The Neighborhood House Association

REQUEST FOR QUALIFICATIONS

to provide

Direct Child Care & Early Childhood Development Services (Head Start)
Request # 2012-002

Issue Date: December 19, 2012
Response Due Date: February 15, 2013, no later than 4:00pm
Purchasing Agent: Jerome Gissendanner (858) 715-2642 ext.183

Request

The Neighborhood House Association (“NHA”) is releasing this request for qualifications (the “RFQ” or “Request”) to determine the interest of qualified, local organizations, both for profit and not for profit, in establishing a collaborative working relationship with NHA to operate a yet to be determined number of child development centers.

NHA’s goal is to establish a collaborative working relationship with one (1) or more qualified, community organizations to provide direct child care and early childhood development services in San Diego County. The anticipated service area will primarily include central and southeast areas of the city of San Diego and other locations based upon the Community Health Needs Assessment, conducted regularly by the Department of Health and Human Services.

Qualified organizations interested in providing such services (“Respondents”) must demonstrate the ability to perform the work described in the Scope of Services set forth in this Request, have significant, prior experience successfully performing comparable work.

NHA is not required to engage in a public bidding process to solicit proposals, quotes, information or statements of qualification. This process is not subject to protest or appeal.

This Request is not an offer or commitment to award or enter into a contract, nor to purchase any goods or services.
NHA is a California nonprofit public benefit corporation, recognized as a 501(c) (3) tax-exempt organization. NHA operates a multi-purpose human service agency that facilitates leadership in communities and assists individuals and families throughout San Diego County. NHA provides services that are designed to improve the quality of life through programs relating to child development, assisting seniors to live on their own, mental health services, housing and rental assistance, and related social services. Established in 1914 as a settlement house serving the growing immigrant population and incorporated in 1923, NHA programs presently include:

<table>
<thead>
<tr>
<th>• Head Start &amp; Early Head Start</th>
<th>• Adult Day Health Care</th>
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<tr>
<td>• Housing Counseling</td>
<td>• Project Enable (Mental Health Services)</td>
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<td>• HIV/AIDS Services</td>
<td>• Senior Services Center</td>
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<td>• Homework Center</td>
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<td>• Project In-Reach (Case Mgmt. Services for Incarcerated Adults Preparing to Exit Detention)</td>
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NHA has adopted and abides by its corporate policy on equal opportunity contracting, which prohibits discrimination against any potential or current business partner, customer vendor or supplier on account of race, color, age, sex religion, creed, ethnicity, gender identity, height, weight, mental or physical ability, veteran status, military obligations, marital status, sexual orientation or national origin, except as may be required by applicable law. Small, local, disadvantaged, women-owned, and ethnic minority-owned businesses are encouraged to submit responses to this Request.

For additional information, please refer to the NHA website: [www.neighborhoodhouse.org](http://www.neighborhoodhouse.org)

Confidentiality

Respondent may have or may be provided access to NHA’s proprietary items or confidential information, including but not limited to: all the information acquired by Respondent for the purpose of developing a response to this Request (“Confidential Information”). Respondent understands and agrees to maintain the confidentiality of NHA’s Confidential Information in accordance with this RFQ and any separate nondisclosure agreement(s) which expressly reference the disclosures between Respondent and NHA. At a minimum, Respondent agrees that it shall not make NHA’s Confidential Information available to any third party without the written consent of NHA and that title and ownership of the Confidential Information provided by NHA to Respondent shall remain the exclusive property NHA.

Respondent agrees to immediately notify, in writing, NHA’s authorized representative in the event Respondent determines or has reason to suspect a breach of this requirement.
General Information about Head Start & Early Head Start

Head Start/Early Head is a federally funded, child development program primarily targeting low-income children (ages 0 – 5 years) and their families. Since its inception in 1965, more than 21 million children and their families across the nation have benefitted from comprehensive services delivered by Head Start and Early Head Start service providers.

The Head Start/Early Head Start program is based on the premise that all children share certain needs, and that children from low-income families, in particular, can benefit from a comprehensive developmental program to meet those needs. Head Start/Early Head Start is a family-oriented, comprehensive, and community-based program to address developmental goals for children, support for parents in their work and child-rearing roles, and linkage with other beneficial service delivery systems.

By law, federal grants provide only 80% of the funding necessary. Consequently, Head Start/Early Head Start programs rely on volunteers and mutually beneficial agreements with social services, health, education, and park and recreation agencies as well as service clubs, colleges and universities, and senior citizen volunteer groups.

Education/Special Education Services: Early childhood education services are delivered through several program options including half-day, extended-day, full-day and year-round. Each class is staffed by a teacher, teacher aide and parent volunteers. Head Start/Early Head Start Performance Standards require that the early childhood classroom program be developmentally and culturally appropriate for children and families enrolled. In addition, parent education activities are provided to help parents support their children’s development and education. In the Home Based model, education services are delivered through weekly, parent-focused, home visits. Additionally, a minimum of 10% of children enrolled must be children with challenging abilities.

Health Services: The Head Start/Early Head Start health component includes medical, dental, nutrition, and mental health. Services include immunizations, medical, and dental screening with required follow-up treatment. Children receive at least one-third of their daily nutritional requirements each day they attend Head Start/Early Head Start. Parents receive health information and materials. The mental health component offers crisis intervention, follow-up, parenting classes, child observations with feedback to teachers and parents, short term counseling and other preventive mental health services.

Social Services: Head Start/Early Head Start social service staff assists parents to meet their needs through education, advocacy, and referral. Staff help parents assess family needs, develop strategies, access resources, and solve problems. Staff also serves as a link to other community agencies, helping them better understand and meet the needs of Head Start/Early Head Start families.

Parent and Community Involvement: Parent involvement is the cornerstone of Head Start/Early Head Start. Parents are involved in the Head Start/Early Head Start program in a variety of ways, including volunteering in the classroom; participating in activities and workshops they have helped plan; participating as decision-makers on the Parent Congress or Parent Policy Council; and as staff. In 2002, 29% of the staff nationwide were parents of current or former Head Start/Early Head Start children and 58,870 Head Start parents volunteered in their local Head Start/Early Head Start programs.

The diversity of Head Start/Early Head Start sponsors – local government, school districts and private non-profits – reflects strong community support. Local communities must provide at least $1 in support for every $4 provided by the federal government.
Head Start/ Early Head Start:

- Believes “PARENTS ARE THE PRIMARY TEACHERS” of their children and therefore directs many of its resources towards improving the skills of parents;
- Provides mainstream services to children with moderate to severe disabilities. At least 10% of all funded slots must go to children with disabilities;
- Requires complete physical and dental exams for all children enrolled;
- Requires a developmental screening completed within 45 days of the child’s enrollment;
- Requires a hearing and vision screening for all children within 45 days of enrollment;
- Requires children’s special dietary needs nutritionally at risk are met;
- Requires family literacy to be an integral part of Head Start/Early Head Start services;
- Plans for transitioning children to public schools are required;
- Provides crises intervention to families in crises;
- Serves more than 90,000 children and their families annually in California.

Scope of Services for this Request (the “Services”)

NHA offers Head Start and Early Head Start at more than twenty (20) child development centers located throughout San Diego County. Additionally, NHA collaborates with local community organizations to provide indirect Head Start services, pursuant to delegate or subcontractor agreements. Such community organizations include the San Diego Unified School District, Alpha Kappa Alpha (AKA) Head Start and Episcopal Community Services (ECS).

NHA is currently seeking agencies interested in collaborating with NHA to deliver Head Start/ Early Head Start services at child development centers located primarily in central and southeast areas of the City of San Diego and other locations based upon the Community Health Needs Assessment, conducted regularly by the Department of Health and Human Services. We are also interested in attracting Respondents with existing General Childcare and/or State Preschool programs, currently in operation. The amount of funding will be negotiated with one (1) or more selected subcontractors based upon the program option(s) offered, number of funded enrollment slots, and any blended funding that may exist, i.e., General Child Care, State Preschool, First Five, etc.

Basic requirements of Head Start include:

- Minimum 3½ hours per day.
- Maximum 20 children per school class.
• Maximum 8 toddlers per class under supervision of Teacher (4 children per group supervised by Associate Teacher).
• Minimum of 4 days per week (at least 136 days) or, 5 days per week or 170 days

Subcontractor Application

Organization: ________________________________________________________________

Address: ________________________________________________________________________________

_____________________________________________________________________________________

Phone: ____________________________ Web address: ______________________________

Director: ____________________________________________

Email address: ________________________________________________________________

Phone: _____________________________

Name of Contact Person: ______________________________________________________________

Contact Person Email address: __________________________________________________________

Contact Person Phone: _____________________________

Non Profit □  For Profit □  LEA □ Other □  Government □

Subcontractor Profile Questionnaire and Required Attachments:

Tax ID# ________________________________________________________________

Most recent tax return (Yr): ________ (attach). Most recent 990 (Yr): ____________ (attach).

Articles of Incorporation (attach).

Agency By-laws (attach).

List of Board of Directors (attach).

Executive Director/CEO and Senior Staff Biographies (attach).

Organizational Chart(s) (attach).

Agency Budget (attach).

Funding Sources (attach).

Most Current Audit (should meet the intent of OMB-Circular A-133) (attach).
Child Development Centers currently licensed or additional licenses approved to operate centers:

1. Address:  
____________________________________________________________________________________  
____________________________________________________________________________________  
License # ___________________________  Capacity: __________  
Funding: ____________________________  

2. Address:  
____________________________________________________________________________________  
____________________________________________________________________________________  
License # ___________________________  Capacity: __________  
Funding: ____________________________  

*Attach additional sheets of paper if you operate more than 2 centers.*

**Application Check List**

1. Subcontractor Application with Subcontractor Profile Questionnaire and attachments.  
2. Brief Description of agency, Board of Directors, executive, and administrative staff. (2 page maximum).  
3. Copy of most recent agency audit (including the A-133 if applicable).  
4. Copy of CCL licensing reports and any Type A or Type B violations for previous 5 years (for all centers).  
5. Brief description of ECE curriculum (1 page maximum).  
6. Summary statement on your agency’s ability to manage and operate 5 or more Head Start centers (one page only).  
7. Discuss how your current organization structure and management systems can assume significant (Information Technology, Fiscal, Human Resources, Payroll, Facilities, etc.) program expansion.  
8. Identify sites of interest (from list on page 5).  
9. Evidence of approval to submit application by Board of Directors.

**If interested, please submit the following to:**

The Neighborhood House Association  
Attn: Jerome Gissendanner RFQ# 2012-002  
5660 Copley Drive  
San Diego, CA  92111  

All Questions must be received in writing by January 30, 2013  
e-mail Jerome@neighborhoodhouse.org

All responses are due by February 15, 2013 by 5:00 p.m.
Response Submittal Procedures

Prior to submitting a response, Respondent must carefully review this Request and any addenda subsequently issued. Respondent is responsible for seeking any clarification or information needed to respond. Respondent is solely responsible for any deficiencies in the response submitted. Respondent is solely responsible for all costs, direct or indirect, incurred responding to this Request. NHA will incur no obligation or liability in connection with the submittal of a response.

Alternates/Deviations. Respondent may recommend, for NHA’s consideration, alternate or additional services not identified in this Request or deviations from the Scope of Services in this Request that Respondent believes will enhance the specified Services or more successfully achieve the outcome sought by this Request. Any alternates or deviations must be separately listed and described; however the submittal also must be responsive to the Scope of Services described in this Request.

Proprietary Information. Certain documents in NHA’s possession are subject to inspection and copying pursuant to the Federal Head Start regulations; however, the regulations do not require disclosure of proprietary information that constitutes a trade secret under California law. NHA will attempt to protect legitimate proprietary information included in any submittal, but shall not be liable for the disclosure of any proprietary information.

Proprietary information included with a response submittal must be separately bound and clearly labeled with the words “Confidential Proprietary Information.” Appropriate reference to this separately bound information must be made in the body of the submittal. Marking the entire submittal as proprietary will result in it being rejected and returned to the Respondent participant unread.

Clarifications. Requests for clarification of this Request must be directed to Jerome Gissendanner, Purchasing Agent and submitted in writing, by facsimile to (858) 715-2671 or by E-mail to jerome@neighborhoodhouse.org prior to the submittal deadline.

Submittal Methods. Submittals may be sent by U.S. or private delivery mail service or by personal delivery to NHA’s Administration Offices (5660 Copley Drive, San Diego, CA 92111). Submittal by E-mail, in PDF format, will be accepted provided the signed, original NHA Request Response Submittal Cover Sheet is received within twenty-four (24) hours after the submittal deadline. Proposals received after the submittal deadline may be rejected.

Withdrawal of Submittal. A Respondent may withdraw its proposal by written request at any time prior to the submittal deadline. NHA will destroy, not return, the submittal package.

Proposals may be deemed non-responsive and removed from further consideration if any of the following occur:

1. The proposal is not received timely in accordance with the terms of this RFQ.

2. The proposal does not follow the specified format.
NON-DISCRIMINATION

Respondent agrees that it does not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, age, handicap or veteran status. Respondent will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to race, color, sex, or national origin. Respondent will cooperate with NHA in using vendor’s best efforts to ensure that disadvantaged business enterprises are afforded the maximum opportunity to compete for subcontracts or work under this contract.

Selection Process

It is NHA’s goal to identify the organization(s) most qualified to provide the Services. NHA will determine the most qualified Respondents (“Finalists”) at its sole discretion. Finalists shall be expected (i) to interview with NHA representatives and respond to questions regarding their submittal responses; and (ii) to attend an agency tour of NHA’s various worksites.

NHA may elect to negotiate funding with one or more of the Finalists. NHA, at its sole discretion, will make its final selection of the Finalist whose experience, expertise, reputation, capabilities, past performance and cost is determined to be most advantageous to NHA.

NHA’s decision is final and is not subject to any form of administrative review, appeal or protest.

Notification of Award and Critical Deadlines

Closing Submission Date: Proposals must be submitted no later than 4:00 p.m. (Pacific Standard Time) on February 15, 2013.

NHA anticipates that the final decision regarding this RFQ will be made by April 30, 2013, with new services, if any, to commence on or after July 1, 2013.

Upon conclusion of final negotiations with the successful Finalist, all Respondents who have submitted proposals in response to this RFQ will be informed, in writing, of the name of the successful firm.

Contracting Process

Neither this Request nor the selection of a Respondent shall create a binding commitment on NHA. Upon completion of the selection process, NHA may award a contract to the party whom it elects to provide the Services in this Request. A binding commitment will only occur when a contract between NHA and the successful Respondent has been fully executed.
Disclaimers

NHA anticipates a single contractor will be selected as a result of this Request; however, NHA reserves the right, in its sole discretion, to award contracts to multiple contractors. NHA further reserves the right, in its sole discretion, to reject any or all response submittals, waive any informalities in this process or the submittal requirements; and/or cancel, in whole or in part, this Request.

Attachments

The following documents are attached hereto and incorporated herein:

- Addendum I - Specimen Head Start Services Agreement
ADDENDUM I
SPECIMEN HEAD START SERVICES AGREEMENT

This Head Start Services Agreement (“Agreement”) is entered into effective July 1, 2013, by and between The Neighborhood House Association (“NHA”), a California non-profit public benefit corporation with primary offices located at 5660 Copley Drive, San Diego, CA 92111, and [CONTRACTOR] (“CONTRACTOR” or “CONTRACTOR”). NHA and CONTRACTOR are collectively referred to herein as the (“Parties”).

1.0 Term. This Agreement shall be effective ___________ (“Effective Date”) and automatically expire on ___________, unless terminated earlier in accordance with the terms and provisions set forth herein (“Term”). Provided CONTRACTOR fully performs as required herein, it is the intent of the Parties to consider renewal of this Agreement beyond the initial Term.

2.0 Scope Of Work. CONTRACTOR agrees to operate a Head Start compliant program, which shall consist of Part Day and Combination Program Options. CONTRACTOR’s Head Start program shall provide comprehensive early childhood care and education services, during the school year, at the Sites (hereinafter the “Services”) for children whose families meet the Federal Income guidelines and other eligibility requirements of the Head Start Act, as amended, 42 USC 9801 et. seq. (the “Head Start Act”) and applicable provisions of the Federal Head Start Performance Standards contained in 45 CFR 1301 through 1311 and 2 CFR 215 as amended; in addition to applicable provisions of the California Child Care Licensing regulations, (hereinafter collectively referred to as “Regulations”) as such Regulations may be amended from time to time. In addition, CONTRACTOR agrees to perform the following Services:

2.1 Program Services. CONTRACTOR shall:

A. Ensure that One Hundred Percent (100%) enrollment is achieved on the first day of Head Start, as established by and reported to the Office of Head Start (September 17, 2012) and is maintained for the duration of the Agreement by providing center-based Head Start Services for ___________ children and their families. CONTRACTOR shall ensure that no less than 3.5 hours of center-based Services are provided for a minimum of thirty-seven (37) weeks per year, as set forth in EXHIBIT “A”, attached hereto and made a part hereof. Additionally, CONTRACTOR shall provide Combination Head Start Services (per 45 CFR §1306.34, as amended) for ___________ children and their families.

B. Comply with special safety and health protocols adopted and furnished by NHA, as may be modified from time to time, including:

- Use of safety vests or T-Shirts for all children during field trips
- Raise gates and latches to appropriate heights as approved by NHA
- Use of safety ropes during field trips
- Other outdoor and classroom transition protocols
C. Provide health, mental health, social support services to children and families enrolled.

### 2.2 Facilities Services

**CONTRACTOR shall:**

A. Provide Program Services only in facilities that have a current license from the State of California, Department of Social Services, Community Care Licensing Division ("CDSS/CCL").

B. Provide NHA with copies of appropriate licenses prior to commencement of Program Service and maintain such licenses for the term of this Agreement.

C. Notify NHA in writing of any changes in license status of any facility used for Program Services in the performance of this Agreement within 48 hours of such occurrence.

D. Notify NHA of any reportable license incidents/accidents that occur at the Sites within 48 hours and provide NHA a copy of the incident report that is filed with CDSS/CCL.

E. Maintain for the term of this Agreement a current Child Care License ("CCL") for each Site issued by the California Department of Social Services, Community Care Licensing and shall provide NHA with a copy of the license and shall notify NHA in writing of any changes in the status of license. CONTRACTOR shall provide NHA with a copy of all CCL site visit reports within 48 hours after receipt from CCL.

### 2.3 Additional Performance Services

**CONTRACTOR shall complete each of the following within the time schedule established by NHA:**

A. Utilize an approach to Child Development and Early Childhood Education that is developmentally and linguistically appropriate and recognizes the individual development rates amongst children. This approach should also be inclusive of children with disabilities.

B. Keep the necessary records to maintain compliance with the Head Start Performance Standards, e.g., enrollment, attendance, educational screenings, etc.

C. Offer each parent’s participation in the Family Partnership Agreement process for the purpose of establishing family goals, responsibilities, timetables and strategies for achieving these goals as well as progress in achieving them. The completion of the Family Partnership Agreement will be done by CONTRACTOR staff.

D. Use its best efforts to promote participation in the Head Start governance process to parents with pre-school age children between the ages of three and five years old, e.g., notification of center committee meetings.

E. Conduct a monthly fire drill and documentation shall be made available to the NHA staff.

F. Ensure at least ten percent (10%) of the children enrolled at the Sites are identified as special needs as defined in 45 CFR Part 1305. CONTRACTOR shall adhere to all Head Start Program Performance Standards on Services for Children with Disabilities (45-CFR-1308).

G. Provide educational, center-based Services to the participants of the Head Start Program by offering a minimum of thirty seven (37) weeks of class operation during the term of
this Agreement. Number of days for subsequent years will be determined by CONTRACTOR in accordance with the Head Start Performance Standards.

(i) Combination Option. CONTRACTOR shall ensure that it performs at least ninety-six (96) class sessions and one (1) home visit per month, per eight (8) month program session, for each family enrolled in the combination option Head Start Program. Home visits shall last a minimum of ninety (90) minutes each.

H. Ensure that when it is determined that an enrollment vacancy exists no more than thirty (30) calendar days will elapse before the vacancy is filled.

I. Follow the Head Start Program Performance Standard 45-CFR-1305.8 for monitoring the Average Daily Attendance (ADA). When the monthly ADA rate in all program options falls below 85% of the enrollment, CONTRACTOR will analyze the causes of absenteeism and take appropriate action as prescribed in 45-CFR-1305.8, Attendance, paragraphs (a), (b) and (c). CONTRACTOR will submit an analysis to NHA when the monthly ADA falls below 85%.

J. Within the first forty-five (45) days conduct screenings of all children that will identify any developmental, behavioral, language, social, cognitive, perceptual and emotional concerns. CONTRACTOR agrees to notify the child's parent/guardian and NHA when an observable known or suspected health or developmental problem and arrange for further testing by a licensed professional.

K. Work directly with the CONTRACTOR Child Development Student Support Services Team to coordinate health and social services to participation children and families to avoid duplication of services.

L. Conduct ongoing child assessment with the following additional assessments: Desired Results Developmental Profile (DRDP-R) on enrolled children two (2) times per year and another Federally approved assessment one (1) time per year, for a total of three (3) assessments to be completed per year.

M. Hold two (2) parent teacher conferences annually for each child with the goal of enhancing the parent’s role as the primary educator of their children.

N. CONTRACTOR staff must hold not less than two (2) home visits per each program year for children enrolled in the center based options. Visits to the homes of each enrolled child must be held: (i) unless the parent/guardian expressly objects in writing to such visits; or (ii) in cases where a visit to the home presents significant safety hazards for staff.

O. Recruit, select and employ the number of classroom teachers and aides and shall also recruit, select and maintain an adequate number of volunteers to provide assistance in the Head Start classroom.

P. Provide a child development education program not to exceed 24 Head Start eligible children per classroom (average age of 4 years old otherwise not to exceed 17 children whose average age is 3 years old) that meets the Federal Head Start Performance Standards and related regulations.

Q. Provide health, mental health, social and supportive services to Head Start eligible children and families enrolled at Sites operated by CONTRACTOR.
R. Provide social and supportive services necessary to maintain compliance with the Head Start Performance Standards that includes family partnership, referrals to community partners, and case management services by CONTRACTOR staff.

S. Within the first forty-five (45) days of class operation, review health, dental and vision screenings of all children that will identify any developmental concerns. CONTRACTOR agrees to notify the child’s parent/guardian when an observation known or suspected health or developmental problem arises. Both Parties will work collaboratively to arrange for further testing by a licensed professional or follow up.

T. Within the first ninety (90) days of class operation will determine each child’s health status to ensure that children have an ongoing source of continuous accessible health care.

U. Offer each parent the opportunity to participate in the Family Partnership process for the purpose of establishing family goals, timetables and strategies for achievement.

V. CONTRACTOR to provide the appropriate staff for each school site to provide services to identified students.

W. Provide the social and supportive services necessary to maintain compliance with the Head Start Performance Standards that includes enrollment, referrals to community partners, and case management services by Head Start Staff.

X. Provide staff to provide health, mental health and social services to children and families.

Y. Use ERSEA eligibility criteria data to determine which families will be enrolled; recruit and enroll Federal Head Start income eligible children; design services for children and families.

Z. Provide documentation of non-Federal share to NHA monthly.

AA. Provide reports according to NHA mandates; including names of children that have been identified and/or referred for special education and mental health services. NHA will treat all such information provided as confidential, as required by Head Start Regulations.

BB. Provide NHA’s Project Manager with a Quarterly Personnel Report which shall include the number of new CONTRACTOR employees assigned to perform the Services pursuant to this Agreement and those CONTRACTOR employees relieved from performing the Services hereunder. The CONTRACTOR employees referenced in the Quarterly Personnel Report shall be only those employees that are compensated predominately with Head Start funds (i.e. in the amount of 51% or more).

3.0 **NHA SUPPORT.** NHA agrees to:

A. Perform the administrative services required of Grantee that are designed to maintain compliance with the requirements outlined in the Grantee Administrative Component Plan, incorporated herein by reference, which was included in the grant application for the 2012-2013 program year Head Start funding submitted to U.S. Department of Health and Human Services, Administration for Children and Families.

B. Conduct fiscal and programmatic reviews during its on-going monitoring process as required by the Administration for Children and Families.
C. Provide technical assistance, as needed, upon written request from the CONTRACTOR and as determined by NHA as part of NHA’s responsibilities under this Agreement.

D. Provide CONTRACTOR with forms to include in the enrollment packets that include parental confidentiality statements indicating NHA’s written permission to share its information pertaining to program enrollment eligibility with the CONTRACTOR.

E. Provide support to CONTRACTOR staff on the educational curricula, required to meet the specified requirements of the Head Start Program Standards, through the participation in periodic meetings and trainings that include staff from NHA and CONTRACTOR.

F. Provide Head Start related information to be distributed to families of students at each of the school sites (e.g. flyers, community resource listings, meeting notices, etc.).

G. Provide copies of the Head Start Performance Standards to the CONTRACTOR.

H. Provide training opportunities for CONTRACTOR staff to acquire knowledge related to the implementation of the Head Start Performance Standards.

I. Follow CONTRACTOR State preschool calendars for the operation of the Head Start program at CONTRACTOR Sites.

J. Provide transportation services for two (2) educational field trips for each individual site during the program year at no cost to CONTRACTOR.

K. Perform ongoing Quality Assurance monitoring of enrollment which is designed to ensure that all vacancies are filled timely. CONTRACTOR shall ensure that any enrollment vacancies are filled within thirty (30) calendar days.

L. Provide CONTRACTOR with data entry support, including entering PROMIS data on an ongoing basis.

4.0 Joint Responsibilities. Both Parties agree to:

A. Work collaboratively to comply with their respective confidentiality guidelines with respect to the release of student/family information collected as a result of their participation in the Program. Further, upon signed parent release of information, both CONTRACTOR and NHA will have access to family information.

B. NHA and the CONTRACTOR shall provide to appropriate state and federal agencies pertinent documentation required to sustain, or expand funding resources for the Program.

C. NHA and the CONTRACTOR shall co-monitor the Program, for licensing and compliance to determine if Head Start Performance Standards have been met. Such monitoring shall be accomplished through periodic site visits. Monitoring visits may occur during instructional time with the least degree of interruption to classroom activities.

D. NHA and the CONTRACTOR will conduct a Program Self-Assessment, Program Information Reports, and On-going Monitoring functions to comply with the Head Start Performance Standards. Monitoring reports will be shared with the ECE Director.

E. The Parties agree to jointly update the study design to evaluate the continuing developmental progress toward school readiness during the school year.

F. The Parties agree to jointly facilitate data collection activities related to the evaluation (e.g., electronic enrollment records, survey distribution and collection, assessment
administration, and collection of electronic data results.)

G. Use NHA’s Community Assessment data to determine which families will be enrolled; recruit and enroll Federal Head Start income eligible children; design services for children and families.

H. Not enroll children whose family income exceeds Federal Income Guidelines without prior written approval from NHA. CONTRACTOR must submit a Request for Advance Approval (RAA) for special consideration to NHA.

I. Provide reports according to NHA mandates.

5.0 NHA Additional Services. Any services not specified in this Agreement, which NHA shall not be obligated to do, an additional fee payable to NHA shall be negotiated in good faith between the Parties. Any additional services and/or fees to be added to this Agreement shall be set forth in a written amendment and executed by the Parties. The fees payable to obtain any Additional Services, shall be based on NHA’s then current rates, to be negotiated.

6.0 Payment Limit. NHA's total reimbursement to CONTRACTOR under this Agreement shall be allocated as specified in EXHIBIT “B1” attached hereto and incorporated herein by this reference. If the stated amount on EXHIBIT “B1” is increased or decreased, the revised allocation will be specified by a revised EXHIBIT “B1” signed by both Parties and amended into the Agreement.

6.1 Payment Basis. Subject to the Payment Limit, payments to CONTRACTOR for all services provided by CONTRACTOR under this Agreement shall only be for costs that are allowable costs that are actually incurred in the performance of CONTRACTOR’s obligations under this Agreement.

6.2 Allowable Costs. CONTRACTOR’s allowable costs are only those which are determined in accordance with:

   A. Department of Health and Human Services Administration of Grants Federal Regulations 45 CFR Part 92 including any amendments thereto and the applicable Subparts listed hereunder and any other documents regarding principles for determining and allocating the allowable costs of providing the Services and any standards set forth for determining the allowability of selected items of costs of providing the Services. Attached hereto as EXHIBIT “B2”, and included for illustrative purposes only, is a non-exhaustive listing of common budget items and budget changes requiring prior written approval from CONTRACTOR.

   B. Federal Management Title 2, Subtitle A, Chapter II, Part 225, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.

   C. Pursuant to Section 653 of the Head Start Act, CONTRACTOR shall, within ten (10) days prior to the effective date of this Agreement, execute the Employee Compensation Cap Certification, attached hereto as EXHIBIT “C”, with respect to its Head Start personnel allocated to this Agreement.

   D. Alteration or Renovation of Facilities. Alteration and/or renovation of facilities is allowable under this Agreement if such alteration and/or renovation have received the prior written approval of NHA in the annual budget. Approval for renovation of facilities leased by CONTRACTOR shall require CONTRACTOR to share the relevant terms and conditions governing CONTRACTOR’s use of
such facilities, including but not limited to the length of lease term, permitted uses and any restrictions prohibiting specific types of alterations or renovations. If such approval was not granted in the annual budget and cost exceeds $5,000.00, CONTRACTOR shall obtain the prior written approval of NHA (see EXHIBIT “B2” for guidance related to common budget items and budget changes requiring prior written approval.

6.3 Payment Demands. CONTRACTOR shall submit written demands. Said demands shall be made on Claim for Reimbursement for Services furnished and in the manner and form prescribed by NHA. CONTRACTOR shall submit said requests for payment no later then 30 days from the end of the month in which the Agreement services upon which such request is based were actually rendered. Upon receipt of the invoice, NHA shall deliver payment, no later than 30 days after this Order is approved by the Board of Education, to:

[CONTRACTOR’S ADDRESS]

6.4 Right to Withhold. NHA has the right to withhold payment to CONTRACTOR when, in the opinion of NHA expressed in writing to CONTRACTOR within seven (7) calendar days, (a) CONTRACTOR's performance, in whole or in part, either has not been carried out or is insufficiently documented (b) CONTRACTOR has failed to sufficiently itemize or document its request(s) for payment as outlined in the Service Plan.

6.5 Cost Report and Settlement. No later than sixty (60) days following the termination of this Agreement, CONTRACTOR shall submit to NHA a cost report in the form required by NHA, showing the allowable costs that have actually been incurred by CONTRACTOR under this Agreement. If said cost report shows that the allowable costs that have actually been incurred by CONTRACTOR under this Agreement exceed the payments made by NHA, subject nevertheless to the payment limit of this Agreement NHA will remit any such excess amount to CONTRACTOR, provided that the payments made, together with any such excess amount, may not exceed the Agreement payment limit. If said cost report shows that the payments made by NHA exceed the allowable costs that have actually been incurred by CONTRACTOR under this Agreement, CONTRACTOR shall remit any such excess amount to NHA.

6.6 Claim Funds. Approved claims shall be paid only from funds granted to NHA by ACF pursuant to the Head Start program, and CONTRACTOR hereby waives any claim it may have against any other funds of NHA. This Agreement is valid and enforceable only if sufficient funds are made available to NHA by ACF for the purpose of conducting the program identified in this Agreement. Any expenditures or obligations by CONTRACTOR made prior to the commencement date of the term of NHA’S agreement with the ACF will not be accepted by NHA for reimbursement unless approved in writing by NHA.

6.7 Unit of Services. For the purposes of payment, one unit of service is defined as one month of part day, center based Federal Head Start services for one child slot, not to exceed twelve (12) months during the term of this Agreement. The dollar amount specified as a unit of service shall be determined from Reasonable and Allowable Costs as defined in Section 6.2 above.

6.8 Separate Accounting. CONTRACTOR shall keep a separate accounting for the funds provided under this Agreement, and no part of any funds advanced shall be inappropriately commingled with other funds of CONTRACTOR. All Head Start funds must be deposited in a FDIC bank account. NHA shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.

6.9 Notice of Federal Interest. In the event CONTRACTOR uses Head Start grant funds to lease property or to complete a major renovation of the leased premises, CONTRACTOR agrees not to sublease, assign, or otherwise transfer the leased property, or use the property for any non-grant purpose, without the express written approval of the responsible HHS official. CONTRACTOR further agrees to:
6.9.1 provide NHA’s Project Manager, referenced in Section 8.0 below, with notice of any default by CONTRACTOR under the Lease, on the date of the discovery of such default;

6.9.2 provide NHA’s Project Manager, referenced in Section 8.0 below, with notice of that the Lessor has notified CONTRACTOR of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that CONTRACTOR receives such notice from the Lessor; and

6.9.3 notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property for which the Federal government has a beneficial ownership interest and other interests (“Federal Interest”) in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 74, 92, 1309 1310, as amended, and relevant decisions of the United States courts.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.

The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.

The grant conditions and requirements cannot be altered or nullified through a transfer of ownership.

6.10 Debarment, Suspension, Termination and/or Revocation. CONTRACTOR hereby certifies that neither it, any of its principals, nor any subcontractor to be used in the performance of this Agreement:

6.10.1 Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

6.10.2 Has, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, California or local) transaction or contract under a public transaction; violation of federal or California antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

6.10.3 Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, California or local) with commission of any of the offenses enumerated in subsection 2 of this section 35; and,

6.10.4 Has within a three (3) year period preceding this Agreement had one or more public (federal, California or local) transactions terminated for cause or default.
6.10.5 If unable to certify to the best of its knowledge the statements set forth above, CONTRACTOR and/or any of its principals shall attach to this Agreement an account of the circumstances and any explanations therefore.

6.10.6 CONTRACTOR further agrees to request this certification from any subcontractors that perform services under this Agreement.

6.11 Final Report and Settlement. CONTRACTOR shall adhere to NHA’s “Year End Closing Schedule”, attached hereto as EXHIBIT “D”, and made a part hereof. If said report shows that the payments made by NHA exceed the allowable costs that have actually been incurred by CONTRACTOR under this Agreement, CONTRACTOR agrees to remit any such excess amount to NHA within thirty (30) days.

7.0 Indemnification. To the extent permitted by law CONTRACTOR shall indemnify, hold harmless and defend NHA and its officers, directors, agents and employees from and against any and all liabilities, obligations, damages, costs, losses, and expenses (including reasonable attorneys’ fees), in litigation commenced by or against CONTRACTOR and all claims, demands, actions or judgments or damages to or loss of property or profits resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance, associated with CONTRACTOR’s operation of the Sites and any transactions arising out of or related to this Agreement. Such indemnification by CONTRACTOR shall apply unless such damage or injury results from the negligence or willful misconduct of NHA its officers, directors, agents or employees.

7.1 Insurance. CONTRACTOR shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, in addition to the insurance CONTRACTOR deems proper to operate its own business, the insurance set forth herein. All insurance policies shall be issued by an insurance company authorized by law to conduct business in the State of California, subject to NHA’s approval. Prior to commencement of this Agreement, CONTRACTOR may self-insure and shall provide NHA original insurance policy documentation, including certificates evidencing the required coverage.

7.2 Liability Insurance. CONTRACTOR shall provide comprehensive liability insurance with minimum combined single limit coverage of $2,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Deductible shall be subject to approval by NHA. CONTRACTOR shall name NHA and its officers and employees as additional insureds on an endorsement as to all service performed by CONTRACTOR under this agreement. Said policies shall constitute primary insurance as to NHA, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the CONTRACTOR's insurance policy or policies.

7.3 Workers' Compensation. CONTRACTOR shall provide workers' compensation insurance coverage for its employees.

7.4 Certificate of Insurance. CONTRACTOR shall provide NHA with (a) certificate(s) of insurance and endorsement(s) evidencing liability, and worker's compensation insurances as a pre-requisite to signing this Agreement. If the CONTRACTOR should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Agreement, then the CONTRACTOR shall provide (a) current certificate(s) of insurance.

The insurance policies provided by the CONTRACTOR shall include a provision for thirty (30)
days written notice to NHA before cancellation or material changes of the above specific coverage.

7.5 **Employee Dishonesty Bond.** CONTRACTOR shall provide an Employee Dishonesty Bond with a minimum limit of $50,000.

8.0 **Project Managers.** The Parties’ respective designated representatives shall be the day-to-day contact persons during the performance of services provided under this Agreement. CONTRACTOR's Project Manager shall be ________________, NHA's Project Manager shall be its **Associate Vice President, Yolanda Pérez.** All submittals required of CONTRACTOR shall be delivered to NHA's Project Manager. NHA's Project Manager may not: (a) award, renew, terminate or cancel this Agreement; (b) agree to, or sign any modifications to this Agreement; (c) obligate NHA for work or services outside the scope or this Agreement; or (d) negotiate changes in price or cost of Services provided by NHA.

9.0 **Termination.** This Agreement shall automatically expire on ____________, unless terminated earlier as provided below.

9.1 **Written Notice.** This Agreement may be terminated by either Party, at their sole discretion, upon written notice upon 90-day prior written notification, thereof other, and may be canceled immediately by written mutual consent. NHA retains the right to terminate this Agreement immediately upon CONTRACTOR’s failure to safeguard the health and safety of children, parents and staff; to safeguard Federal assets; knowingly violates laws or regulations of the Head Start program; or in any other way jeopardizes the welfare of the Head Start program.

9.2 **Failure to Perform.** NHA, upon written notice to CONTRACTOR, may immediately terminate this Agreement should the CONTRACTOR fail to perform properly any of its obligations hereunder. The cost to NHA of completing CONTRACTOR's performance shall be deducted from any sum due the CONTRACTOR under this Agreement, without prejudice to NHA's rights otherwise to recover its damages.

9.3 **Cessation of Funding.** Notwithstanding the above, in the event that Federal, State, or other non-NHA funding for this Agreement ceases, NHA will notify CONTRACTOR of the date of the termination of this Agreement.

9.4 **Rights and Obligations of the Parties Upon Termination.** On the effective date of termination of this Agreement, CONTRACTOR shall surrender possession of any property or premises belonging to NHA that is in CONTRACTOR’s possession or control. CONTRACTOR shall, at its sole expense, move out and remove all of its property from any NHA premises. Any property remaining on any NHA premises for more than ten (10) business days following the effective termination date will be deemed abandoned and NHA may dispose of it by any means it deems reasonable. In addition, if CONTRACTOR ceases to operate the program under this Agreement, CONTRACTOR agrees to return to NHA within thirty (30) days after the termination of this Agreement all equipment and supplies purchased with Federal Head Start funds and all records pertaining to this program, including, but not limited to the following documents: enrollment/registration forms, health histories, family needs assessments, Individual Education Plans (IEP's), developmental histories, child observations, and assessments.

**SECTION 10. GENERAL PROVISIONS**
10.1 **Independent Contractor Status; No Agency Relationship.** NHA and CONTRACTOR are and shall remain independent entities. Neither CONTRACTOR nor its agents or employees shall act as officers, agents, or employees of NHA. CONTRACTOR has no authority to assume or create any commitment or obligation on behalf of NHA or, to bind NHA in any manner. The Parties intend that NHA, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Accordingly, CONTRACTOR shall be solely responsible for (i) all of its hiring/firing decisions; (ii) supervising its workers and working conditions; (iii) all taxes and applicable withholdings; (iv) wages and hours; and (v) other similar statutory obligations with respect to amounts paid by NHA to CONTRACTOR. Nothing contained herein shall be construed to prohibit CONTRACTOR from contracting with any other person, firm or entity to perform services similar to or the same as those referenced in this Agreement. Further, nothing contained herein shall be construed to prohibit or restrict CONTRACTOR from obtaining services from other parties that may be required in the operation of its own business.

10.2 **Force Majeure.** The obligation of any Party to perform any acts herein shall be suspended during the period such performance is prevented by acts of God; war; riot; invasion; fire; accident; strike or walkout; government interference, regulation, appropriation, or rationing; or by inability to secure goods because of the foregoing conditions. The obligation to perform shall resume immediately upon cessation of the force majeure condition(s).

10.3 **Notices.** Any notice required by this Agreement must be in writing and shall be deemed to have been sufficiently communicated when (1) personally delivered or (2) on the second (2nd) business day after mailing by overnight delivery, postage prepaid:

- **to NHA addressed:**
  - President & CEO
  - Neighborhood House Association
  - 5660 Copley Drive
  - San Diego, California 92111
  - with copies to:
  - Legal Department
  - Neighborhood House Association
  - 5660 Copley Drive
  - San Diego, California 92111
  - Associate VP, CYFS, Yolanda Pérez
  - Neighborhood House Association
  - 5660 Copley Drive
  - San Diego, California 92111

- **or to CONTRACTOR addressed:**

10.4 **Confidential Information.** All information furnished or disclosed to CONTRACTOR by NHA in connection with this Agreement which is identified as confidential is received in confidence, shall remain the property of NHA and shall not be disclosed to any third-party without NHA’s prior written consent. CONTRACTOR shall not use any such information for any purpose other than to perform this Agreement.

10.5 **Compliance with Law.** CONTRACTOR shall be subject to and comply with all Federal, State and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, nondiscrimination, licensing, employment and purchasing practices, and wages, hours and conditions of employment, which include but are not limited to (i) Head Start salary cap and compensation
regulations found at 42 USC 9848, Section 653; (ii) OMB cost allocation rules applicable to NHA as a Head Start non-profit Agency; and (iii) acknowledgement that any funds provided by NHA to CONTRACTOR are to be treated and accounted for as federal funds pursuant to a federal Head Start grant award.

10.6 **Inspection.** CONTRACTOR's performance, place of business and records pertaining to this Agreement are subject to monitoring, inspection, review and audit by authorized representatives of NHA, the State of California, and the United States Government.

10.7 **Reporting Requirements.** Pursuant to Government Code Section 7550, CONTRACTOR shall include in all documents or written reports completed and submitted to NHA in accordance with this Agreement, a separate section listing the numbers and dollar amounts of all Agreements and sub Agreements relating to the preparation of each such document or written report. This section shall apply only if the payment limit under this Agreement exceeds $5,000.

10.8 **Records.** CONTRACTOR shall keep and make available for inspection and copying by authorized representatives of the NHA, the State of California, and the United States Government, the CONTRACTOR's regular business records and such additional records pertaining to this Agreement as may be required by NHA.

A. **Retention of Records.** The CONTRACTOR shall retain all documents pertaining to this Agreement for five years from the date of submission of CONTRACTOR's final payment demand of final Cost Report; for any further period that is required by law; and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, CONTRACTOR shall make these records (which include, but are not limited to, the records required pursuant to Section 10.11 below) available to authorized representatives of NHA, the State of California, and the United States Government.

B. **Access to Books and Records of CONTRACTOR and Subcontractors.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, CONTRACTOR shall, upon written request and until the expiration of four years after the furnishing of services pursuant to this Agreement, make available to the Secretary of Health and Human Services or to the Comptroller General, or any of their duly authorized representatives, this Agreement and books, documents, and records of CONTRACTOR that are necessary to verify the nature and extent of all costs and charges hereunder. Further, if CONTRACTOR carries out any of the duties of this Agreement through a subcontract with a value or cost of $10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that upon written request and until the expiration of the four years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available, to NHA, to the Secretary or to the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor that are necessary to verify the nature and extent of all costs and charges thereunder.

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

C. **Additional Funding.** Within ten (10) days following the full execution of this Agreement, CONTRACTOR shall furnish a writing certifying each of its present funding sources and
amounts. CONTRACTOR shall notify NHA, in writing, within ten (10) days of receipt of any additional funding that materially affects the cost and/or quality of the program. Upon receipt of such written notification, the NHA may reduce payment to CONTRACTOR hereunder upon redetermination of the appropriateness of the reimbursement of costs under this Agreement.

10.9 **Required Audit.** If CONTRACTOR is funded by $500,000 or more in federal grant funds in any fiscal year from any source, CONTRACTOR shall provide to NHA, on or before March 1st of each year, a copy of the yearly audit, which conforms to the requirements, set forth in the most current version of Office of Management and Budget Circular A-133. CONTRACTOR will report any audit findings immediately to NHA (Fiscal Department).

10.10 **ERPA/HIPPA Confidentiality Certification.** CONTRACTOR certifies the following:

a. CONTRACTOR is familiar with the Family Educational Rights and Privacy Act.
b. CONTRACTOR is familiar with Health Insurance Portability and Accountability Act.
c. CONTRACTOR is solely responsible for complying with the above laws.
d. CONTRACTOR is solely responsible for ensuring that all CONTRACTOR employees and subcontractors comply with the above laws.

10.11 **Annual Statement of Compliance with Criminal Record Check and Health Screening (TB Clearance).**

a. CONTRACTOR hereby affirms and certifies that, for the period services are performed under this Agreement, its personnel, including but not limited to its employees, volunteers, contractors and/or agents working with any children receiving services pursuant to this Agreement have: (i) received a criminal record check in a manner consistent with California Education Code requirements regarding fingerprint Ed. Code §45122.1 et. seq.; (ii) tuberculosis clearance in a manner consistent with Ed. Code §49406 et. seq.; and (iii) not been convicted of a felony as defined in the Education Code Section 45122.1.

b. CONTRACTOR agrees to provide evidence of compliance with Section 10.11 to NHA’s Project Manager before Services can be performed by CONTRACTOR’s personnel.

c. CONTRACTOR shall also provide an annual statement to NHA’s Project Manager that certifying CONTRACTOR’s compliance with this Section 10.11, including, if applicable:

1. Reference to the California Education Code regulation that mandates criminal background clearance, TB clearance and Health Screen must be obtained before employment commences; however, copies of such and verifications cannot be kept in the employee’s personnel file.

2. The criminal record clearance number and name for each person paid with Head Start funds.

3. The date of criminal record clearance as reflected in database and verified by Contractor official for each person paid with Head Start funds.

4. The date of hire provided for all persons paid with Head Start funds.
10.12 **Binding on Successors and Assigns.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and assigns, subject to the limitations on assignment and subcontracting set forth herein.

10.13 **Assignment and Subcontracting.** CONTRACTOR shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of NHA; and any purported assignment by CONTRACTOR, without prior written consent, shall be null and void and constitute a material breach.

10.14 **Modifications and Amendments.** No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed on behalf of each Party by a duly authorized representative.

10.15 **Headings.** All section and paragraph headings are for reference and convenience only and do not alter, amend, explain, interpret or otherwise affect the terms and conditions of this Agreement.

10.16 **Applicable Law.** This Agreement is made and entered into in the State of California and its interpretation and enforcement and the construction of its terms shall be governed by California law.

10.17 **Attorney Fees.** If legal action, including arbitration or action for declaratory relief, is brought by either Party to interpret or enforce any provisions of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees and other costs incurred, the award of which may be determined in the same action or a separate action brought for that purpose.

10.18 **Additional Assurances.** Attached hereto as **EXHIBIT “E1”** and **EXHIBIT “E2”** (which are both incorporated herein by this reference) are additional Assurances governing this Agreement between NHA and CONTRACTOR for Head Start Services rendered to NHA. The Parties to this Agreement shall abide by all of the terms and conditions set forth in the Assurances. Additionally, each provision and clause required by law to be inserted in this Agreement shall be deemed to have been so inserted and this Agreement shall be read and enforced as though each such provision were included. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, this Agreement shall be amended.

10.19 ** Entire Agreement.** This Agreement represents the sole and entire agreement between NHA and CONTRACTOR, and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto, relating to the subject matter of this Agreement.

10.20 **Partial Invalidity.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10.21 **No Waiver of Breach or Default.** NHA’s failure to strictly and/or promptly enforce any of its rights, including but not limited to declaring a default, requiring cure of default, and/or terminating this Agreement, shall not operate as a waiver of the default or breach of NHA’s rights, or to defeat or affect in any way the rights of either party, with respect to any such continuing or subsequent default or breach. No waiver shall be inferred from or implied by anything done or omitted by either party, except an express written waiver. All rights and remedies of either Party with respect to default and breach shall be cumulative and not alternative. Each Party expressly reserves the right to enforce any and all rights it has herein at any such time as the Party, in its sole discretion, deems appropriate.
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their names and on their behalf by the duly authorized representatives, effective the date first above written.

CONTRACTOR

By ______________________________             Its:       Date:

The Neighborhood House Association

By Rudolph A. Johnson, III, President and CEO

By ______________________________

Date:

Approved as to form and legality:

Dwight D. Smith
Executive VP & General Counsel
The Neighborhood House Association
EXHIBIT “A”

PROGRAM APPROACH FORM - Grantee/Delegate Number 09CH7015/48
Agency Name Contractor
EXHIBIT "A"

CONTRACTOR Operations
Proposed FY 47 Funded Enrollment

[TO BE DEVELOPED BY CONTRACTOR]
EXHIBIT “B1” – PAYMENT

For Services performed by CONTRACTOR pursuant to this Agreement, NHA agrees to reimburse CONTRACTOR in an amount not to exceed $[TBD], as follows:

A) Head Start Center Based Option:

Funded Enrollment = $[TBD]

B) CONTRACTOR will invoice NHA on a monthly basis. Such amounts reimbursed shall cover program operation costs related to (i) Personnel; (ii) Fringe; (iii) Supplies and Materials; (iv) Equipment; (v) Training and Staff Development; (vi) Travel; (vii) Printing and Publications; (viii) Meals for Parent Meetings; and (ix) such other allowable costs associated with CONTRACTOR’s performance of the Services.
EXHIBIT “B2”
Common Budget Changes Requiring Prior Approval

Definitions and Regulations

2 CFR Part 230 - Cost Principles for Non-Profit Organizations, Appendix B - Selected Items of Cost

15. Equipment and other capital expenditures.

a. Definitions

a. (1) "Capital Expenditures" means expenditures for the acquisition cost of capital assets (equipment, buildings, land), or expenditures to make improvements to capital assets that materially increase their value or useful life. Acquisition cost for equipment, for example, means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in transit insurance, freight, and installation may be included in, or excluded from, the acquisition cost in accordance with the non-profit organization’s regular accounting practices.

a. (2) "Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-profit organization for financial statement purposes, or $5000.

b. Rules of allowability

b. (1) Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except where approved in advance by the awarding agency.

b. (2) Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of $5000 or more have the prior approval of the awarding agency.

b. (3) Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior approval of the awarding agency.

27. Maintenance and repair costs

Costs incurred for necessary maintenance, repair, or upkeep of buildings and equipment which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operation condition, are allowable.

45 CFR Part 1309 - Head Start Facilities Purchase, Major Renovation and Construction

1309.3 Definitions

Construction means new buildings, and excludes renovations, alterations, additions, or work of any kind to existing buildings.

Incidental alterations and renovations means improvements to facility which do not meet the definition of major renovation.

Major renovation means a structural change to the foundation, roof, floor, or exterior or load-bearing walls of a facility, or extension of an existing facility to increase its floor area. Major renovation also means extensive alteration of an existing facility, such as to significantly change its function and purpose, even if such renovation does not include an structural change to the facility. Major renovation also includes a renovation of any kind which has a cost exceeding the lesser of $200,000, adjusted to reflect CPI, or 25 percent of the total annual direct costs approved for the grantee.

Modular unit means a portable prefabricated structure made at another location and moved to a site for use by a Head Start grantee to carry out a Head Start program.
### Equipment and Facilities Projects

<table>
<thead>
<tr>
<th>Object Class Category</th>
<th>Grantee Approval Required</th>
<th>ACF Approval Required</th>
<th>Definition Reference</th>
<th>Prior Approval Reference</th>
<th>Capitalize</th>
<th>Davis/Bacon Required</th>
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<tbody>
<tr>
<td>D. Equipment</td>
<td>$ 5,000</td>
<td>$ 25,000</td>
<td>(1) (2) (4) (6)</td>
<td>(2a) (2b)</td>
<td>Yes</td>
<td>see note</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>G. Construction/</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Renovation</td>
<td>All</td>
<td>All</td>
<td>(1) (4) (6)</td>
<td>(2a)</td>
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<td>Yes</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>H. Other</td>
<td>$ 5,000</td>
<td>$ 25,000</td>
<td>(1) (7) (e)</td>
<td>(2)</td>
<td>Yes</td>
<td>Yes</td>
</tr>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Maintenance and Repair</td>
<td>$ 5,000</td>
<td>(9)</td>
<td>No</td>
<td>Yes if over $2000</td>
<td></td>
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</tbody>
</table>

Note: Davis Bacon applies if contractor or subcontractor is used for installation costs in excess of $2000 that are included in the acquisition cost of the asset.

Terms submitted and approved on Schedules D & G of grant application satisfies prior approval requirement.

Refer to references and definitions on Page 1

Post award approval must be in writing and signed by an authorized official.

The Davis-Bacon and Related Acts (DBRA)

The Davis-Bacon and Related Acts (DBRA) are administered by the Wage and Hour Division. These Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.
### Examples of Equipment and Facilities Projects

<table>
<thead>
<tr>
<th>Object Class Category</th>
<th>Description</th>
<th>Grantee Approval Required</th>
<th>ACF Approval Required</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>D. Equipment</strong></td>
<td>• Equipment purchases that equal or exceed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>e.g. Playground Structure $32,000 (does not include the ground preparation)</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Copier $40,000</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Air Conditioner Installed $26,000</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Security Camera Installed $15,000</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Smartboard $9,000</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Computer Hardware $6,000</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Shade Structure Installed $15,000</td>
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<td>No</td>
</tr>
<tr>
<td><strong>G. Construction/ Renovation</strong></td>
<td>• Construction or purchase of facilities with Federal funds</td>
<td>All</td>
<td>All</td>
</tr>
<tr>
<td></td>
<td>Major renovations that exceed $200,000; adjusted for CPI after 2003; or structural changes</td>
<td>All</td>
<td>All</td>
</tr>
<tr>
<td></td>
<td>e.g. Roof that includes structural change $75,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Change existing warehouse to offices, meeting rooms and cubicles</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Change existing room to install a bathroom</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>H. Other</strong></td>
<td>• Minor Renovations (Incidental alterations and renovations)</td>
<td>$5,000</td>
<td>$25,000</td>
</tr>
<tr>
<td></td>
<td>e.g. Artificial Turf $25,000</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Artificial Turf $45,000, installed at two sites @ $22.5k</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Prepare ground &amp; install new playground surface &amp; equip $20,000</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Replace Flooring $29,000</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Drainage system $6,000</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Replace Carpet $6,000</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>• Maintenance and Repairs</td>
<td>$5,000</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>e.g. Recess Parking Lot $70,000</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Paint Exterior $20,000</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Repair Artificial Turf $7,000</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Paint Interior $30,000</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Replace Carpet $4,500</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

Capital Expense and Prior Approvals Final 5/14/2012
Page 3 of 4
Neighborhood House Association
Program Changes Requiring Prior Approval

2 CFR PART 215: Subpart C 215.25

Revised budget and program plans.

... recipients shall request prior approvals from Federal awarding agencies for one or more of the following program or budget related reasons.

- Change in the scope or design of the program
- Changes in management staff positions or Head Start Director
- Head Start Director absent for more than three months, or reduction of time by 25 percent or more
- Need for additional Federal funding
- Increased funding for indirect costs from direct costs, or vice versa, if approval is required by the Federal awarding agency
- Adding or revising budget line items that require prior approval
- Changes in subaward, delegate or partnership contracts

OHS - PC - A - 074

Is it true that I am required to submit a budget revision requesting prior approval if I transfer 10 percent or more from one budget category to another?

A grantee is required to submit a budget revision requesting prior approval when the cumulative transfers among direct cost budget categories would exceed 25 percent of the total approved budget for that budget period or $200,000, whichever is less.

ACF-PI-HS-07-01

The Department of Health and Human Services has revised its policy regarding the level at which grantees need prior approval to use grant funds to purchase equipment. Previously, grantees needed prior approval from their funding office to purchase any equipment whose value exceeded $5,000. Prior approval is now required only when the value of the equipment to be purchased exceeds $25,000.
EXHIBIT “C”

Employee Compensation Cap

Abstract
Funds awarded under the Head Start/Early Head Start grants cannot be used to pay the compensation of an individual either as a direct cost or any proration as an indirect costs, at a rate in excess of Executive Level II. The rate of compensation for an Executive Level II employee is $179,700 per year. Every Head Start grantee and delegate is responsible for assuring its compliance with Section 653 of the Head Start Act. This provision applies to the salary and fringe benefits of any staff employed by a Head Start program who is paid, in whole or in part, with Head Start funds.

It is understood that any expenditure of Fiscal Year 2012-2013 funds under this award means the delegate accepts these terms and conditions of their Head Start/Early Head Start grant. During the budget period, the delegate, ensures their grant application, budget, and expenditures comply with the limit on individual compensation.

_________________________________________  ____________________________
Signature                                      Date

_________________________________________
Title

_________________________________________
Organization
Fiscal Year Ending June 30, 2014  
**REPORTS, EXPENDITURES, JOURNALS, ETC.**

### Reports/Transactions Needed by Grantee

<table>
<thead>
<tr>
<th>Description</th>
<th>Preliminary Closing</th>
<th>Final Closing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursement Reports (all cash disbursements through 06/30/14).</td>
<td>7/15/14</td>
<td>8/31/14</td>
</tr>
<tr>
<td>A complete and current inventory report of equipment over $5,000.00</td>
<td>7/15/14</td>
<td>8/31/14</td>
</tr>
<tr>
<td>Submit Non-federal Contribution (Inkind)</td>
<td>7/15/14</td>
<td>8/31/14</td>
</tr>
</tbody>
</table>

### Reports/Transactions due to Grantee

<table>
<thead>
<tr>
<th>Description</th>
<th>Preliminary Closing</th>
<th>Final Closing</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT ALL OBLIGATED EXPENSES FOR FY 2013-2014</td>
<td>7/15/14</td>
<td></td>
</tr>
<tr>
<td><em>See definition of Obligated Expenses</em></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Agencies must disclose and report all obligated expenses for Fiscal Year 2013-2014 by July 15th, 2014.**

**Any obligations not disclosed by July 15th, 2014 will be disallowed.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Preliminary Closing</th>
<th>Final Closing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Obligated A/P Invoices and Receiving Reports (all goods and services received on or before 06/30/14.)</td>
<td>7/15/14</td>
<td>8/31/14</td>
</tr>
<tr>
<td>Obligated Payroll and Payroll Journals to include Fringe Benefits and Accrued Leave incurred through 06/30/2014</td>
<td>7/15/14</td>
<td>8/31/14</td>
</tr>
</tbody>
</table>
**Non-payroll Journals and Accruals:**

1. Staff Mileage
2. Utility bills (Estimated on a daily pro-rated basis)
3. Leased Payments (Office machinery/equipment)
4. Consultants or contract services received, but not yet billed
5. All other unpaid obligations for goods and services received, but not yet billed.

<table>
<thead>
<tr>
<th>Date</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/15/14</td>
<td></td>
</tr>
<tr>
<td>8/31/14</td>
<td></td>
</tr>
</tbody>
</table>

**Claim for Reimbursement:**

1. Final Claim for Reimbursement report is due by **August 31, 2014**

Any expenses not resubmitted will become the obligation of your agency.

<table>
<thead>
<tr>
<th>Date</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/15/14</td>
<td></td>
</tr>
<tr>
<td>8/31/14</td>
<td></td>
</tr>
</tbody>
</table>

**Special Problems** – Problems with closeout procedures shall be handled individually on a case-by-case basis. Refer all problems directly to NHA Fiscal for resolution.

**Clarifying Definitions** -

<table>
<thead>
<tr>
<th>Obligation</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Are accrued expenditures that are recognized in the period in which the account liability is incurred; that is, the period in which the goods or services are received.</td>
</tr>
<tr>
<td></td>
<td><strong>Partner Agencies must disclose and report all obligations by July 15, 2014.</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liquidation –</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Are payments of obligations or expenditures incurred in the concluding fiscal year but <strong>paid after June 30</strong>, as an accrual (expenditure offset by payable). Liquidation of the accrual (payable offset by cash) is recorded in the ensuing fiscal year when paid.</td>
</tr>
<tr>
<td></td>
<td><strong>Final Claim for Reimbursement is due by August 31, 2014.</strong></td>
</tr>
</tbody>
</table>
EXHIBIT “E1”
ASSURANCES

CONTRACTOR hereby assures and certifies to The Neighborhood House Association (NHA) that it will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-87, A-102, and E.O. 12372 as they relate to the application, acceptance and use of federal funds for federally assisted project(s). To the extent applicable, CONTRACTOR assures and certifies to NHA that:

1. It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant’s governing body, authorizing the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the CONTRACTOR to act in connection with the Agreement and to provide such additional information as may be required.


3. It, and any subcontractor hired to perform hereunder, will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 – 1508; and 7324 – 7328), which limits the political activity of the employee.

4. It, and any subcontractor hired to perform hereunder, will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It, and any subcontractor hired to perform hereunder, will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874), as supplemented by the Department of Labor Regulations (29 C.F.R. Part 3, “Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States”).

6. It, and any subcontractor hired to perform hereunder, will fully comply with all Federal statutes relating to the prohibition against forced child labor and severe forms of trafficking in persons. These include but are not limited to the Trafficking Victims Protection Act of 2000 (22 U.S.C. §§ 7104, et seq.) which authorizes the termination of grants, contracts and/or cooperative agreements, without penalty to the Federal awarding agency/department, if CONTRACTOR or any of its subcontractors (i) engages in severe forms of trafficking in persons; (ii) has procured a commercial sex act during the effective period of the contract; and/or (iii) uses forced labor in its performance of this Agreement.

7. It, and any subcontractor hired to perform hereunder, will fully comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibits discrimination on the bases of race, color or national origin; Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act; and any other Federal and State law and regulations hereinafter enacted which may apply to the application.

8. To the extent applicable, if CONTRACTOR, including any subcontractor it hires to perform on its behalf hereunder, is awarded construction contracts of more than $2,000, CONTRACTOR agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor
Regulations (29 CFR Part 5, “Labor standards provisions applicable to contracts governing federally financed and assisted construction”), including the requirement that the correct scale of wages to be paid be posted by the Contractor in a prominent and easily accessible location at the HHS funded worksite.

9. Regarding all negotiated contracts, excluding those for less than $2,500, NHA, the Federal Awarding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

10. To the extent applicable, if CONTRACTOR awards construction contracts (or other contracts involving the employment of mechanics or laborers) in excess of $100,000, CONTRACTOR shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327-333, as supplemented by Department of Labor regulations, 29 CFR part 5.

11. Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

12. It, and any subcontractor hired to perform on its behalf hereunder, will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
EXHIBIT “E2”

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMPRENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCES

SF 424B
ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the intergovernmental Personnel Act of 1970 (42 U.S.C. 4278-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM’s Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

6. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the bases of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the bases of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of the alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and
equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeian Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 117(c) of the Clean Air Act of 1965, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.


14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in the construction or rehabilitation of residential structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the single audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
DRUG-FREE WORKPLACE REQUIREMENTS
GRANTEES OTHER THAN INDIVIDUALS

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F. The regulations published in the January 31, 1989 Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when HHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of building) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority of State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

If the workplace identified to HHS changes during the performance of the grant, the grantee shall inform the agency of the change(s), it previously identified the workplaces in question (see above).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulations (21 CFR, 1308.11 through 1308.15). "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact of involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee’s payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee’s payroll; or employees of subrecipients or subcontractors in covered workplaces).

The grantee certifies that it will provide a drug-free workplace by:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b) Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee’s policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations
occurring in the workplace;

c) Making it a requirement that each employee to be engaged in the performance of the grant be
given a copy of be statement required by paragraph (a);

d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment
under the grant, the employee will:

(1) Abide by the terms of the statement; and
(2) Notify the employer of any criminal drug statute conviction for a violation occurring in
the workplace no later than five days after such conviction;

e) Notifying the agency in writing within ten days after receiving notice under subparagraph (d)(2),
from an employee or otherwise receiving actual notice of such conviction. Employers of
convicted employees must provide notice, including position title, to every grant officer or other
designee on whose grant the convicted employee was working, unless the Federal agency has
designated a central point for the receipt of such notices. Notice shall include the
identification number(s) of each affected grant;

f) Taking one of the following actions within 30 days of receiving notice under subparagraph
(d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including
termination, consistent with the requirements of the Rehabilitation Act of 1973, as
amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or
rehabilitation program approved for such purposes by a Federal, State, or local health,
law enforcement, or other appropriate agency;

g) Making a good faith effort to continue to maintain a drug-free workplace through
implementation of paragraphs (a) through (f).

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted
in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly
for the provision of health, day care, early childhood development services, education or library services to
children under the age of 18, if the services are funded by Federal program either directly or through State or
local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children’s
services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal
funds. The law does not apply to children’s services provided in private residences; portions of facilities used for
inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in medicare
of medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law
may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of
an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that
the submitting organization will comply with the requirements of the Act and will not allow smoking within any
portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any
subawards which subrecipients shall certify accordingly.
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76 certifies to the best of his or her knowledge and believe that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

The inability of a person to provide the certification-required above will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The Department of Health and Human Services' (HHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The prospective primary participant agrees that by submitting this proposal, it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided below without modification in all lower tier covered transactions.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (TO BE SUPPLIED TO LOWER TIER PARTICIPANTS)

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR, Part 76, certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
CERTIFICATION REGARDING LOBBYING
FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee or an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than $10,000 and not more than $100,000 for each such failure.

I hereby agree to the above certifications and assurances.

________________________________________
Signature of Certifying Official

________________________________________
Date

________________________________________
Title

________________________________________
Applicant Organization