor, through desk and/or on site reviews, all personnel,
1285 consultant, and volunteer records for evidence of the Subrecipient's compliance of all state and
1286 federal laws.

1287
1288 OCHS reserves the right to terminate this Agreement if the Subrecipient fails to comply with this section
1289 or if in the judgment of OCHS, termination is necessary to protect the safety and welfare of children.

1290 **16. PROFESSIONAL DEVELOPMENT**

1291 In accordance with 45 CFR 1302.92, Subrecipient must establish and implement a systematic approach to
1292 staff training and professional development that include coaching and mentoring support and ensures staff
1293 maintain appropriate skills and competencies to provide high quality and comprehensive services to
1294 children and families. (Attachment D, Month of August)

- 1295 a. A program must provide to all new staff, consultants, and volunteers an orientation that focuses on, at
1296 a minimum, the goals and underlying philosophy of the program and on the ways they are
1297 implemented.
1298
- 1299 b. A program must establish and implement a systematic approach to staff training and professional
1300 development designed to assist staff in acquiring or increasing the knowledge and skills needed to
1301 provide high-quality, comprehensive services within the scope of their job responsibilities, and
1302 attached to academic credit as appropriate. At a minimum, the system must include:
1303
 - 1304 1. Staff completing a minimum of 15 clock hours of professional development per year. For
1305 teaching staff, such professional development must meet the requirements described in section
1306 648A(a)(5) of the Act.
 - 1307
 - 1308 2. Training on methods to handle suspected or known child abuse and neglect cases, that comply
1309 with applicable federal, state, local, and tribal laws;
 - 1310
 - 1311 3. Training for child and family services staff on best practices for implementing family
1312 engagement strategies in a systemic way, as described throughout this part;
 - 1313
 - 1314 4. Training for child and family services staff, including staff that work on family services,
1315 health, and disabilities, that builds their knowledge, experience, and competencies to improve
1316 child and family outcomes; and,
 - 1317
 - 1318 5. Research-based approaches to professional development for education staff, that are focused
1319 on effective curricula implementation, knowledge of the content in Head Start Early Learning
1320 Outcomes Framework: Ages Birth to Five, partnering with families, supporting children with
1321 disabilities and their families, providing effective and nurturing adult-child interactions,
1322 supporting dual language learners as appropriate, addressing challenging behaviors, preparing
1323

1324 children and families for transitions (as described in subpart G of the Head Start Program
1325 Performance Standards), and use of data to individualize learning experiences to improve
1326 outcomes for all children.
1327

1328 Subrecipient must implement a research-based, coordinated coaching strategy for education staff that:

- 1329 1. Assesses all education staff to identify strengths, areas of needed support, and which staff would
1330 benefit most from intensive coaching;
1331
- 1332 2. At a minimum, provides opportunities for intensive coaching to those education staff identified
1333 through the process in paragraph (c)(1) of this section, including opportunities to be observed and
1334 receive feedback and modeling of effective teacher practices directly related to program
1335 performance goals;
1336
- 1337 3. At a minimum, provides opportunities for education staff not identified for intensive coaching
1338 through the process in paragraph (c)(1) of this section to receive other forms of research-based
1339 professional development aligned with program performance goals;
1340
- 1341 4. Ensures intensive coaching opportunities for the staff identified through the process in paragraph
1342 (c)(1) of this section that:
 - 1343 a. Align with the program’s school readiness goals, curricula, and other approaches to
1344 professional development;
 - 1345 b. Utilize a coach with adequate training and experience in adult learning and in using
1346 assessment data to drive coaching strategies aligned with program performance goals;
 - 1347 c. Provide ongoing communication between the coach, program director, education
1348 director, and any other relevant staff; and,
 - 1349 d. Include clearly articulated goals informed by the program’s goals, as described in
1350 §1302.102, and a process for achieving those goals; and,
- 1351 5. Establishes policies that ensure assessment results are not used to solely determine punitive
1352 actions for staff identified as needing support, without providing time and resources for staff to
1353 improve.
1354
1355

1356 The results of monitoring all service areas and management systems must be presented to the governing
1357 body and policy committee to ensure their responsibilities in the monitoring process are conducted using
1358 reliable and accurate information and that all decisions made by the policy committee and the governing
1359 body are data-driven.

1360 Subrecipients must attend all Grantee training sessions as determined necessary by the Grantee to support
1361 compliance with all applicable local, state and federal regulations; compliance with all Service Area
1362 Plans, Policies, and Procedures; and quality services for children and families.
1363

1364 **Safety Training**

1365 All staff with regular child contact must receive initial orientation training within three months of hire and
1366 ongoing training in all state, local, tribal, federal and program-developed health, safety and child care
1367

1371 requirements to ensure the safety of children in their care; including, at a minimum, and as appropriate
1372 based on staff roles and ages of children they work with, training in:

- 1373
- 1374 a. The prevention and control of infectious diseases;
- 1375 b. Prevention of sudden infant death syndrome and use of safe sleeping practices;
- 1376 c. Administration of medication, consistent with standards for parental consent;
- 1377 d. Prevention and response to emergencies due to food and allergic reactions;
- 1378 e. Building and physical premises safety, including identification of and protection from hazards,
1379 bodies of water, and vehicular traffic;
- 1380 f. Prevention of shaken baby syndrome, abusive head trauma, and child maltreatment;
- 1381 g. Emergency preparedness and response planning for emergencies;
- 1382 h. Handling and storage of hazardous materials and the appropriate disposal of biocontaminants;
- 1383 i. Appropriate precautions in transporting children, if applicable;
- 1384 j. First aid and cardiopulmonary resuscitation; and,
- 1385 k. Recognition and reporting of child abuse and neglect, in accordance with the requirement at
1386 paragraph (b)(5) of this section;
- 1387

1388 All staff with no regular responsibility for or contact with children must receive initial orientation training
1389 within three months of hire; ongoing training in all state, local, tribal, federal and program-developed
1390 health and safety requirements applicable to their work; and training in the program’s emergency and
1391 disaster preparedness procedures.

1392 **17. PROGRAM SELF-ASSESSMENT**

1393 Subrecipient shall conduct a comprehensive self-assessment annually, inclusive of program services and
1394 management systems including Human Resources, Program Planning and Service System Design, Data
1395 and Evaluation, Fiscal Management, Community and Self Assessments, Facilities and Learning
1396 Environments, Technology and Information Systems, Training and Professional Development,
1397 Communication, Record-Keeping and Reporting, Ongoing Monitoring and Continuous Improvement, and
1398 Governance.

1399

1400 The self-assessment shall evaluate the program’s progress towards meeting goals and objectives using
1401 aggregated child assessment data where applicable, compliance with the Head Start Program Performance
1402 Standards throughout the program year, and the effectiveness of the professional development and family
1403 engagement systems in promoting school readiness, using classroom, professional development and
1404 parent and family engagement data as appropriate. In addition, Subrecipient shall use the self-assessment
1405 in the establishment of program goals for improving the school readiness of children participating in the
1406 program, including school readiness goals that are aligned with the Head Start Early Learning Outcomes
1407 Framework 2015, California State early learning standards as appropriate, and requirements and
1408 expectations of the schools the children will be attending; and use lessons from the self-assessment to
1409 identify program needs and develop and implement plans for program improvement.

1410

1411 Subrecipient must conduct the Self-Assessment as designated by the Grantee, including timelines,
1412 implementation process, tools, forms, corrective action reports and corrective action deadlines.
1413 Subrecipient must provide training to the self-assessment team which must include parents and
1414 community members.

1415

1416 Subrecipient will inform the Grantee of the scheduled date of the self-assessment no later than October
1417 31st of the Agreement year (Attachment D, Month of October). Subrecipient’s self-assessment must be
1418 completed no later than March 31st of the Agreement year.
1419

1420 Subrecipient will submit its self-assessment Report of Findings and Action Plan including identified
1421 Opportunities for Improvement, Initial Action Plan, and Anticipated Outcome, to the Grantee, utilizing
1422 the report template provided by the Grantee, no later than thirty (30) calendar days from the completion of
1423 the self-assessment. The Self-Assessment Report and Action Plan document must have signatures of both
1424 the Governing Body and Policy Committee Chairs verifying approval, along with Governing Body and
1425 Policy Committee minutes documenting each group’s participation in the development and approval of
1426 the Self-Assessment Report and Action Plan (Attachment D, Month of March).
1427

1428 Not later than thirty (30) calendar days after receiving the Self-Assessment Report and Action Plan from
1429 the Subrecipient, the Grantee shall either approve such proposed plan or specify the reasons why the
1430 proposed plan cannot be approved and expected next steps.
1431

1432 Subrecipient shall complete and submit a Self-Assessment Report and Action Plan Year-End Evaluation
1433 demonstrating progress and outcomes in addressing the identified Opportunities for Improvement, and
1434 listing any additional action steps that need to be taken. The Self-Assessment Report and Action Plan,
1435 with completed Year-End Evaluation, document must have signatures of both the Governing Body and
1436 Policy Committee Chairs verifying approval of Year-End Evaluation, along with Governing Body and
1437 Policy Committee minutes documenting each group’s participation in the development and approval of
1438 the Self-Assessment Report and Action Plan Year-End Evaluation (Attachment D, Month of June).
1439

1440 Subrecipient may request technical assistance from the Grantee Executive Director as needed for
1441 assistance in developing an appropriate Self-Assessment Report and Action Plan.

1442 **18. RISK MANAGEMENT**

1443 The Grantee may schedule and hold risk management meetings with the Subrecipient as needed.
1444 Subrecipient will be required to play an active role in this process. At very least, the Subrecipient’s
1445 Executive Director/Director, Governing Body Chair/President and Policy Committee Chair or designated
1446 Policy Committee Officer, must attend and participate in this process. At its sole discretion, the Grantee
1447 may require additional Subrecipient staff, Governing Body and Policy Committee members to attend. The
1448 purpose of this meeting is to recognize program strengths, identify risks, identify whether the
1449 Subrecipient is meeting the requirements under this Agreement, and/or to prevent or reduce risks through
1450 early identification of areas of performance that need improvement. The outcome of this meeting will be a
1451 comprehensive action plan that addresses areas in need of support and improvement, in an effort to guide
1452 ongoing monitoring, training and technical assistance, and the refunding process. Additional meetings
1453 will be held as needed to gauge progress in meeting goals or sustaining improvements.
1454

1455 OCHS’s first commitment to each of its Subrecipients is to support and assist with problems to attempt to
1456 avoid the laborious and negative results that program transitions will have on children, families, and
1457 communities. However, per 45 CFR Part 1303.30, OCHS is accountable for the services its Subrecipients
1458 provide. OCHS supports, oversees, and ensures the Subrecipient provides high-quality services to
1459 children and families and meet all applicable requirements. In addition, OCHS faces the ultimate
1460 requirement of having to re-compete for its funding if any of the seven issues identified in 45 CFR Part
1461 1304.11 are found to exist at any of its agencies. The enforcement efforts for OCHS are an attempt to

1462 align its support activities with the Head Start Act, its regulations, and the seven “triggers” to avoid
1463 having to take drastic action.

1464 **19. DEFICIENCY DESIGNATION AND DEFINITION**

1465 At a minimum, Subrecipient must demonstrate a level of compliance with the Federal and State
1466 requirements such that no deficiency exists in its program. If the Grantee determines that the Subrecipient
1467 meets one of the criteria for a deficiency, as defined in Section 637(2)(A-C) of the Act, the Grantee shall
1468 inform the Subrecipient of the deficiency. The term deficiency means:

1469
1470 A systemic or substantial material failure of the Subrecipient in an area of performance that the Grantee
1471 determines involves:

- 1472 1. a threat to the health, safety or civil rights of children or staff;
- 1473 2. a denial to parents of the exercise of their full roles and responsibilities related to program
1474 operations;
- 1475 3. a failure to perform with standards related to Early Childhood Development and Health Services,
1476 Family and Community Partnerships, or Program Design and Management;
- 1477 4. the misuse of Early Head Start grant funds; or
- 1478 5. the loss of legal status or financial viability, loss of permits, debarment from receiving Federal
1479 grants or Agreements or the improper use of Federal funds; Failure to meet any other Federal or
1480 State requirements including, but not limited to, the Head Start Act or one or more of the
1481 regulations under Parts 1301 through 1305 of the Head Start Program Performance Standards, and
1482 which the Subrecipient has shown an unwillingness or inability to correct within the period
1483 specified by the Grantee.
- 1484 6. systemic or material failure of the Subrecipient Governing Body to fully exercise its legal and
1485 fiduciary responsibility; and
- 1486 7. an unresolved area of non-compliance.

1487 **20. NOTIFICATION TO SUBRECIPIENT AGENCIES OF DEFICIENCY(IES) AND FOLLOW-
1488 UP CORRECTIONS AND SANCTIONS**

1489 If it is determined by the Grantee that the Subrecipient has one or more deficiencies, as defined in the
1490 Head Start Act, Sect 637(2), fails to address the communitywide strategic planning and needs assessment,
1491 or is at risk of one or more of the criterion under 45 CFR 1304, the Grantee may place the Subrecipient on
1492 a deficiency status.

1493
1494 The Grantee shall inform the Subrecipient of its decision to place the Subrecipient on deficiency status,
1495 the deficiencies to be corrected, and which Enforcement Sanctions (see Section 8) will be applied during
1496 and/or after the correction period. With respect to each identified deficiency, the Subrecipient will be
1497 required to:

- 1498 a. correct the deficiency immediately, if the Grantee finds that the deficiency threatens the health
1499 or safety of staff or program participants or poses a threat to the integrity of Federal funds;
- 1500 b. correct the deficiency not later than 90 calendar days after notification of the deficiency if the
1501 Grantee finds, in its sole discretion of the Grantee, that such a 90 calendar day period is
1502 reasonable, in light of the nature and magnitude of the deficiency; or
- 1503 c. comply with grantee’s requirements as specified on the Grantee’s Monitoring Report.

1504
1505

1506 Once the Subrecipient is placed on deficiency status, the Subrecipient shall:
1507

- 1508 1. develop a Corrective Action Plan (CAP) on the Grantee’s Monitoring Report to be submitted to
1509 the Grantee within 30 calendar days. The CAP must be accompanied by proper Governing Body
1510 and Policy Committee approvals which includes signed statements from Subrecipient Board and
1511 Policy Committee Chairs, Governing Body and Policy Committee minutes documenting each
1512 group’s participation in the development corrective action, policies, procedures, plans, etc., their
1513 understanding program operation changes, the vote and approval and the
1514 required/requested/modified/revised documents. The CAP must specify:
 - 1515 a. the deficiency(ies) to be corrected;
 - 1516 b. all actions (including changes to policies and/or systems), to be taken to correct such
1517 deficiencies;
 - 1518 c. the timetable for accomplishment of the corrective actions specified; and
- 1519 2. correct each deficiency identified, not later than the grantee’s designated date for correction of
1520 such deficiency specified on such report.
1521

1522 Within fifteen (15) business days after each designated date for correction, the Subrecipient shall re-
1523 submit a validation CAP to the Grantee ensuring the corrective action steps and dates, using the validation
1524 step and date sections on the form, for each deficiency. Grantee may require shorter deadlines for
1525 corrective actions depending on the nature or severity of the findings (e.g., 48 hour CAPs for health and
1526 safety or fiscal issues or thirty (30) days for non-compliances the Subrecipient failed to correct within its
1527 allocated/required timelines). The validation CAP must be accompanied by all supporting documentation
1528 to validate that the corrective actions have taken place, and a letter from the Subrecipient’s Board
1529 Chair/President noting the Governing Body assures the deficiencies have been corrected and will be
1530 sustained. The letter must:

- 1531 a. describe the deficiency;
- 1532 b. explain all actions taken to remedy the deficiency;
- 1533 c. explain how the actions ensure that compliance will be maintained in the future;
- 1534 d. state that the issues have been remedied;
- 1535 e. specify the date of validation, and;
- 1536 f. be signed by the Subrecipient’s Board and Policy Committee Chairpersons.
1537

1538 The Grantee may require training and technical assistance (T/TA) be given to the Subrecipient with
1539 respect to the development and/or implementation of such CAPs or anytime as deemed necessary by the
1540 grantee to support the Subrecipient in meeting all compliance, contract and quality standards. Refusal by
1541 the Subrecipient to participate in such T/TA may be deemed a breach of this agreement and grounds for
1542 termination of the Agreement. Failure to participate in T/TA does not release the Subrecipient from its
1543 responsibility to correct the concern(s), non-compliance(s), and/or deficiency(ies).

1544 The Grantee will verify that correction of the deficiency(ies) is complete prior to releasing the
1545 Subrecipient from deficiency status.
1546

1547 If Grantee determines that the Subrecipient fails to correct, the Grantee may initiate proceedings to
1548 terminate the designation of the Subrecipient.
1549

1550 OCHS staff may attend the Subrecipient’s monthly governing body and Policy Committee meetings to
1551 ensure the governing body is involved in the oversight of the changes the agency implements. This allows

1552 the governing body and Policy Committee to provide the Grantee with clarifications about the activities to
1553 correct deficiencies.

1554 **21. SPECIAL AWARD OR AGREEMENT CONDITIONS**

1555 The Grantee monitors the Subrecipient's compliance and risk on an ongoing basis. The Grantee may
1556 impose special conditions and/or sanctions on the Subrecipient if the Grantee has determined that the
1557 Subrecipient:

- 1558 a. has a history of poor performance;
- 1559 b. is financially unstable;
- 1560 c. receives a qualified audit, an adverse opinion, or auditors opinion that contains a "going concern"
1561 statement;
- 1562 d. receives a Management Letter from their independent auditors that denotes specific internal
1563 control weaknesses;
- 1564 e. has a management system (e.g., Human Resources, Program Planning and Service System Design,
1565 Data and Evaluation, Fiscal Management, Community and Self-Assessments, Facilities and
1566 Learning Environments, Technology and Information Systems, Training and Professional
1567 Development, Communication, Record-Keeping and Reporting, Ongoing Monitoring and
1568 Continuous Improvement, and Governance) which does not meet the standards of this Agreement;
- 1569 f. has acted in a way that is a material breach of Subrecipient's Agreement with OCHS, as
1570 determined by the Grantee;
- 1571 g. has not provided evidence of compliance with applicable legislation, regulations, or Grantee
1572 directives;
- 1573 h. has not conformed to the terms or conditions of a previous award, or the directives for a pending
1574 award; or, is not otherwise responsible, including, but not limited to, creating circumstances which
1575 may endanger or compromise the continuation of ACF/DHHS funding to the Grantee or result in a
1576 deficiency charged to the Grantee;
- 1577 i. has a non-compliance in any area as determined by the Grantee, the Office of Head Start, or any
1578 other regulatory Agency;
- 1579 j. submits to Grantee any reports which are incorrect or incomplete in any material respect and/or
1580 which are not submitted according to deadlines;
- 1581 k. maintains a pattern of discrimination;
- 1582 l. if Subrecipient is in default of any of the provisions of this Agreement or violates any of the
1583 covenants, assurances, stipulations or conditions of this Agreement;
- 1584 m. fails, for any reason, to fulfill in a timely, proper, and reasonable manner its obligations under
1585 this Agreement;
- 1586 n. utilizes funds provided under this Agreement improperly;
- 1587 o. fails to comply with applicable federal, California and local laws, administrative regulations, or
1588 executive orders;
- 1589 p. has a systemic or substantial material failure in an area of performance that Grantee determines
1590 involves a threat to the health, safety, or civil rights of children or staff;
- 1591 q. denies parents the right to exercise their full roles and responsibilities related to program
1592 operations;
- 1593 r. has a failure to comply with standards related to early childhood development and health services,
1594 family and community partnerships, or program design and management;
- 1595 s. has failure to meet Federal or California requirements that the Subrecipient has shown an
1596 unwillingness or inability to correct, after notice from the Grantee, with the period specified in
1597 accordance with the procedures outlined in this Agreement; and/or,

1598 t. does not adhere to Grantee requests, requirements, and/or timelines.
1599

1600 If special conditions are imposed by the Grantee, the Subrecipient will be notified in writing and the
1601 notification will include the following items:

- 1602 a. the nature of the special conditions/restrictions,
- 1603 b. the reasons for imposing them,
- 1604 c. the corrective actions which must be implemented by the Subrecipient with regard to these
1605 special conditions before they will be removed,
- 1606 d. the consequences for deficiency with the special conditions,
- 1607 e. the time period for correction of deficiencies, and
- 1608 f. technical assistance that will be provided for, by the Grantee.
1609

1610 In the event that special conditions are attached to this Agreement, Grantee will notify ACF that special
1611 conditions have been imposed on the Subrecipient Agency.
1612

1613 Identification of special conditions and/or restrictions: Any or all Sanctions (see Section 8) may be
1614 imposed in the event that special conditions are attached to the Agreement.

1615 **22. INTERIM ADMINISTRATIVE MANAGEMENT**

1616 Interim Administrative Management is in response to the lack of sufficient program, administrative, or
1617 fiscal compliance that results in a deficiency in the Agency's operations. A special condition will be
1618 placed on the Subrecipient Agency's Agreement and written notification to the Subrecipient's Board of
1619 Directors (or Board of Education) will be provided indicating the commencement of interim
1620 administrative management and the conditions required for the removal of the Special Condition.
1621

1622 Grantee will assign an OCHS employee and/or an independent consultant Contracted by OCHS to
1623 oversee the aspects of the Subrecipient's operations that are identified as the basis for implementing
1624 interim administrative management. All programmatic, fiscal, and/or administrative systems decisions
1625 must be reviewed and approved by the assigned employee or consultant prior to action being taken by the
1626 Subrecipient Agency. The on-site monitor will provide written reports to the Subrecipient Board of
1627 Directors/Education and the Subrecipient's Early Head Start Director identifying issues that must be
1628 corrected and/or reasons for disapproval of anticipated Subrecipient Agency action(s). The Subrecipient's
1629 Board and Policy Committee will be advised of the actions that must be taken and the time frame for
1630 compliance in order for the interim administrative management to be removed.
1631

1632 OCHS will determine whether the Subrecipient is in compliance with all programmatic, fiscal, and/or
1633 administrative systems requirements and will provide the Subrecipient written notice of the removal of
1634 Interim Administrative Management.

1635 **23. DISALLOWANCE OF PAYMENTS AND SUSPENSION**

1636 *Suspension or Disallowance of Payments Suspension of Performance*

1637 Grantee may suspend or disallow payment to Subrecipient in whole or in part under this Agreement,
1638 and/or to suspend performance under this Agreement, in the event of any of the following occurrences:
1639

- 1640 a. if Subrecipient shall have made any intentional material misrepresentation with respect to any
1641 information or data furnished to Grantee in connection with this Agreement;

- 1642 b. if Subrecipient submits to Grantee any reports which are incorrect or incomplete in any material
- 1643 respect and/or which are not submitted according to deadlines;
- 1644 c. if Subrecipient claims any cost that Grantee or its auditors determines to be questioned/able or
- 1645 disallowed;
- 1646 d. if Subrecipient maintains a pattern of discrimination;
- 1647 e. if Subrecipient is in default of any of the provisions of this Agreement or violates any of the
- 1648 covenants, assurances, stipulations or conditions of this Agreement;
- 1649 f. if Subrecipient shall fail, for any reason, to fulfill in a timely, proper, and reasonable manner its
- 1650 obligations under this Agreement;
- 1651 g. if Subrecipient dissolves, becomes insolvent, has an assignment for the benefit of creditors,
- 1652 commences a bankruptcy or insolvency proceeding, or has a receiver appointed for its property;
- 1653 h. if HHS reduces funding to Grantee below the amount in existence at the time the Grantee and
- 1654 Subrecipient entered into this Agreement or suspends funding to Grantee;
- 1655 i. if Subrecipient utilizes funds provided under this Agreement improperly;
- 1656 j. if Subrecipient fails to comply with applicable federal, California and local laws, administrative
- 1657 regulations, or executive orders;
- 1658 k. a systemic or substantial material failure of Subrecipient in an area of performance that Grantee
- 1659 determines involves a threat to the health, safety, or civil rights of children or staff; Denial to
- 1660 parents of the exercise of their full roles and responsibilities related to program operations;
- 1661 l. a failure to comply with standards related to early childhood development and health services,
- 1662 family and community partnerships, or program design and management;
- 1663 m. failure to meet Federal or California requirements that the Subrecipient has shown an
- 1664 unwillingness or inability to correct, after notice from the Grantee, with the period specified in
- 1665 accordance with the procedures outlined in this Agreement.

1666 **24. TERMINATION OF AGREEMENT**

1667 Pursuant to Section 641A (d)(4) of the Head Start Act, the Grantee may terminate this Agreement for
 1668 cause or by determining that such a decision would be cost effective.

1669
 1670 Termination for cause shall include the following:

- 1671 a. if Subrecipient makes any intentional material misrepresentation with respect to any information
- 1672 or data furnished to Grantee in connection with this Agreement;
- 1673 b. if Subrecipient submits to Grantee any reports which are incorrect or incomplete in any material
- 1674 respect and/or which are not submitted according to deadlines;
- 1675 c. if Subrecipient maintains a pattern of discrimination;
- 1676 d. if Subrecipient is in default of any of the provisions of this Agreement or violates any of the
- 1677 covenants, assurances, stipulations, or conditions of this Agreement;
- 1678 e. if Subrecipient fails, for any reason, to fulfill in a timely, proper, and reasonable manner its
- 1679 obligations under this Agreement;
- 1680 f. if Subrecipient dissolves, becomes insolvent, has an assignment for the benefit of creditors
- 1681 commences a bankruptcy or insolvency proceeding, or has a receiver appointed for its property;
- 1682 g. if Subrecipient utilizes funds provided under this Agreement improperly;
- 1683 h. if Subrecipient fails to comply with applicable federal, California and local laws, administrative
- 1684 regulations, or executive orders;
- 1685 i. a systemic or substantial material failure of the Subrecipient in an area of performance that
- 1686 Grantee determines involves a threat to the health, safety, or civil rights of children or staff;

- 1687 j. id Subrecipient denies parents the ability to exercise their full roles and responsibilities related to
- 1688 program operations;
- 1689 k. a failure to comply with the Head Start Act and applicable standards related to early childhood
- 1690 development and health services, family and community partnerships, or program design and
- 1691 management;
- 1692 l. failure to meet federal or California requirements that Subrecipient has shown an unwillingness or
- 1693 inability to correct, after notice from Grantee within the period specified;
- 1694 m. if Subrecipient is unable or unwilling to comply with any additional conditions as may be lawfully
- 1695 applied by HHS or the Grantee;
- 1696 n. if the Subrecipient fails to meet material conditions of this Agreement at any time;
- 1697

1698 Additionally, Subrecipient may be terminated or required to re-compete for its funding if the Grantee or a
 1699 responsible HHS official determines that one or more of the following seven conditions existed during the
 1700 Agreement period that would put the Grantee in jeopardy of losing its funding:

- 1701 a. The Subrecipient has been determined by the Grantee or responsible HHS official to have one or
- 1702 more deficiencies on a single review;
- 1703
- 1704 b. The Subrecipient has been determined not to have:
- 1705 i. established program goals for improving the school readiness of children participating in
- 1706 its program in accordance with the requirements of Section 641A(g)(2) of the Act and
- 1707 demonstrated that such goals:
- 1708
 - 1709 • appropriately reflect the ages of children, birth to five (5), participating in the
 - 1710 program;
 - 1711 • align with the Head Start Child Development and Early Learning Outcomes
 - 1712 Framework 2015, State early learning guidelines, and the requirements and
 - 1713 expectations of the schools, to the extent that they apply to the ages of children,
 - 1714 birth to five, participating in the program and at a minimum address the required
 - 1715 domains for Early Head Start (5 domains);
 - 1716 • were established in consultation with the parents of children participating in the
 - 1717 program.
- 1718 ii. taken steps to achieve the school readiness goals demonstrated by:
 - 1719 • aggregating and analyzing aggregate child-level assessment data at least three (3)
 - 1720 times per year, including for sub-groups, such as dual language learners and
 - 1721 children with disabilities, as appropriate, and using that data in combination with
 - 1722 other program data to determine Subrecipients' progress toward meeting its goals,
 - 1723 to inform parents and the community of results, and to direct continuous
 - 1724 improvement related to curriculum choice and implementation, instruction,
 - 1725 professional development, program design and other program decisions;
 - 1726 • analyzing individual ongoing, child-level assessment data for all children birth to
 - 1727 age five (5) participating in the program and using that data in combination with
 - 1728 input from parents and families to determine each child's status and progress with
 - 1729 regard to, at a minimum, the five required domains for Early Head Start to
 - 1730 individualize the experiences, instructional strategies, and services to best support
 - 1731 each child; and
 - 1732 • implementing strategies for achieving their goals and ensuring compliance, and
 - 1733 revise those strategies over time to reflect their progress and shifting priorities.

1734
1735
1736
1737
1738
1739
1740
1741
1742
1743
1744
1745
1746
1747
1748
1749
1750
1751
1752
1753
1754
1755
1756
1757
1758
1759
1760
1761
1762
1763
1764
1765
1766
1767
1768
1769
1770
1771
1772

- c. the Subrecipient has been determined during the Agreement period:
 - i. to have an average score across all classrooms observed below the following minimum thresholds on any of the three CLASS: Pre-K domains from the most recent CLASS: Pre-K observation:
 - for the Emotional Support domain the minimum threshold is a six (6);
 - for the Classroom Organization domain, the minimum threshold is a six (6);
 - for the Instructional Support domain, the minimum threshold is a (3), with constant improvements being made until a six (6) is achieved.
 - ii. to have an average score across all classrooms observed that is in the lowest 10 percent on any of the three CLASS: Pre-K domains from the most recent CLASS: Pre-K observation among those currently being reviewed unless the average score across all classrooms observed for that CLASS: Pre-K domain is equal to or above the standard of excellence that demonstrates that the classroom interactions are above an exceptional level of quality. For all three domains, the “standard of excellence” is a 6.
- d. the Subrecipient is, at risk of, or has had a revocation of its license to operate an Early Head Start center or program by a state or local licensing agency during the Agreement period and the revocation has not been overturned or withdrawn before the next Agreement period. A pending challenge to the license revocation or restoration of the license after correction of the violation shall not affect application of this requirement.
- e. the Subrecipient is, at risk of, or has been suspended from the Early Head Start program by the Grantee during the Agreement period and the suspension has not been overturned or withdrawn. If there is a pending appeal and the Subrecipient did not have an opportunity to show cause as to why the suspension should not have been imposed or why the suspension should have been lifted if it had already been imposed, the Subrecipient will not be required to compete based on this condition. If a Subrecipient has received an opportunity to show cause, the condition will be implemented regardless of appeal status.
- f. the Subrecipient is, at risk of, or has been debarred from receiving federal or state funds from any federal or state department or agency or has been disqualified from the Child and Adult Care Food Program (CACFP) any time during the Agreement period.
- g. the Subrecipient is, at risk of, or has been determined within the twelve months (12) proceeding to be at risk of failing to continue functioning as a going concern. The final determination is made by a review of the findings and opinions of an audit conducted in accordance with Section 647 of the Act; an audit, review or investigation by a State Agency; a review by the National External Audit Review (NEAR) Center; or an audit, investigation or inspection by the Department of Health and Human Services Office of Inspector General.

1773 ***Transfer of Agreement***

1774 The Grantee may assign and transfer this Agreement when required by ACF/DHHS without the consent
1775 of Subrecipient.
1776

1777 If Subrecipient is unable or unwilling to comply with such additional conditions as may be lawfully
1778 applied by ACF/DHHS to the grant and to the Grantee, Subrecipient shall terminate this Agreement by
1779 giving ninety (90) days written notice to the Grantee signifying the effective date thereof. In this event,

1780 the Grantee will take measures as necessary to ensure that adequate arrangements are made for the
1781 transfer of the Subrecipient activities to another Subrecipient or to the Grantee. If Subrecipient does not
1782 provide timely notice of such termination, the Grantee may unilaterally effect the termination.
1783

1784 *Termination Procedure*

1785 In the event of any termination, all property and finished or unfinished documents, data, studies and
1786 reports purchased or prepared by the Subrecipient under this Agreement shall be disposed of according to
1787 ACF/DHHS and Grantee written directives. Subrecipient shall be entitled to compensation for any un-
1788 reimbursed expenses reasonably and necessarily incurred in satisfactory performance of this Agreement.
1789

1790 Notwithstanding the above, Subrecipient shall not be relieved of liability to the Grantee for damages
1791 sustained by the Grantee by virtue of any breach of the Agreement by Subrecipient, and the Grantee may
1792 withhold any reimbursement to the Subrecipient for the purpose of expense off-set until such time as the
1793 exact amount of damages due to the Grantee from Subrecipient is agreed upon or otherwise determined.
1794

1795 In accordance with 45 CFR 1304.7, Subrecipient is not authorized to charge to its grant legal fees or other
1796 costs incurred to appeal terminations, reductions of funding, or denials of applications of refunding
1797 decisions.
1798

1799 If this Agreement is terminated by Grantee, Subrecipient shall be paid for costs actually incurred and
1800 allowable under the terms of this Agreement, to the effective date of termination, less the amount of any
1801 advance payment previously made and not accounted for. Upon termination of this Agreement,
1802 Subrecipient shall not incur any obligations after the effective date of such termination, unless expressly
1803 authorized by Grantee, in writing. Grantee shall not be liable for any claims of Subrecipient for
1804 consequential damages. In the event of termination, all property procured with Early Head Start funds and
1805 finished or unfinished documents, data, studies and reports purchased or prepared by Subrecipient under
1806 this Agreement shall, at the option of Grantee, become the property of Grantee or be otherwise disposed
1807 of as directed by Grantee in writing, provided that Subrecipient has received full reimbursement for its
1808 costs associated with the purchase or preparation of said finished or unfinished documents, data, studies
1809 and reports.
1810

1811 If Grantee has any claims of breach against Subrecipient for Grantee liability for funds wrongfully spent
1812 by Subrecipient, disallowed costs, or audit exceptions under this Agreement, Grantee shall pursue its
1813 remedies in accordance with the law and applicable regulations. Notwithstanding the above, Subrecipient
1814 shall not be released of liability by Grantee for damages sustained by Grantee by virtue of any breach
1815 of this Agreement by Subrecipient, including Grantee liability for funds wrongful or misspent by
1816 Subrecipient, disallowed costs, or audit exceptions under this Agreement. Grantee may withhold any
1817 payment or reimbursement to Subrecipient for purposes of setoff until such time as the exact amount
1818 of damages due Grantee from Subrecipient is agreed upon or otherwise determined. Neither this
1819 Section, nor any other provision of this Agreement, shall release Subrecipient from its liability to
1820 Grantee for wrongfully or misspent funds or disallowed costs should the amount of those wrongful
1821 or misspent funds or disallowed costs exceed the amount of any payment or reimbursement due
1822 Subrecipient.

1823 **25. APPEALS OF TERMINATION OR DEFUNDING**

1824 The Grantee has established a process for terminating or defunding of a Subrecipient, including an appeal
1825 of such decisions, and will ensure the process is fair and timely. The Grantee will notify the responsible

1826 Health and Human Services, Administration of Children and Families official about final decisions, if
1827 applicable.

1828 **26. FISCAL MANAGEMENT**

1829 Subrecipient must meet the standards for a sound financial management system as set forth in 45 CFR 75,
1830 2 CFR 200, and 45 CFR 1301-1305, Head Start Act, and all other applicable federal and state regulations.

1831
1832 ***Financial Reporting System***

1833 Accurate, current and complete disclosure of the results of the Early Head Start program shall be made in
1834 accordance with the provisions of this Section. Financial reporting shall comply with commercial
1835 auditing standards for Early Head Start funded programs and shall be maintained in such a manner as will
1836 minimize audit exceptions. In accordance with Section 642 of the Head Start Act of 2007, the
1837 Subrecipient shall produce monthly financial reports for the Board and Policy Committee on Head Start
1838 activities. These reports shall be submitted to the Grantee and as an attachment to the minutes of their
1839 respective meetings.

1840
1841 In support of the financial management system, Subrecipient shall have written accounting procedures,
1842 which follow Federal Regulations and provide for consistent reporting of financial transactions
1843 (Attachment D, Month of August).

1844
1845 Subrecipient is expected to use the funds for the purpose stated in the grant award. Guidance on
1846 allowable and non-allowable costs is outlined in 45 CFR 75 and 2 CFR Part 200 and must be followed for
1847 any expenses charged to the Early Head Start Grant.

1848
1849 ***Fiscal Monitoring and Reporting Program Performance***

1850 The Grantee and Subrecipient are responsible for oversight of the operations of the federal award
1851 supported activities. The Subrecipient must monitor its activities two times per year, in the months of
1852 December and May, under Federal awards to assure compliance with applicable federal requirements and
1853 performance expectations are being achieved. Monitoring by the Subrecipient must cover each program,
1854 function or activity. Subrecipient must develop and submit to the Grantee a Corrective Action Plan (CAP)
1855 for its fiscal self-ongoing monitoring, utilizing the CAP template provided by the Grantee, with
1856 Governing Body and Policy Committee approvals, twice per program year. The CAP document must
1857 have signatures of both the Governing Body and Policy Committee Chairs verifying approval, along with
1858 Governing Body and Policy Committee minutes documenting each group's participation in the
1859 development and approval of the CAP. (Attachment D, Months of December and May)

1860
1861
1862 In addition, the Subrecipient shall re-submit the CAP to the Grantee indicating validation steps and dates
1863 for each non-compliance or deficiency. The CAP document must have signatures of both the Governing
1864 Body and Policy Committee Chairs, along with Governing Body and Policy Committee minutes,
1865 verifying all non-compliances or deficiencies have been corrected. (Attachment D, Months of February
1866 and July)

1867
1868
1869 The Subrecipient must use Grantee standard data elements for collection of performance information.
1870 The Subrecipient must submit performance reports at the interval required by the Grantee to best inform
1871 improvements in program outcomes and productivity.

1872 The Subrecipient must submit performance reports using Grantee approved information collections when
1873 providing performance information. As appropriate in accordance with above mentioned information
1874 collections, these reports will contain:

- 1875 a. a comparison of actual accomplishments to the objectives of the Federal award established for the
1876 period. Where the accomplishments of the federal award can be quantified, a computation of the
1877 cost (for example, related to units of accomplishment) may be required if that information will be
1878 useful. Where performance trend data and analysis would be informative to the Grantee, the
1879 Grantee may include this as a performance reporting requirement.
- 1880 b. the reasons why established goals were not met, if appropriate.
- 1881 c. additional pertinent information including, when appropriate, analysis and explanation of cost
1882 overruns or high unit costs.

1883 The Grantee shall monitor the activities of the Subrecipient as necessary to ensure that the funding is used
1884 for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of
1885 the sub award; and that the Subrecipient performance goals are achieved. Grantee monitoring of the
1886 Subrecipient will include:

- 1887 a. reviewing financial and performance reports required by the Grantee, state and federal regulations.
- 1888 b. following-up and ensuring that the Subrecipient takes timely and appropriate action on all
1889 concerns, non-compliances and deficiencies pertaining to the Federal award provided to the
1890 Subrecipient from the Grantee detected through audits, on-site reviews, and/or any other means.
- 1891 c. issuing a management decision for audit findings pertaining to the Federal award provided to the
1892 Subrecipient from the Grantee.

1893 The use of Early Head Start funds may not be used to pay the costs of other programs, whether collocated
1894 or partnered, pending the receipt of cash advances or cost reimbursement from state or other funding
1895 sources due to economic conditions, failure to approve state budgets, reductions to programs funded by
1896 the state, etc.

1897
1898 Payments to Subrecipient of Early Head Start funds will be done in accordance with the Subrecipient's
1899 budget for the program year. It is expected that the budget will reflect the appropriate funding for the
1900 Subrecipient's Early Head Start program and that funds will be expended for allowable budgeted
1901 expenses. The Grantee will, as stated elsewhere in this Agreement, review Subrecipient program costs to
1902 insure that funding is being utilized as budgeted.

1903
1904 The Grantee reserves the right to reduce Subrecipients' current and/or future Grant funding if
1905 Subrecipient consistently demonstrates that funding is in excess of what Subrecipient requires to
1906 adequately fund its Early Head Start program and comply with applicable Head Start Program
1907 Performance Standards.

1908

1909 ***Annual Audits***

1910 Subrecipient shall have an annual audit, which conforms to 45 CFR 75 and 2 CFR Part 200. (Attachment
1911 D, Month of January).

1912 If OCHS provides the Subrecipient more than twenty-five percent (25%) of its total funding, the
1913 Subrecipient shall separate Early Head Start funding from other sources of funding in its Annual Audit. A
1914 copy of the organization-wide audit report, with accompanying management letter, shall be provided to
1915 the Director of Finance of the Grantee annually, within thirty (30) days after receipt of the audit report.
1916 Any non-compliance issues must be addressed with a corrective action plan inclusive of a timeline for
1917 action, which shall also be provided simultaneously to the Executive Director of the Grantee. The
1918 Subrecipient's Governing Body must approve the CAP and the appropriate action to ensure all issues are
1919 corrected in a timely manner.

1920
1921 ***Payments/Reimbursements***

1922 Subrecipient shall limit payment requests to amounts needed to meet immediate cash requirements, and
1923 shall limit excessive amounts in interest bearing accounts to insure that cash assets are insured under
1924 FDIC rules, or that funds are collateralized by the financial institution holding the funds for the
1925 Subrecipient. Subrecipient shall be mindful of, and adhere to, the limitations in its own rate of withdrawal
1926 of funds under the approved program budget and of the requirement to liquidate all obligations within 60
1927 calendar days after expiration of the Agreement. Subrecipient is responsible for obtaining all outstanding
1928 invoices for goods and services from vendors to ensure obligations are liquidated within this time period.
1929 No obligations or payment of liquidations will be allowed after the sixty (60) calendar day period.

1930
1931 Reimbursements by the Grantee to the Subrecipient shall be made in accordance with the policies,
1932 procedures, and standards established by the Grantee. The Grantee shall not unreasonably withhold
1933 reimbursements. The Grantee shall make payment under this Agreement only after timely receipt of
1934 Subrecipient's Invoice for Reimbursement, which shall be consistent with the approved budget. Such
1935 invoices must be accurate and reflect the financial activity of the period covered by the invoice. All costs
1936 shall be supported by properly propagated and executed payrolls, time records, invoices, agreements,
1937 vouchers, non-federal share documentation, or other official documentation, which shall be at the sole
1938 discretion of the Grantee, evidencing in proper detail the nature and propriety of the charge.

1939
1940 The Grantee reserves the right to withhold reimbursement or advance payments if supporting
1941 documentation for federal and non-federal share is inadequate or late. Advance payments shall be made at
1942 the sole discretion of the Grantee or as mutually agreed upon by Grantee and Subrecipient, and shall be
1943 limited to estimated expenditures for the succeeding thirty (30) day period, less unexpended funds
1944 advanced in the previous period. Expenditures that exceed allowable budget flexibility will not be
1945 reimbursed, unless prior written approval from the Grantee has been obtained. No funds identified in this
1946 Agreement shall, without advance written approval of Grantee, be obligated before the beginning of the
1947 term or after the ending of the term.

1948
1949 Monthly fiscal reports are due to the Grantee no later than twenty (20) calendar days following the end of
1950 each month.

1951
1952 Subrecipient will be liable for and will repay to Grantee any amounts expended under this Agreement
1953 found not to be in accordance with the Early Head Start program and the provisions of this Agreement
1954 including, but not limited to, disallowed costs. Such repayment will be from sources of funds other than
1955 those funds received under this Agreement.

1956 If the Subrecipient anticipates an aggregated cost savings of \$5,000 or more and would like to use those
1957 funds for items not budgeted in the original grant application, a formal written request (Budget
1958 Adjustment Request) with an accompanying documents and Board and Policy Committee approval,
1959 which includes signed statements from Subrecipient Board and Policy Committee Chairs along with
1960 Governing Body and Policy Committee minutes documenting each groups participation in the
1961 development of the budget changes being requested and its approval, must be submitted to the Grantee no
1962 later than March 31st, explaining the reasons for surplus funds, assuring surplus funds are not due to
1963 under-enrollment and the proposed reallocation of those funds (Attachment D, As Needed/Required). If
1964 acceptable to and approved by the Grantee and necessary, the Subrecipient's formal request will be
1965 forwarded to ACF by the Grantee within forty five (45) days of year-end for approval. The Subrecipient
1966 shall not proceed with the changes until written Grantee approval has been received.

1967
1968 ***Non-Federal Share***

1969 Subrecipient shall create or revise its Non-Federal Share Plan on an annual basis (Attachment D, Month
1970 of August). Subrecipient shall contribute the amount specified in Attachment B, attached hereto and
1971 incorporated herein by reference, as the local contribution to the Early Head Start Program as specified
1972 herein. If the federal share of the program cost is increased or decreased, the local contribution shall be
1973 adjusted accordingly and Attachment B shall be revised to reflect the changes. The valuation of local
1974 contributions and accounting therefore shall conform to the provisions of 45 CFR Part 75.306. The non-
1975 federal share shall not be required to exceed twenty percent (twenty (20%) of the total cost of the program
1976 (twenty-five (25%) of the federal share).

1977
1978 Subrecipient shall issue a standard schedule for valuation of volunteer services that is approved by the
1979 Policy Committee and its subsequent Finance Committees. Volunteer services reported as a non-federal
1980 match for the Early Start programs shall conform to the standard schedule based on the approved
1981 application for funding.

1982
1983 Subrecipients must accumulate and record the Non-Federal Share on a monthly basis and submit the status
1984 report and supporting documentation on a monthly basis to the OCHS. OCHS staff will review the
1985 Subrecipient's Non-Federal Share documentation during regularly scheduled on-site monitoring visits to
1986 the Subrecipient.

1987
1988 Should the grantee determine that the Subrecipient is unable to meet its Non-Federal Share
1989 requirement during any given program year, OCHS, at its discretion, may reduce the total amount of
1990 Federal Early Head Start funding originally awarded the Subrecipient.

1991
1992 Any such funding reduction(s) will be made only after all available remedies are exhausted and shall
1993 be enforced consistent with this Agreement.

1994
1995 ***Allowable Costs***

1996 Subrecipient is responsible for establishing and maintaining a system for determining the reasonable,
1997 allowable, allocable and necessary nature of costs in accordance with "Cost Principles for Nonprofit
1998 Organizations," 45 CFR 75, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and
1999 Audit Requirements for Federal Awards. Subrecipient shall only expend Early Head Start funds
2000 consistent with federal and state laws, the purposes identified in this Agreement, the approved grant
2001 application and Cost Allocation Plan and shall not transfer funds between budget categories without prior
2002 written approval from the Grantee.

2003

2004 **Agreement Provisions**
2005 All Agreements of Subrecipient shall include provisions as may be required by 45 CFR Part 75.335,
2006 and other applicable federal, California and local laws and administrative regulations.
2007

2008 **Copeland Act**
2009 Agreements in excess of One Hundred Thousand Dollars (\$100,000.00) for construction or repair
2010 shall include a provision for compliance with the Copeland Act (40 U.S.C. 276a to a -7), as
2011 supplemented by Department of Labor regulations (29 CFR Part 5). All suspected or reported
2012 violations shall be reported to Grantee by Subrecipient.
2013

2014 **Cost Allocation Study and Plan**
2015 Subrecipient is required to execute a formal Cost Allocation Study that identifies the time spent by
2016 Subrecipient staff working in Early Head Start and accuracy of costs allocated to the Early Head Start
2017 program. This study is a major component of the Grantee's funding award and must be completed the
2018 Subrecipient. The Cost Allocation Plan must be completed and submitted to the Grantee by August 31st
2019 of each program year. Grantee can and will provide methodology, technical assistance and other support
2020 to Subrecipient in meeting this requirement (Attachment D, Month of August).
2021

2022 **Quarterly Financial Projections**
2023 Subrecipient will provide OCHS with quarterly, year-to-date, financial projections, beginning with the
2024 quarter ending September 30th of each year and for each quarter of the grant year covered by this
2025 Agreement. This report will show Subrecipient's actual spending, YTD and a projection of the anticipated
2026 spending for the remaining months of the Agreement year. Subrecipient will identify specific areas where
2027 grant funds are projected to be spent by the Subrecipient (Attachment D, Months of October, January,
2028 April and June).

2029 Should financial projects submitted to the Grantee and to the agency's Board and Policy Committee
2030 differ, the Grantee will request a written explanation from the Subrecipient. This explanation must also
2031 be provided to the agency's Board and Policy Committee. Additionally, the report must be signed by the
2032 Subrecipient by Early Head Start Director, Board Chair/President and Policy Committee Chair prior to
2033 submitting it to OCHS.

2034 Should a Subrecipient's projections identify excess or surplus funds not needed for program operations,
2035 the Grantee reserves the right to reduce the Subrecipient funding. Written notification from the Grantee
2036 to the Subrecipient will outline the Grantee's proposed funding reduction and the reasons for the
2037 Grantee taking such action.
2038

2039 **Income Generation**
2040 Subrecipient shall timely report to Grantee the source and amount of any program income
2041 generated as a result of services, activities and/or disposition of equipment funded under this
2042 Agreement and shall abide by 45 CFR Part 75 regarding the use of such income. Subrecipient shall
2043 not expend Agreement related income unless or until authorized, in writing, by Grantee.
2044

2045 **Additional Funding**
2046 Within ten (10) days following the full execution of this Agreement, Subrecipient shall furnish a
2047 document certifying each of its present funding sources and amounts for the Early Head Start
2048

2049 Program. Subrecipient shall notify Grantee, in writing, within ten (10) days of receipt of any
2050 additional funding that materially affects the cost and/or quality of the Early Head Start program.
2051

2052 ***Reimbursements from Other Agencies***

2053 If Subrecipient is granted funds by other agencies for activities related to the Early Head program
2054 and/or for which costs are allocated between that program and the Early Head Start Program,
2055 including, but not limited to, State Food Reimbursement payments for nutrition activities, it shall
2056 make these accounting records available to Grantee for audit. If such funds supplant Early Head
2057 Start funds originally budgeted for the same purpose, Grantee, at its sole discretion, shall determine
2058 the disposition of any unobligated Early Head Start balance.
2059

2060 ***Agreements/Applications/Contracts***

2061 All applications, agreements or contracts including CACFP, that provide services, reimbursement, or
2062 funding to Early Head Start must be submitted to the Grantee at the onset of Agreement or in August of
2063 the program year (Attachment D, Month of August).
2064

2065 ***Right to Withhold***

2066 Grantee has the right to withhold payment to Subrecipient when, in the opinion of Grantee, expressed in
2067 writing to Subrecipient within seven (7) calendar days:

- 2068 a. Subrecipient's performance, in whole or in part, either has not been carried out, or is insufficiently
2069 documented; is incorrect; has errors, and/or
- 2070 b. Subrecipient has failed to sufficiently itemize or document its request(s) for payment.

2071
2072 In the event Grantee exercises its right to withhold for a particular line item, Subrecipient may resubmit
2073 its request(s) for payment, excluding the line item(s) referenced in Grantee's notice, until adequately
2074 resolved.
2075

2076 ***Records, Audit, Inspection***

2077 All records maintained by Subrecipient must follow 45 CFR, Part 75. Subrecipient shall establish such
2078 fiscal controls and fund accounting procedures as required by ACF and Grantee and shall meet the
2079 requirements of 45 CFR Part 75 for HHS awards, and 2 CFR Part 200, Uniform Administrative
2080 Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient shall maintain
2081 an adequate system of accounting in accordance with all applicable regulations and in accordance with
2082 generally accepted principles and procedures of the accounting profession so that a clear audit trail can be
2083 established which proves that the expenditure of funds under this Agreement is in accordance with the
2084 terms of this Agreement, and applicable federal and California regulations and circulars.
2085

2086 Subrecipient agrees to maintain a financial management system that provides for the following:

- 2087 a. the budgeting and expenditure of Early Head Start funds in conformance with sound financial
2088 management standards and applicable regulations related to Early Head Start funds;
- 2089 b. accurate, current and complete disclosure of the financial status of this Agreement;
- 2090 c. accounting records shall identify adequately the source and application of funds for Early Head
2091 Start supported and related activities including State Preschool and other related programs. These
2092 records shall contain information pertaining to funds allocated, authorizations, obligations,
2093 unobligated balances, assets, liabilities, income and expenditures;
- 2094 d. effective control over, and accountability for, all Early Head Start funds, real and personal
2095 property shall be maintained as defined in 45 CFR Part 75.302. Subrecipient shall adequately
2096 safeguard all such property and shall assure that it is used solely for authorized purposes.

- 2097 e. procedures prohibiting volunteers from handling grant funds or fiscally significant
- 2098 documents received from or submitted to Grantee;
- 2099 f. a comparison of actual expenditures with budgeted amounts and the relationship of specific
- 2100 performance and costs incurred;
- 2101 g. procedures for determining reasonableness, allowability and allocability of costs;
- 2102 h. accounting records that are supported by source documentation; and,
- 2103 i. a systematic method to assure timely and appropriate resolution of audit findings and
- 2104 recommendations.

2105
2106 Grantee reserves the right to review services, service levels and billing procedures as these impact

2107 charges against this Agreement.
2108
2109 These reports will be forwarded to the accounting department of OCHS, to the attention of the financial

2110 analyst, no later than thirty (30) days following the end of each calendar quarter.
2111 **27. PROCUREMENT**

2112 Procurement activities of Subrecipient conducted under this Agreement shall comply with all applicable

2113 federal and California procurement regulations, as well as other applicable federal, and California

2114 guidelines, procedures, and policies. Subrecipient must submit to Grantee a copy of the Agency's

2115 Procurement Manual with Board and Policy Committee approval (Attachment D, Month of August).
2116
2117 In addition, procurement transactions shall be conducted in a manner to provide, to the maximum

2118 extent possible, free and open competition. Subrecipient shall be alert to organizational conflicts of

2119 interest or noncompetitive practices among contractors which may restrict or eliminate competition

2120 or otherwise restrain trade. A contractor that develops or drafts specifications, requirements, a

2143 **Procurement Descriptions**
2144 Solicitations for goods and services shall be based upon clear and accurate descriptions of the technical
2145 requirements for the material, product or service to be procured. Such description shall not, in competitive
2146 procurements, contain features which unduly restrict competition. "Brand name or equal" descriptions
2147 may be used as a means to define the performance or other requirements of procurement, and when so
2148 used, the specific features of the name brand which must be met by the bidder/offeror shall be clearly
2149 specified.

2150
2151 **Use of Small, Minority and Women's Businesses**
2152 Subrecipient is encouraged to use small, minority and women owned businesses when procuring
2153 goods and services on behalf of the Early Head Start program.

2154
2155 **Selection of Agreement Type**
2156 The type of Agreement to be used to cover a particular procurement shall be determined by Subrecipient.
2157 Agreements shall be made only with responsible contractors who possess the ability to perform
2158 successfully under the terms and conditions of the agreement. Consideration shall be given to contractor's
2159 integrity, record of past performance, financial and technical resources, or accessibility to necessary
2160 resources.

2161
2162 **Sole Source Contracts - Prior Approval Required**
2163 Any proposed sole source contract must meet the applicable requirements for noncompetitive or sole
2164 source contracting. In addition, any proposed sole source contract in which the aggregate expenditure is
2165 expected to exceed One Hundred Thousand Dollars (\$100,000.00), shall be subject to prior approval of
2166 Grantee and the ACF Grant Officer. Contracts in excess of the applicable dollar amount, where only one
2167 entity submitted a proposal pursuant to an RFP, shall be considered sole source contracts and shall require
2168 the appropriate approvals. Requests for such approval shall be forwarded to the Grantee in writing at least
2169 thirty (30) days prior to the required contract date. Grantee may, in its sole discretion, reject the request or
2170 forward it to the ACF Grant Officer.

2171
2172 With prior written approval by OCHS, Subrecipients may purchase from sole source vendors. A
2173 request must be submitted to, and approved by, OCHS for any sole source purchase. Any such request
2174 must be sent to the OCHS Finance Analyst, Accounting Unit, at dareports@ochsinc.org.

2175
2176 Justifications for sole source shall include the following information:
2177
2178 • A statement to the effect that the requester has thoroughly researched the purchase and based
2179 upon that research, the vendor of the product/service is the only one from whom the
2180 product/service can be purchased, and
2181 • A detailed explanation of what the product/service is, its purpose, and what it is about the
2182 product/service that makes it unique.

2183
2184 Sole source purchases may not be for "brand names" of which other manufacturers have similar but
2185 not identical products. Bidding may not specify brand names to the exclusion of other vendors.

2186
2187 **Price/Cost Analysis**
2188 Subrecipient shall make a written price/cost analysis in connection with every procurement action. Price
2189 analysis may be made by comparing price quotations, market prices, etc. Cost analysis is the review and
2190 evaluation of costs to determine reasonableness, allowability and allocability.

2191 **Records and Files**
2192 Subrecipient shall maintain procurement records and files for purchases in excess of Ten Thousand
2193 Dollars (\$10,000.00) which shall include at least the following:
2194 a. documentation of procurement solicitation and responses for procurements exceeding Ten
2195 Thousand Dollars (\$10,000.00) shall be in writing;
2196 b. basis for contractor selection;
2197 c. justification for lack of competition when competitive bids or offers are not obtained; and,
2198 d. documentation of the basis for the award cost or price.

2199 **28. LIMITATION OF DEVELOPMENT AND ADMINISTRATIVE COSTS**
2200 In accordance with the provisions set forth in 45 CFR 1303.5 the costs of developing and administering
2201 an Early Head Start program shall not exceed fifteen percent (15%) of the total costs of the program.
2202 Costs in excess of the fifteen percent (15%) limitation may be disallowed at the discretion of the Grantee.
2203 The total cost of the Early Head Start program operated hereunder is the total of Subrecipient's allocation
2204 covered by the "Notice of Grant Award" and the non-federal share, including cash value of in-kind
2205 contributions, which are included in the approved budget for the current budget year. Subrecipient must
2206 record and report to their agency Governing Body and Policy Committee the amount of all program costs
2207 expended in these areas. The monthly financial report must include information relating to the
2208 Subrecipient's development and administration costs for the month and cumulative for the year-to- date.

2209 **29. INSURANCE AND BONDING REQUIREMENTS**
2210 Subrecipient shall obtain and keep in effect Student Accident, General Liability, Automobile Insurance,
2211 Worker's Compensation, Blanket Fidelity, Directors and Officers and property insurance covering
2212 Subrecipient's performance under this Agreement (Attachment D, Month of August). Consistent with 45
2213 CFR Part 75, if the Subrecipient lacks sufficient coverage to protect the federal government's interest, the
2214 Subrecipient must maintain adequate fidelity bond coverage.
2215
2216 Subrecipient insurance coverage shall be primary insurance to the Grantee, its Governing Body, the
2217 individuals thereof, and all officers, agents, employees, representatives, and volunteers.
2218
2219 Subrecipient is responsible for the settlement of all claims, which may arise out of the delegation of
2220 program operations hereunder. In order to protect Subrecipient from such claims, the following insurance
2221 requirements have been determined as adequate by the Grantee.
2222

2223 **Student Accident Insurance**
2224 Subrecipient must carry a sufficient policy that includes benefits for Subrecipient Early Head Start
2225 children covering medical, dental, dismemberment, and death benefits for accidents during program hours
2226 and the period immediately preceding and following program hours. It shall also cover official activities,
2227 such as field trips away from Subrecipient's premises and at times other than program hours.
2228

2229 **General Liability**
2230 The Subrecipient policy of insurance shall be primary in all cases and shall include, but not be limited to,
2231 comprehensive general liability, professional liability and/or incidental malpractice, with a combined
2232 single limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
2233

- 2281 a. Real property - for the full insurable replacement value against the hazards of fire special form
2282 coverage; vandalism and malicious mischief; and, other property related loss;
- 2283 b. Personal property - for the replacement cost value against the hazards of fire, burglary, theft,
2284 vandalism, and malicious mischief.

2285
2286 All insurance as specified herein shall be procured through a carrier satisfactory to the Grantee. The
2287 Grantee shall not unreasonably withhold its approval of the Subrecipient's choice of carrier if all
2288 requirements are being met.

2289
2290 Certificates of insurance and endorsements indicating specific hazards shall be on file with the Grantee
2291 finance and administration office within thirty (30) days of execution of this Agreement. Subrecipient
2292 shall give the Grantee notice by registered mail at least thirty (30) days in advance of any modification or
2293 cancellation of any policy of insurance.

2294
2295 ***Failure to Comply***

2296 In the event Subrecipient fails to perform in accordance with the indemnification and insurance
2297 requirements clauses of this Agreement, or otherwise breaches any other clause, the Grantee shall be
2298 entitled to recover legal fees, costs, and other expenses incident to securing performance or incurred as a
2299 consequence of non-performance.

2300
2301 ***Notification***

2302 Subrecipient shall immediately notify Grantee by phone and in writing of any and all incidents which
2303 result in a serious injury or death of an Early Head Start student, and the time, place, and circumstances
2304 thereof, including identification of witnesses, if known. A copy of the Department of Social Services
2305 "Unusual Incident/Injury Report (LIC 624)" shall be submitted by Subrecipient to the Grantee as soon as
2306 it is completed or no later than twenty four (24) hours after such incident, except in extraordinary
2307 circumstances in which case the report shall be submitted within forty eight (48) hours (Attachment D, As
2308 Needed/Required).

2309
2310 **30. WAGE COMPARIBILITY STUDY**

2311 In accordance with the "Improving Head Start for School Readiness Act of 2007", Section 653,
2312 Comparability of Wages, "Head Start and Early Head Start staff (persons employed in carrying out
2313 programs financed under this subchapter) shall not receive compensation at a rate which is:

- 2314 a) in excess of the average rate of compensation paid in the area where the program is
2315 carries out to a substantial number of persons providing substantially comparable
2316 services, or in excess of the average rate of compensation paid to a substantial number of
2317 the persons providing substantially comparable services in the area of the person's
2318 immediately preceding employment, whichever is higher, or
- 2319 b) less than the minimum wage rate prescribed in section 6(a)(1) of the Fair Labor
2320 Standards Act of 1938. The Secretary (of Health and Human Services) shall encourage
2321 Head Start agencies to provide compensation according to salary scales that are based on
2322 training and experience."

2323
2324
2325 OCHS will provide instructions as to the completion of a wage comparability study in accordance with
2326 directions from ACF. Currently, a wage comparability study must be completed no less than once
2327 every three (3) years and must be submitted to OCHS . As instructions are received from ACF, OCHS

2328 will forward any special directions and required forms, in order for the Subrecipient to complete the
2329 wage comparability study.

2330 **31. HOLD HARMLESS AND INDEMNIFICATION**

2331 Subrecipient agrees to and does hereby indemnify and hold harmless the Grantee, its officers, agents and
2332 employees from every claim or demand made, and every liability, loss, damage, or expense of any nature
2333 whatsoever, which may be incurred by reason of:

- 2334 a. Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of
2335 property, (3) any other loss, damage or expense sustained by Subrecipient or any person, firm or
2336 corporation employed by Subrecipient arising out of or relating to the work called for under this
2337 Agreement, except for liability resulting solely from the negligence or willful misconduct of the
2338 Grantee, its officers, agents, volunteers, direct employees or independent contractors of the
2339 Grantee; and
- 2340 b. Any injury to, or death of persons, or damage to property caused by any act, negligence, default or
2341 omission of Subrecipient or any person, firm or corporation employed by Subrecipient, either
2342 directly or by independent Agreement, including all damages due to loss or theft, sustained by any
2343 person, firm or corporation, including the Grantee, arising out of, or in any way connected with the
2344 work covered by this Agreement, whether such injury or damage occurs either on or off
2345 Subrecipient's premises, if the liability arose from negligent or willful misconduct of an officer,
2346 agent, volunteer, employee, or independent contractor, direct or indirect, of the Subrecipient.
- 2347 c. Subrecipient, at its own expense and risk, shall defend any legal proceeding which may be brought
2348 against the Grantee, its officers, agents or employees on any such claim or demand as set forth in
2349 Paragraphs a. and b. above of this subsection, and pay and satisfy any judgment that may be
2350 rendered against the Grantee and Subrecipient as it pertains to this subsection. The Grantee shall
2351 have counsel of its own choice in any such proceeding.

2352 **32. FINAL REPORT**

2353 All obligations incurred in the performance of this Agreement must be reported to the Grantee by August
2354 20th to be binding upon Grantee for reimbursement. Timely reporting of such obligations or debts shall be
2355 the sole responsibility of the Subrecipient. Subrecipient agrees to cooperate fully with Grantee to ensure
2356 that the program authorized in this Agreement is closed-out by August 20th. All unexpended funds shall
2357 revert to Grantee (Attachment D, Month of August).

2358 **33. EVIDENCE OF NON PROFIT STATUS**

2359 If Subrecipient is a nonprofit organization, proof of current non-profit status must be submitted to the
2360 Grantee concurrent with Subrecipient's execution of this Agreement (Attachment D, Month of August).
2361 Any change in such status shall be submitted by Subrecipient to the Grantee on or before the date the
2362 change is effective.

2363 **34. DAVIS-BACON ACT**

2364 In accordance with 45 CFR 1303.1 and Section 644 (g)(3) of the Act.

- 2365 a. Contracts that are in excess of two thousand dollars (\$2,000.00) for construction, alteration or
2366 repair (including painting and decorating)...funded directly by or assisted in whole or in part by
2367 and through the Federal government"
- 2368 b. Weekly certified payroll records must be submitted to the Federal Contracting Agency.

- 2369 c. Contractor must ensure compliance with all subcontractors, regardless of tier.
- 2370 d. Contractor must submit weekly copy of payrolls to the Grantee.
- 2371 e. Each payroll must be accompanied by a “Statement of Compliance”
- 2372 f. “Payroll for the payroll period contains the information required... [and] is correct and complete.”
- 2373 g. “Each laborer or mechanic ... has been paid the full weekly wages earned...”
- 2374 h. “Each laborer or mechanic has been paid not less than the applicable wage rates and fringe
- 2375 benefits...”

2376 **35. PRIOR APPROVALS REQUIRED**

2377 In addition to the items listed below, other changes to the approved work project require signed
 2378 statements from Subrecipient Board and Policy Committee Chairs along with Governing Body and Policy
 2379 Committee minutes documenting each group’s participation in the development and approval of the
 2380 application and must be provided to the Grantee. Written approval from the Grantee is also required prior
 2381 to purchasing or implementing any request. These include, but are not limited to, the following:
 2382

2383 ***Budget Changes***

- 2384 a. any Grantee supplement/change in funding for any amount, or any other reason the Subrecipient
- 2385 may receive an increase/decrease in funding from the Grantee;
- 2386 b. any budget revision that is:
 - 2387 i. an aggregated excess of five thousand dollars (\$5,000.00);
 - 2388 ii. for any costs relating to needed construction, renovation, equipment, and legal fees, not
 - 2389 previously approved in the current grant application, and/or
 - 2390 iii. the result of a general-purpose increase such as supplemental funding for COLA, Quality,
 - 2391 Program Improvement and Program Expansion.
- 2392 c. any budget revision request due to cost savings must be submitted to the Grantee no later than
- 2393 March 31st of the program year; (Attachment D, Month of March)
- 2394 d. any other program or funding changes the Grantee requires/requests the Subrecipient Governing
- 2395 Body and Policy Committee to be aware of so that their legal and fiduciary responsibilities can be
- 2396 fulfilled;
- 2397 e. items with a unit cost of Five Thousand Dollars (\$5,000.00) or more, not identified in the current
- 2398 approved budget;
- 2399 f. alterations and renovations to facilities exceeding Five Thousand Dollars (\$5,000.00) not
- 2400 identified in the current approved budget, including whole projects as opposed to disaggregating a
- 2401 project into smaller projects;
- 2402 g. revisions that affect the parent involvement funds.

2403

2404

2405 ***Program Changes***

- 2406 a. changes in Subrecipient’s executive director, finance director, Early Head Start director or
- 2407 equivalent, or other key persons specified in the application or award document (Attachment D,
- 2408 As Needed/Required);
- 2409 b. the absence for more than three (3) months or a twenty five percent (25%) reduction of time
- 2410 devoted to the project by the approved project director or program coordinator;
- 2411 c. changes in the location of licensed facilities;
- 2412 d. revision to approved program options, including changes in hours of operation and length of
- 2413 operating year, or an increase or decrease in the numbers of children served in any program
- 2414 option(s);

- 2415 e. changes in project scope or objectives. Changes in the scope or objectives that may result in a
- 2416 significant alteration of the approved program activities, change in the direction of the project, the
- 2417 types of services to be delivered, the number of beneficiaries to be served, or training to be
- 2418 provided;
- 2419 f. any request for budget and/or program changes.

2420

2421 ***Additional Prior Approvals Required***

2422 The following items require prior written approval by the Grantee, and ACF, if funds have not been

2423 allocated in the original approved budget for the current year.

- 2424 a. Agreements for any legal services;
- 2425 b. Any Agreements for which the aggregate expenditure is expected to exceed twenty-five thousand
- 2426 dollars (\$25,000);
- 2427 c. Any equipment purchase with a single item cost of \$5,000 or more;
- 2428 d. Fundraising or development activities (the process of gathering voluntary contributions of money
- 2429 or other resources, by requesting donations from individuals, businesses, charitable foundations, or
- 2430 governmental agencies);
- 2431 e. Any other approvals as required by the Grantee.

2432

2433 If received within the designated timeframes, the Grantee will review requests and will notify

2434 Subrecipient in writing of approval or non-approval within thirty (30) working days from the date of

2435 receipt of a request. Notification of non-approval shall include the reason the request was denied. If the

2436 request is still under consideration, the Grantee will notify Subrecipient in writing as to when to expect a

2437 decision. If ACF approval is required, the Subrecipient will be notified by the Grantee of ACF's decision

2438 within 30 days of the Grantee receiving notice.

2439

2440 ***Disallowances***

2441 Any action taken by Subrecipient before receiving required prior written approval from either OCHS or

2442 ACF, if applicable, is subject to disallowance.

2443 **36. FACILITIES**

2444 Subrecipient shall not open a new site, relocate or replace an existing site, or add or delete a class and/or

2445 classes, without (1) prior written approval of the Grantee and (2) only within the Subrecipient's assigned

2446 geographic service area. No class shall be operated in a facility which does not comply with such

2447 provisions or which has otherwise been found to be out of compliance by Grantee. No Early Head Start

2448 sites shall be opened and no Early Head Start funds shall be allocated or paid to Subrecipient that does

2449 not have in place, prior to the site opening and through the term of this Agreement, an appropriate license

2450 for the site issued by the State of California, Department of Social Services. Subrecipient shall provide

2451 Grantee with a copy of current licenses issued by the California Department of Social Services for each

2452 Early Head Start site it operates, prior to performing any Early Head Start or services at said site(s). All

2453 facilities must also be in compliance with 45 CFR 1302. Grantee will not fund a Subrecipient for an

2454 unlicensed facility. Subrecipient must submit a Center Profile to the Grantee prior to the program year

2455 beginning and again with the grant application in February for the upcoming program year (Attachment

2456 D, August and February).

2457

2458 Subrecipient must submit to the grantee a Department of Social Services License for each center serving

2459 Early Head Start Children (Attachment D, Month of August). If, at any time during the term of this

2460 Agreement, Subrecipient has any such license revoked, suspended or modified, or if Subrecipient in any

2461 other manner loses the clearance or license, Subrecipient shall give written notice to Grantee within one
2462 (1) business day of any such event. In such an event, Grantee may request corrective action and/or initiate
2463 suspension or termination of this Agreement. If one of Subrecipient's facilities has been the subject of a
2464 timed and dated order to comply, Subrecipient shall comply by the required date and time or shall cease
2465 operations at that facility as of that date. Grantee reserves the right to request Subrecipient to cease
2466 program operations at an earlier date if Grantee considers the violation to endanger safety of staff and/or
2467 participants. Subrecipient shall submit a copy of all such orders to comply within one (1) business day
2468 after receipt of same: Subrecipient shall promptly notify Grantee of all actions taken by licensing
2469 authorities or county, city, fire, or health officials.

2471 Subrecipient must immediately begin corrective action to bring the building into compliance and an
2472 alternative plan for serving children must be approved by the Grantee. Requests to purchase, construct or
2473 implement major renovations to an Early Head Start facility must be made to the Grantee and follow all
2474 requirements for Early Head Start Facilities Purchases.

2475
2476 ***Alteration or Renovation of Facilities***

2477 Alteration and/or renovation of facilities is allowable under this Agreement if such alteration and/or
2478 renovation have received prior written approval of Grantee in the annual budget. Approval for renovation
2479 of facilities leased by Subrecipient shall require Subrecipient to share the relevant terms and conditions
2480 governing Subrecipient's use of such facilities, including but not limited to the length of lease term,
2481 permitted uses and any restrictions prohibiting specific types of alterations or renovations. If such
2482 approval was not granted in the annual budget and cost exceeds \$5,000.00, Subrecipient shall obtain the
2483 prior written approval of Grantee. Alteration and/or renovation of facilities is considered to be work
2484 required to change the interior arrangements or other physical characteristics of an existing facility or
2485 installed equipment so that it may be more effectively utilized for the Early Head Start Program.
2486 Alteration and/or renovation may include work referred to as improvements, conversion, rehabilitation,
2487 remodeling, or modernization. Costs incurred for the following types of alteration and/or renovation are
2488 allowable:

- 2489 a. Changes to the physical characteristics of space, such as interior dimensions, surfaces,
2490 furnishings and finishes;
- 2491 b. Changes to the internal environment, such as modifications to the heating and ventilation
2492 systems;
- 2493 c. Installation or modification of utility services in a structure otherwise suitable for occupancy
2494 of Early Head Start staff or students;
- 2495 d. Modification of unfinished shell space to make it suitable for the operation of an Early Head
2496 Start Program.

2497
2498 Such alteration and/or renovation costs may, with prior written approval of Grantee, be charged to the
2499 Early Head Start Program provided that:

- 2500 a. The building structure has a useful life consistent with project purposes and is architecturally
2501 and structurally suitable for conversion to the type of space required;
- 2502 b. The alteration and/or renovation are essential and no other suitable space is available within
2503 the area;
- 2504 c. Where space is rented, Subrecipient shall secure a lease for a minimum of five (5) years or
2505 longer as required by ACF, unless ACF waives this requirement.
- 2506 d. The costs incurred are consistent with the prior approval requirements, other provisions of the
2507 laws and regulations relating to the Early Head Start Program and the HHS Grants Policy
2508

- 2509 Directives;
- 2510 e. If Early Head Start funds in excess of Ten Thousand Dollars (\$10,000.00) are used for all or
- 2511 part of the alterations and/or renovations carried out hereunder, Subrecipient shall require that
- 2512 the Contractor certify compliance with the Equal Employment Opportunity provisions of
- 2513 Executive Order 11246; and,
- 2514 f. If Early Head Start funds in excess of Two Thousand Dollars (\$2,000.00) are used for all or
- 2515 part of the alterations and/or renovations carried out hereunder, Subrecipient shall require that
- 2516 hired contractors comply with all applicable parts of the Davis-Bacon Act (40 U.S.C. § 276a,
- 2517 as amended), which includes the requirement to ensure that (i) all laborers and mechanics
- 2518 employed be paid wages at not less than those prevailing on similar construction projects; and
- 2519 (ii) the correct scale of wages to be paid be posted in a prominent and easily accessible
- 2520 location at the HHS funded worksite. Alteration and/or renovation costs shall be limited to the
- 2521 costs of modifying existing space and utilities within a completed structure. New construction
- 2522 is not allowable. Subrecipient's Agreements for alteration and/or renovation, as defined in this
- 2523 Section, shall meet the requirements of 45 CFR Part 75.334 "Bonding Requirements."
- 2524

2525 Lease Agreements paid in part, in full, or using non-federal match must be submitted to the Grantee

2526 annually, and as revised (Attachment D, Month of August).

2527

2528 ***Title to Relocatable Buildings***

2529

2530 Title to relocatable buildings purchased with Early Head Start funds for use in the Early Head Start

2531 program vests in Grantee. Without prior written authorization from Grantee, no Early Head Start

2532 relocatable building shall be used for purposes other than the Early Head Start Program. All Early Head

2533 Start buildings shall be identified at the main entrance with a sign that reads:

2534

2535 **(NAME OF CENTER)**

2536 **(SUBRECIPIENT NAME)**

2537 **FUNDED BY: Orange County Head Start, Inc.**

2538 **HEAD START/EARLY PROGRAM OF ORANGE COUNTY**

2539

2540

2541 ***Additional Requirements***

2542

2543 A notice must be posted at each Subrecipient Early Head Start facility indicating Orange County Head

2544 Start, Inc. as the Grantee and funder of the Subrecipient's program.

2545

2546 Subrecipient must include Incidental Medical Services (IMS) in their facility Plan of Operation at each

2547 center as per licensing regulation, Title 22 Sections 101173 and 101226 (Attachment D, Month of

2548 August).

2549

2550 Subrecipient must comply with the Healthy Schools Act (HAS) in establishing an Integrated Pest

2551 Management Plan, including the new HAS training requirement effective July 1, 2016 (Attachment D,

2552 Month of August).

2553

2554

2555 **37. NOTICE OF FEDERAL INTEREST**

2556 The Federal reference for the posting or registering a “Notice of Federal Interest” is located in 45 CFR
2557 Part 1309. A sample “Notice of Federal Interest” is attached in the “Forms, Documents and Exhibits
2558 Section” at the end of this manual.

2559 In general, a “Notice of Federal Interest” is required to either be posted or registered with the Orange
2560 County’s Registrar’s Office for any facility construction, purchase or major renovation project that
2561 involves Federal funding.

- 2562 • If the Subrecipient owns the land on which the facility is located, the Grantee will post a “Notice of
2563 Federal Interest” with the Orange County Registrar’s Office in its name.
- 2564 • If the Subrecipient does not own the land on which the facility is located, the Subrecipient must post a
2565 “Notice of Federal Interest” in the facility. The posting should be in a conspicuous place where all
2566 interested parties may view the posting.
- 2567 • If the Subrecipient leases a facility where major renovation (\$200,000 or more) occurs, the “Notice of
2568 Federal Interest” must be included in the facility lease and agreed to by the building owner.

2569 The Grantee will work with the Subrecipient to ensure the appropriate “Notice of Federal Interest” is
2570 either posted or registered for each facility as well as with any facility lease requirements. The
2571 Subrecipient should never move forward with the posting or registering of any Federal Notice until
2572 discussing the requirements with the Grantee. In most cases, the Grantee will prepare the required
2573 Federal Notice and provide copies of the Notice to the Subrecipient.

2574 Notices must be posted within each facility in a conspicuous place in the front office area. The Notice
2575 should not be posted on any parent involvement bulletin board or where the public would not normally
2576 find the Notice.

2577 ***Removal of a “Notice of Federal Interest”***

2578 Should a Subrecipient determine that a facility, purchased with funds from the Head Start or Early Head
2579 Start program, is no longer needed by the program, is no longer safe for use as a program facility, or the
2580 agency cannot lease a facility with major renovations paid for with Federal funds; the Subrecipient must
2581 notify OCHS as soon as it is responsibly prudent to do. The Grantee will discuss the request with the
2582 Subrecipient and prepare a written request to remove the “Notice of Federal Interest” and submit that
2583 request, via appropriate OCHS channels, to the Administration for Children and Families (ACF). The
2584 “Certificate and Affidavit of Satisfaction -- Notice of Federal Interest” will be submitted to ACF and no
2585 action may be taken by the Subrecipient until ACF returns the signed and dated “certificate”.

2586 Should ACF request additional information from OCHS, the Subrecipient may be requested to
2587 provide the needed information to OCHS for forwarding to ACF. Upon receipt of ACF’s decision,
2588 OCHS will notify, in writing, the Subrecipient of ACF’s decision.

2597 **38. PERSONNEL AND GENERAL ADMINISTRATION**

2598 Subrecipient must establish written personnel policies and procedures that are approved by the governing
2599 body and Policy Committee and that are available to all staff (Attachment D, Month of August). The
2600 policies and procedures and Board and Policy Committee approvals shall be sent to the Grantee.
2601 Subrecipient is advised that the Grantee must approve or disapprove the process used to employ the

2602 following positions, if funding from Head Start or Early Head Start is used to pay for the position in
2603 whole or part, either from direct or indirect funds: Executive Director, Early Head Start Director,
2604 Director of Human Resources, Chief Fiscal Officer, and any other person in an equivalent position with
2605 the Subrecipient (Attachment D, As Needed/Required).

2606 **39. CODE OF CONDUCT**

2607 Subrecipient shall maintain a code or standard of conduct that governs the performance of its
2608 officers, employees or agents in the award and administration of contracts, and provides for
2609 appropriate disciplinary actions for noncompliance. The standards shall include, but not be limited
2610 to, prohibition against soliciting or accepting gratuities, favors or anything of monetary value from
2611 Contractors or potential Contractors.

2612
2613 *Communication with Dual Language Learners and Their Families*

2614 Subrecipient must ensure staff and program consultants or contractors are familiar with the ethnic
2615 backgrounds and heritages of families in the program and are able to serve and effectively communicate,
2616 either directly or through interpretation and translation, with children who are dual language learners and
2617 to the extent feasible, with families with limited English proficiency. In addition, if a majority of children
2618 in a class or home-based program speak the same language, at least one class staff member or home
2619 visitor must speak such language.

2620
2621 *Conflict of Interest*

2622 No employee, officer or agent of Subrecipient shall participate in the selection, award or
2623 administration of a contract if any of the following has a material financial interest in the contract:

- 2624 a. The employee or a member of his /her immediate family;
- 2625 b. His/her partner;
- 2626 c. An organization in which any of the above is an officer, agent or employee; or
- 2627 d. A person or organization with which any of the above individuals has any arrangement
2628 concerning prospective employment or compensation.
 - 2629 i. Neither an officer, director, executive, or employee of Subrecipient, nor an elected
2630 official in the area shall solicit or accept money or any other consideration from a
2631 third person for the performance of an act reimbursed in whole or in part by Grantee
2632 or Subrecipient. Supplies, materials, equipment or services purchased with
2633 Agreement funds shall be used solely for purposes allowed under this Agreement.
 - 2634 ii. Subrecipient shall avoid organizational conflict of interest, and its officers,
2635 directors, executives and employees shall avoid financial and personal conflict of
2636 interest, potential for conflict of interest and appearance of conflict of interest in the
2637 performance of this Agreement, in awarding financial assistance and in the conduct of
2638 procurement activities involving funds provided under this Agreement.
 - 2639 iii. Subrecipient shall establish safeguards to prohibit employees or officers from using their
2640 positions for a purpose which could result in private gain, or gives the appearance of
2641 being motivated for private gain for themselves or others, particularly those with whom
2642 they have family, business or other ties.

2643
2644 Subrecipient shall abide by all applicable federal and California laws and regulations regarding conflict of
2645 interest.

2646 **40. CONFIDENTIALITY**

2647 Subrecipient must establish procedures to protect the confidentiality of any Personally Identifiable
2648 Information (PII) in child records. All services performed by Subrecipient hereunder and each and all of
2649 the reports and items of data and information given to, prepared by, or assembled with the assistance of
2650 Subrecipient under the terms of this Agreement are confidential and shall not be made available to any
2651 individual or organization, except for the U.S. Department of Health and Human Services and Grantee, by
2652 Subrecipient without prior written approval of Grantee, except as required by law or court order.
2653 Subrecipient shall also abide by all applicable laws, and regulations, regarding the release of participant
2654 identities and information.

- 2655 a. If Subrecipient is an Educational Agency or institution that receives funds under a program admin-
2656 istered by the Department of Education and therefore is subject to the confidentiality provisions
2657 under the Family Educational Rights and Privacy Act (FERPA), then it must comply with those
2658 confidentiality provisions of FERPA instead of the provisions in this subpart.
- 2659 b. If Subrecipient serves a child who is referred to, or found eligible for services under, IDEA, then
2660 Subrecipient must comply with the applicable confidentiality provisions in Part B or Part C of
2661 IDEA to protect the PII in records of those children, and, therefore, the provisions in this subpart
2662 do not apply to those children.

2663 **41. DISCLOSURES WITH, AND WITHOUT, PARENTAL CONSENT**

2664 *Disclosures with Parental Consent*

- 2665 a. Subrecipient procedures to protect PII must require Subrecipient obtain a parent’s written consent
2666 before the program may disclose such PII from child records.
- 2667 b. Subrecipient procedures to protect PII must require Subrecipient to ensure the parent’s written
2668 consent specifies what child records may be disclosed, explains why the records will be disclosed,
2669 and identifies the party or class of parties to whom the records may be disclosed. The written
2670 consent must be signed and dated.
- 2671 c. “Signed and dated written consent” under this part may include a record and signature in
2672 electronic form that:
 - 2673 i. Identifies and authenticates a particular person as the source of the electronic consent; and,
 - 2674 ii. Indicates such person's approval of the information.
- 2675 d. Subrecipient must explain to the parent that the granting of consent is voluntary on the part of the
2676 parent and may be revoked at any time. If a parent revokes consent, that revocation is not
2677 retroactive and therefore it does not apply to an action that occurred before the consent was
2678 revoked.

2680 *Disclosure without parental consent but with parental notice and opportunity to refuse*

2681 The procedures to protect PII must allow Subrecipient to disclose such PII from child records without
2682 parental consent if the program notifies the parent about the disclosure, provides the parent, upon the
2683 parent’s request, a copy of the PII from child records to be disclosed in advance, and gives the parent an
2684 opportunity to challenge and refuse disclosure of the information in the records, before the program
2685 forwards the records to officials at a program, school, or school district in which the child seeks or intends
2686 to enroll or where the child is already enrolled so long as the disclosure is related to the child's enrollment
2687 or transfer.
2688
2689
2690

2691 ***Disclosure without parental consent***

2692 The procedures to protect PII must allow the program to disclose such PII from child records without
2693 parental consent to:

- 2694 a. Officials within the program or acting for the program, such as contractors and Subrecipients, if
2695 the official provides services for which the program would otherwise use employees, the program
2696 determines it is necessary for Early Start services, and the program maintains oversight with
2697 respect to the use, further disclosure, and maintenance of child records, such as through a written
2698 agreement;
- 2699 b. Officials within the program, acting for the program, or from a federal or state entity, in
2700 connection with an audit or evaluation of education or child development programs, or for
2701 enforcement of or compliance with federal legal requirements of the program; provided the
2702 program maintains oversight with respect to the use, further disclosure, and maintenance of child
2703 records, such as through a written agreement, including the destruction of the PII when no longer
2704 needed for the purpose of the disclosure, except when the disclosure is specifically authorized by
2705 federal law or by the responsible HHS official;
- 2706 c. Officials within the program, acting for the program, or from a federal or state entity, to conduct a
2707 study to improve child and family outcomes, including improving the quality of programs, for, or
2708 on behalf of, the program, provided the program maintains oversight with respect to the use,
2709 further disclosure, and maintenance of child records, such as through a written agreement,
2710 including the destruction of the PII when no longer needed for the purpose of the disclosure;
- 2711 d. Appropriate parties in order to address a disaster, health or safety emergency during the period of
2712 the emergency, or a serious health and safety risk such as a serious food allergy, if the program
2713 determines that disclosing the PII from child records is necessary to protect the health or safety of
2714 children or other persons;
- 2715 e. Comply with a judicial order or lawfully issued subpoena, provided the program makes a
2716 reasonable effort to notify the parent about all such subpoenas and court orders in advance of the
2717 compliance therewith, unless:
 - 2718 i. A court has ordered that neither the subpoena, its contents, nor the information provided in
2719 response be disclosed;
 - 2720 ii. The disclosure is in compliance with an ex parte court order obtained by the United States
2721 Attorney General (or designee not lower than an Assistant Attorney General) concerning
2722 investigations or prosecutions of an offense listed in 18 U.S.C. 2332b(g)(5)(B) or an act of
2723 domestic or international terrorism as defined in 18 U.S.C. 2331.
 - 2724 iii. A parent is a party to a court proceeding directly involving child abuse and neglect (as
2725 defined in Section 3 of the Child Abuse Prevention and Treatment Act (42 U.S.C. 5101))
2726 or dependency matters, and the order is issued in the context of that proceeding, additional
2727 notice to the parent by the program is not required; or,
 - 2728 iv. A program initiates legal action against a parent or a parent initiates legal action against a
2729 program, then a program may disclose to the court, also without a court order or subpoena,
2730 the child records relevant for the program to act as plaintiff or defendant.
- 2731 f. The Secretary of Agriculture or an authorized representative from the Food and Nutrition Service
2732 to conduct program monitoring, evaluations, and performance measurements for the Child and
2733 Adult Care Food Program under the Richard B. Russell National School Lunch Act or the Child
2734 Nutrition Act of 1966, if the results will be reported in an aggregate form that does not identify
2735 any individual: provided, that any data collected must be protected in a manner that will not permit
2736 the personal identification of students and their parents by other than the authorized
2737 representatives of the Secretary of Agriculture and any PII must be destroyed when the data are no
2738 longer needed for program monitoring, evaluations, and performance measurements;

- 2739 g. A caseworker or other representative from a state, local, or tribal child welfare Agency, who has
- 2740 the right to access a case plan for a child who is in foster care placement, when such Agency is
- 2741 legally responsible for the child's care and protection, under state or tribal law, if the Agency agrees
- 2742 in writing to protect PII, to use information from the child's case plan for specific purposes intended of
- 2743 addressing the child's needs, and to destroy information that is no longer needed for those purposes;
- 2744 and,
- 2745 h. Appropriate parties in order to address suspected or known child maltreatment and is consistent with
- 2746 applicable federal, state, local, and tribal laws on reporting child abuse and neglect.

2747
2748 **Written Agreements**

2749 When Subrecipient establishes a written agreement with a third party, the procedures to protect such PII
2750 must require the Subrecipient to annually review and, if necessary, update the agreement. If the third party
2751 violates the agreement, then the program may:

- 2752 a. Provide the third party an opportunity to self-correct; or,
- 2753 b. Prohibit the third party from access to records for a set period of time as established by the
- 2754 program's Governing Body and Policy Committee.

2755
2756 **Annual notice**

2757 The procedures to protect PII must require the program to annually notify parents of their rights in writing
2758 described in this subpart and applicable definitions in 45CFR Part 1305, and include in that notice a
2759 description of the types of PII that may be disclosed, to whom the PII may be disclosed, and what may
2760 constitute a necessary reason for the disclosure without parental consent as described.

2761
2762 **Limit on disclosing PII**

2763 A program must only disclose the information that is deemed necessary for the purpose of the disclosure.

2764 **42. PARENTAL RIGHTS**

2765 **Inspect records**

- 2766 a. A parent has the right to inspect child records.
- 2767 b. If the parent requests to inspect child records, the program must make the child records available
- 2768 within a reasonable time, but no more than 45 days after receipt of request.
- 2769 c. If a program maintains child records that contain information on more than one child, the program
- 2770 must ensure the parent only inspects information that pertains to the parent's child.
- 2771 d. The program shall not destroy a child record with an outstanding request to inspect and review the
- 2772 record under this section.

2773 **Amend record**

- 2774 a. A parent has the right to ask the program to amend information in the child record that the parent
- 2775 believes is inaccurate, misleading, or violates the child's privacy.
- 2776 b. The program must consider the parent's request and, if the request is denied, render a written
- 2777 decision to the parent within a reasonable time that informs the parent of the right to a hearing.

2778
2779 **Hearing**

- 2780 a. If the parent requests a hearing to challenge information in the child record, the program must
- 2781 schedule a hearing within a reasonable time, notify the parent, in advance, about the hearing, and
- 2782 ensure the person who conducts the hearing does not have a direct interest in its outcome.

2783 b. The program must ensure the hearing affords the parent a full and fair opportunity to present
2784 evidence relevant to the issues.

2785 **43. NEPOTISM**

2786 No member of the immediate family of any officer, director, executive or employee of Subrecipient or
2787 Grantee shall receive favorable treatment for enrollment in services provided by, or employment with,
2788 Subrecipient. In addition, neither Subrecipient, nor any of the Subrecipient's contractors, hire, or
2789 cause or allow to be hired, a person into an administrative capacity or staff position funded under
2790 this Agreement, if a member of that person's immediate family is employed in an administrative
2791 capacity for Grantee, Subrecipient, or any employment Agreement or of Subrecipient. However,
2792 where an applicable federal, California or local statute regarding nepotism exists which is more
2793 restrictive than this provision, Subrecipient and Subrecipient's contractors shall follow the federal,
2794 California or local statute in lieu of this provision.

- 2795 a. The term "member of the immediate family" includes: wife, husband, son, daughter, mother,
2796 father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-
2797 law, mother-in-law, grandfather, grandmother, aunt, uncle, niece, nephew, step-parent, and
2798 step-child.
- 2799 b. The term "administrative capacity" refers to positions involving overall administrative
2800 responsibility for the Early Head Start program, including members of Grantee 's Governing
2801 Body and any of its affiliated Boards or Councils and members of the Governing Body or
2802 board of directors of Subrecipient, as well as other individuals who have influence or control
2803 over the administration of the program, such as the program director and deputy director, and
2804 persons who have selection, hiring, or supervisory responsibilities.

2805 **44. PROPERTY MANAGEMENT AND EQUIPMENT**

2806 Subrecipient shall establish, implement, and maintain a property management system that meets the
2807 requirements of 45 CFR 75. Disposition or transfer of property purchased with Early Head Start funds
2808 shall be determined by the Grantee when such equipment is no longer needed for Early Head Start
2809 purposes or a program supported by other federal grants or activities not federally assisted that have
2810 purposes similar to Early Head Start. Such determination shall be in accordance with the provisions of 45
2811 CFR 75 and must be approved by the Grantee.

2812
2813 Subrecipient must take a physical inventory at least annually with updates as needed. In addition to the
2814 asset listing, the inventory report must include: (1) the date of the physical inventory, and (2) the name
2815 and signatures of employees who performed the inventory. This report shall be maintained by
2816 Subrecipient and used to confirm the Subrecipient's physical asset listing, which is to be submitted to the
2817 Grantee annually or when changes occur.

2818
2819 The property management system for inventory control must include the following elements, as a
2820 minimum:

- 2821
- 2822 • Description of the property
 - 2823 • Serial Number or other identification number
 - 2824 • Source of the property (includes vendor information as well as the grant award authorizing the
2825 purchase of the property)
 - 2826 • Who holds title (Federal, State, Grantee, Subrecipient)

- 2827 • Acquisition date
- 2828 • Cost of the property
- 2829 • Percentage of Federal participation in the cost of the property
- 2830 • Location (specific information for locating property in multi-room facility; i.e., room or suite number, cubicle identifier, etc.)
- 2831
- 2832 • Use and condition of the property (this should be the overall condition for use of the property within the program and identification may be that used to determine “market” value such as the “Blue Book” for vehicles)
- 2833
- 2834
- 2835 • Ultimate disposition data including the date of disposal and sale price of the property.
- 2836

2837 Subrecipients must retain all documentation associated with the purchase of real property and
 2838 equipment for a minimum of five (5) years after the disposal of the property or equipment.
 2839

2840 Property and equipment purchased, in whole or in part with Federal funds, does not lose its Federal
 2841 identity. Although property and equipment may vest with the Subrecipient, it is held in trust by the
 2842 agency until use by the Early Head Start program is no longer needed. Subrecipient shall request
 2843 disposal instructions on any property or equipment that is no longer used or needed by Early Head Start
 2844 from OCHS. A Budget Adjustment Request form must be used to request disposition instructions. This
 2845 request must be submitted to the dareports@ochsinc.org and to the OCHS Executive Director.
 2846

2847 Property or equipment that is planned for “trade-in” to purchase new property or equipment must be
 2848 identified in the request and the trade-in or salvage value listed in the total costs. Any portion of the
 2849 trade-in or salvage value not used to purchase replacement property or equipment must also be identified
 2850 as to how those funds will be used in the Early Head Start program or returned to the Grantee.

2851 **45. RECORD RETENTION AND ACCESS REQUIREMENTS FOR RECORDS**

2852 Subrecipient shall retain all Early Head Start administrative, financial and programmatic records and all
 2853 supporting documents, statistical records and other records of contractors and sub-contractors, for a
 2854 period of five (5) years or as directed by OCHS to ensure resolution of audits and access to documents
 2855 that may be needed for resolution of legal claims. Specific instructions will be provided by OCHS in the
 2856 event close out of this Subrecipient Agreement is required. The following is further clarification of
 2857 OCHS’s records retention requirements:

- 2858
- 2859 1. If any litigation, claim, negotiation, audit, or other action involving the records has been started
 2860 before the expiration of the five (5) year period, the records shall be retained until
 2861 completion of the action and resolution of all issues that arise from it;
 2862
- 2863 2. If records are transferred to OCHS upon the determination that-the records will be continuously
 2864 needed for joint use of OCHS and the Subrecipient, the five (5) year retention requirement is not
 2865 applicable;
 2866
- 2867 3. The retention period for equipment records begins on the date of the equipment’s disposition,
 2868 replacement, or transfer; and
 2869
- 2870 4. The retention period for all facility acquisitions and capitalized facility equipment is for the life
 2871 of the facility plus five years beyond the sale or transfer of the facility and the provisions of #1
 2872 above.

2873
2874 Subrecipient shall have a written record retention policy that ensures the safeguarding of all required
2875 records and documentation as required by Federal and State laws, rules and regulation by following the
2876 OCHS Record Retention SAPPF regarding the retention of records and the time periods specified for
2877 retention and destruction of records. A copy of the SAPPF can be found at the OCHS website:
2878 www.ochsinc.org.

2879
2880 ***Access to Records***

2881 Subrecipient, upon notice, shall make available to OCHS, HHS and the Comptroller General, or any of
2882 their duly authorized representatives, such books, records, reports, documents, data, and papers as they
2883 deem necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such
2884 records, reports, books, documents, data, and papers are retained. This right also includes timely and
2885 reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such
2886 documents. It is expressly understood that evidence of Subrecipient's refusal to comply with these
2887 provisions shall constitute a breach of Agreement.

2888 **46. PROHIBITION AGAINST USE OF EARLY HEAD START FUNDS TO INFLUENCE**
2889 **LEGISLATION OR APPROPRIATIONS**

2890 No part of any funds under this Agreement shall be used to pay the salary or expenses of any contractor,
2891 or agent acting for the Subrecipient or the Subrecipient's Board, staff, or other representative to engage in
2892 any activity designed to influence legislation or appropriation pending before the Congress, or for the
2893 election of, or defeat of, any governmental official or candidate at any local, county, state, or federal level.

2894 **47. PATENTS**

2895 Any discovery, invention, or intellectual property arising out of, or developed in the course of work aided
2896 by this Agreement, shall be properly and fully reported to the Grantee for determination by the Grantee
2897 and ACF/DHHS as to whether the patent protection on such discovery, invention or intellectual property
2898 should be sought and how the rights in the discovery, invention or intellectual property, including any
2899 patent issued thereon, shall be disposed of and administered in order to protect the public interest.

2900 **48. PRESS RELEASES**

2901 In all communications with the press, television, radio or any other means of communicating with the
2902 general public, Subrecipient shall make specific reference to the Grantee as the sponsoring Agency and to
2903 the Administration for Children and Families, Department of Health and Human Services.

2904 **49. COPYRIGHTS**

2905 Should the performance of this Agreement result in a book or other copyrightable material, the author is
2906 free to copyright the work, but the Grantee and ACF/DHHS reserve a royalty-free, non-exclusive and
2907 irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted
2908 material and all material which can be copyrighted. Subrecipient shall provide the Grantee with a notice
2909 of such copyrights.

2910 **50. COMPLIANCE WITH CIVIL RIGHTS LAWS**

2911 Subrecipient shall comply with the applicable provisions of the California Fair Employment and Housing
2912 Act and Title VI of the Civil Rights Act of 1964 which provides that no person in the United States shall,
2913 on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits
2914 of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
2915 DHHS regulations implementing this requirement are published in 45 CFR Part 80.

2916 **51. COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT AND AMERICANS**
2917 **WITH DISABILITIES**

2918 Subrecipient shall comply with Section 504 of the Rehabilitation Act of 1973 which provides that no
2919 otherwise qualified disabled individual in the United States shall, solely by reason of the disability, be
2920 excluded from participation in, be denied the benefit of, or be subjected to discrimination under any
2921 programs or activity receiving federal financial assistance. The DHHS regulation implementing this
2922 requirement is published in 45 CFR Part 84.

2923
2924 Subrecipient shall comply with the Americans with Disabilities Act, as amended, which protects qualified
2925 applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job
2926 training, fringe benefits, classification, referral, and other aspects of employment on the basis of
2927 disability. The law also requires that covered entities provide qualified applicants and employees with
2928 disabilities with reasonable accommodations that do not impose undue hardship.

2929 **52. SEVERABILITY OF PROVISIONS**

2930 If any part, term, or provision of this Agreement is in conflict with any law of a federal, state, or local
2931 government having jurisdiction over this Agreement, the validity of the remaining portions or provisions
2932 shall not be affected thereby.

2933 **53. REQUESTING TRAINING AND/OR TECHNICAL ASSISTANCE FROM GRANTEE**

2934 One of the functions of the Grantee is to provide training and technical assistance, as required, to its
2935 Subrecipient agencies. A Subrecipient agency requesting training or technical assistance must submit a
2936 "Request for Training or Technical Assistance" form to the Executive Director at the Grantee.
2937 Subrecipients may be required to have appropriate staff attend any offered pre-service and in- service
2938 training provided by the Grantee. In addition, T&TA funds will be allocated to each Subrecipient agency
2939 for individualized training for staff as the Subrecipient agency deems necessary upon submission of an
2940 approved T&TA plan. Funds will be disbursed upon submittal of a request for payment only after the
2941 T&TA plan has been submitted and approved by the Grantee.

2942 **54. ENTIRE AGREEMENT**

2943 This Agreement constitutes the entire agreement between the parties hereto for services furnished
2944 pursuant to this Agreement and no oral understanding not incorporated herein shall be binding on any of
2945 the Parties hereto. Except as otherwise provided in this Agreement, this Agreement may be modified,
2946 altered, or revised only on the written consent of both Parties hereto. The Parties acknowledge this
2947 Agreement is subject to any additional restrictions, limitations, policies or conditions enacted, by the
2948 federal or California (CA) government, any applicable local government or law or regulation enacted by
2949 the federal or CA government or any applicable local government which may affect the provisions, terms
2950 or funding of this Agreement, and Grantee may unilaterally amend this Agreement solely in this regard.

2951 **55. INTERPRETATION**
2952 This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for
2953 or against any of the parties.

2954 **56. APPLICABLE LAW**
2955 This Agreement shall be interpreted and enforced under California law. Any arbitration between the
2956 parties concerning this Agreement and its terms and conditions shall be initiated in the County of Orange,
2957 State of California.

2958 **57. AGREEMENT AMENDMENTS**
2959 Grantee expressly reserves the right to amend this Agreement in order to be in compliance with all
2960 federal, state, and/or local regulations.

2961 **58. CHILD RECORDS**
2962 Subrecipient must maintain child records in a manner that ensures only parents, and officials within the
2963 program or acting on behalf of the program have access, and such records must be destroyed within a
2964 reasonable timeframe after such records are no longer needed or required to be maintained.

2965
2966 Subrecipient must maintain, with the child records, for as long as the records are maintained, information
2967 on all individuals, agencies, or organizations to whom a disclosure of PII from the child records was made
2968 (except for program officials and parents) and why the disclosure was made. If a program uses a web-
2969 based data system to maintain child records, the program must ensure such child records are adequately
2970 protected and maintained according to current industry security standards.
2971 If a parent places a statement in the child record, the program must maintain the statement with the
2972 contested part of the child record for as long as the program maintains the record and, disclose the
2973 statement whenever it discloses the portion of the child record to which the statement relates.

2974 **59. NOTICES**
2975 All notices required under this Agreement should be sent by United States mail, first-class postage
2976 prepaid (unless other mail treatment is required by Federal or State law or regulation) addressed to the
2977 applicable party at the address set forth below the signature of each party to the Agreement, or by
2978 personal service, to the parties as follows:
2979

2980 Grantee: Orange County Head Start, Inc.
2981 Attn: Colleen Versteeg, Executive Director
2982 2501 S. Pullman Street, Suite 100
2983 Santa Ana, CA 92705
2984 Colleen.versteeg@ochsinc.org
2985

2986 Subrecipient: City of La Habra
2987 Mr. Jim Sadro, City Manager
2988 215 N. Euclid Street
2989 La Habra, CA 90631
2990
2991

2992 Notices given by mail shall be deemed served three (3) days after deposit in the United States mail, or
2993 when received, whichever is sooner.
2994

2995 **Signatures:**
2996 **GRANTEE:**

SUBRECIPIENT:

2998 Orange County Head Start, Inc.

City of La Habra

3001 Signature

Signature **“I have read this agreement and understand that if our Agency does not abide by its commitments, covenants and regulations that we may lose our Early Head Start funding.”**

3007 Colleen Versteeg

Mr. Jim Sadro

3008 Print Name

Print Name

3010 Executive Director

City Manager

3011 Title

Title

3014 Date

Date

3017 Colleen.Versteeg@ochsinc.org

Email Address

3018 Email Address

Attachment A**Subaward Data**

(i)	Subrecipient Name	The City Of La Habra
(ii)	Subrecipient Unique Entity Identifier:	094714938
(iii)	Federal Award Identification Number (FAIN):	09CH011146
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	7/1/2020
(v)	Subaward Period of Performance Start Date:	July 1, 2020
	Subaward Period of Performance End Date:	June 30, 2021
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	The total amount of federal funds obligated to the sub-recipient is identified in Attachment B and contingent upon satisfactory performance under this sub-award.
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	The total amount of federal funds obligated to the sub-recipient is identified in Attachment B and contingent upon satisfactory performance under this sub-award.
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	The total amount of federal funds obligated to the sub-recipient is identified in Attachment B and contingent upon satisfactory performance under this sub-award.
(ix)	Federal Award Project Description:	Early Head Start
(x)	Name of Federal Awarding Agency:	U.S. Department of Health and Human Services, Administration for Children and Families, Office of Head Start
	Name of Pass-Through Entity:	Orange County Head Start, Inc.
	Contact Information for Federal Awarding Official:	Cynthia Yao Regional Program Manager, Office of Head Start, Region IX, 90 7th Street, 9th Floor, San Francisco, California 94103, 415-437-8400
	Contact Information for Orange County Head Start, Inc. Authorizing Official:	Steffi Gascon - Hafen Board Chair 2501 S. Pullman St. Ste. 100 Santa Ana, CA 92705 714-241-8920
	Contact Information for Orange County Head Start, Inc. Project Director:	Colleen Versteeg Executive Director 2501 S. Pullman St. Ste. 100 Santa Ana, CA 92705 714-241-8920

[Type text]

[Type text]

Initials _____

(xi)	CFDA Number and Name:	The Catalog of Federal Domestic Assistance (CDFA) number for Head Start/Early Head Start funds is 93.600
(xii)	Identification of Whether Subaward is R&D:	This federal award is not provided to OCHS for Research and Development
(xiii)	Indirect Cost Rate for [CAA] Federal Award:	Not Applicable
	Subrecipient Indirect Costs:	Not Applicable

**APPROVED PROGRAMS, PROGRAM OPTIONS, AND TOTAL 2020-2021 FUNDING
CITY OF LA HABRA**

APPROVED PROGRAM OPTIONS

Early Head Start (HS)	Part - Day Double Session	Full Day	Home Base
	0	0	50
APPROVED TOTAL FUNDING			
09CH011146 (July 1, 2020-June 30,2021)			
Head Start	Federal Funding Allocation	Non- Federal Share Requirement	Totals
2020-2021 Basic	\$469,882	\$117,471	\$587,353
2020-2021 COLA	\$9,623	\$2,406	\$12,029
2020-2021 Quality Improvement	\$17,500	\$4,375	\$21,875
Training and Technical Assistance	\$11,250	\$2,813	\$14,063
TOTAL FUNDING	\$508,255	\$127,064	\$635,319
Head Start Administrative Costs not to exceed:			\$76,238

Initials _____

Attachment C

The City of La Habra
2020 - 2021 Program, Center, Class, and Program Option, and Program Option Variation

Program Number	Program Type	Center Name	Class	Address Line 1	City	State	ZIP	Phone	Slots	Program Option	Program Option Variation
202	EHS	Euclid Main	Class 1	215 N Euclid St	La Habra	CA	90631	(562) 383-4270	10	Home-based	46 Home Visits and 22 Socializations
202	EHS	Euclid Main	Class 2	215 N Euclid St	La Habra	CA	90631	(562) 383-4270	10	Home-based	46 Home Visits and 22 Socializations
202	EHS	Euclid Main	Class 3	215 N Euclid St	La Habra	CA	90631	(562) 383-4270	10	Home-based	46 Home Visits and 22 Socializations
202	EHS	Euclid Main	Class 4	215 N Euclid St	La Habra	CA	90631	(562) 383-4270	10	Home-based	46 Home Visits and 22 Socializations
202	EHS	Euclid Main	Class 5	215 N Euclid St	La Habra	CA	90631	(562) 383-4270	10	Home-based	46 Home Visits and 22 Socializations

Initials _____

Attachment D

Subrecipient Required Reports and Documents to be Submitted to Grantee 2020-2021

NOTE: All documents are due on the 10th day of the following month unless otherwise indicated. All documents must be submitted in an electronic format or through a Web-based Application as requested by the Grantee. All items needing Board and Policy Committee (PC) approval must indicate approval dates on the approved documents.

Document Number	Document/Report/Data	Received	Date
JULY			
Jul #1	Child Outcomes Data/School Readiness Goals, including analysis and progress towards meeting goals, and updated Action Plan, for Third Assessment Period for prior contract year, with Board and PC approval dates indicated on approved documents		
Jul #2	Program Goals and Objectives Quarterly Report for prior contract year		
Jul #3	Program Information Report (for prior contract year) in HSES, with supporting Child Plus reports submitted to Grantee		
Jul #4	Maintain up-to-date and accurate information on the Head Start Enterprise System (HSES) at all times, including the Contacts, Programs, Centers and Facilities sections of the system. Quarterly check completed with an email validation submitted to the Grantee.		
Jul #5	Validation indicating all Self-Ongoing Monitoring (#2) non-compliances as indicated on Corrective Action Plan (CAP) have been corrected		
Jul #6	Signatures of Board and Policy Committee Chairs on the validated Self-Ongoing Monitoring (#2) Corrective Action Plan (CAP) verifying all non-compliances have been corrected		
Jul #7	Validation indicating all Self-Ongoing Monitoring Fiscal (#2) non-compliances as indicated on Corrective Action Plan (CAP) have been corrected		
Jul #8	Signatures of Board and Policy Committee Chairs on the validated Self-Ongoing Monitoring Fiscal (#2) Corrective Action Plan (CAP) verifying all non-compliances have been corrected		
AUGUST			
Aug #1	Completed Governance Leadership, and Oversight Capacity Screener results, and Board and Policy Committee Certification (due August 20th), with Board and PC approval dates indicated on approved documents		
Aug #2	Annual Board Training Plan by calendar month		
Aug #3	Annual Policy Committee Training Plan by calendar month		
Aug #4	Board By-laws		
Aug #5	Policy Committee By-laws		
Aug #6	Articles of Incorporation of the organization		
Aug #7	Internal Dispute Resolution Policy and Procedure developed between Board and Policy Committee		
Aug #8	Roster of the governing body that includes background, expertise, Board Officers, email addresses and phone numbers. Update Head Start Enterprise System as changes occur, and notify Grantee by email.		
Aug #9	Program Goals with Measurable Objectives and Activities to meet annual goals for current program year, with Board and PC approval dates indicated on approved documents		
Aug #10	Program Planning Policy and Procedure, with Board and PC approval dates indicated on approved documents		
Aug #11	Program Planning Calendar, with Board and PC approval dates indicated on approved documents		
Aug #12	Personnel Policies and Procedures Manual, with Board and PC approval dates indicated on approved documents		

Initials _____

Attachment D

Document Number	Document/Report/Data	Received	Date
Aug #13	Policy and procedure for hiring, evaluation, compensation, and termination of the Executive Director, Program Director/Coordinator, Human Resources Director, and Finance Director, with Board and PC approval dates indicated on approved documents		
Aug #14	Program Year Calendar, including student service days, non-student days, staff development days and holidays		
Aug #15	Agency Transition Plan		
Aug #16	Professional Development Plan Process		
Aug #17	Curriculum Fidelity Tool		
Aug #18	Chart of Expected Home Base Home Visits and Socializations Per Month		
Aug #19	Child Plus Agency ID, User Name and Password to allow full administrative access		
Aug #20	Name and Description of Parenting Curriculum		
Aug #21	Staff CLASS Certifications (for 2 Education supervisory staff)		
Aug #22	Policies and procedures for program operations, including Child Supervision and Handwashing, as well as all management systems, including Human Resources, Program Planning and Service System Design, Data and Evaluation, Fiscal Management, Community and Self-Assessment, Facilities and Learning Environments, Technology and Information Systems, Training and Professional Development, Communication, Record-Keeping and Reporting, Ongoing Monitoring and Continuous Improvement, Governance and Fiscal services. All policies and procedures must be submitted to the Grantee annually, with Board and PC approval dates indicated on approved documents.		
Aug #23	Completed Human Resources Report (due August 31st)		
Aug #24	All job descriptions		
Aug #25	Exposure Control Plan in compliance with Blood borne Pathogens Title 29 CFR Part 1910.1030b: Certification of annual review/update		
Aug #26	Exposure Control Plan in compliance with Blood borne Pathogens Title 29 CFR Part 1910.1030b: Certification of annual staff training		
Aug #27	Updated Facility Personnel Report from California State Licensing (Personnel Association Report by Center)		
Aug #28	Letter from School District on Education Code regarding fingerprinting (School Districts only)		
Aug #29	An e-mail from the district's Human Resources department, or other evidence, for each staff member with the clearance number (School Districts only, when HR policies prevent the retention of this information)		
Aug #30	Agency's Fiscal/Accounting Manual, with Board and PC approval dates indicated on approved documents		
Aug #31	Non-Federal Share Plan		
Aug #32	Cost Allocation Plan (due August 31st)		
Aug #33	All contracts that provide services to Head Start (and as updated during the program year), including CACFP application and vendor agreements		
Aug #34	Agency's Procurement Manual, with Board and PC approval dates indicated on approved documents		
	Proof of Agency's insurance coverage naming OCHS, Inc. as additional insured for the items listed below. All insurance shall be procured through a carrier satisfactory to the Grantee as indicated in the Agreement. All Certificates of Insurance must document that the Delegate Agency indemnifies and holds harmless the Grantee, its officers, agents, and employees from every claim or demand made as indicated in Agreement.		
Aug #35	A. Student Accidental Insurance		
Aug #36	B. General Liability		
Aug #37	C. Automobile Insurance		
Aug #38	D. Worker's Compensation Insurance		
Aug #39	E. Blanket Fidelity Bond		
Aug #40	F. Director's and Officer's Insurance		

Initials _____

Attachment D

Document Number	Document/Report/Data	Received	Date
Aug #41	G. Property Coverage		
Aug #42	Final Fiscal Report Due (for prior contract year) (due August 20th) (Submit directly to dareports@ochsinc.org)		
Aug #43	Evidence of Non-profit status (if applicable)		
Aug #44	Center Profile Form (form will be provided by the Grantee)		
Aug #45	Department of Social Services License for each center serving Head Start or Early Head Start children		
Aug #46	All lease agreements paid in part or fully with Head Start funds		
Aug #47	Incidental Medical Services (IMS) Plan		
Aug #48	Integrated Pest Management Plan		
Aug #49	Most recent Child and Adult Care Food Program Audit Report		
SEPTEMBER			
Sep #1	School Readiness Goals and Action Plan to meet annual goals for current program year, with Board and PC approval dates indicated on approved documents		
OCTOBER			
Oct #1	Completed self-monitoring Health and Safety Screener results, Board and Policy Committee Certification, and Corrective Action Plan (CAP) (due October 31st), with signatures of Board and Policy Committee Chairs on the CAP verifying approval, along with Governing Body and Policy Committee minutes documenting each group's participation in the development and approval of the CAP		
Oct #2	Policy Committee membership roster indicating officers, community representatives, email addresses and phone numbers. Update Head Start Enterprise System as changes occur, and notify Grantee by email.		
Oct #3	Policy Committee meeting schedule		
Oct #4	Maintain up-to-date and accurate information on the Head Start Enterprise System (HSES) at all times, including the Contacts, Programs, Centers and Facilities sections of the system. Complete quarterly check with an email validation submitted to the Grantee.		
Oct #5	Date and process for Agency's Self Assessment (due October 31st)		
Oct #6	Quarterly Financial Projections (Submit directly to dareports@ochsinc.org)		
Oct #7	Completed Human Resources Report (due October 31st)		
NOVEMBER			
DECEMBER			
Dec #1	Proof of Single Audit Webinar completion		
Dec #2	Self-Ongoing Monitoring Reports (#1) that include Education, Nutrition, Mental Health, Health, Disabilities, ERSEA, Human Resources, Program Planning and Service System Design, Data and Evaluation, Fiscal Management, Community and Self-Assessment, Facilities and Learning Environments, Technology and Information Systems, Training and Professional Development, Communication, Record-Keeping and Reporting, Ongoing Monitoring and Continuous Improvement, Governance, and Corrective Action Plan (CAP), with signatures of Board and Policy Committee Chairs on the CAP verifying approval, along with Governing Body and Policy Committee minutes documenting each group's participation in the development and approval of the CAP		
Dec #3	Child Outcomes Data/School Readiness Goals, including analysis and progress towards meeting goals, and updated Action Plan, for First Assessment Period, with Board and PC approval dates indicated on approved documents		
Dec #4	Program Goals and Objectives Quarterly Report		
Dec #5	Approved Community Assessment data on agency's service area		
Dec #6	Flu Shot Report indicating staff have received or signed waiver		

Initials _____

Attachment D

Document Number	Document/Report/Data	Received	Date
Dec #7	Self-Ongoing Monitoring Fiscal Report (#1) and Corrective Action Plan (CAP), with signatures of Board and Policy Committee Chairs on the CAP verifying approval, along with Governing Body and Policy Committee minutes documenting each group's participation in the development and approval of the CAP		
Dec #8	Validation indicating all self-monitoring Health and Safety Screener non-compliances as indicated on Corrective Action Plan (CAP) have been corrected		
Dec #9	Signatures of Board and Policy Committee Chairs on the validated self-monitoring Health and Safety Screener Corrective Action Plan (CAP) verifying all non-compliances have been corrected		
Dec #10	Grantee monitoring Health and Safety Screener Corrective Action Plan (CAP), with signatures of Board and Policy Committee Chairs on the CAP verifying approval, along with Governing Body and Policy Committee minutes documenting each group's participation in the development and approval of the CAP		
Dec #11	Completed Human Resources Report (due December 31st)		
JANUARY			
Jan #1	Approved Annual Audit report of the Head Start program for the prior contract year		
Jan #2	Maintain up-to-date and accurate information on the Head Start Enterprise System (HSES) at all times, including the Contacts, Programs, Centers and Facilities sections of the system. Complete quarterly check with an email validation submitted to the Grantee.		
Jan #3	Quarterly Financial Projections (Submit directly to dareports@ochsinc.org)		
FEBRUARY			
Feb #1	Approved and Completed Annual Refunding Application, budget and required attachments		
Feb #2	Staff Training Plan for upcoming contract year		
Feb #3	Eligibility, Recruitment, Selection, Enrollment, and Attendance Policies and Procedures for the upcoming contract year, with Board and PC approval dates indicated on approved documents		
Feb #4	Center Profile Form (form will be provided by the Grantee)		
Feb #5	Validation indicating all Self-Ongoing Monitoring (#1) non-compliances as indicated on Corrective Action Plan (CAP) have been corrected		
Feb #6	Signatures of Board and Policy Committee Chairs on the validated Self-Ongoing Monitoring (#1) Corrective Action Plan (CAP) verifying all non-compliances have been corrected		
Feb #7	Validation indicating all Self-Ongoing Monitoring Fiscal (#1) non-compliances as indicated on Corrective Action Plan (CAP) have been corrected		
Feb #8	Signatures of Board and Policy Committee Chairs on the validated Self-Ongoing Monitoring Fiscal (#1) Corrective Action Plan (CAP) verifying all non-compliances have been corrected		
Feb #9	Validation indicating all Grantee monitoring Health and Safety Screener non-compliances as indicated on Corrective Action Plan (CAP) have been corrected		
Feb #10	Signatures of Board and Policy Committee Chairs on the validated Grantee monitoring Health and Safety Screener Corrective Action Plan (CAP) verifying all non-compliances have been corrected		
Feb #11	Completed Human Resources Report (due February 28th)		
MARCH			
Mar #1	Child Outcomes Data/School Readiness Goals, including analysis and progress towards meeting goals, and updated Action Plan, for Second Assessment Period, with Board and PC approval dates indicated on approved documents		
Mar #2	Program Goals and Objectives Quarterly Report		
Mar #3	Self-Assessment Report and Action Plan Year-End Evaluation		

Initials _____

Attachment D

Document Number	Document/Report/Data	Received	Date
Mar #4	Signatures of Board and Policy Committee Chairs on the Self-Assessment Report and Acion Plan Year-End Evaluation verifying approval, along with Governing Body and Policy Committee minutes documenting each group's participation in the development and approval of the report		
Mar #5	Program Budget Revision Requests (due March 31st) (Submit directly to dareports@ochsinc.org)		
APRIL			
Apr #1	Maintain up-to-date and accurate information on the Head Start Enterprise System (HSES) at all times, including the Contacts, Programs, Centers and Facilities sections of the system. Complete quarterly check with an email validation submitted to the Grantee.		
Apr #2	Quarterly Financial Projections (Submit directly to dareports@ochsinc.org)		
Apr #3	Completed Human Resources Report (due April 30th)		
MAY			
May #1	Self-Ongoing Monitoring Reports (#2) that include Education, Nutrition, Mental Health, Health, Disabilities, ERSEA, Human Resources, Program Planning and Service System Design, Data and Evaluation, Fiscal Management, Community and Self-Assessment, Facilities and Learning Environments, Technology and Information Systems, Training and Professional Development, Communication, Record-Keeping and Reporting, Ongoing Monitoring and Continuous Improvement, Governance, and Corrective Action Plan (CAP), with signatures of Board and Policy Committee Chairs on the CAP verifying approval, along with Governing Body and Policy Committee minutes documenting each group's participation in the development and approval of the CAP		
May #2	Self-Ongoing Monitoring Fiscal Report (#2) and Corrective Action Plan (CAP), with signatures of Board and Policy Committee Chairs on the CAP verifying approval, along with Governing Body and Policy Committee minutes documenting each group's participation in the development and approval of the CAP		
JUNE			
Jun #1	Self-Assessment Report and Action Plan Year-Year Evaluation		
Jun #2	Self-Assessment Report and Action Plan Year-Year Evaluation, with signatures of Board and Policy Committee Chairs on the report verifying approval, along with Governing Body and Policy Committee minutes documenting each group's participation in the development and approval of the report		
Jun #3	Quarterly Financial projections		
MONTHLY			
Submission of Program Staff and Qualifications Data on the Monthly Program Information Summary Data Collection Worksheet			
SQ-Jul	July		
SQ-Aug	August		
SQ-Sep	September		
SQ-Oct	October		
SQ-Nov	November		
SQ-Dec	December		
SQ-Jan	January		
SQ-Feb	February		
SQ-Mar	March		
SQ-Apr	April		
SQ-May	May		
SQ-Jun	June		

Initials _____

Attachment D

Document Number	Document/Report/Data	Received	Date
	Submission of monthly Recruitment Log (due on the 5th day of each month for the prior month)		
RL-Jul	July		
RL-Aug	August		
RL-Sep	September		
RL-Oct	October		
RL-Nov	November		
RL-Dec	December		
RL-Jan	January		
RL-Feb	February		
RL-Mar	March		
RL-Apr	April		
RL-May	May		
RL-Jun	June		
	Submission of monthly Attendance Analysis Reports. When center or program monthly Average Daily Attendance falls below 85%, a Corrective Action Plan (CAP) must be submitted with the Attendance Analysis Report. (center base programs only)		
Att-Jul	July		
Att-Aug	August		
Att-Sep	September		
Att-Oct	October		
Att-Nov	November		
Att-Dec	December		
Att-Jan	January		
Att-Feb	February		
Att-Mar	March		
Att-Apr	April		
Att-May	May		
Att-Jun	June		
	Submission of EHS Transition Matrix indicating children 2y9m or older. (EHS programs only)		
Tra-Jul	July		
Tra-Aug	August		
Tra-Sep	September		
Tra-Oct	October		
Trat-Nov	November		
Tra-Dec	December		
Tra-Jan	January		
Tra-Feb	February		
Tra-Mar	March		
Tra-Apr	April		
Tra-May	May		
Tra-Jun	June		
	Submission of monthly Financial Reports for Reimbursement (due on the 20th for the prior month) (Submit directly to dareports@ochsinc.org)		
Fin-Jul	July		
Fin-Aug	August		
Fin-Sep	September		
Fin-Oct	October		
Fin-Nov	November		
Fin-Dec	December		
Fin-Jan	January		

Initials _____

Attachment D

Document Number	Document/Report/Data	Received	Date
Fin-Feb	February		
Fin-Mar	March		
Fin-Apr	April		
Fin-May	May		
Fin-Jun	June		
	Submission of ENTIRE Policy Committee (PC) Meeting Packet and other documents presented that include, but is not limited to: Agenda, Minutes, Action Items, Presentations, Trainings, additional documents given to PC in the packet or at the meeting to support informed decision making, training of PC, items required to be submitted and approved by the PC. (For months when no meeting is held, Delegate must still provide Policy Committee with required monthly statements and documents. <i>Proof of electronic correspondence and copies of required monthly statements and documents must be submitted to the Grantee in lieu of minutes.</i>		
PC-Jul	July		
PC-Aug	August		
PC-Sep	September		
PC-Oct	October		
PC-Nov	November		
PC-Dec	December		
PC-Jan	January		
PC-Feb	February		
PC-Mar	March		
PC-Apr	April		
PC-May	May		
PC-Jun	June		
	Submission of ENTIRE Board Meeting Packet and other documents presented that include, but is not limited to: Agenda, Minutes, Action Items, Presentations, Trainings, additional documents given to the Board in the packet or at the meeting to support informed decision making, training of Board, items required to be submitted and approved by the Board. (For months when no meeting is held, Delegate must still provide Board with required monthly statements and documents. <i>Proof of electronic correspondence and copies of required monthly statements and documents must be submitted to the Grantee in lieu of minutes.</i>		
BOD-Jul	July		
BOD-Aug	August		
BOD-Sep	September		
BOD-Oct	October		
BOD-Nov	November		
BOD-Dec	December		
BOD-Jan	January		
BOD-Feb	February		
BOD-Mar	March		
BOD-Apr	April		
BOD-May	May		
BOD-Jun	June		

Attachment D

Document Number	Document/Report/Data	Received	Date
	For School Districts and City Only: If the required monthly statements and documents (HS Act 642(d)(2), are not submitted to the Board or Policy Committee at their regular meetings, but are provided through an alternative method, proof of such method and copies of all required monthly statements and documents must be provided to the Grantee.		
AB-Jul	July		
AB-Aug	August		
AB-Sep	September		
AB-Oct	October		
AB-Nov	November		
AB-Dec	December		
AB-Jan	January		
AB-Feb	February		
AB-Mar	March		
AB-Apr	April		
AB-May	May		
AB-Jun	June		
AS NEEDED/REQUIRED			
ANR #1	Grantee Monitoring Corrective Action Plan (CAP) (Period 1, and as needed)		
ANR #2	Signatures of Board and Policy Committee Chairs on the Period 1 CAP verifying approval of the CAP		
ANR #3	Validation indicating all Period 1 non-compliances as indicated on CAP have been corrected		
ANR #4	Signatures of Board and Policy Committee Chairs on the validated Period 1 CAP verifying all non-compliances have been corrected		
ANR #5	Grantee Monitoring Corrective Action Plan (CAP) (Period 2, and as needed)		
ANR #6	Signatures of Board and Policy Committee Chairs on the Period 2 CAP verifying approval of the CAP		
ANR #7	Validation indicating all Period 2 non-compliances as indicated on CAP have been corrected		
ANR #8	Signatures of Board and Policy Committee Chairs on the validated Period 1 CAP verifying all non-compliances have been corrected		
ANR #7	Request for Program Option or Operational Changes (must be received by December 31st of current year for upcoming year)		
ANR #8	Department of Social Services Child Care Licensing Reports within 24 hours of a center visit		
ANR #9	Unusual Incident Reports		
ANR #10	Child and Adult Care Food Program Audit Report within five business days of receipt, and Proof of Correction and Clearance of Findings		
ANR #11	Any Audit or Review Report that applies to, or affects Head Start funding, within five business days of receipt, and Proof of Correction and Clearance of Findings		
ANR #12	Program Budget Modifications or Revisions of any amount with Board and Policy Committee approval (must be received no later than 90 days in advance of the year end) (Submit directly to the OCHS Executive Director and Division Director of Finance and Administration)		
ANR #13	Request for approval of process for hiring a new Executive Director, Program Director/Coordinator, Finance Director, or Human Resources Director		
	NOTE: Revisions to any of the documents required above must be forwarded to OCHS within 10 business days of the revised date. Grantee reserves the right to ask for additional documentation at any time.		

ATTACHMENT E

DELEGATE GEOGRAPHICAL RECRUITMENT AND SERVICE AREA 2020-2021

GRANTEE - ORANGE COUNTY HEAD START, INC

Orange County Head Start, Inc., as the grantee, can and may serve the Early Head Start and Head Start children and families of Orange County who reside in the following service area:

- All of Orange County, CA

DELEGATE #1 - CITY OF LA HABRA

The City of La Habra, as a delegate agency of Orange County Head Start, Inc., will serve the Early Head Start eligible children and families of Orange County who reside in the following service area:

The area of the existing City of La Habra –

- bordered to the north just above Russell Street /Northwood between Valley Home Avenue (western border);
- east to between S. Palm and S. Puente Sts (eastern border, excluding a pocket belonging to the City of Brea) to W. Lambert Rd;
- West to Harbor Blvd.; and then
- South to a southern border below Imperial Highway running from Harbor (to the east) to Valley Home Ave. (to the West), just above the City of Fullerton.

DELEGATE #2 - SANTA ANA UNIFIED SCHOOL DISTRICT

Santa Ana Unified School District, as a delegate agency of Orange County Head Start, Inc., will serve the Head Start eligible children and families of Orange County who reside in the following service area:

The boundaries of Santa Ana Unified School District, which includes

- 17th St. between Flower St. (west) and N. Main St. (east);
- N. Main St. south to 1st St.;
- East 1st St. east to Grand Ave.;
- Grand Avenue south to W. Dyer Rd.;
- W. Dyer Rd. west into Segerstrom Ave, west to Harbor Blvd.;
- Harbor Blvd. north, then north along the Sylvan River (east side) to just above McFadden;
- Between McFadden and 1st St. east to Bristol St.;
- Bristol St. north to 1st St.;
- 1st St. east to Flower St.; and then
- Flower St. north back to 17th St.