



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

June 30, 2021

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

Re: 2021-2022 Agreement for Delegation of Early Head Start Program Operations

Dear Mr. Sadro,

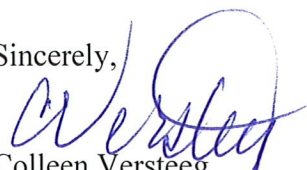
Attached to this letter, please find the City of La Habra's 2021-2022 Agreement for Delegation of Early Head Start Program Operations (Agreement). Please review the Agreement, obtain the required approvals from the City's Governing Body and Early Head Start Policy Committee, and return the unaltered, 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 3); The total FY 2021 funding (July 1, 2021 – June 30, 2022) and required program options are included on Attachment B of the 2021-2022 Agreement.

A complete Agreement package 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, 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: Kelly Fujio, Director of Community Services, City of La Habra

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

*Agreement
for
Delegation
of Early
Head Start
Program
Operations*

**FISCAL
YEAR
2021-2022**

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.....	32
20. NOTIFICATION TO SUBRECIPIENT AGENCIES OF DEFICIENCY(IES) AND FOLLOW-UP CORRECTIONS AND SANCTIONS	33
21. SPECIAL AWARD OR AGREEMENT CONDITIONS	34
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	40
27. PROCUREMENT	46
28. LIMITATION OF DEVELOPMENT AND ADMINISTRATIVE COSTS	48
29. INSURANCE AND BONDING REQUIREMENTS	48
30. WAGE COMPARIBILITY STUDY	51

31.	HOLD HARMLESS AND INDEMNIFICATION.....	51
32.	FINAL REPORT.....	51
33.	EVIDENCE OF NON PROFIT STATUS	52
34.	DAVIS-BACON ACT	52
35.	PRIOR APPROVALS REQUIRED.....	52
36.	FACILITIES.....	54
37.	NOTICE OF FEDERAL INTEREST	56
38.	PERSONNEL AND GENERAL ADMINISTRATION.....	57
39.	CODE OF CONDUCT	57
40.	CONFIDENTIALITY.....	58
41.	DISCLOSURES WITH, AND WITHOUT, PARENTAL CONSENT	58
42.	PARENTAL RIGHTS.....	60
43.	NEPOTISM.....	61
44.	PROPERTY MANAGEMENT AND EQUIPMENT.....	61
45.	RECORD RETENTION AND ACCESS REQUIREMENTS FOR RECORDS	62
46.	PROHIBITION AGAINST USE OF EARLY HEAD START FUNDS TO INFLUENCE LEGISLATION OR APPROPRIATIONS	63
47.	PATENTS	63
48.	PRESS RELEASES	64
49.	COPYRIGHTS.....	64
50.	COMPLIANCE WITH CIVIL RIGHTS LAWS	64
51.	COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT AND AMERICANS WITH DISABILITIES	64
52.	SEVERABILITY OF PROVISIONS.....	64
53.	REQUESTING TRAINING AND/OR TECHNICAL ASSISTANCE FROM GRANTEE	64
54.	ENTIRE AGREEMENT	65
55.	INTERPRETATION.....	65
56.	APPLICABLE LAW.....	65
57.	AGREEMENT AMENDMENTS	65
58.	CHILD RECORDS	65
59.	NOTICES	66

**ORANGE COUNTY HEAD START, INC. AGREEMENT
FOR
DELEGATION OF EARLY HEAD START PROGRAM OPERATIONS
FISCAL YEAR 2021-2022**

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 2021 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 Three (3) of a five-year federal award grant for the 2021-2022 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, 2021, and continues in full force and effect through
45 June 30, 2022, 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 (1) a Governing Body, (2) a Policy
205 Committee, where an elected group of parents can make programmatic recommendations to the Board
206 and Program Management, and (3) Parent Committee where all EHS parents can participate.

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

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

219
220

221 **Governing Body**

222 ***Composition***

223 The composition of a Governing Body must be in accordance with the requirements specified at Section
224 642(c)(1)(B) of the Act, except where specific exceptions are authorized in the case of public entities at
225 Section 642(c)(1)(D) of the Act. Agencies must ensure members of the Governing Body do not have a
226 conflict of interest, pursuant to Section 642(c)(1)(C) of the Act. A roster of the Governing Body that
227 includes names, background, expertise, accurate and usable email address and phone number, and Board
228 Officers must be provided to the Grantee (Attachment D, Month of August). In accordance with Section
229 642(c)(1)(D) of the Act, the Governing Body shall be composed as follows:

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

247
248 Members of the Governing Body shall:

- 249 a. not have a financial conflict of interest with the Early Head Start agency (including any
250 Subrecipient agency);
- 251 b. not receive compensation for serving on the Governing Body or for providing services to the Early
252 Head Start agency;
- 253 c. not be employed, nor shall members of their immediate family be employed, by the Early Head
254 Start agency (including any Subrecipient agency); and
- 255 d. operate as an entity independent of staff employed by the Early Head Start agency.
- 256
- 257 • EXCEPTION: If an individual holds a position as a result of public election or political
258 appointment, and such position carries with it a concurrent appointment to serve as a member of
259 an Early Head Start agency Governing Body, and such individual has any conflict of interest
260 described in clause b or c above
 - 261 o such individual shall not be prohibited from serving on such body and the Early Head Start
262 agency shall report such conflict to the grantee; and
 - 263 o if the position held as a result of public election or political appointment provides
264 compensation, such individual shall not be prohibited from receiving such compensation.
- 265
266
267

268 **Responsibilities**

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

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

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

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

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

Policy Committee

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

Composition

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

Duties and Responsibilities

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

Term

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

Reimbursement

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

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

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

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

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

456
457 ***Governance Screening and Certification***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

539 Subrecipient must provide the Grantee a Program Year Calendar indicating student service days, non-
540 student days, staff development days, and holidays (Attachment D, Month of August).
541

542 In order to reach those most in need of services, Subrecipients must develop and implement a recruitment
543 process designed to actively inform all families with eligible children within the recruitment area of the
544 availability of program services, and encourage and assist them in applying for admission to the program.
545 Subrecipients must include specific efforts to actively locate and recruit children with disabilities and
546 other vulnerable children, including homeless children and children in foster care. Subrecipients must
547 submit a Recruitment Log on the 5th day of every month for the prior month, showing the Subrecipient's
548 efforts to be fully enrolled (Attachment D, Monthly).
549

550 Subrecipients must develop at the beginning of each enrollment year and maintain during the year a
551 waiting list that ranks children according to the program's selection criteria.
552

553 Full enrollment for the Subrecipient must be achieved by September 30th. All enrollment information,
554 including eligibility and enrollment notes, must be entered into ChildPlus for each child/family. For each
555 new program year, in order for a child to be considered enrolled, for both new and returning children, the
556 child must have attended at least one class for center-based programs or at least home visit for home-
557 based programs. For home-based programs, the home visit must take place within one week from the first
558 day of the program year for full-year programming (EHS) and within one week of the first day of school
559 for part year programming (HS). For children receiving approved virtual services due to special
560 circumstances, the child must have participated in a virtual home visit which must include completion of
561 the developmental and social-emotional screenings, and at least two activities with the child to be
562 considered enrolled in the program. All enrolled children must have attended at least one class for center-
563 based or at least home visit for home-based. Under no circumstances shall the Subrecipient practice over-
564 enrollment in any classroom in which actual attendance exceeds the preferred child-adult ratios and class
565 size. In the event the Subrecipient fails to report one hundred percent (100%) full enrollment or fails to
566 maintain one hundred percent (100%) full enrollment of its funded slots for any period beyond sixty (60)
567 consecutive days, the Grantee may, in its sole discretion, deem the Subrecipient to be in breach of this
568 Agreement and defund the Subrecipient solely with respect to the slots in question so long as said breach
569 remains. Grantee may also determine the Subrecipient to be in non-compliance status and/or place
570 Subrecipient on a Corrective Action Plan.
571

572 If there is a special circumstance for which a child needs to be considered for enrollment, the Subrecipient
573 must complete a Special Circumstance Rationale Form and submit it to the Grantee for review and
574 approval.
575

576 For home base services, Subrecipient shall:

- 577 1. For EHS:
- 578 a. Provide one home visit per week per family that lasts at least an hour and a half and provide a
579 minimum of 46 visits per year; and
 - 580 b. Provide, at a minimum, 22 group socialization activities distributed over the course of the program
581 year.
582

583 Subrecipient must provide Grantee with a chart of expected home base home visits and socializations per
584 month per program. (Attachment D, Month of August)
585
586

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

593

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

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

596

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

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

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

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

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

602 to complete a Corrective Action Plan (CAP).

603

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

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

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

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

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

609 family that:

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

618

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

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

621

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

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

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

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

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

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

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

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

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

666 In accordance with the provisions of Head Start Act, Section 640(d)(1) , Subrecipient must ensure at least
667 10 percent (10%) of its total funded enrollment is filled by children eligible for services under IDEA.

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

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

677 and if not corrected within designated time frames, may result in the Grantee issuing the Subrecipient a
678 notice of deficiency, as defined in the Improving Head Start for School Readiness Act of 2007, Section
679 637(2). See Sections 19 and 20 of this Agreement.

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

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

684

685 ***Management Systems***

686 The Subrecipient must implement a management system that:

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

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

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

721 effective use and sharing of data, while protecting the privacy of child records in accordance with
722 45 CFR 1303 and applicable federal, state, local, and tribal laws.

723 ***Establishing and Achieving Program Goals***

724 **Program Goals and Objectives**

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

733 **School Readiness Goals**

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

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

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

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

758
759 ***Data Collection***

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

763 family data into. The Grantee will work with the Subrecipient to establish a reporting system that is in line
764 with Grantee expectations and processes and the assignment of usernames, passwords, and access levels.
765 The Grantee will complete all ChildPlus and Learning Genie set-up and reporting requirements.
766

767 All program services for children must be recorded and maintained in ChildPlus as the primary
768 recordkeeping system and actual paper file records must be entered into ChildPlus, consistent with paper
769 copies and kept current at all times. All ERSEA, Health, Nutrition, and PFCE records must be accessible
770 in ChildPlus. Programs need to put systems in place to ensure accurate and timely recordkeeping. All
771 child and family information must be entered into the system and reconciled at least weekly. Subrecipient
772 must establish a service area plan, policy and procedure to address recordkeeping and reporting which
773 includes staff responsible for entering, maintaining and reporting data.
774

775 ChildPlus and Learning Genie are to be used to generate information and reports related to health, mental
776 health, disabilities, nutrition, family and community engagement, child development and education,
777 ERSEA, home base visits, socializations, and for Program Information Reports (PIRs). These reports shall
778 inform the Subrecipient of monthly progress and must be used to monitor the program for effectiveness
779 and quality of services to children and families. Subrecipient shall approach data collection in a
780 thoughtful and intentional way that supports overall management of Early Head Start data, including the
781 availability, usability, integrity, and security of data.

782 Specific reports shall be submitted to the Grantee monthly as indicated on Attachment D or anytime upon
783 Grantee request. All such records shall be available to Grantee, including Grantee designated accountants,
784 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 by the timelines specified in Attachment D, Months of
823 September, January and April.
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

834 ***Reporting***

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

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

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

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

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

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

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

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

903 Subrecipient shall maintain up-to-date and accurate information on the Head Start Enterprise System
904 (HSES) at all times, including the Contacts, Programs, Centers and Facilities sections of the system.

905 Quarterly checks must be completed with an email validation sent to the Grantee (Attachment D, Months
906 of July, October, January, and April.

907
908 Any audit or review that applies to, or affects, Early Head Start funding, including any CACFP audit
909 report (Attachment D, Month of August) must be submitted to the Grantee within five (5) business of the
910 Subrecipient receiving the report. If applicable, proof of Corrective Action and Clearance of Findings
911 must also be submitted to the Grantee (Attachment D, As Needed/Required).

912
913 All reports, documents, approvals, and data must be submitted to the Grantee in an electronic format or
914 Web-based Application as requested by the Grantee. If original signatures are required, Subrecipient must
915 submit them to the Grantee via mail or hand delivery along with the electronic copies.

916
917 ***Delinquent Report Submission***
918 Subrecipient shall submit and/or provide all reports, information and data as specified or requested by the
919 Grantee at all times. If Subrecipient fails to timely comply with the terms and conditions of this
920 Agreement or Grantee reporting requirements, the Grantee may, upon reasonable notice to Subrecipient,
921 suspend the funds for program operations or take such other actions as may be deemed appropriate by the
922 Grantee. Further, a history of such unsatisfactory performance may result in designation of “high risk”
923 status for Subrecipient, jeopardizing potential future funding from the Grantee.

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

929
930 The purpose of ongoing monitoring is to ensure that agencies are healthy, viable organizations that
931 provide quality services to children and families and ensure all children are ready for school. It is also to
932 ensure that the necessary steps are taken to meet federal and state regulations, contractual requirements,
933 and local goals and objectives, as well as to ensure that appropriate prevention, intervention, and
934 escalation of corrective action occur in a timely manner.

935
936 The ultimate results of monitoring must be to ensure OCHS and its Subrecipient agencies meet program
937 governance, program operations, and financial and administrative standards described in law and
938 regulation, and to provide the highest quality services to children and families. Subrecipients must also
939 ensure compliance with the Agreement and effective implementation of its funding application strategies
940 and operational goals. How to best achieve OCHS’s goals and administer a high-quality Subrecipient
941 program without reducing expectations for children and families must be at the forefront of monitoring
942 efforts. The Subrecipient operating an outcome-focused philosophy while maintaining compliance is
943 paramount to a successful and compliant program.

944
945 Systems monitoring includes in-depth reviews of applicable written policies and procedures, and all other
946 documentation that describes how the agencies’ processes are working, but more importantly, how the
947 agency is demonstrating successful data-driven outcomes for children and families.

948
949 ***Subrecipient Self-Monitoring***

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

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

972
973 Subrecipient must effectively oversee progress towards program goals on an ongoing basis and annually
974 must:

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

984
985 Subrecipient will utilize the Grantee's system of ongoing monitoring, including all grantee program
986 service area monitoring tools, as defined in the Grantee's Service Area Plans, Policies and Procedures, as
987 adapted to fit the Subrecipient's organizational structure. Subrecipient must develop and submit to the
988 Grantee a Corrective Action Plan (CAP) for its self-ongoing monitoring, utilizing the CAP template
989 provided by the Grantee, with Governing Body and Policy Committee approvals, twice per program year.
990 The CAP document must have signatures of both the Governing Body and Policy Committee Chairs
991 verifying approval, along with Governing Body and Policy Committee minutes documenting each group's
992 participation in the development and approval of the CAP. (Attachment D, Months of December and
993 May)

994 The self-monitoring CAP shall specify:

- 995 i. the non-compliances to be corrected;
- 996 ii. the actions to be taken to correct such non-compliances;

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

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

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

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

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

1028 ***Notice to the Grantee***

1029 The Subrecipient must report in writing to the Grantee within five (5) working days of occurrence any of
1030 the following events:

- 1031 a. the Subrecipient has had a revocation of a license to operate a center by a State or local licensing
1032 entity.
1033 b. the Subrecipient has filed for bankruptcy or agreed to a reorganization plan as part of a bankruptcy
1034 settlement.
1035 c. the Subrecipient has been debarred from receiving Federal or State funds from any Federal or
1036 State department or Agency or has been disqualified from the Child and Adult Care Food Program
1037 (CACFP).
1038 d. the Subrecipient has received an audit, audit review, investigation or inspection report from the
1039 agency's auditor, a State Agency, or the cognizant Federal audit Agency containing a
1040 determination that the Subrecipient is at risk for ceasing to be a going concern.
1041

1042 ***Grantee Monitoring***

1043 The Head Start Act requires the Grantee to monitor whether a Subrecipient meets program governance,
1044 program operations, and financial and administrative standards described in regulations and to identify

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

1059 Subrecipient shall make available to OCHS, HHS and the Comptroller General, or any of their duly
1060 authorized representatives, such books, records, reports, documents, data, and papers as they deem
1061 necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records,
1062 reports, books, documents, data, and papers are retained. This right also includes timely and reasonable
1063 access to Subrecipient's personnel for the purpose of interview and discussion related to such documents.
1064 It is expressly understood that evidence of Subrecipient's refusal to comply with these provisions shall
1065 constitute a breach of Agreement.
1066

1067 If the Grantee determines through monitoring, that the Subrecipient fails to comply with any of the stan-
1068 dards described in 45 CFR Parts 1301 through 1305, the Grantee will notify the Subrecipient in writing
1069 and identify the area of concern, noncompliance, or deficiency.
1070

1071 The Grantee will determine if the Subrecipient is using "outcome-based" activities to provide quality
1072 services to children and families.
1073

1074 If the Subrecipient is determined by the Grantee to have a non-compliance, the Subrecipient must:
1075 a. within thirty (30) calendar days from the day the Grantee Monitoring Report (GMR) or other
1076 report is received by the Subrecipient Agency from the Grantee, develop a Corrective Action Plan
1077 (CAP), that shall be subject to the approval of the Grantee, that shall specify:
1078 i. the non-compliances to be corrected;
1079 ii. the actions to be taken to correct such non-compliances;
1080 iii. the persons responsible for correcting the non-compliances;
1081 iv. the timetable for accomplishment of the corrective actions specified, and

1082 include documentation of Board and Policy Committee approval, which includes signed statements from
1083 Subrecipient Board and Policy Committee Chairs, Governing Body and Policy Committee minutes
1084 documenting each group's participation in the development of the corrective action, policies, procedures,
1085 plans, etc., their understanding of the program operation changes, the vote and approval as well as
1086 required/requested/modified/revised documents, (approvals may be submitted up to forty-five (45)
1087 calendar days from the day the report was received by the Subrecipient if additional time is needed)
1088 (Attachment D, As Needed/Required).
1089

1090 The Subrecipient must use the CAP template provided by the Grantee, and the CAP document must have
1091 signatures of both the Governing Body and Policy Committee Chairs verifying approval, along with

1092 Governing Body and Policy Committee minutes documenting each group's participation in the
1093 development and approval of the CAP. (Attachment D, Month of December and As Needed/Required)
1094

1095 Not later than thirty (30) calendar days after receiving the CAP from the Subrecipient, the Grantee shall
1096 either approve such proposed plan or specify the reasons why the proposed plan cannot be approved and
1097 next steps.
1098

1099 Subrecipient must correct each non-compliance identified not later than the date for correction of such
1100 non-compliance specified in such plan (which shall not be later than 90 days after the date the
1101 Subrecipient received notice of the determination of the specific non-compliance) to be corrected in
1102 Period One (1), or upon completion of pre-service training for the following program year for non-
1103 compliances identified in Period Two (2).
1104

1105 Subrecipient shall re-submit the CAP to the Grantee indicating validation steps and dates for each non-
1106 compliance or deficiency. Grantee may require shorter deadlines for corrective actions depending on the
1107 nature or severity of the findings (e.g., 48 hour CAPs for health and safety or fiscal issues The CAP
1108 document must have signatures of both the Governing Body and Policy Committee Chairs, along with
1109 Governing Body and Policy Committee minutes, verifying all non-compliances or deficiencies have been
1110 corrected (Attachment D, Month of February and As Needed/Required). Grantee shall require that
1111 supporting documentation is submitted with the CAP to validate that the corrective actions have taken
1112 place.
1113
1114

1115 Not later than thirty (30) calendar days after receiving the CAP validation from the Subrecipient, the
1116 Grantee shall either approve completion of the corrective action or specify the reasons why completion of
1117 the corrective action cannot be approved and next steps.
1118

1119 In addition, within thirty (30) calendar days from the day each Itemized Monitoring Report (IMR) is
1120 received by the Subrecipient, Subrecipient shall also provide the Grantee, electronically, validation of
1121 correction and/or completion of individual concerns as detailed in the IMR, including a description of
1122 how the Subrecipient will sustain the correction, along with supporting documentation that substantiates
1123 the correction and/or completion of each concern (e.g., staff sign-off sheets, training agendas, corrected
1124 documents). Any concerns not validated (i.e., corrected, completed or sufficient follow-up shown based
1125 on Agency policy) within the designated thirty (30) calendar day period will be considered a non-
1126 compliance for the monitoring period reviewed.
1127

1128 Failure to correct the non-compliances within the required timeframe may result in the Grantee issuing the
1129 Subrecipient a notice of deficiency, as defined in the Improving Head Start for School Readiness Act of
1130 2007, Section 637(2)(C).
1131

1132 Subrecipient may request technical assistance from the Grantee Executive Director to develop appropriate
1133 corrective plans for non-compliance items identified during the monitoring process.

1134 For any immediate health and safety or children's rights concerns identified, Subrecipient shall provide
1135 the Grantee with a report of all non-compliance or deficient issues and corresponding Corrective Action
1136 Plan (CAP) within forty-eight (48) hours from the time the health and safety concern was reported by the
1137 Grantee to the Subrecipient Agency, utilizing the CAP template provided by the Grantee. Grantee may
1138 require Subrecipient to correct the non-compliance or deficiency immediately if the Grantee finds that it

1139 threatens the health or safety of staff or program participants or poses a threat to the integrity of federal
1140 funds

1141
1142 If ongoing monitoring results in a designation of “deficiency,” as defined in the Head Start Act, Section
1143 637(2), the Subrecipient may be subject to termination of this Agreement, defunding, or any other remedy
1144 available to the Grantee.

1145
1146 ***Program Service Delivery***

1147 Subrecipient must integrate parent and family engagement strategies into all systems and program
1148 services to support family well-being and promote children’s learning and development. Programs are
1149 encouraged to develop innovative two-generation approaches that address prevalent needs of families
1150 across their program that may leverage community partnerships or other funding sources.

1151
1152 Subrecipient is required to follow the Grantee Family Partnership Process, including documentation and
1153 electronic data input, and utilize the Grantee Family Partnership Process forms, including procedures to
1154 identify family strengths and needs related to the family engagement outcomes as described in the Head
1155 Start Parent Family and Community Engagement Framework, including family well-being, parent-child
1156 relationships, families as lifelong educators, families as learners, family engagement in transitions, family
1157 connections to peers and the local community, and families as advocates and leaders.

- 1158
1159 A program must offer individualized family partnership services that:
- 1160 a. collaborate with families to identify interests, needs, and aspirations related to the family
1161 engagement outcomes;
 - 1162 b. help families achieve identified individualized family engagement outcomes;
 - 1163 c. establish and implement a family partnership agreement process that is jointly developed and
1164 shared with parents in which staff and families review individual progress, revise goals, evaluate
1165 and track whether identified needs and goals are met, and adjust strategies on an ongoing basis, as
1166 necessary, throughout the program year.

1167 Family refusals of participation in the Family Partnership Process and goal setting are not allowable.

1168
1169 Subrecipient must also, at minimum, offer opportunities for parents to participate in a research-based
1170 parenting curriculum that builds on parents’ knowledge and offers parents the opportunity to practice
1171 parenting skills to promote children’s learning and development. If the Subrecipient chooses to make
1172 significant adaptations to the researched-based parenting curriculum to better meet the needs of one (1) or
1173 more specific populations Subrecipient must work with an expert or experts to develop such adaptations
1174 and have proof of such work with the expert. Justification and Grantee approval is required prior to
1175 making such adaptations. Subrecipient must submit to the Grantee the name and a description of the
1176 curriculum that will be utilized by the Subrecipient (Attachment D, Month of August).

1177
1178 Subrecipient must ensure that at least two (2) education supervisory staff trained in the HOVRS to in
1179 order evaluate its Home Educators.

1180
1181 Subrecipient shall maintain and submit each program year its policies and procedures for program
1182 operations (ERSEA, Program Structure, Education and Child Development Program Services, Health
1183 Program Services, Family and Community Engagement Program Services, Services for Children with
1184 Disabilities, Transition Services, Services to Enrolled Pregnant Women), as well as all management
1185 systems, including Human Resources, Program Planning and Service System Design, Data and

1186 Evaluation, Fiscal Management, Community and Self-Assessment, Facilities and Learning Environments,
1187 Technology and Information Systems, Training and Professional Development, Communication, Record-
1188 keeping and Reporting, Ongoing Monitoring and Continuous Improvement, and Governance.
1189

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

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

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

1199

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 ***Single Audit Webinar***

1209 Subrecipient Director and Fiscal Officer to attend an OHS-sponsored single audit webinar within six (6)
1210 months of the start of the project period. Documentation from the Office of Head Start must be sent to the
1211 Grantee for proof of completion (Attachment D, Month of December).
1212

1213 ***Human Resources Monitoring***

1214 As part of the Grantee monitoring process in period one to ensure compliance with all applicable Human
1215 Resources regulations, by August 31st, October 31st, December 31st, February 28th, and April 30th, the
1216 Subrecipient shall submit to the Grantee a list of all current employees with the following information
1217 (Attachment D, Months of August, October, December, February, April). The grantee will validate this
1218 information during on-site visits.

- 1219 1. a matrix with the following information;
 - 1220 a. Employee Name (last, first);
 - 1221 b. Date of Hire (month, day, year);
 - 1222 c. Date of Criminal Record Clearance;
 - 1223 d. Criminal Record Clearance #;
 - 1224 e. Date of Initial Health Exam with TB Test;
 - 1225 f. Staff Orientation Date (not required to begin reporting this information to Grantee until
1226 October 31st of each program year);
 - 1227 g. Date of Last TB Test (periodic);
 - 1228 h. Date of MMR and Tdap Vaccines;
 - 1229 i. Date of Last Flu Shot or signed waiver (required by November 30th of each program year;
1230 not required to begin reporting this information to Grantee until December 31st of each
1231 program year); (Attachment D, Month of December)
 - 1232 j. Date of Last Chest X-Ray (if applicable);
 - 1233 k. Date of Last Child Abuse training (AB 1207);

- 1234 l. Date of Last Standard Precautions training;
1235 m. Date of last Standards of Conduct training;
1236 n. Date of last Performance Evaluation;
1237 o. Date of last Professional Development Plan;
1238 p. Record of all Staff completing a minimum of 15 clock hours of professional development
1239 per year. For teaching staff, such professional development must meet the requirements
1240 described in section 648A(a)(5) of the Act. Training for child and family services staff on
1241 best practices for implementing family engagement strategies in a systemic way, must
1242 meet requirements as described throughout this part (not required to begin reporting this
1243 information to the Grantee until February 28th of the program year);
1244 2. copies of all job descriptions (Attachment D, Month of August);
1245 3. exposure Control Plan and Staff Training on Blood Borne Pathogens in accordance with 29
1246 CFR 1910.1030(b) (Attachment D, Month of August);
1247 4. a Facility Personnel Report Summary from the Department of Social Services Community
1248 Care Licensing Division showing criminal record clearance and assigned ID numbers
1249 (Attachment D, Month of August);
1250

1251 In addition, the following information must be maintained by the Subrecipient:

- 1252 a. a copy of the criminal background check must be in each employee file; or
1253 b. due to Education Code that prohibits school districts from maintaining copies of staff criminal
1254 record clearance documentation, Subrecipients operated by school districts must maintain and
1255 submit to the Grantee the following information proving background checks were conducted prior
1256 to hire:
1257 i. A letter from the school district indicating the California Department of Education
1258 regulation regarding retention of criminal background clearance information for staff
1259 (Attachment D, Month of August); and
1260 ii. An email from the district's human resources department, or other evidence, for each staff
1261 member with the clearance number (Attachment D, Month of August).
1262 c. all agencies are required to maintain proof of initial health and periodic exams.
1263

1264 The Subrecipient must also:

- 1265 1. ensure employees have a tuberculosis (TB) screening or risk assessment performed by or under the
1266 supervision of a physician to show that employee is cleared to work with children and families;
1267 2. ensure that all staff and volunteers are immunized in accordance with SB 792 at all times and
1268 demonstrate proof of immunization for influenza, pertussis, and measles;
1269 3. provide for the submission of fingerprints of its employees, and the employees of all contractors
1270 who may have more than limited contact with pupils, to the California Department of Justice
1271 (CDOJ) in a manner authorized by the CDOJ. This must be done every five years;
1272 4. not permit any Subrecipient employee, or employee of subcontractors, to work in the program in
1273 any capacity until CDOJ clearance is ascertained;
1274 5. certifies that it and its principals, employees, volunteers and consultants will comply with AB
1275 1207 California Child Care Workers Mandated Child Abuse Reporter training and must retain,
1276 and upon Grantee request, show evidence of, the certificate of completion;
1277 6. provide, each August, the completed aforementioned Human Resources checklist to include the
1278 names of all Subrecipient's employees, consultants, or volunteers as required by law. The
1279 checklist must be updated and resubmitted to OCHS with each new hire, volunteer or consultant is
1280 added;

- 1281 7. keep a receipt of evidence (clearance documents, health exams and immunizations, etc.) on file at
1282 all times;
1283 8. allow the grantee, or its designee, to monitor, through desk and/or on site reviews, all personnel,
1284 consultant, and volunteer records for evidence of the Subrecipient's compliance of all state and
1285 federal laws.
1286

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

1289 **16. PROFESSIONAL DEVELOPMENT**

1290 In accordance with 45 CFR 1302.92, Subrecipient must establish and implement a systematic approach to
1291 staff training and professional development that include coaching and mentoring support and ensures staff
1292 maintain appropriate skills and competencies to provide high quality and comprehensive services to
1293 children and families. (Attachment D, Month of August)
1294

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

- 1327 Subrecipient must implement a research-based, coordinated coaching strategy for education staff that:
- 1328 1. Assesses all education staff to identify strengths, areas of needed support, and which staff would
- 1329 benefit most from intensive coaching;
- 1330
- 1331 2. At a minimum, provides opportunities for intensive coaching to those education staff identified
- 1332 through the process in paragraph (c)(1) of this section, including opportunities to be observed and
- 1333 receive feedback and modeling of effective teacher practices directly related to program
- 1334 performance goals;
- 1335
- 1336 3. At a minimum, provides opportunities for education staff not identified for intensive coaching
- 1337 through the process in paragraph (c)(1) of this section to receive other forms of research-based
- 1338 professional development aligned with program performance goals;
- 1339
- 1340 4. Ensures intensive coaching opportunities for the staff identified through the process in paragraph
- 1341 (c)(1) of this section that:
- 1342
- 1343 a.Align with the program’s school readiness goals, curricula, and other approaches to
- 1344 professional development;
- 1345
- 1346 b.Utilize a coach with adequate training and experience in adult learning and in using
- 1347 assessment data to drive coaching strategies aligned with program performance goals;
- 1348
- 1349 c.Provide ongoing communication between the coach, program director, education
- 1350 director, and any other relevant staff; and,
- 1351
- 1352 d.Include clearly articulated goals informed by the program’s goals, as described in
- 1353 §1302.102, and a process for achieving those goals; and,
- 1354
- 1355 5. Establishes policies that ensure assessment results are not used to solely determine punitive
- 1356 actions for staff identified as needing support, without providing time and resources for staff to
- 1357 improve.
- 1358

1359 The results of monitoring all service areas and management systems must be presented to the governing

1360 body and policy committee to ensure their responsibilities in the monitoring process are conducted using

1361 reliable and accurate information and that all decisions made by the policy committee and the governing

1362 body are data-driven.

1363 Subrecipients must attend all Grantee training sessions as determined necessary by the Grantee to support

1364 compliance with all applicable local, state and federal regulations; compliance with all Service Area

1365 Plans, Policies, and Procedures; and quality services for children and families.

1366

1367 **Safety Training**

1368 All staff with regular child contact must receive initial orientation training within three months of hire and

1369 ongoing training in all state, local, tribal, federal and program-developed health, safety and child care

1370 requirements to ensure the safety of children in their care; including, at a minimum, and as appropriate

1371 based on staff roles and ages of children they work with, training in:

1372

- 1373 a. The prevention and control of infectious diseases;
- 1374 b. Prevention of sudden infant death syndrome and use of safe sleeping practices;

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

1387 All staff with no regular responsibility for or contact with children must receive initial orientation training
 1388 within three months of hire; ongoing training in all state, local, tribal, federal and program-developed
 1389 health and safety requirements applicable to their work; and training in the program’s emergency and
 1390 disaster preparedness procedures.

1391 **17. PROGRAM SELF-ASSESSMENT**

1392 Subrecipient shall conduct a comprehensive Self-Assessment annually, inclusive of program services and
 1393 management systems including Human Resources, Program Planning and Service System Design, Data
 1394 and Evaluation, Fiscal Management, Community and Self-Assessments, Facilities and Learning
 1395 Environments, Technology and Information Systems, Training and Professional Development,
 1396 Communication, Record-Keeping and Reporting, Ongoing Monitoring and Continuous Improvement, and
 1397 Governance.

1399 The Self-Assessment shall evaluate the program’s progress towards meeting goals and objectives using
 1400 aggregated child assessment data where applicable, compliance with the Head Start Program Performance
 1401 Standards throughout the program year, and the effectiveness of the professional development and family
 1402 engagement systems in promoting school readiness, using classroom, professional development and
 1403 parent and family engagement data as appropriate. In addition, Subrecipient shall use the Self-Assessment
 1404 in the establishment of program goals for improving the school readiness of children participating in the
 1405 program, including school readiness goals that are aligned with the Head Start Early Learning Outcomes
 1406 Framework 2015, California State early learning standards as appropriate, and requirements and
 1407 expectations of the schools the children will be attending; and use lessons from the Self-Assessment to
 1408 identify program needs and develop and implement plans for program improvement.

1410 Subrecipient must conduct the Self-Assessment as designated by the Grantee, including timelines,
 1411 implementation process, tools, forms, and reports. Subrecipient must provide training to the Self-
 1412 Assessment team which must include parents and community members.

1414 Subrecipient will inform the Grantee of the scheduled date of the Self-Assessment no later than October
 1415 31st of the Agreement year (Attachment D, Month of October). Subrecipient’s Self-Assessment must be
 1416 completed no later than April 30th of the Agreement year.

1418 Subrecipient will submit its Self-Assessment Report of Findings and Recommendations to the Grantee,
 1419 utilizing the report template provided by the Grantee, no later than thirty (30) calendar days from the
 1420 completion of the Self-Assessment. The Self-Assessment Report document must have signatures of both

1421 the Governing Body and Policy Committee Chairs verifying approval, along with Governing Body and
1422 Policy Committee minutes documenting each group’s participation in the development and approval of
1423 the Self-Assessment Report and Recommendations (Attachment D, Month of April).

1424

1425 Not later than thirty (30) calendar days after receiving the Self-Assessment Report of Findings and
1426 Recommendations from the Subrecipient, the Grantee shall either approve such report or specify the
1427 reasons why the report cannot be approved and expected next steps.

1428

1429 Subrecipient may request technical assistance from the Grantee Executive Director as needed for
1430 assistance in developing an appropriate Self-Assessment Report and Recommendations.

1431 **18. RISK MANAGEMENT**

1432 The Grantee may schedule and hold risk management meetings with the Subrecipient as needed.
1433 Subrecipient will be required to play an active role in this process. At very least, the Subrecipient’s
1434 Executive Director/Director, Governing Body Chair/President and Policy Committee Chair or designated
1435 Policy Committee Officer, must attend and participate in this process. At its sole discretion, the Grantee
1436 may require additional Subrecipient staff, Governing Body and Policy Committee members to attend. The
1437 purpose of this meeting is to recognize program strengths, identify risks, identify whether the
1438 Subrecipient is meeting the requirements under this Agreement, and/or to prevent or reduce risks through
1439 early identification of areas of performance that need improvement. The outcome of this meeting will be a
1440 comprehensive action plan that addresses areas in need of support and improvement, in an effort to guide
1441 ongoing monitoring, training and technical assistance, and the refunding process. Additional meetings
1442 will be held as needed to gauge progress in meeting goals or sustaining improvements.

1443

1444 OCHS’s first commitment to each of its Subrecipients is to support and assist with problems to attempt to
1445 avoid the laborious and negative results that program transitions will have on children, families, and
1446 communities. However, per 45 CFR Part 1303.30, OCHS is accountable for the services its Subrecipients
1447 provide. OCHS supports, oversees, and ensures the Subrecipient provides high-quality services to
1448 children and families and meet all applicable requirements. In addition, OCHS faces the ultimate
1449 requirement of having to re-compete for its funding if any of the seven issues identified in 45 CFR Part
1450 1304.11 are found to exist at any of its agencies. The enforcement efforts for OCHS are an attempt to
1451 align its support activities with the Head Start Act, its regulations, and the seven “triggers” to avoid
1452 having to take drastic action.

1453 **19. DEFICIENCY DESIGNATION AND DEFINITION**

1454 At a minimum, Subrecipient must demonstrate a level of compliance with the Federal and State
1455 requirements such that no deficiency exists in its program. If the Grantee determines that the Subrecipient
1456 meets one of the criteria for a deficiency, as defined in Section 637(2)(A-C) of the Act, the Grantee shall
1457 inform the Subrecipient of the deficiency. The term deficiency means:

1458

1459 A systemic or substantial material failure of the Subrecipient in an area of performance that the Grantee
1460 determines involves:

1461

1. a threat to the health, safety or civil rights of children or staff;
- 1462 2. a denial to parents of the exercise of their full roles and responsibilities related to program
1463 operations;

- 1464 3. a failure to perform with standards related to Early Childhood Development and Health Services,
1465 Family and Community Partnerships, or Program Design and Management;
- 1466 4. the misuse of Early Head Start grant funds; or
- 1467 5. the loss of legal status or financial viability, loss of permits, debarment from receiving Federal
1468 grants or Agreements or the improper use of Federal funds; Failure to meet any other Federal or
1469 State requirements including, but not limited to, the Head Start Act or one or more of the
1470 regulations under Parts 1301 through 1305 of the Head Start Program Performance Standards, and
1471 which the Subrecipient has shown an unwillingness or inability to correct within the period
1472 specified by the Grantee.
- 1473 6. systemic or material failure of the Subrecipient Governing Body to fully exercise its legal and
1474 fiduciary responsibility; and
- 1475 7. an unresolved area of non-compliance.

1476 **20. NOTIFICATION TO SUBRECIPIENT AGENCIES OF DEFICIENCY(IES) AND FOLLOW-**
1477 **UP CORRECTIONS AND SANCTIONS**

1478 If it is determined by the Grantee that the Subrecipient has one or more deficiencies, as defined in the
1479 Head Start Act, Sect 637(2), fails to address the communitywide strategic planning and needs assessment,
1480 or is at risk of one or more of the criterion under 45 CFR 1304, the Grantee may place the Subrecipient on
1481 a deficiency status.
1482

1483 The Grantee shall inform the Subrecipient of its decision to place the Subrecipient on deficiency status,
1484 the deficiencies to be corrected, and which Enforcement Sanctions (see Section 8) will be applied during
1485 and/or after the correction period. With respect to each identified deficiency, the Subrecipient will be
1486 required to:

- 1487 a. correct the deficiency immediately, if the Grantee finds that the deficiency threatens the health
1488 or safety of staff or program participants or poses a threat to the integrity of Federal funds;
- 1489 b. correct the deficiency not later than 90 calendar days after notification of the deficiency if the
1490 Grantee finds, in its sole discretion of the Grantee, that such a 90 calendar day period is
1491 reasonable, in light of the nature and magnitude of the deficiency; or
- 1492 c. comply with grantee’s requirements as specified on the Grantee’s Monitoring Report.

1493
1494 Once the Subrecipient is placed on deficiency status, the Subrecipient shall:

- 1495 1. develop a Corrective Action Plan (CAP) on the Grantee’s Monitoring Report to be submitted to
1496 the Grantee within 30 calendar days. The CAP must be accompanied by proper Governing Body
1497 and Policy Committee approvals which includes signed statements from Subrecipient Board and
1498 Policy Committee Chairs, Governing Body and Policy Committee minutes documenting each
1499 group’s participation in the development corrective action, policies, procedures, plans, etc., their
1500 understanding program operation changes, the vote and approval and the
1501 required/requested/modified/revised documents. The CAP must specify:
 - 1502 a. the deficiency(ies) to be corrected;
 - 1503 b. all actions (including changes to policies and/or systems), to be taken to correct such
1504 deficiencies;
 - 1505 c. the timetable for accomplishment of the corrective actions specified; and
- 1506 2. correct each deficiency identified, not later than the grantee’s designated date for correction of
1507 such deficiency specified on such report.
1508

1509 Within fifteen (15) business days after each designated date for correction, the Subrecipient shall re-
1510 submit a validation CAP to the Grantee ensuring the corrective action steps and dates, using the validation
1511 step and date sections on the form, for each deficiency. Grantee may require shorter deadlines for
1512 corrective actions depending on the nature or severity of the findings (e.g., 48 hour CAPs for health and
1513 safety or fiscal issues or thirty (30) days for non-compliances the Subrecipient failed to correct within its
1514 allocated/required timelines). The validation CAP must be accompanied by all supporting documentation
1515 to validate that the corrective actions have taken place, and a letter from the Subrecipient’s Board
1516 Chair/President noting the Governing Body assures the deficiencies have been corrected and will be
1517 sustained. The letter must:

- 1518 a. describe the deficiency;
 - 1519 b. explain all actions taken to remedy the deficiency;
 - 1520 c. explain how the actions ensure that compliance will be maintained in the future;
 - 1521 d. state that the issues have been remedied;
 - 1522 e. specify the date of validation, and;
 - 1523 f. be signed by the Subrecipient’s Board and Policy Committee Chairpersons.
- 1524

1525 The Grantee may require training and technical assistance (T/TA) be given to the Subrecipient with
1526 respect to the development and/or implementation of such CAPs or anytime as deemed necessary by the
1527 grantee to support the Subrecipient in meeting all compliance, contract and quality standards. Refusal by
1528 the Subrecipient to participate in such T/TA may be deemed a breach of this agreement and grounds for
1529 termination of the Agreement. Failure to participate in T/TA does not release the Subrecipient from its
1530 responsibility to correct the concern(s), non-compliance(s), and/or deficiency(ies).

1531 The Grantee will verify that correction of the deficiency(ies) is complete prior to releasing the
1532 Subrecipient from deficiency status.

1533
1534 If Grantee determines that the Subrecipient fails to correct, the Grantee may initiate proceedings to
1535 terminate the designation of the Subrecipient.

1536
1537 OCHS staff may attend the Subrecipient’s monthly governing body and Policy Committee meetings to
1538 ensure the governing body is involved in the oversight of the changes the agency implements. This allows
1539 the governing body and Policy Committee to provide the Grantee with clarifications about the activities to
1540 correct deficiencies.

1541 **21. SPECIAL AWARD OR AGREEMENT CONDITIONS**

1542 The Grantee monitors the Subrecipient’s compliance and risk on an ongoing basis. The Grantee may
1543 impose special conditions and/or sanctions on the Subrecipient if the Grantee has determined that the
1544 Subrecipient:

- 1545 a. has a history of poor performance;
- 1546 b. is financially unstable;
- 1547 c. receives a qualified audit, an adverse opinion, or auditors opinion that contains a “going concern”
1548 statement;
- 1549 d. receives a Management Letter from their independent auditors that denotes specific internal
1550 control weaknesses;
- 1551 e. has a management system (e.g., Human Resources, Program Planning and Service System Design,
1552 Data and Evaluation, Fiscal Management, Community and Self-Assessments, Facilities and
1553 Learning Environments, Technology and Information Systems, Training and Professional

- 1554 Development, Communication, Record-Keeping and Reporting, Ongoing Monitoring and
1555 Continuous Improvement, and Governance) which does not meet the standards of this Agreement;
- 1556 f. has acted in a way that is a material breach of Subrecipient's Agreement with OCHS, as
1557 determined by the Grantee;
 - 1558 g. has not provided evidence of compliance with applicable legislation, regulations, or Grantee
1559 directives;
 - 1560 h. has not conformed to the terms or conditions of a previous award, or the directives for a pending
1561 award; or, is not otherwise responsible, including, but not limited to, creating circumstances which
1562 may endanger or compromise the continuation of ACF/DHHS funding to the Grantee or result in a
1563 deficiency charged to the Grantee;
 - 1564 i. has a non-compliance in any area as determined by the Grantee, the Office of Head Start, or any
1565 other regulatory Agency;
 - 1566 j. submits to Grantee any reports which are incorrect or incomplete in any material respect and/or
1567 which are not submitted according to deadlines;
 - 1568 k. maintains a pattern of discrimination;
 - 1569 l. if Subrecipient is in default of any of the provisions of this Agreement or violates any of the
1570 covenants, assurances, stipulations or conditions of this Agreement;
 - 1571 m. fails, for any reason, to fulfill in a timely, proper, and reasonable manner its obligations under
1572 this Agreement;
 - 1573 n. utilizes funds provided under this Agreement improperly;
 - 1574 o. fails to comply with applicable federal, California and local laws, administrative regulations, or
1575 executive orders;
 - 1576 p. has a systemic or substantial material failure in an area of performance that Grantee determines
1577 involves a threat to the health, safety, or civil rights of children or staff;
 - 1578 q. denies parents the right to exercise their full roles and responsibilities related to program
1579 operations;
 - 1580 r. has a failure to comply with standards related to early childhood development and health services,
1581 family and community partnerships, or program design and management;
 - 1582 s. has failure to meet Federal or California requirements that the Subrecipient has shown an
1583 unwillingness or inability to correct, after notice from the Grantee, with the period specified in
1584 accordance with the procedures outlined in this Agreement; and/or,
 - 1585 t. does not adhere to Grantee requests, requirements, and/or timelines.

1586
1587 If special conditions are imposed by the Grantee, the Subrecipient will be notified in writing and the
1588 notification will include the following items:

- 1589 a. the nature of the special conditions/restrictions,
- 1590 b. the reasons for imposing them,
- 1591 c. the corrective actions which must be implemented by the Subrecipient with regard to these
1592 special conditions before they will be removed,
- 1593 d. the consequences for deficiency with the special conditions,
- 1594 e. the time period for correction of deficiencies, and
- 1595 f. technical assistance that will be provided for, by the Grantee.

1596
1597 In the event that special conditions are attached to this Agreement, Grantee will notify ACF that special
1598 conditions have been imposed on the Subrecipient Agency.

1600 Identification of special conditions and/or restrictions: Any or all Sanctions (see Section 8) may be
1601 imposed in the event that special conditions are attached to the Agreement.

1602 **22. INTERIM ADMINISTRATIVE MANAGEMENT**

1603 Interim Administrative Management is in response to the lack of sufficient program, administrative, or
1604 fiscal compliance that results in a deficiency in the Agency’s operations. A special condition will be
1605 placed on the Subrecipient Agency’s Agreement and written notification to the Subrecipient’s Board of
1606 Directors (or Board of Education) will be provided indicating the commencement of interim
1607 administrative management and the conditions required for the removal of the Special Condition.
1608

1609 Grantee will assign an OCHS employee and/or an independent consultant Contracted by OCHS to
1610 oversee the aspects of the Subrecipient’s operations that are identified as the basis for implementing
1611 interim administrative management. All programmatic, fiscal, and/or administrative systems decisions
1612 must be reviewed and approved by the assigned employee or consultant prior to action being taken by the
1613 Subrecipient Agency. The on-site monitor will provide written reports to the Subrecipient Board of
1614 Directors/Education and the Subrecipient’s Early Head Start Director identifying issues that must be
1615 corrected and/or reasons for disapproval of anticipated Subrecipient Agency action(s). The Subrecipient’s
1616 Board and Policy Committee will be advised of the actions that must be taken and the time frame for
1617 compliance in order for the interim administrative management to be removed.
1618

1619 OCHS will determine whether the Subrecipient is in compliance with all programmatic, fiscal, and/or
1620 administrative systems requirements and will provide the Subrecipient written notice of the removal of
1621 Interim Administrative Management.

1622 **23. DISALLOWANCE OF PAYMENTS AND SUSPENSION**

1623 *Suspension or Disallowance of Payments Suspension of Performance*

1624 Grantee may suspend or disallow payment to Subrecipient in whole or in part under this Agreement,
1625 and/or to suspend performance under this Agreement, in the event of any of the following occurrences:
1626

- 1627 a. if Subrecipient shall have made any intentional material misrepresentation with respect to any
1628 information or data furnished to Grantee in connection with this Agreement;
- 1629 b. if Subrecipient submits to Grantee any reports which are incorrect or incomplete in any material
1630 respect and/or which are not submitted according to deadlines;
- 1631 c. if Subrecipient claims any cost that Grantee or its auditors determines to be questioned/able or
1632 disallowed;
- 1633 d. if Subrecipient maintains a pattern of discrimination;
- 1634 e. if Subrecipient is in default of any of the provisions of this Agreement or violates any of the
1635 covenants, assurances, stipulations or conditions of this Agreement;
- 1636 f. if Subrecipient shall fail, for any reason, to fulfill in a timely, proper, and reasonable manner its
1637 obligations under this Agreement;
- 1638 g. if Subrecipient dissolves, becomes insolvent, has an assignment for the benefit of creditors,
1639 commences a bankruptcy or insolvency proceeding, or has a receiver appointed for its property;
- 1640 h. if HHS reduces funding to Grantee below the amount in existence at the time the Grantee and
1641 Subrecipient entered into this Agreement or suspends funding to Grantee;
- 1642 i. if Subrecipient utilizes funds provided under this Agreement improperly;
- 1643 j. if Subrecipient fails to comply with applicable federal, California and local laws, administrative
1644 regulations, or executive orders;
- 1645 k. a systemic or substantial material failure of Subrecipient in an area of performance that Grantee
1646 determines involves a threat to the health, safety, or civil rights of children or staff; Denial to
1647 parents of the exercise of their full roles and responsibilities related to program operations;

- 1648 l. a failure to comply with standards related to early childhood development and health services,
1649 family and community partnerships, or program design and management;
1650 m. failure to meet Federal or California requirements that the Subrecipient has shown an
1651 unwillingness or inability to correct, after notice from the Grantee, with the period specified in
1652 accordance with the procedures outlined in this Agreement.

1653 **24. TERMINATION OF AGREEMENT**

1654 Pursuant to Section 641A (d)(4) of the Head Start Act, the Grantee may terminate this Agreement for
1655 cause or by determining that such a decision would be cost effective.
1656

1657 Termination for cause shall include the following:

- 1658 a. if Subrecipient makes any intentional material misrepresentation with respect to any information
1659 or data furnished to Grantee in connection with this Agreement;
1660 b. if Subrecipient submits to Grantee any reports which are incorrect or incomplete in any material
1661 respect and/or which are not submitted according to deadlines;
1662 c. if Subrecipient maintains a pattern of discrimination;
1663 d. if Subrecipient is in default of any of the provisions of this Agreement or violates any of the
1664 covenants, assurances, stipulations, or conditions of this Agreement;
1665 e. if Subrecipient fails, for any reason, to fulfill in a timely, proper, and reasonable manner its
1666 obligations under this Agreement;
1667 f. if Subrecipient dissolves, becomes insolvent, has an assignment for the benefit of creditors
1668 commences a bankruptcy or insolvency proceeding, or has a receiver appointed for its property;
1669 g. if Subrecipient utilizes funds provided under this Agreement improperly;
1670 h. if Subrecipient fails to comply with applicable federal, California and local laws, administrative
1671 regulations, or executive orders;
1672 i. a systemic or substantial material failure of the Subrecipient in an area of performance that
1673 Grantee determines involves a threat to the health, safety, or civil rights of children or staff;
1674 j. if Subrecipient denies parents the ability to exercise their full roles and responsibilities related to
1675 program operations;
1676 k. a failure to comply with the Head Start Act and applicable standards related to early childhood
1677 development and health services, family and community partnerships, or program design and
1678 management;
1679 l. failure to meet federal or California requirements that Subrecipient has shown an unwillingness or
1680 inability to correct, after notice from Grantee within the period specified;
1681 m. if Subrecipient is unable or unwilling to comply with any additional conditions as may be lawfully
1682 applied by HHS or the Grantee;
1683 n. if the Subrecipient fails to meet material conditions of this Agreement at any time;
1684

1685 Additionally, Subrecipient may be terminated or required to re-compete for its funding if the Grantee or a
1686 responsible HHS official determines that one or more of the following seven conditions existed during the
1687 Agreement period that would put the Grantee in jeopardy of losing its funding:
1688

- 1689 a. The Subrecipient has been determined by the Grantee or responsible HHS official to have one or
1690 more deficiencies on a single review;
1691
1692 b. The Subrecipient has been determined not to have:

- 1693 i. established program goals for improving the school readiness of children participating in
 1694 its program in accordance with the requirements of Section 641A(g)(2) of the Act and
 1695 demonstrated that such goals:
- 1696 • appropriately reflect the ages of children, birth to five (5), participating in the
 1697 program;
 - 1698 • align with the Head Start Child Development and Early Learning Outcomes
 1699 Framework 2015, State early learning guidelines, and the requirements and
 1700 expectations of the schools, to the extent that they apply to the ages of children,
 1701 birth to five, participating in the program and at a minimum address the required
 1702 domains for Early Head Start (5 domains);
 - 1703 • were established in consultation with the parents of children participating in the
 1704 program.
- 1705 ii. taken steps to achieve the school readiness goals demonstrated by:
- 1706 • aggregating and analyzing aggregate child-level assessment data at least three (3)
 1707 times per year, including for sub-groups, such as dual language learners and
 1708 children with disabilities, as appropriate, and using that data in combination with
 1709 other program data to determine Subrecipients' progress toward meeting its goals,
 1710 to inform parents and the community of results, and to direct continuous
 1711 improvement related to curriculum choice and implementation, instruction,
 1712 professional development, program design and other program decisions;
 - 1713 • analyzing individual ongoing, child-level assessment data for all children birth to
 1714 age five (5) participating in the program and using that data in combination with
 1715 input from parents and families to determine each child's status and progress with
 1716 regard to, at a minimum, the five required domains for Early Head Start to
 1717 individualize the experiences, instructional strategies, and services to best support
 1718 each child; and
 - 1719 • implementing strategies for achieving their goals and ensuring compliance, and
 1720 revise those strategies over time to reflect their progress and shifting priorities.
- 1721
- 1722 c. the Subrecipient has been determined during the Agreement period:
- 1723 i. to have an average score across all classrooms observed below the following minimum
 1724 thresholds on any of the three CLASS: Pre-K domains from the most recent CLASS: Pre-
 1725 K observation:
 - 1726 • for the Emotional Support domain the minimum threshold is a six (6);
 - 1727 • for the Classroom Organization domain, the minimum threshold is a six (6);
 - 1728 • for the Instructional Support domain, the minimum threshold is a (3), with constant
 1729 improvements being made until a six (6) is achieved.
 - 1730 ii. to have an average score across all classrooms observed that is in the lowest 10 percent on
 1731 any of the three CLASS: Pre-K domains from the most recent CLASS: Pre-K observation
 1732 among those currently being reviewed unless the average score across all classrooms
 1733 observed for that CLASS: Pre-K domain is equal to or above the standard of excellence
 1734 that demonstrates that the classroom interactions are above an exceptional level of quality.
 1735 For all three domains, the “standard of excellence” is a 6.
- 1736
- 1737 d. the Subrecipient is, at risk of, or has had a revocation of its license to operate an Early Head Start
 1738 center or program by a state or local licensing agency during the Agreement period and the
 1739 revocation has not been overturned or withdrawn before the next Agreement period. A pending

1740 challenge to the license revocation or restoration of the license after correction of the violation
1741 shall not affect application of this requirement.
1742

- 1743 e. the Subrecipient is, at risk of, or has been suspended from the Early Head Start program by the
1744 Grantee during the Agreement period and the suspension has not been overturned or withdrawn. If
1745 there is a pending appeal and the Subrecipient did not have an opportunity to show cause as to
1746 why the suspension should not have been imposed or why the suspension should have been lifted
1747 if it had already been imposed, the Subrecipient will not be required to compete based on this
1748 condition. If a Subrecipient has received an opportunity to show cause, the condition will be
1749 implemented regardless of appeal status.
1750
- 1751 f. the Subrecipient is, at risk of, or has been debarred from receiving federal or state funds from any
1752 federal or state department or agency or has been disqualified from the Child and Adult Care Food
1753 Program (CACFP) any time during the Agreement period.
- 1754 g. the Subrecipient is, at risk of, or has been determined within the twelve months (12) proceeding to
1755 be at risk of failing to continue functioning as a going concern. The final determination is made by
1756 a review of the findings and opinions of an audit conducted in accordance with Section 647 of the
1757 Act; an audit, review or investigation by a State Agency; a review by the National External Audit
1758 Review (NEAR) Center; or an audit, investigation or inspection by the Department of Health and
1759 Human Services Office of Inspector General.

1760 ***Transfer of Agreement***

1761 The Grantee may assign and transfer this Agreement when required by ACF/DHHS without the consent
1762 of Subrecipient.
1763

1764 If Subrecipient is unable or unwilling to comply with such additional conditions as may be lawfully
1765 applied by ACF/DHHS to the grant and to the Grantee, Subrecipient shall terminate this Agreement by
1766 giving ninety (90) days written notice to the Grantee signifying the effective date thereof. In this event,
1767 the Grantee will take measures as necessary to ensure that adequate arrangements are made for the
1768 transfer of the Subrecipient activities to another Subrecipient or to the Grantee. If Subrecipient does not
1769 provide timely notice of such termination, the Grantee may unilaterally effect the termination.
1770

1771 ***Termination Procedure***

1772 In the event of any termination, all property and finished or unfinished documents, data, studies and
1773 reports purchased or prepared by the Subrecipient under this Agreement shall be disposed of according to
1774 ACF/DHHS and Grantee written directives. Subrecipient shall be entitled to compensation for any un-
1775 reimbursed expenses reasonably and necessarily incurred in satisfactory performance of this Agreement.
1776

1777 Notwithstanding the above, Subrecipient shall not be relieved of liability to the Grantee for damages
1778 sustained by the Grantee by virtue of any breach of the Agreement by Subrecipient, and the Grantee may
1779 withhold any reimbursement to the Subrecipient for the purpose of expense off-set until such time as the
1780 exact amount of damages due to the Grantee from Subrecipient is agreed upon or otherwise determined.
1781

1782 In accordance with 45 CFR 1304.7, Subrecipient is not authorized to charge to its grant legal fees or other
1783 costs incurred to appeal terminations, reductions of funding, or denials of applications of refunding
1784 decisions.
1785

1786 If this Agreement is terminated by Grantee, Subrecipient shall be paid for costs actually incurred and
1787 allowable under the terms of this Agreement, to the effective date of termination, less the amount of any
1788 advance payment previously made and not accounted for. Upon termination of this Agreement,
1789 Subrecipient shall not incur any obligations after the effective date of such termination, unless expressly
1790 authorized by Grantee, in writing. Grantee shall not be liable for any claims of Subrecipient for
1791 consequential damages. In the event of termination, all property procured with Early Head Start funds and
1792 finished or unfinished documents, data, studies and reports purchased or prepared by Subrecipient under
1793 this Agreement shall, at the option of Grantee, become the property of Grantee or be otherwise disposed
1794 of as directed by Grantee in writing, provided that Subrecipient has received full reimbursement for its
1795 costs associated with the purchase or preparation of said finished or unfinished documents, data, studies
1796 and reports.

1797
1798 If Grantee has any claims of breach against Subrecipient for Grantee liability for funds wrongfully spent
1799 by Subrecipient, disallowed costs, or audit exceptions under this Agreement, Grantee shall pursue its
1800 remedies in accordance with the law and applicable regulations. Notwithstanding the above, Subrecipient
1801 shall not be released of liability by Grantee for damages sustained by Grantee by virtue of any breach
1802 of this Agreement by Subrecipient, including Grantee liability for funds wrongful or misspent by
1803 Subrecipient, disallowed costs, or audit exceptions under this Agreement. Grantee may withhold any
1804 payment or reimbursement to Subrecipient for purposes of setoff until such time as the exact amount
1805 of damages due Grantee from Subrecipient is agreed upon or otherwise determined. Neither this
1806 Section, nor any other provision of this Agreement, shall release Subrecipient from its liability to
1807 Grantee for wrongfully or misspent funds or disallowed costs should the amount of those wrongful
1808 or misspent funds or disallowed costs exceed the amount of any payment or reimbursement due
1809 Subrecipient.

1810 **25. APPEALS OF TERMINATION OR DEFUNDING**

1811 The Grantee has established a process for terminating or defunding of a Subrecipient, including an appeal
1812 of such decisions, and will ensure the process is fair and timely. The Grantee will notify the responsible
1813 Health and Human Services, Administration of Children and Families official about final decisions, if
1814 applicable.

1815 **26. FISCAL MANAGEMENT**

1816 Subrecipient must meet the standards for a sound financial management system as set forth in 45 CFR 75,
1817 2 CFR 200, and 45 CFR 1301-1305, Head Start Act, and all other applicable federal and state regulations.

1818
1819 ***Financial Reporting System***

1820 Accurate, current and complete disclosure of the results of the Early Head Start program shall be made in
1821 accordance with the provisions of this Section. Financial reporting shall comply with commercial
1822 auditing standards for Early Head Start funded programs and shall be maintained in such a manner as will
1823 minimize audit exceptions. In accordance with Section 642 of the Head Start Act of 2007, the
1824 Subrecipient shall produce monthly financial reports for the Board and Policy Committee on Head Start
1825 activities. These reports shall be submitted to the Grantee and as an attachment to the minutes of their
1826 respective meetings.

1827 In support of the financial management system, Subrecipient shall have written accounting procedures,
1828 which follow Federal Regulations and provide for consistent reporting of financial transactions
1829 (Attachment D, Month of August).

1830 Subrecipient is expected to use the funds for the purpose stated in the grant award. Guidance on
1831 allowable and non-allowable costs is outlined in 45 CFR 75 and 2 CFR Part 200 and must be followed for
1832 any expenses charged to the Early Head Start Grant.
1833

1834 ***Fiscal Monitoring and Reporting Program Performance***

1835 The Grantee and Subrecipient are responsible for oversight of the operations of the federal award
1836 supported activities. The Subrecipient must monitor its activities two times per year, in the months of
1837 December and May, under Federal awards to assure compliance with applicable federal requirements and
1838 performance expectations are being achieved. Monitoring by the Subrecipient must cover each program,
1839 function or activity. Subrecipient must develop and submit to the Grantee a Corrective Action Plan (CAP)
1840 for its fiscal self-ongoing monitoring, utilizing the CAP template provided by the Grantee, with
1841 Governing Body and Policy Committee approvals, twice per program year. The CAP document must
1842 have signatures of both the Governing Body and Policy Committee Chairs verifying approval, along with
1843 Governing Body and Policy Committee minutes documenting each group's participation in the
1844 development and approval of the CAP. (Attachment D, Months of December and May)
1845

1846 In addition, the Subrecipient shall re-submit the CAP to the Grantee indicating validation steps and dates
1847 for each non-compliance or deficiency. The CAP document must have signatures of both the Governing
1848 Body and Policy Committee Chairs, along with Governing Body and Policy Committee minutes,
1849 verifying all non-compliances or deficiencies have been corrected. (Attachment D, Months of February
1850 and July)
1851

1852 The Subrecipient must use Grantee standard data elements for collection of performance information.
1853 The Subrecipient must submit performance reports at the interval required by the Grantee to best inform
1854 improvements in program outcomes and productivity.

1855 The Subrecipient must submit performance reports using Grantee approved information collections when
1856 providing performance information. As appropriate in accordance with above mentioned information
1857 collections, these reports will contain:

- 1858 a. a comparison of actual accomplishments to the objectives of the Federal award established for the
1859 period. Where the accomplishments of the federal award can be quantified, a computation of the
1860 cost (for example, related to units of accomplishment) may be required if that information will be
1861 useful. Where performance trend data and analysis would be informative to the Grantee, the
1862 Grantee may include this as a performance reporting requirement.
- 1863 b. the reasons why established goals were not met, if appropriate.
- 1864 c. additional pertinent information including, when appropriate, analysis and explanation of cost
1865 overruns or high unit costs.

1866 The Grantee shall monitor the activities of the Subrecipient as necessary to ensure that the funding is used
1867 for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of
1868 the sub award; and that the Subrecipient performance goals are achieved. Grantee monitoring of the
1869 Subrecipient will include:

- 1870 a. reviewing financial and performance reports required by the Grantee, state and federal regulations.
- 1871 b. following-up and ensuring that the Subrecipient takes timely and appropriate action on all
1872 concerns, non-compliances and deficiencies pertaining to the Federal award provided to the
1873 Subrecipient from the Grantee detected through audits, on-site reviews, and/or any other means.
- 1874 c. issuing a management decision for audit findings pertaining to the Federal award provided to the
1875 Subrecipient from the Grantee.

1876 The use of Early Head Start funds may not be used to pay the costs of other programs, whether collocated
1877 or partnered, pending the receipt of cash advances or cost reimbursement from state or other funding
1878 sources due to economic conditions, failure to approve state budgets, reductions to programs funded by
1879 the state, etc.

1880
1881 Payments to Subrecipient of Early Head Start funds will be done in accordance with the Subrecipient's
1882 budget for the program year. It is expected that the budget will reflect the appropriate funding for the
1883 Subrecipient's Early Head Start program and that funds will be expended for allowable budgeted
1884 expenses. The Grantee will, as stated elsewhere in this Agreement, review Subrecipient program costs to
1885 insure that funding is being utilized as budgeted.

1886
1887 The Grantee reserves the right to reduce Subrecipients' current and/or future Grant funding if
1888 Subrecipient consistently demonstrates that funding is in excess of what Subrecipient requires to
1889 adequately fund its Early Head Start program and comply with applicable Head Start Program
1890 Performance Standards.

1891
1892 ***Annual Audits***

1893 Subrecipient shall have an annual audit, which conforms to 45 CFR 75 and 2 CFR Part 200. (Attachment
1894 D, Month of January).

1895 If OCHS provides the Subrecipient more than twenty-five percent (25%) of its total funding, the
1896 Subrecipient shall separate Early Head Start funding from other sources of funding in its Annual Audit. A
1897 copy of the organization-wide audit report, with accompanying management letter, shall be provided to
1898 the Director of Finance of the Grantee annually, within thirty (30) days after receipt of the audit report.
1899 Any non-compliance issues must be addressed with a corrective action plan inclusive of a timeline for
1900 action, which shall also be provided simultaneously to the Executive Director of the Grantee. The
1901 Subrecipient's Governing Body must approve the CAP and the appropriate action to ensure all issues are
1902 corrected in a timely manner.

1903
1904 ***Payments/Reimbursements***

1905 Subrecipient shall limit payment requests to amounts needed to meet immediate cash requirements, and
1906 shall limit excessive amounts in interest bearing accounts to insure that cash assets are insured under
1907 FDIC rules, or that funds are collateralized by the financial institution holding the funds for the
1908 Subrecipient. Subrecipient shall be mindful of, and adhere to, the limitations in its own rate of withdrawal
1909 of funds under the approved program budget and of the requirement to liquidate all obligations within 60
1910 calendar days after expiration of the Agreement. Subrecipient is responsible for obtaining all outstanding
1911 invoices for goods and services from vendors to ensure obligations are liquidated within this time period.
1912 No obligations or payment of liquidations will be allowed after the sixty (60) calendar day period.

1913
1914 Reimbursements by the Grantee to the Subrecipient shall be made in accordance with the policies,
1915 procedures, and standards established by the Grantee. The Grantee shall not unreasonably withhold
1916 reimbursements. The Grantee shall make payment under this Agreement only after timely receipt of
1917 Subrecipient's Invoice for Reimbursement, which shall be consistent with the approved budget. Such
1918 invoices must be accurate and reflect the financial activity of the period covered by the invoice. All costs
1919 shall be supported by properly propagated and executed payrolls, time records, invoices, agreements,
1920 vouchers, non-federal share documentation, or other official documentation, which shall be at the sole
1921 discretion of the Grantee, evidencing in proper detail the nature and propriety of the charge.

1922

1923 The Grantee reserves the right to withhold reimbursement or advance payments if supporting
1924 documentation for federal and non-federal share is inadequate or late. Advance payments shall be made at
1925 the sole discretion of the Grantee or as mutually agreed upon by Grantee and Subrecipient, and shall be
1926 limited to estimated expenditures for the succeeding thirty (30) day period, less unexpended funds
1927 advanced in the previous period. Expenditures that exceed allowable budget flexibility will not be
1928 reimbursed, unless prior written approval from the Grantee has been obtained. No funds identified in this
1929 Agreement shall, without advance written approval of Grantee, be obligated before the beginning of the
1930 term or after the ending of the term.

1931
1932 Monthly fiscal reports are due to the Grantee no later than twenty (20) calendar days following the end of
1933 each month.

1934
1935 Subrecipient will be liable for and will repay to Grantee any amounts expended under this Agreement
1936 found not to be in accordance with the Early Head Start program and the provisions of this Agreement
1937 including, but not limited to, disallowed costs. Such repayment will be from sources of funds other than
1938 those funds received under this Agreement.

1939 If the Subrecipient anticipates an aggregated cost savings of \$5,000 or more and would like to use those
1940 funds for items not budgeted in the original grant application, a formal written request (Budget
1941 Adjustment Request) with an accompanying documents and Board and Policy Committee approval,
1942 which includes signed statements from Subrecipient Board and Policy Committee Chairs along with
1943 Governing Body and Policy Committee minutes documenting each groups participation in the
1944 development of the budget changes being requested and its approval, must be submitted to the Grantee no
1945 later than March 31st, explaining the reasons for surplus funds, assuring surplus funds are not due to
1946 under-enrollment and the proposed reallocation of those funds (Attachment D, As Needed/Required). If
1947 acceptable to and approved by the Grantee and necessary, the Subrecipient's formal request will be
1948 forwarded to ACF by the Grantee within forty five (45) days of year-end for approval. The Subrecipient
1949 shall not proceed with the changes until written Grantee approval has been received.

1950
1951 ***Non-Federal Share***

1952 Subrecipient shall create or revise its Non-Federal Share Plan on an annual basis (Attachment D, Month
1953 of August). Subrecipient shall contribute the amount specified in Attachment B, attached hereto and
1954 incorporated herein by reference, as the local contribution to the Early Head Start Program as specified
1955 herein. If the federal share of the program cost is increased or decreased, the local contribution shall be
1956 adjusted accordingly and Attachment B shall be revised to reflect the changes. The valuation of local
1957 contributions and accounting therefore shall conform to the provisions of 45 CFR Part 75.306. The non-
1958 federal share shall not be required to exceed twenty percent (twenty (20%) of the total cost of the program
1959 (twenty-five (25%) of the federal share).

1960
1961 Subrecipient shall issue a standard schedule for valuation of volunteer services that is approved by the
1962 Policy Committee and its subsequent Finance Committees. Volunteer services reported as a non-federal
1963 match for the Early Start programs shall conform to the standard schedule based on the approved
1964 application for funding.

1965
1966 Subrecipients must accumulate and record the Non-Federal Share on a monthly basis and submit the status
1967 report and supporting documentation on a monthly basis to the OCHS. OCHS staff will review the
1968 Subrecipient's Non-Federal Share documentation during regularly scheduled on-site monitoring visits to
1969 the Subrecipient.

1970

1971 Should the grantee determine that the Subrecipient is unable to meet its Non-Federal Share
1972 requirement during any given program year, OCHS, at its discretion, may reduce the total amount of
1973 Federal Early Head Start funding originally awarded the Subrecipient.
1974

1975 Any such funding reduction(s) will be made only after all available remedies are exhausted and shall
1976 be enforced consistent with this Agreement.
1977

1978 ***Allowable Costs***

1979 Subrecipient is responsible for establishing and maintaining a system for determining the reasonable,
1980 allowable, allocable and necessary nature of costs in accordance with “Cost Principles for Nonprofit
1981 Organizations,” 45 CFR 75, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and
1982 Audit Requirements for Federal Awards. Subrecipient shall only expend Early Head Start funds
1983 consistent with federal and state laws, the purposes identified in this Agreement, the approved grant
1984 application and Cost Allocation Plan and shall not transfer funds between budget categories without prior
1985 written approval from the Grantee.
1986

1987 ***Agreement Provisions***

1988 All Agreements of Subrecipient shall include provisions as may be required by 45 CFR Part 75.335,
1989 and other applicable federal, California and local laws and administrative regulations.
1990

1991 ***Copeland Act***

1992 Agreements in excess of One Hundred Thousand Dollars (\$100,000.00) for construction or repair
1993 shall include a provision for compliance with the Copeland Act (40 U.S.C. 276a to a -7), as
1994 supplemented by Department of Labor regulations (29 CFR Part 5). All suspected or reported
1995 violations shall be reported to Grantee by Subrecipient.
1996

1997 ***Cost Allocation Study and Plan***

1998 Subrecipient is required to execute a formal Cost Allocation Study that identifies the time spent by
1999 Subrecipient staff working in Early Head Start and accuracy of costs allocated to the Early Head Start
2000 program. This study is a major component of the Grantee’s funding award and must be completed the
2001 Subrecipient. The Cost Allocation Plan must be completed and submitted to the Grantee by August 31st
2002 of each program year. Grantee can and will provide methodology, technical assistance and other support
2003 to Subrecipient in meeting this requirement (Attachment D, Month of August).
2004

2005 ***Quarterly Financial Projections***

2006 Subrecipient will provide OCHS with quarterly, year-to-date, financial projections, beginning with the
2007 quarter ending September 30th of each year and for each quarter of the grant year covered by this
2008 Agreement. This report will show Subrecipient’s actual spending, YTD and a projection of the anticipated
2009 spending for the remaining months of the Agreement year. Subrecipient will identify specific areas where
2010 grant funds are projected to be spent by the Subrecipient (Attachment D, Months of October, January,
2011 April and June).

2012 Should financial projects submitted to the Grantee and to the agency’s Board and Policy Committee
2013 differ, the Grantee will request a written explanation from the Subrecipient. This explanation must also
2014 be provided to the agency’s Board and Policy Committee. Additionally, the report must be signed by the

2015 Subrecipient by Early Head Start Director, Board Chair/President and Policy Committee Chair prior to
2016 submitting it to OCHS.

2017
2018 Should a Subrecipient's projections identify excess or surplus funds not needed for program operations,
2019 the Grantee reserves the right to reduce the Subrecipient funding. Written notification from the Grantee
2020 to the Subrecipient will outline the Grantee's proposed funding reduction and the reasons for the
2021 Grantee taking such action.
2022

2023 ***Income Generation***

2024 Subrecipient shall timely report to Grantee the source and amount of any program income
2025 generated as a result of services, activities and/or disposition of equipment funded under this
2026 Agreement and shall abide by 45 CFR Part 75 regarding the use of such income. Subrecipient shall
2027 not expend Agreement related income unless or until authorized, in writing, by Grantee.
2028

2029 ***Additional Funding***

2030 Within ten (10) days following the full execution of this Agreement, Subrecipient shall furnish a
2031 document certifying each of its present funding sources and amounts for the Early Head Start
2032 Program. Subrecipient shall notify Grantee, in writing, within ten (10) days of receipt of any
2033 additional funding that materially affects the cost and/or quality of the Early Head Start program.
2034

2035 ***Reimbursements from Other Agencies***

2036 If Subrecipient is granted funds by other agencies for activities related to the Early Head program
2037 and/or for which costs are allocated between that program and the Early Head Start Program,
2038 including, but not limited to, State Food Reimbursement payments for nutrition activities, it shall
2039 make these accounting records available to Grantee for audit. If such funds supplant Early Head
2040 Start funds originally budgeted for the same purpose, Grantee, at its sole discretion, shall determine
2041 the disposition of any unobligated Early Head Start balance.
2042

2043 ***Agreements/Applications/Contracts***

2044 All applications, agreements, or contracts that provide services, reimbursement, or funding to Early Head
2045 Start must be submitted to the Grantee at the onset of Agreement or in August of the program year
2046 (Attachment D, Month of August).
2047

2048 ***Right to Withhold***

2049 Grantee has the right to withhold payment to Subrecipient when, in the opinion of Grantee, expressed in
2050 writing to Subrecipient within seven (7) calendar days:

- 2051 a. Subrecipient's performance, in whole or in part, either has not been carried out, or is insufficiently
2052 documented; is incorrect; has errors, and/or
- 2053 b. Subrecipient has failed to sufficiently itemize or document its request(s) for payment.
2054

2055 In the event Grantee exercises its right to withhold for a particular line item, Subrecipient may resubmit
2056 its request(s) for payment, excluding the line item(s) referenced in Grantee's notice, until adequately
2057 resolved.
2058

2059 ***Records, Audit, Inspection***

2060 All records maintained by Subrecipient must follow 45 CFR, Part 75. Subrecipient shall establish such
2061 fiscal controls and fund accounting procedures as required by ACF and Grantee and shall meet the

2062 requirements of 45 CFR Part 75 for HHS awards, and 2 CFR Part 200, Uniform Administrative
2063 Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient shall maintain
2064 an adequate system of accounting in accordance with all applicable regulations and in accordance with
2065 generally accepted principles and procedures of the accounting profession so that a clear audit trail can be
2066 established which proves that the expenditure of funds under this Agreement is in accordance with the
2067 terms of this Agreement, and applicable federal and California regulations and circulars.
2068

- 2069 Subrecipient agrees to maintain a financial management system that provides for the following:
- 2070 a. the budgeting and expenditure of Early Head Start funds in conformance with sound financial
2071 management standards and applicable regulations related to Early Head Start funds;
 - 2072 b. accurate, current and complete disclosure of the financial status of this Agreement;
 - 2073 c. accounting records shall identify adequately the source and application of funds for Early Head
2074 Start supported and related activities including State Preschool and other related programs. These
2075 records shall contain information pertaining to funds allocated, authorizations, obligations,
2076 unobligated balances, assets, liabilities, income and expenditures;
 - 2077 d. effective control over, and accountability for, all Early Head Start funds, real and personal
2078 property shall be maintained as defined in 45 CFR Part 75.302. Subrecipient shall adequately
2079 safeguard all such property and shall assure that it is used solely for authorized purposes.
 - 2080 e. procedures prohibiting volunteers from handling grant funds or fiscally significant
2081 documents received from or submitted to Grantee;
 - 2082 f. a comparison of actual expenditures with budgeted amounts and the relationship of specific
2083 performance and costs incurred;
 - 2084 g. procedures for determining reasonableness, allowability and allocability of costs;
 - 2085 h. accounting records that are supported by source documentation; and,
 - 2086 i. a systematic method to assure timely and appropriate resolution of audit findings and
2087 recommendations.
2088

2089 Grantee reserves the right to review services, service levels and billing procedures as these impact
2090 charges against this Agreement.
2091

2092 These reports will be forwarded to the accounting department of OCHS, to the attention of the financial
2093 analyst, no later than thirty (30) days following the end of each calendar quarter.

2094 **27. PROCUREMENT**

2095 Procurement activities of Subrecipient conducted under this Agreement shall comply with all applicable
2096 federal and California procurement regulations, as well as other applicable federal, and California
2097 guidelines, procedures, and policies. Subrecipient must submit to Grantee a copy of the Agency's
2098 Procurement Manual with Board and Policy Committee approval (Attachment D, Month of August).
2099

2100 In addition, procurement transactions shall be conducted in a manner to provide, to the maximum
2101 extent possible, free and open competition. Subrecipient shall be alert to organizational conflicts of
2102 interest or noncompetitive practices among contractors which may restrict or eliminate competition
2103 or otherwise restrain trade. A contractor that develops or drafts specifications, requirements, a
2104 statement of work, an invitation for bids, or a request for proposals for a particular procurement by
2105 Subrecipient shall be excluded from competing for that procurement, unless Grantee waives this
2106 requirement and secures the approval of the ACF Grant Officer to waive this requirement.
2107 Solicitations shall set forth all requirements that the bidder/offeror must fulfill in order for the

2108 bid/offer to be acceptable to Subrecipient and be evaluated. Subrecipient shall make awards to the
2109 most responsive and advantageous bidder/offeror after considering price and all other factors. Any
2110 or all bids may be rejected when it is in Subrecipient's best interest to do so.
2111

2112 All contractors must be registered in the System for Award Management (SAM) and the SAM
2113 credentials must be active at time of contract award. A yearly renewal process is required to keep
2114 credentials active.
2115

2116 ***Procurement Standards and Procedures***

2117 Subrecipient's written procurement procedures shall be in accordance with 45 CFR Part 75.326 – 75.333,
2118 and all other applicable federal, California, and local laws and regulations and shall include the following:
2119

2120 ***Needs Assessment***

2121 Subrecipient shall assess supply, equipment and service needs to assure that unnecessary or duplicate
2122 items are not purchased: Prior to procurement, consideration shall be given to available resources within
2123 Subrecipient's organization, donations from outside organizations and, where appropriate, lease and/or
2124 rental arrangements. Rental arrangements are subject to the requirements of 45 CFR Part 75.330.
2125

2126 ***Procurement Descriptions***

2127 Solicitations for goods and services shall be based upon clear and accurate descriptions of the technical
2128 requirements for the material, product or service to be procured. Such description shall not, in competitive
2129 procurements, contain features which unduly restrict competition. "Brand name or equal" descriptions
2130 may be used as a means to define the performance or other requirements of procurement, and when so
2131 used, the specific features of the name brand which must be met by the bidder/offeror shall be clearly
2132 specified.
2133

2134 ***Use of Small, Minority and Women's Businesses***

2135 Subrecipient is encouraged to use small, minority and women owned businesses when procuring
2136 goods and services on behalf of the Early Head Start program.
2137

2138 ***Selection of Agreement Type***

2139 The type of Agreement to be used to cover a particular procurement shall be determined by Subrecipient.
2140 Agreements shall be made only with responsible contractors who possess the ability to perform
2141 successfully under the terms and conditions of the agreement. Consideration shall be given to contractor's
2142 integrity, record of past performance, financial and technical resources, or accessibility to necessary
2143 resources.
2144

2145 ***Sole Source Contracts - Prior Approval Required***

2146 Any proposed sole source contract must meet the applicable requirements for noncompetitive or sole
2147 source contracting. In addition, any proposed sole source contract in which the aggregate expenditure is
2148 expected to exceed One Hundred Thousand Dollars (\$100,000.00), shall be subject to prior approval of
2149 Grantee and the ACF Grant Officer. Contracts in excess of the applicable dollar amount, where only one
2150 entity submitted a proposal pursuant to an RFP, shall be considered sole source contracts and shall require
2151 the appropriate approvals. Requests for such approval shall be forwarded to the Grantee in writing at least
2152 thirty (30) days prior to the required contract date. Grantee may, in its sole discretion, reject the request or
2153 forward it to the ACF Grant Officer.
2154

2155 With prior written approval by OCHS, Subrecipients may purchase from sole source vendors. A
2156 request must be submitted to, and approved by, OCHS for any sole source purchase. Any such request
2157 must be sent to the OCHS Finance Analyst, Accounting Unit, at dareports@ochsinc.org.

2158
2159 Justifications for sole source shall include the following information:
2160

- 2161 • A statement to the effect that the requester has thoroughly researched the purchase and based
2162 upon that research, the vendor of the product/service is the only one from whom the
2163 product/service can be purchased, and
- 2164 • A detailed explanation of what the product/service is, its purpose, and what it is about the
2165 product/service that makes it unique.
2166

2167 Sole source purchases may not be for “brand names” of which other manufacturers have similar but
2168 not identical products. Bidding may not specify brand names to the exclusion of other vendors.
2169

2170 ***Price/Cost Analysis***

2171 Subrecipient shall make a written price/cost analysis in connection with every procurement action. Price
2172 analysis may be made by comparing price quotations, market prices, etc. Cost analysis is the review and
2173 evaluation of costs to determine reasonableness, allowability and allocability.

2174 ***Records and Files***

2175 Subrecipient shall maintain procurement records and files for purchases in excess of Ten Thousand
2176 Dollars (\$10,000.00) which shall include at least the following:

- 2177 a. documentation of procurement solicitation and responses for procurements exceeding Ten
2178 Thousand Dollars (\$10,000.00) shall be in writing;
- 2179 b. basis for contractor selection;
- 2180 c. justification for lack of competition when competitive bids or offers are not obtained; and,
- 2181 d. documentation of the basis for the award cost or price.

2182 **28. LIMITATION OF DEVELOPMENT AND ADMINISTRATIVE COSTS**

2183 In accordance with the provisions set forth in 45 CFR 1303.5 the costs of developing and administering
2184 an Early Head Start program shall not exceed fifteen percent (15%) of the total costs of the program.
2185 Costs in excess of the fifteen percent (15%) limitation may be disallowed at the discretion of the Grantee.
2186 The total cost of the Early Head Start program operated hereunder is the total of Subrecipient’s allocation
2187 covered by the "Notice of Grant Award" and the non-federal share, including cash value of in-kind
2188 contributions, which are included in the approved budget for the current budget year. Subrecipient must
2189 record and report to their agency Governing Body and Policy Committee the amount of all program costs
2190 expended in these areas. The monthly financial report must include information relating to the
2191 Subrecipient’s development and administration costs for the month and cumulative for the year-to- date.

2192 **29. INSURANCE AND BONDING REQUIREMENTS**

2193 Subrecipient shall obtain and keep in effect Student Accident, General Liability, Automobile Insurance,
2194 Worker’s Compensation, Blanket Fidelity, Directors and Officers and property insurance covering
2195 Subrecipient’s performance under this Agreement (Attachment D, Month of August). Consistent with 45
2196 CFR Part 75, if the Subrecipient lacks sufficient coverage to protect the federal government’s interest, the
2197 Subrecipient must maintain adequate fidelity bond coverage.
2198

2199 Subrecipient insurance coverage shall be primary insurance to the Grantee, its Governing Body, the
2200 individuals thereof, and all officers, agents, employees, representatives, and volunteers.

2201
2202 Subrecipient is responsible for the settlement of all claims, which may arise out of the delegation of
2203 program operations hereunder. In order to protect Subrecipient from such claims, the following insurance
2204 requirements have been determined as adequate by the Grantee.

2205
2206 ***Student Accident Insurance***

2207 Subrecipient must carry a sufficient policy that includes benefits for Subrecipient Early Head Start
2208 children covering medical, dental, dismemberment, and death benefits for accidents during program hours
2209 and the period immediately preceding and following program hours. It shall also cover official activities,
2210 such as field trips away from Subrecipient’s premises and at times other than program hours.

2211
2212 ***General Liability***

2213 The Subrecipient policy of insurance shall be primary in all cases and shall include, but not be limited to,
2214 comprehensive general liability, professional liability and/or incidental malpractice, with a combined
2215 single limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

2216
2217 The Grantee shall be named as an additional insured and Subrecipient shall provide proof of such
2218 coverage concurrent with Subrecipient’s execution of this Agreement.

2219
2220 ***Automobile Insurance***

2221 If Subrecipient owns, leases, rents or operates motor vehicles or school buses as a part of this Agreement,
2222 a policy of comprehensive automobile liability insurance shall be procured which shall be primary, with
2223 limits of:

- 2224 o School buses Five Million Dollars (\$5,000,000.00)
- 2225 o Other vehicles One Million Dollars (\$1,000,000.00)

2226
2227 Subrecipient, owners, and drivers of all vehicles utilized for the provision of transportation service in the
2228 Early Head Start programs shall be covered under this policy. The Grantee shall be named as an
2229 additional insured on such policy and Subrecipient shall provide proof of such coverage concurrent with
2230 Subrecipient’s execution of this Agreement.

2231
2232 ***Workers' Compensation***

2233 During the term of this Agreement, Subrecipient shall obtain and maintain a policy of insurance as
2234 required by the Labor Code of the State of California and Employer’s liability insurance limits of One
2235 Million Dollars (\$1,000,000.00) per accident. By signing this Agreement, Subrecipient hereby certifies
2236 that it is aware of the provisions of Section 3700 et seq., of the Labor Code of the State of California that
2237 require every employer to be insured against liability for workers’ compensation or to undertake self-
2238 insurance in accordance with the provisions of that code, and shall comply with such provisions before
2239 commencing any work under an Agreement with the Grantee.

2240
2241 ***Blanket Fidelity Bond***

2242 During the term of this Agreement, Subrecipient shall obtain and maintain a comprehensive crime policy
2243 in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) insuring against loss of money,
2244 securities or other property referred to hereunder, which may result from: (a) dishonesty or fraudulent acts
2245 of agents, officers, employees and volunteers (commercial blanket form) of Subrecipient; or (b)
2246 disappearance, destruction or wrongful abstraction of property, including records, inside or outside

2247 Subrecipient, while in the care, custody or control of Subrecipient; or (c) sustained through forgery or
2248 alteration of checks, drafts, or any order or direction to pay a certain sum of money. The policy shall be
2249 primary in all instances and include a loss payable endorsement naming the Grantee as the Grantee's
2250 interests may appear. The Grantee shall be named as additional insured on such policy and Subrecipient
2251 shall provide proof of such coverage concurrent with Subrecipient's execution of this Agreement.
2252

2253 ***Directors and Officers (D&O) Liability Coverage***

2254 Coverage for individuals and Subrecipient in the amount of One Million Dollars (\$1,000,000.00) each
2255 claim, and in the annual aggregate with a maximum deductible of Ten Thousand Dollars (\$10,000.00).
2256 The policy shall be endorsed to include coverage for employment practices liability and a one-year
2257 extended reporting period.
2258

2259 ***Property Coverage***

2260 If, under the terms of this Agreement, Subrecipient shall have possession of, rent, lease, or be loaned any
2261 real or personal property, Subrecipient shall insure such property in the manner and amounts as specified
2262 below:
2263

- 2264 a. Real property - for the full insurable replacement value against the hazards of fire special form
2265 coverage; vandalism and malicious mischief; and, other property related loss;
- 2266 b. Personal property - for the replacement cost value against the hazards of fire, burglary, theft,
2267 vandalism, and malicious mischief.
2268

2269 All insurance as specified herein shall be procured through a carrier satisfactory to the Grantee. The
2270 Grantee shall not unreasonably withhold its approval of the Subrecipient's choice of carrier if all
2271 requirements are being met.
2272

2273 Certificates of insurance and endorsements indicating specific hazards shall be on file with the Grantee
2274 finance and administration office within thirty (30) days of execution of this Agreement. Subrecipient
2275 shall give the Grantee notice by registered mail at least thirty (30) days in advance of any modification or
2276 cancellation of any policy of insurance.
2277

2278 ***Failure to Comply***

2279 In the event Subrecipient fails to perform in accordance with the indemnification and insurance
2280 requirements clauses of this Agreement, or otherwise breaches any other clause, the Grantee shall be
2281 entitled to recover legal fees, costs, and other expenses incident to securing performance or incurred as a
2282 consequence of non-performance.
2283

2284 ***Notification***

2285 Subrecipient shall immediately notify Grantee by phone and in writing of any and all incidents which
2286 result in a serious injury or death of an Early Head Start student, and the time, place, and circumstances
2287 thereof, including identification of witnesses, if known. A copy of the Department of Social Services
2288 "Unusual Incident/Injury Report (LIC 624)" shall be submitted by Subrecipient to the Grantee as soon as
2289 it is completed or no later than twenty four (24) hours after such incident, except in extraordinary
2290 circumstances in which case the report shall be submitted within forty eight (48) hours (Attachment D, As
2291 Needed/Required).
2292

2293 **30. WAGE COMPARIBILITY STUDY**

2294 In accordance with the “Improving Head Start for School Readiness Act of 2007”, Section 653,
2295 Comparability of Wages, “Head Start and Early Head Start staff (persons employed in carrying out
2296 programs financed under this subchapter) shall not receive compensation at a rate which is:
2297

- 2298 a) in excess of the average rate of compensation paid in the area where the program is
2299 carries out to a substantial number of persons providing substantially comparable
2300 services, or in excess of the average rate of compensation paid to a substantial number of
2301 the persons providing substantially comparable services in the area of the person’s
2302 immediately preceding employment, whichever is higher, or
- 2303 b) less than the minimum wage rate prescribed in section 6(a)(1) of the Fair Labor
2304 Standards Act of 1938. The Secretary (of Health and Human Services) shall encourage
2305 Head Start agencies to provide compensation according to salary scales that are based on
2306 training and experience.”
2307

2308 OCHS will provide instructions as to the completion of a wage comparability study in accordance with
2309 directions from ACF. Currently, a wage comparability study must be completed no less than once
2310 every three (3) years and must be submitted to OCHS . As instructions are received from ACF, OCHS
2311 will forward any special directions and required forms, in order for the Subrecipient to complete the
2312 wage comparability study.

2313 **31. HOLD HARMLESS AND INDEMNIFICATION**

2314 Subrecipient agrees to and does hereby indemnify and hold harmless the Grantee, its officers, agents and
2315 employees from every claim or demand made, and every liability, loss, damage, or expense of any nature
2316 whatsoever, which may be incurred by reason of:

- 2317 a. Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of
2318 property, (3) any other loss, damage or expense sustained by Subrecipient or any person, firm or
2319 corporation employed by Subrecipient arising out of or relating to the work called for under this
2320 Agreement, except for liability resulting solely from the negligence or willful misconduct of the
2321 Grantee, its officers, agents, volunteers, direct employees or independent contractors of the
2322 Grantee; and
- 2323 b. Any injury to, or death of persons, or damage to property caused by any act, negligence, default or
2324 omission of Subrecipient or any person, firm or corporation employed by Subrecipient, either
2325 directly or by independent Agreement, including all damages due to loss or theft, sustained by any
2326 person, firm or corporation, including the Grantee, arising out of, or in any way connected with the
2327 work covered by this Agreement, whether such injury or damage occurs either on or off
2328 Subrecipient’s premises, if the liability arose from negligent or willful misconduct of an officer,
2329 agent, volunteer, employee, or independent contractor, direct or indirect, of the Subrecipient.
- 2330 c. Subrecipient, at its own expense and risk, shall defend any legal proceeding which may be brought
2331 against the Grantee, its officers, agents or employees on any such claim or demand as set forth in
2332 Paragraphs a. and b. above of this subsection, and pay and satisfy any judgment that may be
2333 rendered against the Grantee and Subrecipient as it pertains to this subsection. The Grantee shall
2334 have counsel of its own choice in any such proceeding.

2335 **32. FINAL REPORT**

2336 All obligations incurred in the performance of this Agreement must be reported to the Grantee by August
2337 20th to be binding upon Grantee for reimbursement. Timely reporting of such obligations or debts shall be

2338 the sole responsibility of the Subrecipient. Subrecipient agrees to cooperate fully with Grantee to ensure
2339 that the program authorized in this Agreement is closed-out by August 20th. All unexpended funds shall
2340 revert to Grantee (Attachment D, Month of August).

2341 **33. EVIDENCE OF NON PROFIT STATUS**

2342 If Subrecipient is a nonprofit organization, proof of current non-profit status must be submitted to the
2343 Grantee concurrent with Subrecipient’s execution of this Agreement (Attachment D, Month of August).
2344 Any change in such status shall be submitted by Subrecipient to the Grantee on or before the date the
2345 change is effective.

2346 **34. DAVIS-BACON ACT**

2347 In accordance with 45 CFR 1303.1 and Section 644 (g)(3) of the Act.
2348 a. Contracts that are in excess of two thousand dollars (\$2,000.00) for construction, alteration or
2349 repair (including painting and decorating)...funded directly by or assisted in whole or in part by
2350 and through the Federal government”
2351 b. Weekly certified payroll records must be submitted to the Federal Contracting Agency.
2352 c. Contractor must ensure compliance with all subcontractors, regardless of tier.
2353 d. Contractor must submit weekly copy of payrolls to the Grantee.
2354 e. Each payroll must be accompanied by a “Statement of Compliance”
2355 f. “Payroll for the payroll period contains the information required... [and] is correct and complete.”
2356 g. “Each laborer or mechanic ... has been paid the full weekly wages earned...”
2357 h. “Each laborer or mechanic has been paid not less than the applicable wage rates and fringe
2358 benefits...”

2359 **35. PRIOR APPROVALS REQUIRED**

2360 In addition to the items listed below, other changes to the approved work project require signed
2361 statements from Subrecipient Board and Policy Committee Chairs along with Governing Body and Policy
2362 Committee minutes documenting each group’s participation in the development and approval of the
2363 application and must be provided to the Grantee. Written approval from the Grantee is also required prior
2364 to purchasing or implementing any request. These include, but are not limited to, the following:

2365 ***Budget Changes***

2366 a. any Grantee supplement/change in funding for any amount, or any other reason the Subrecipient
2367 may receive an increase/decrease in funding from the Grantee;
2368 b. any budget revision that is:
2369 i. an aggregated excess of five thousand dollars (\$5,000.00);
2370 ii. for any costs relating to needed construction, renovation, equipment, and legal fees, not
2371 previously approved in the current grant application, and/or
2372 iii. the result of a general-purpose increase such as supplemental funding for COLA, Quality,
2373 Program Improvement and Program Expansion.
2374 c. any budget revision request due to cost savings must be submitted to the Grantee no later than
2375 March 31st of the program year; (Attachment D, Month of March)
2376 d. any other program or funding changes the Grantee requires/requests the Subrecipient Governing
2377 Body and Policy Committee to be aware of so that their legal and fiduciary responsibilities can be
2378 fulfilled;
2379

- 2380 e. items with a unit cost of Five Thousand Dollars (\$5,000.00) or more, not identified in the current
- 2381 approved budget;
- 2382 f. alterations and renovations to facilities exceeding Five Thousand Dollars (\$5,000.00) not
- 2383 identified in the current approved budget, including whole projects as opposed to disaggregating a
- 2384 project into smaller projects;
- 2385 g. revisions that affect the parent involvement funds.
- 2386
- 2387

2388 ***Program Changes***

- 2389 a. changes in Subrecipient’s executive director, finance director, Early Head Start director or
- 2390 equivalent, or other key persons specified in the application or award document (Attachment D,
- 2391 As Needed/Required);
- 2392 b. the absence for more than three (3) months or a twenty five percent (25%) reduction of time
- 2393 devoted to the project by the approved project director or program coordinator;
- 2394 c. changes in the location of licensed facilities;
- 2395 d. revision to approved program options, including changes in hours of operation and length of
- 2396 operating year, or an increase or decrease in the numbers of children served in any program
- 2397 option(s);
- 2398 e. changes in project scope or objectives. Changes in the scope or objectives that may result in a
- 2399 significant alteration of the approved program activities, change in the direction of the project, the
- 2400 types of services to be delivered, the number of beneficiaries to be served, or training to be
- 2401 provided;
- 2402 f. any request for budget and/or program changes.
- 2403

2404 ***Additional Prior Approvals Required***

2405 The following items require prior written approval by the Grantee, and ACF, if funds have not been

2406 allocated in the original approved budget for the current year.

- 2407 a. Agreements for any legal services;
- 2408 b. Any Agreements for which the aggregate expenditure is expected to exceed twenty-five thousand
- 2409 dollars (\$25,000);
- 2410 c. Any equipment purchase with a single item cost of \$5,000 or more;
- 2411 d. Fundraising or development activities (the process of gathering voluntary contributions of money
- 2412 or other resources, by requesting donations from individuals, businesses, charitable foundations, or
- 2413 governmental agencies);
- 2414 e. Any other approvals as required by the Grantee.
- 2415

2416 If received within the designated timeframes, the Grantee will review requests and will notify

2417 Subrecipient in writing of approval or non-approval within thirty (30) working days from the date of

2418 receipt of a request. Notification of non-approval shall include the reason the request was denied. If the

2419 request is still under consideration, the Grantee will notify Subrecipient in writing as to when to expect a

2420 decision. If ACF approval is required, the Subrecipient will be notified by the Grantee of ACF's decision

2421 within 30 days of the Grantee receiving notice.

2422

2423 ***Disallowances***

2424 Any action taken by Subrecipient before receiving required prior written approval from either OCHS or

2425 ACF, if applicable, is subject to disallowance.

2426 **36. FACILITIES**

2427 Subrecipient shall not open a new site, relocate or replace an existing site, or add or delete a class and/or
2428 classes, without (1) prior written approval of the Grantee and (2) only within the Subrecipient’s assigned
2429 geographic service area. No class shall be operated in a facility which does not comply with such
2430 provisions or which has otherwise been found to be out of compliance by Grantee. No Early Head Start
2431 sites shall be opened and no Early Head Start funds shall be allocated or paid to Subrecipient that does
2432 not have in place, prior to the site opening and through the term of this Agreement, an appropriate license
2433 for the site issued by the State of California, Department of Social Services. Subrecipient shall provide
2434 Grantee with a copy of current licenses issued by the California Department of Social Services for each
2435 Early Head Start site it operates, prior to performing any Early Head Start or services at said site(s). All
2436 facilities must also be in compliance with 45 CFR 1302. Grantee will not fund a Subrecipient for an
2437 unlicensed facility. Subrecipient must submit a Center Profile to the Grantee prior to the program year
2438 beginning and again with the grant application in February for the upcoming program year (Attachment
2439 D, August and February).

2440
2441 Subrecipient must submit to the grantee a Department of Social Services License for each center serving
2442 Early Head Start Children (Attachment D, Month of August). If, at any time during the term of this
2443 Agreement, Subrecipient has any such license revoked, suspended or modified, or if Subrecipient in any
2444 other manner loses the clearance or license, Subrecipient shall give written notice to Grantee within one
2445 (1) business day of any such event. In such an event, Grantee may request corrective action and/or initiate
2446 suspension or termination of this Agreement. If one of Subrecipient’s facilities has been the subject of a
2447 timed and dated order to comply, Subrecipient shall comply by the required date and time or shall cease
2448 operations at that facility as of that date. Grantee reserves the right to request Subrecipient to cease
2449 program operations at an earlier date if Grantee considers the violation to endanger safety of staff and/or
2450 participants. Subrecipient shall submit a copy of all such orders to comply within one (1) business day
2451 after receipt of same: Subrecipient shall promptly notify Grantee of all actions taken by licensing
2452 authorities or county, city, fire, or health officials.

2453
2454 Subrecipient must immediately begin corrective action to bring the building into compliance and an
2455 alternative plan for serving children must be approved by the Grantee. Requests to purchase, construct or
2456 implement major renovations to an Early Head Start facility must be made to the Grantee and follow all
2457 requirements for Early Head Start Facilities Purchases.

2458 ***Alteration or Renovation of Facilities***

2459 Alteration and/or renovation of facilities is allowable under this Agreement if such alteration and/or
2460 renovation have received prior written approval of Grantee in the annual budget. Approval for renovation
2461 of facilities leased by Subrecipient shall require Subrecipient to share the relevant terms and conditions
2462 governing Subrecipient’s use of such facilities, including but not limited to the length of lease term,
2463 permitted uses and any restrictions prohibiting specific types of alterations or renovations. If such
2464 approval was not granted in the annual budget and cost exceeds \$5,000.00, Subrecipient shall obtain the
2465 prior written approval of Grantee. Alteration and/or renovation of facilities is considered to be work
2466 required to change the interior arrangements or other physical characteristics of an existing facility or
2467 installed equipment so that it may be more effectively utilized for the Early Head Start Program.
2468 Alteration and/or renovation may include work referred to as improvements, conversion, rehabilitation,
2469 remodeling, or modernization. Costs incurred for the following types of alteration and/or renovation are
2470 allowable:

- 2471
2472
2473 a. Changes to the physical characteristics of space, such as interior dimensions, surfaces,

- 2474 furnishings and finishes;
- 2475 b. Changes to the internal environment, such as modifications to the heating and ventilation
- 2476 systems;
- 2477 c. Installation or modification of utility services in a structure otherwise suitable for occupancy
- 2478 of Early Head Start staff or students;
- 2479 d. Modification of unfinished shell space to make it suitable for the operation of an Early Head
- 2480 Start Program.

2481 Such alteration and/or renovation costs may, with prior written approval of Grantee, be charged to the

2482 Early Head Start Program provided that:

- 2483
- 2484 a. The building structure has a useful life consistent with project purposes and is architecturally
- 2485 and structurally suitable for conversion to the type of space required;
- 2486 b. The alteration and/or renovation are essential and no other suitable space is available within
- 2487 the area;
- 2488 c. Where space is rented, Subrecipient shall secure a lease for a minimum of five (5) years or
- 2489 longer as required by ACF, unless ACF waives this requirement.
- 2490 d. The costs incurred are consistent with the prior approval requirements, other provisions of the
- 2491 laws and regulations relating to the Early Head Start Program and the HHS Grants Policy
- 2492 Directives;
- 2493 e. If Early Head Start funds in excess of Ten Thousand Dollars (\$10,000.00) are used for all or
- 2494 part of the alterations and/or renovations carried out hereunder, Subrecipient shall require that
- 2495 the Contractor certify compliance with the Equal Employment Opportunity provisions of
- 2496 Executive Order 11246; and,
- 2497 f. If Early Head Start funds in excess of Two Thousand Dollars (\$2,000.00) are used for all or
- 2498 part of the alterations and/or renovations carried out hereunder, Subrecipient shall require that
- 2499 hired contractors comply with all applicable parts of the Davis-Bacon Act (40 U.S.C. § 276a,
- 2500 as amended), which includes the requirement to ensure that (i) all laborers and mechanics
- 2501 employed be paid wages at not less than those prevailing on similar construction projects; and
- 2502 (ii) the correct scale of wages to be paid be posted in a prominent and easily accessible
- 2503 location at the HHS funded worksite. Alteration and/or renovation costs shall be limited to the
- 2504 costs of modifying existing space and utilities within a completed structure. New construction
- 2505 is not allowable. Subrecipient's Agreements for alteration and/or renovation, as defined in this
- 2506 Section, shall meet the requirements of 45 CFR Part 75.334 "Bonding Requirements."
- 2507

2508 Lease Agreements paid in part, in full, or using non-federal match must be submitted to the Grantee

2509 annually, and as revised (Attachment D, Month of August).

2510

2511 ***Title to Relocatable Buildings***

2512

2513 Title to relocatable buildings purchased with Early Head Start funds for use in the Early Head Start

2514 program vests in Grantee. Without prior written authorization from Grantee, no Early Head Start

2515 relocatable building shall be used for purposes other than the Early Head Start Program. All Early Head

2516 Start buildings shall be identified at the main entrance with a sign that reads:

2517

2518 **(NAME OF CENTER)**

2519 **(SUBRECIPIENT NAME)**

2520 **FUNDED BY: Orange County Head Start, Inc.**

2521 **HEAD START/EARLY PROGRAM OF ORANGE COUNTY**

2522 ***Additional Requirements***

2523
2524 A notice must be posted at each Subrecipient Early Head Start facility indicating Orange County Head
2525 Start, Inc. as the Grantee and funder of the Subrecipient’s program.

2526
2527 Subrecipient must include Incidental Medical Services (IMS) in their facility Plan of Operation at each
2528 center as per licensing regulation, Title 22 Sections 101173 and 101226 (Attachment D, Month of
2529 August).

2530
2531 Subrecipient must comply with the Healthy Schools Act (HAS) in establishing an Integrated Pest
2532 Management Plan, including the new HAS training requirement effective July 1, 2016 (Attachment D,
2533 Month of August).

2534 **37. NOTICE OF FEDERAL INTEREST**

2535 The Federal reference for the posting or registering a “Notice of Federal Interest” is located in 45 CFR
2536 Part 1309. A sample “Notice of Federal Interest” is attached in the “Forms, Documents and Exhibits
2537 Section” at the end of this manual.

2538
2539 In general, a “Notice of Federal Interest” is required to either be posted or registered with the Orange
2540 County’s Registrar’s Office for any facility construction, purchase or major renovation project that
2541 involves Federal funding.

- 2542
- 2543 • If the Subrecipient owns the land on which the facility is located, the Grantee will post a “Notice of
2544 Federal Interest” with the Orange County Registrar’s Office in its name.
- 2545
- 2546 • If the Subrecipient does not own the land on which the facility is located, the Subrecipient must post a
2547 “Notice of Federal Interest” in the facility. The posting should be in a conspicuous place where all
2548 interested parties may view the posting.
- 2549
- 2550 • If the Subrecipient leases a facility where major renovation (\$200,000 or more) occurs, the “Notice of
2551 Federal Interest” must be included in the facility lease and agreed to by the building owner.
- 2552

2553 The Grantee will work with the Subrecipient to ensure the appropriate “Notice of Federal Interest” is
2554 either posted or registered for each facility as well as with any facility lease requirements. The
2555 Subrecipient should never move forward with the posting or registering of any Federal Notice until
2556 discussing the requirements with the Grantee. In most cases, the Grantee will prepare the required
2557 Federal Notice and provide copies of the Notice to the Subrecipient.

2558
2559 Notices must be posted within each facility in a conspicuous place in the front office area. The Notice
2560 should not be posted on any parent involvement bulletin board or where the public would not normally
2561 find the Notice.

2562 ***Removal of a “Notice of Federal Interest”***

2563
2564 Should a Subrecipient determine that a facility, purchased with funds from the Head Start or Early Head
2565 Start program, is no longer needed by the program, is no longer safe for use as a program facility, or the
2566 agency cannot lease a facility with major renovations paid for with Federal funds; the Subrecipient must
2567 notify OCHS as soon as it is responsibly prudent to do. The Grantee will discuss the request with the
2568 Subrecipient and prepare a written request to remove the “Notice of Federal Interest” and submit that

2569 request, via appropriate OCHS channels, to the Administration for Children and Families (ACF). The
2570 “Certificate and Affidavit of Satisfaction -- Notice of Federal Interest” will be submitted to ACF and no
2571 action may be taken by the Subrecipient until ACF returns the signed and dated “certificate”.
2572

2573 Should ACF request additional information from OCHS, the Subrecipient may be requested to
2574 provide the needed information to OCHS for forwarding to ACF. Upon receipt of ACF’s decision,
2575 OCHS will notify, in writing, the Subrecipient of ACF’s decision.

2576 **38. PERSONNEL AND GENERAL ADMINISTRATION**

2577 Subrecipient must establish written personnel policies and procedures that are approved by the governing
2578 body and Policy Committee and that are available to all staff (Attachment D, Month of August). The
2579 policies and procedures and Board and Policy Committee approvals shall be sent to the Grantee.
2580 Subrecipient is advised that the Grantee must approve or disapprove the process used to employ the
2581 following positions, if funding from Head Start or Early Head Start is used to pay for the position in
2582 whole or part, either from direct or indirect funds: Executive Director, Early Head Start Director,
2583 Director of Human Resources, Chief Fiscal Officer, and any other person in an equivalent position with
2584 the Subrecipient (Attachment D, As Needed/Required).

2585 **39. CODE OF CONDUCT**

2586 Subrecipient shall maintain a code or standard of conduct that governs the performance of its
2587 officers, employees or agents in the award and administration of contracts, and provides for
2588 appropriate disciplinary actions for noncompliance. The standards shall include, but not be limited
2589 to, prohibition against soliciting or accepting gratuities, favors or anything of monetary value from
2590 Contractors or potential Contractors.

2591 *Communication with Dual Language Learners and Their Families*

2592 Subrecipient must ensure staff and program consultants or contractors are familiar with the ethnic
2593 backgrounds and heritages of families in the program and are able to serve and effectively communicate,
2594 either directly or through interpretation and translation, with children who are dual language learners and
2595 to the extent feasible, with families with limited English proficiency. In addition, if a majority of children
2596 in a class or home-based program speak the same language, at least one class staff member or home
2597 visitor must speak such language.
2598

2599 *Conflict of Interest*

2600 No employee, officer or agent of Subrecipient shall participate in the selection, award or
2601 administration of a contract if any of the following has a material financial interest in the contract:

- 2602 a. The employee or a member of his /her immediate family;
- 2603 b. His/her partner;
- 2604 c. An organization in which any of the above is an officer, agent or employee; or
- 2605 d. A person or organization with which any of the above individuals has any arrangement
2606 concerning prospective employment or compensation.
 - 2607 i. Neither an officer, director, executive, or employee of Subrecipient, nor an elected
2608 official in the area shall solicit or accept money or any other consideration from a
2609 third person for the performance of an act reimbursed in whole or in part by Grantee
2610 or Subrecipient. Supplies, materials, equipment or services purchased with
2611 Agreement funds shall be used solely for purposes allowed under this Agreement.
 - 2612 ii. Subrecipient shall avoid organizational conflict of interest, and its officers,
2613

2614 directors, executives and employees shall avoid financial and personal conflict of
2615 interest, potential for conflict of interest and appearance of conflict of interest in the
2616 performance of this Agreement, in awarding financial assistance and in the conduct of
2617 procurement activities involving funds provided under this Agreement.

- 2618 iii. Subrecipient shall establish safeguards to prohibit employees or officers from using their
2619 positions for a purpose which could result in private gain, or gives the appearance of
2620 being motivated for private gain for themselves or others, particularly those with whom
2621 they have family, business or other ties.

2622
2623 Subrecipient shall abide by all applicable federal and California laws and regulations regarding conflict of
2624 interest.

2625 **40. CONFIDENTIALITY**

2626 Subrecipient must establish procedures to protect the confidentiality of any Personally Identifiable
2627 Information (PII) in child records. All services performed by Subrecipient hereunder and each and all of
2628 the reports and items of data and information given to, prepared by, or assembled with the assistance of
2629 Subrecipient under the terms of this Agreement are confidential and shall not be made available to any
2630 individual or organization, except for the U.S. Department of Health and Human Services and Grantee, by
2631 Subrecipient without prior written approval of Grantee, except as required by law or court order.
2632 Subrecipient shall also abide by all applicable laws, and regulations, regarding the release of participant
2633 identities and information.

- 2634 a. If Subrecipient is an Educational Agency or institution that receives funds under a program admin-
2635 istered by the Department of Education and therefore is subject to the confidentiality provisions
2636 under the Family Educational Rights and Privacy Act (FERPA), then it must comply with those
2637 confidentiality provisions of FERPA instead of the provisions in this subpart.
- 2638 b. If Subrecipient serves a child who is referred to, or found eligible for services under, IDEA, then
2639 Subrecipient must comply with the applicable confidentiality provisions in Part B or Part C of
2640 IDEA to protect the PII in records of those children, and, therefore, the provisions in this subpart
2641 do not apply to those children.

2642 **41. DISCLOSURES WITH, AND WITHOUT, PARENTAL CONSENT**

2643 *Disclosures with Parental Consent*

- 2644 a. Subrecipient procedures to protect PII must require Subrecipient obtain a parent’s written consent
2645 before the program may disclose such PII from child records.
- 2646 b. Subrecipient procedures to protect PII must require Subrecipient to ensure the parent’s written
2647 consent specifies what child records may be disclosed, explains why the records will be disclosed,
2648 and identifies the party or class of parties to whom the records may be disclosed. The written
2649 consent must be signed and dated.
- 2650 c. “Signed and dated written consent” under this part may include a record and signature in
2651 electronic form that:
 - 2652 i. Identifies and authenticates a particular person as the source of the electronic consent; and,
 - 2653 ii. Indicates such person's approval of the information.
- 2654 d. Subrecipient must explain to the parent that the granting of consent is voluntary on the part of the
2655 parent and may be revoked at any time. If a parent revokes consent, that revocation is not
2656 retroactive and therefore it does not apply to an action that occurred before the consent was
2657 revoked.

2658
2659
2660
2661
2662
2663
2664
2665
2666
2667
2668
2669
2670
2671
2672
2673
2674
2675
2676
2677
2678
2679
2680
2681
2682
2683
2684
2685
2686
2687
2688
2689
2690
2691
2692
2693
2694
2695
2696
2697
2698
2699
2700
2701
2702
2703
2704

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

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

Disclosure without parental consent

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

- a. Officials within the program or acting for the program, such as contractors and Subrecipients, if the official provides services for which the program would otherwise use employees, the program determines it is necessary for Early Start services, and the program maintains oversight with respect to the use, further disclosure, and maintenance of child records, such as through a written agreement;
- b. Officials within the program, acting for the program, or from a federal or state entity, in connection with an audit or evaluation of education or child development programs, or for enforcement of or compliance with federal legal requirements of the program; provided the program maintains oversight with respect to the use, further disclosure, and maintenance of child records, such as through a written agreement, including the destruction of the PII when no longer needed for the purpose of the disclosure, except when the disclosure is specifically authorized by federal law or by the responsible HHS official;
- c. Officials within the program, acting for the program, or from a federal or state entity, to conduct a study to improve child and family outcomes, including improving the quality of programs, for, or on behalf of, the program, provided the program maintains oversight with respect to the use, further disclosure, and maintenance of child records, such as through a written agreement, including the destruction of the PII when no longer needed for the purpose of the disclosure;
- d. Appropriate parties in order to address a disaster, health or safety emergency during the period of the emergency, or a serious health and safety risk such as a serious food allergy, if the program determines that disclosing the PII from child records is necessary to protect the health or safety of children or other persons;
- e. Comply with a judicial order or lawfully issued subpoena, provided the program makes a reasonable effort to notify the parent about all such subpoenas and court orders in advance of the compliance therewith, unless:
 - i. A court has ordered that neither the subpoena, its contents, nor the information provided in response be disclosed;
 - ii. The disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. 2332b(g)(5)(B) or an act of domestic or international terrorism as defined in 18 U.S.C. 2331.
 - iii. A parent is a party to a court proceeding directly involving child abuse and neglect (as defined in Section 3 of the Child Abuse Prevention and Treatment Act (42 U.S.C. 5101))

- 2705 or dependency matters, and the order is issued in the context of that proceeding, additional
- 2706 notice to the parent by the program is not required; or,
- 2707 iv. A program initiates legal action against a parent or a parent initiates legal action against a
- 2708 program, then a program may disclose to the court, also without a court order or subpoena,
- 2709 the child records relevant for the program to act as plaintiff or defendant.
- 2710 f. The Secretary of Agriculture or an authorized representative from the Food and Nutrition Service
- 2711 to conduct program monitoring, evaluations, and performance measurements for the Child and
- 2712 Adult Care Food Program under the Richard B. Russell National School Lunch Act or the Child
- 2713 Nutrition Act of 1966, if the results will be reported in an aggregate form that does not identify
- 2714 any individual: provided, that any data collected must be protected in a manner that will not permit
- 2715 the personal identification of students and their parents by other than the authorized
- 2716 representatives of the Secretary of Agriculture and any PII must be destroyed when the data are no
- 2717 longer needed for program monitoring, evaluations, and performance measurements;
- 2718 g. A caseworker or other representative from a state, local, or tribal child welfare Agency, who has
- 2719 the right to access a case plan for a child who is in foster care placement, when such Agency is
- 2720 legally responsible for the child's care and protection, under state or tribal law, if the Agency agrees
- 2721 in writing to protect PII, to use information from the child's case plan for specific purposes intended of
- 2722 addressing the child's needs, and to destroy information that is no longer needed for those purposes;
- 2723 and,
- 2724 h. Appropriate parties in order to address suspected or known child maltreatment and is consistent with
- 2725 applicable federal, state, local, and tribal laws on reporting child abuse and neglect.
- 2726

2727 **Written Agreements**

2728 When Subrecipient establishes a written agreement with a third party, the procedures to protect such PII
 2729 must require the Subrecipient to annually review and, if necessary, update the agreement. If the third party
 2730 violates the agreement, then the program may:

- 2731 a. Provide the third party an opportunity to self-correct; or,
- 2732 b. Prohibit the third party from access to records for a set period of time as established by the
- 2733 program's Governing Body and Policy Committee.
- 2734

2735 **Annual notice**

2736 The procedures to protect PII must require the program to annually notify parents of their rights in writing
 2737 described in this subpart and applicable definitions in 45CFR Part 1305, and include in that notice a
 2738 description of the types of PII that may be disclosed, to whom the PII may be disclosed, and what may
 2739 constitute a necessary reason for the disclosure without parental consent as described.

2741 **Limit on disclosing PII**

2742 A program must only disclose the information that is deemed necessary for the purpose of the disclosure.

2743 **42. PARENTAL RIGHTS**

2744 **Inspect records**

- 2745 a. A parent has the right to inspect child records.
- 2746 b. If the parent requests to inspect child records, the program must make the child records available
- 2747 within a reasonable time, but no more than 45 days after receipt of request.
- 2748 c. If a program maintains child records that contain information on more than one child, the program
- 2749 must ensure the parent only inspects information that pertains to the parent's child.

2750 d. The program shall not destroy a child record with an outstanding request to inspect and review the
2751 record under this section.

2752 ***Amend record***

- 2753 a. A parent has the right to ask the program to amend information in the child record that the parent
2754 believes is inaccurate, misleading, or violates the child’s privacy.
2755 b. The program must consider the parent’s request and, if the request is denied, render a written
2756 decision to the parent within a reasonable time that informs the parent of the right to a hearing.
2757

2758 ***Hearing***

- 2759 a. If the parent requests a hearing to challenge information in the child record, the program must
2760 schedule a hearing within a reasonable time, notify the parent, in advance, about the hearing, and
2761 ensure the person who conducts the hearing does not have a direct interest in its outcome.
2762 b. The program must ensure the hearing affords the parent a full and fair opportunity to present
2763 evidence relevant to the issues.

2764 **43. NEPOTISM**

2765 No member of the immediate family of any officer, director, executive or employee of Subrecipient or
2766 Grantee shall receive favorable treatment for enrollment in services provided by, or employment with,
2767 Subrecipient. In addition, neither Subrecipient, nor any of the Subrecipient's contractors, hire, or
2768 cause or allow to be hired, a person into an administrative capacity or staff position funded under
2769 this Agreement, if a member of that person's immediate family is employed in an administrative
2770 capacity for Grantee, Subrecipient, or any employment Agreement or of Subrecipient. However,
2771 where an applicable federal, California or local statute regarding nepotism exists which is more
2772 restrictive than this provision, Subrecipient and Subrecipient's contractors shall follow the federal,
2773 California or local statute in lieu of this provision.

- 2774 a. The term "member of the immediate family" includes: wife, husband, son, daughter, mother,
2775 father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-
2776 law, mother-in-law, grandfather, grandmother, aunt, uncle, niece, nephew, step-parent, and
2777 step-child.
2778 b. The term "administrative capacity" refers to positions involving overall administrative
2779 responsibility for the Early Head Start program, including members of Grantee 's Governing
2780 Body and any of its affiliated Boards or Councils and members of the Governing Body or
2781 board of directors of Subrecipient, as well as other individuals who have influence or control
2782 over the administration of the program, such as the program director and deputy director, and
2783 persons who have selection, hiring, or supervisory responsibilities.

2784 **44. PROPERTY MANAGEMENT AND EQUIPMENT**

2785 Subrecipient shall establish, implement, and maintain a property management system that meets the
2786 requirements of 45 CFR 75. Disposition or transfer of property purchased with Early Head Start funds
2787 shall be determined by the Grantee when such equipment is no longer needed for Early Head Start
2788 purposes or a program supported by other federal grants or activities not federally assisted that have
2789 purposes similar to Early Head Start. Such determination shall be in accordance with the provisions of 45
2790 CFR 75 and must be approved by the Grantee.
2791

2792 Subrecipient must take a physical inventory at least annually with updates as needed. In addition to the
2793 asset listing, the inventory report must include: (1) the date of the physical inventory, and (2) the name

2794 and signatures of employees who performed the inventory. This report shall be maintained by
2795 Subrecipient and used to confirm the Subrecipient’s physical asset listing, which is to be submitted to the
2796 Grantee annually or when changes occur.

2798 The property management system for inventory control must include the following elements, as a
2799 minimum:

- 2800 • Description of the property
- 2801 • Serial Number or other identification number
- 2802 • Source of the property (includes vendor information as well as the grant award authorizing the
2803 purchase of the property)
- 2804 • Who holds title (Federal, State, Grantee, Subrecipient)
- 2805 • Acquisition date
- 2806 • Cost of the property
- 2807 • Percentage of Federal participation in the cost of the property
- 2808 • Location (specific information for locating property in multi-room facility; i.e., room or suite number,
2809 cubicle identifier, etc.)
- 2810 • Use and condition of the property (this should be the overall condition for use of the property within
2811 the program and identification may be that used to determine “market” value such as the “Blue
2812 Book” for vehicles)
- 2813 • Ultimate disposition data including the date of disposal and sale price of the property.

2814 Subrecipients must retain all documentation associated with the purchase of real property and
2815 equipment for a minimum of five (5) years after the disposal of the property or equipment.

2816
2817
2818
2819 Property and equipment purchased, in whole or in part with Federal funds, does not lose its Federal
2820 identity. Although property and equipment may vest with the Subrecipient, it is held in trust by the
2821 agency until use by the Early Head Start program is no longer needed. Subrecipient shall request
2822 disposal instructions on any property or equipment that is no longer used or needed by Early Head Start
2823 from OCHS. A Budget Adjustment Request form must be used to request disposition instructions. This
2824 request must be submitted to the dareports@ochsinc.org and to the OCHS Executive Director.

2825
2826 Property or equipment that is planned for “trade-in” to purchase new property or equipment must be
2827 identified in the request and the trade-in or salvage value listed in the total costs. Any portion of the
2828 trade-in or salvage value not used to purchase replacement property or equipment must also be identified
2829 as to how those funds will be used in the Early Head Start program or returned to the Grantee.

2830 **45. RECORD RETENTION AND ACCESS REQUIREMENTS FOR RECORDS**

2831 Subrecipient shall retain all Early Head Start administrative, financial and programmatic records and all
2832 supporting documents, statistical records and other records of contractors and sub-contractors, for a
2833 period of five (5) years or as directed by OCHS to ensure resolution of audits and access to documents
2834 that may be needed for resolution of legal claims. Specific instructions will be provided by OCHS in the
2835 event close out of this Subrecipient Agreement is required. The following is further clarification of
2836 OCHS’s records retention requirements:

- 2837
2838 1. If any litigation, claim, negotiation, audit, or other action involving the records has been started

2839 before the expiration of the five (5) year period, the records shall be retained until
2840 completion of the action and resolution of all issues that arise from it;
2841

- 2842 2. If records are transferred to OCHS upon the determination that-the records will be continuously
2843 needed for joint use of OCHS and the Subrecipient, the five (5) year retention requirement is not
2844 applicable;
2845
- 2846 3. The retention period for equipment records begins on the date of the equipment’s disposition,
2847 replacement, or transfer; and
2848
- 2849 4. The retention period for all facility acquisitions and capitalized facility equipment is for the life
2850 of the facility plus five years beyond the sale or transfer of the facility and the provisions of #1
2851 above.
2852

2853 Subrecipient shall have a written record retention policy that ensures the safeguarding of all required
2854 records and documentation as required by Federal and State laws, rules and regulation by following the
2855 OCHS Record Retention SAPPF regarding the retention of records and the time periods specified for
2856 retention and destruction of records. A copy of the SAPPF can be found at the OCHS website:
2857 www.ochsinc.org.

2858
2859 ***Access to Records***

2860 Subrecipient, upon notice, shall make available to OCHS, HHS and the Comptroller General, or any of
2861 their duly authorized representatives, such books, records, reports, documents, data, and papers as they
2862 deem necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such
2863 records, reports, books, documents, data, and papers are retained. This right also includes timely and
2864 reasonable access to Subrecipient’s personnel for the purpose of interview and discussion related to such
2865 documents. It is expressly understood that evidence of Subrecipient’s refusal to comply with these
2866 provisions shall constitute a breach of Agreement.

2867 **46. PROHIBITION AGAINST USE OF EARLY HEAD START FUNDS TO INFLUENCE**
2868 **LEGISLATION OR APPROPRIATIONS**

2869 No part of any funds under this Agreement shall be used to pay the salary or expenses of any contractor,
2870 or agent acting for the Subrecipient or the Subrecipient’s Board, staff, or other representative to engage in
2871 any activity designed to influence legislation or appropriation pending before the Congress, or for the
2872 election of, or defeat of, any governmental official or candidate at any local, county, state, or federal level.

2873 **47. PATENTS**

2874 Any discovery, invention, or intellectual property arising out of, or developed in the course of work aided
2875 by this Agreement, shall be properly and fully reported to the Grantee for determination by the Grantee
2876 and ACF/DHHS as to whether the patent protection on such discovery, invention or intellectual property
2877 should be sought and how the rights in the discovery, invention or intellectual property, including any
2878 patent issued thereon, shall be disposed of and administered in order to protect the public interest.

2879 **48. PRESS RELEASES**
2880 In all communications with the press, television, radio or any other means of communicating with the
2881 general public, Subrecipient shall make specific reference to the Grantee as the sponsoring Agency and to
2882 the Administration for Children and Families, Department of Health and Human Services.

2883 **49. COPYRIGHTS**
2884 Should the performance of this Agreement result in a book or other copyrightable material, the author is
2885 free to copyright the work, but the Grantee and ACF/DHHS reserve a royalty-free, non-exclusive and
2886 irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted
2887 material and all material which can be copyrighted. Subrecipient shall provide the Grantee with a notice
2888 of such copyrights.

2889 **50. COMPLIANCE WITH CIVIL RIGHTS LAWS**
2890 Subrecipient shall comply with the applicable provisions of the California Fair Employment and Housing
2891 Act and Title VI of the Civil Rights Act of 1964 which provides that no person in the United States shall,
2892 on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits
2893 of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
2894 DHHS regulations implementing this requirement are published in 45 CFR Part 80.

2895 **51. COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT AND AMERICANS**
2896 **WITH DISABILITIES**
2897 Subrecipient shall comply with Section 504 of the Rehabilitation Act of 1973 which provides that no
2898 otherwise qualified disabled individual in the United States shall, solely by reason of the disability, be
2899 excluded from participation in, be denied the benefit of, or be subjected to discrimination under any
2900 programs or activity receiving federal financial assistance. The DHHS regulation implementing this
2901 requirement is published in 45 CFR Part 84.

2902
2903 Subrecipient shall comply with the Americans with Disabilities Act, as amended, which protects qualified
2904 applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job
2905 training, fringe benefits, classification, referral, and other aspects of employment on the basis of
2906 disability. The law also requires that covered entities provide qualified applicants and employees with
2907 disabilities with reasonable accommodations that do not impose undue hardship.

2908 **52. SEVERABILITY OF PROVISIONS**
2909 If any part, term, or provision of this Agreement is in conflict with any law of a federal, state, or local
2910 government having jurisdiction over this Agreement, the validity of the remaining portions or provisions
2911 shall not be affected thereby.

2912 **53. REQUESTING TRAINING AND/OR TECHNICAL ASSISTANCE FROM GRANTEE**
2913 One of the functions of the Grantee is to provide training and technical assistance, as required, to its
2914 Subrecipient agencies. A Subrecipient agency requesting training or technical assistance must submit a
2915 "Request for Training or Technical Assistance" form to the Executive Director at the Grantee.
2916 Subrecipients may be required to have appropriate staff attend any offered pre-service and in- service
2917 training provided by the Grantee. In addition, T&TA funds will be allocated to each Subrecipient agency

2918 for individualized training for staff as the Subrecipient agency deems necessary upon submission of an
2919 approved T&TA plan. Funds will be disbursed upon submittal of a request for payment only after the
2920 T&TA plan has been submitted and approved by the Grantee.

2921 **54. ENTIRE AGREEMENT**

2922 This Agreement constitutes the entire agreement between the parties hereto for services furnished
2923 pursuant to this Agreement and no oral understanding not incorporated herein shall be binding on any of
2924 the Parties hereto. Except as otherwise provided in this Agreement, this Agreement may be modified,
2925 altered, or revised only on the written consent of both Parties hereto. The Parties acknowledge this
2926 Agreement is subject to any additional restrictions, limitations, policies or conditions enacted, by the
2927 federal or California (CA) government, any applicable local government or law or regulation enacted by
2928 the federal or CA government or any applicable local government which may affect the provisions, terms
2929 or funding of this Agreement, and Grantee may unilaterally amend this Agreement solely in this regard.

2930 **55. INTERPRETATION**

2931 This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for
2932 or against any of the parties.

2933 **56. APPLICABLE LAW**

2934 This Agreement shall be interpreted and enforced under California law. Any arbitration between the
2935 parties concerning this Agreement and its terms and conditions shall be initiated in the County of Orange,
2936 State of California.

2937 **57. AGREEMENT AMENDMENTS**

2938 Grantee expressly reserves the right to amend this Agreement in order to be in compliance with all
2939 federal, state, and/or local regulations.

2940 **58. CHILD RECORDS**

2941 Subrecipient must maintain child records in a manner that ensures only parents, and officials within the
2942 program or acting on behalf of the program have access, and such records must be destroyed within a
2943 reasonable timeframe after such records are no longer needed or required to be maintained.

2944
2945 Subrecipient must maintain, with the child records, for as long as the records are maintained, information
2946 on all individuals, agencies, or organizations to whom a disclosure of PII from the child records was made
2947 (except for program officials and parents) and why the disclosure was made. If a program uses a web-
2948 based data system to maintain child records, the program must ensure such child records are adequately
2949 protected and maintained according to current industry security standards.

2950 If a parent places a statement in the child record, the program must maintain the statement with the
2951 contested part of the child record for as long as the program maintains the record and, disclose the
2952 statement whenever it discloses the portion of the child record to which the statement relates.

2953 **59. NOTICES**

2954 All notices required under this Agreement should be sent by United States mail, first-class postage
2955 prepaid (unless other mail treatment is required by Federal or State law or regulation) addressed to the
2956 applicable party at the address set forth below the signature of each party to the Agreement, or by
2957 personal service, to the parties as follows:
2958

2959 Grantee: Orange County Head Start, Inc.
2960 Attn: Colleen Versteeg, Executive Director
2961 2501 S. Pullman Street, Suite 100
2962 Santa Ana, CA 92705
2963 Colleen.versteeg@ochsinc.org
2964

2965 Subrecipient: City of La Habra
2966 Mr. Jim Sadro, City Manager
2967 215 N. Euclid Street
2968 La Habra, CA 90631
2969
2970

2971 Notices given by mail shall be deemed served three (3) days after deposit in the United States mail, or
2972 when received, whichever is sooner.
2973

2974 **Signatures:**

2975 **GRANTEE:**

SUBRECIPIENT:

2976 Orange County Head Start, Inc.

City of La Habra

2977
2978
2979
2980 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.”**

2981
2982
2983
2984
2985
2986 Colleen Versteeg

Mr. Jim Sadro

2987 Print Name

Print Name

2988
2989 Executive Director

City Manager

2990 Title

Title

2991
2992 6/30/2021

2993 Date

Date

2994
2995
2996 Colleen.Versteeg@ochsinc.org

2997 Email Address

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:	7/1/2021
(v)	Subaward Period of Performance Start Date:	July 1, 2021
	Subaward Period of Performance End Date:	June 30, 2022
(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 2021-2022 FUNDING
CITY OF LA HABRA**

APPROVED PROGRAM OPTIONS

Early Head Start (HS)	Part - Day Double Session	Full Day	Home Base	TOTAL SLOTS
	0	0	50	50

APPROVED TOTAL FUNDING

09CH011146 (July 1, 2021-June 30,2022)

Head Start	Federal Funding Allocation	COLA (1.22%)	Non- Federal Share Requirement	Totals
2021-2022 Basic	\$497,005	\$6,063	\$125,767	\$628,835
Training and Technical Assistance	\$11,250		\$2,813	\$14,063
TOTAL FUNDING	\$508,255		\$128,580	\$642,898
Head Start Administrative Costs not to exceed:				\$76,238

Initials _____

Attachment C

The City of La Habra
2021-2022 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 amd 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 amd 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 amd 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 amd 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 amd 22 Socializations

Initials _____

Attachment D

Subrecipient Required Reports and Documents to be Submitted to Grantee 2021-2022

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	Program Goals and Objectives Quarterly Report for prior contract year		
Jul #2	Program Information Report (for prior contract year) in HSES, with supporting Child Plus reports submitted to Grantee		
Jul #3	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 #4	Validation indicating all Self-Ongoing Monitoring (#2) non-compliances as indicated on Corrective Action Plan (CAP) have been corrected		
Jul #5	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 #6	Validation indicating all Self-Ongoing Monitoring Fiscal (#2) non-compliances as indicated on Corrective Action Plan (CAP) have been corrected		
Jul #7	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 (due August 20th)		
Aug #3	Annual Policy Committee Training Plan by calendar month (due August 20th)		
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		
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		

Initials _____

Attachment D

Document Number	Document/Report/Data	Received	Date
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	Completed Human Resources Report (due August 31st)		
Aug #23	All job descriptions		
Aug #24	Exposure Control Plan in compliance with Blood borne Pathogens Title 29 CFR Part 1910.1030b: Certification of annual review/update		
Aug #25	Exposure Control Plan in compliance with Blood borne Pathogens Title 29 CFR Part 1910.1030b: Certification of annual staff training		
Aug #26	Updated Facility Personnel Report from California State Licensing (Personnel Association Report by Center)		
Aug #27	Letter from School District on Education Code regarding fingerprinting (School Districts only)		
Aug #28	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 #29	Agency's Fiscal/Accounting Manual, with Board and PC approval dates indicated on approved documents		
Aug #30	Non-Federal Share Plan		
Aug #31	Cost Allocation Plan (due August 31st)		
Aug #32	All contracts that provide services to Head Start (and as updated during the program year), including CACFP application and vendor agreements		
Aug #33	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 #34	A. Student Accidental Insurance		
Aug #35	B. General Liability		
Aug #36	C. Automobile Insurance		
Aug #37	D. Worker's Compensation Insurance		
Aug #38	E. Blanket Fidelity Bond		
Aug #39	F. Director's and Officer's Insurance		
Aug #40	G. Property Coverage		
Aug #41	Final Fiscal Report Due (for prior contract year) (due August 20th) (Submit directly to dareports@ochsinc.org)		
Aug #42	Evidence of Non-profit status (if applicable)		
Aug #43	Center Profile Form (form will be provided by the Grantee)		
Aug #44	Department of Social Services License for each center serving Head Start or Early Head Start children		
Aug #45	All lease agreements paid in part or fully with Head Start funds		
Aug #46	Incidental Medical Services (IMS) Plan		
Aug #47	Integrated Pest Management Plan		
Aug #48	Most recent Child and Adult Care Food Program Audit Report		
SEPTEMBER			

Initials _____

Attachment D

Document Number	Document/Report/Data	Received	Date
Sep #1	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.		
Sep #2	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		
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	Program Goals and Objectives Quarterly Report		
Dec #4	Approved Community Assessment data on agency's service area		
Dec #5	Flu Shot Report indicating staff have received or signed waiver		
Dec #6	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 #7	Validation indicating all self-monitoring Health and Safety Screener non-compliances as indicated on Corrective Action Plan (CAP) have been corrected		

Attachment D

Document Number	Document/Report/Data	Received	Date
Dec #8	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 #9	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 #10	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	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		
Jan #3	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 #4	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, and Selection Criteria, 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	Program Goals and Objectives Quarterly Report		
Mar #2	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)		

Initials _____

Attachment D

Document Number	Document/Report/Data	Received	Date
Apr #3	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		
Apr #4	Completed Human Resources Report (due April 30th)		
Apr #5	Self-Assessment Report and Recommendations (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	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		
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		

Attachment D

Document Number	Document/Report/Data	Received	Date
	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		
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>		

Initials _____

Attachment D

Document Number	Document/Report/Data	Received	Date
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		
	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		

Initials _____

Attachment D

Document Number	Document/Report/Data	Received	Date
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 2021-2022

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 - 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.

-