

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|------------------------------------|---|
| AGREEMENT NUMBER 21-7015 | PURCHASING AUTHORITY NUMBER (If Applicable) |
|------------------------------------|---|

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Social Services

CONTRACTOR NAME
Chabot-Las Positas Communiy College District

2. The term of this Agreement is:

START DATE
July 1, 2021

THROUGH END DATE
June 30, 2023

3. The maximum amount of this Agreement is:
\$5,051,459.23 Five Million Fifty-One Thousand Four Hundred Fifty-Nine Dollars and 23/100

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|---------------------------------|--|-------|
| Exhibit A | Scope of Work | 10 |
| Exhibit A - Attachment 1 | Mentor Combined Regions | 1 |
| Exhibit B | Budget Detail and Payment Provisions | 3 |
| + - Exhibit B - Attachment 1 | Budget Summary and Narrative Fiscal Year 2021/22 | 7 |
| + - Exhibit B - Attachment 2 | Budget Summary and Narrative Fiscal Year 2022/23 | 8 |
| + - Exhibit B - Attachment 3 | Mentor Allocation and Stipend Budget | 2 |
| + - Exhibit C * | General Terms and Conditions - GTC 04/2017 | |
| + - Exhibit D | Special Terms and Conditions | 4 |
| + - Exhibit E | Additional Provisions | 3 |
| + - Exhibit E - Attachment 1 | CDSS Confidentiality and Information Security Requirements | 7 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|------------------------------------|---|
| AGREEMENT NUMBER 21-7015 | PURCHASING AUTHORITY NUMBER (If Applicable) |
|------------------------------------|---|

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Chabot-Las Positas Community College District

| | | | |
|---|---|-------------|--------------|
| CONTRACTOR BUSINESS ADDRESS 7600 Dublin Boulevard, 3rd Floor | CITY Dublin | STATE CA | ZIP 94568 |
| PRINTED NAME OF PERSON SIGNING Jonah Nicholas | TITLE Vice Chancellor, Business Services | | |
| CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED | | |

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Social Services

| | | | |
|--|--|-------------|--------------|
| CONTRACTING AGENCY ADDRESS 744 P Street, M.S. 9-6-747 | CITY Sacramento | STATE CA | ZIP 95814 |
| PRINTED NAME OF PERSON SIGNING Kären Dickerson | TITLE Deputy Director, Admin Division | | |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE | DATE SIGNED | | |

| | |
|--|---------------------------|
| CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL | EXEMPTION (If Applicable) |
|--|---------------------------|

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

I. Background and Purpose

The California Early Childhood Mentor Program (CECMP) was jointly developed by Chabot Community College and the Center for the Child Care Workforce (formerly the Child Care Employee Project) in 1988 as a pilot project. It was originally established under private foundation funding offering a unique strategy to improve quality of early care and education through offering community placements of Early Childhood Education (ECE) student teachers in certified Mentor teacher programs within the community.

The Child Care Development Fund (CCDF), as reauthorized by the Child Care and Development Block Grant (CCDBG) Act of 2014, requires certain activities intended to improve the overall quality and supply of child care for families. As required by law, a minimum of nine percent (9%) of CCDF funds provided must be spent on activities designed to improve the quality of child care services and increase parental options for, and access to, high-quality child care ...” and a minimum of three percent (3%) “shall be used to carry out activities related to the quality of care for infants and toddlers.” (45 CFR § 98.50.) This Agreement with Chabot-Las Positas Community College District (Contractor) is one of the State’s Quality Projects under the CCDF.

II. Contractor Responsibilities

The Contractor shall provide program services and support for the CECMP at 104 community colleges that provide mentoring services and support the practicum requirement, as described herein. (See Exhibit A – Attachment 1, Mentor Combined Regions).

A. Program Purpose and Goals

The four (4) primary goals of CECMP are:

1. To provide quality community placements for community college Early Childhood Education students in their final practicum with certified Mentor teachers (see Exhibit B -Attachment 1 and 2, Budget Narrative and Exhibit B – Attachment 3, Mentor Allocation and Stipend Budget).
2. To provide any Director in early childhood education now participating or who will be participating in Quality Counts California (QCC) and is seeking mentorship by a certified Director Mentor (see Exhibit B – Attachment 1 and 2, Budget Narrative and Exhibit B – Attachment 3, Mentor Allocation and Total Stipend Budget).

EXHIBIT A
(Standard Agreement)

3. To build workforce capacity in leadership and mentoring skills in collaboration with QCC's professional development, Communities of Practice (CoP) and Coaching Mentoring Certification development and pilot. This includes CoP Monthly Seminars, participating in the Coaching/Mentoring certification pilot and collaborating on a professional development series (one or more) with QCC prioritized professional development topics.
4. To encourage leadership opportunities in mentoring, training, facilitating, advocacy and community collaboration with QCC with compensation through stipends (see Section C, Timeline for Activities) (see Exhibit B – Attachment 1 and 2, Budget Narrative and Exhibit B – Attachment 3, Mentor Allocation and Stipend Budget).

The Mentor Program supports a diverse workforce and diverse program settings. These programs include family childcare, private centers, state pre-schools, and Head Start programs in both rural and urban areas. Mentor Program shall continue to strengthen an aligned partnership with local QCC Hubs by ensuring that all of the CECMP certified Mentor Teacher or Director Mentor sites, including family childcare, have a quality rating through QCC, with 90% of those sites rating at a 4 or 5.

The CECMP also supports Dual Language Learners with 54% of our Mentors speaking a second language and with the capacity to provide mentoring to dual Language mentees in both their first language and English whenever possible.

In order to further align with QCC, the CECMP has been undergoing revisions and modifications to the services that they have offered to the workforce and to pre-service students. In the past, the major emphasis of this program has been college mentoring for practicum students that needed a certified mentor and a placement in an outstanding, vetted program in the community.

In 2020-2021, these practicums were forced to continue virtually due to Coronavirus Disease 2019 (COVID-19). Many students were only able to access and complete their practicums based on the CECMP mentor teachers' abilities and skills in providing virtual mentoring. Practicums through the Mentor Program shall continue to be the only avenue in California for the large majority of students at the community colleges to graduate or obtain their permit to teach in an Early Childhood Program. As college campus child development centers are closing down or eliminated on many campuses, our mentor community sites become critical to new teachers coming into the workforce, so this is indeed a workforce issue. The CECMP has advocated strongly for outside funding, but without much success, and thus the CECMP shall continue to fund practicum placements during this Agreement at the reduced number of practicums that were also funded in the 19-20 Agreement unless other ways of funding for these essential practicums can be obtained.

**EXHIBIT A
(Standard Agreement)**

B. Alignments and Collaborations with QCC, Resource and Referral Agencies (R and R's) and other Quality Programs

1. Community Mentoring

Although a portion of CECMP funds go to stipends for practicum placements for student teachers, the other portion of stipend funds is directly utilized for community mentoring. Community mentoring is the focus of the Director Mentor component of the program but some mentors have also been available for facilitations, as trainers, in their certified specialty areas with Ages & Stages Questionnaires (ASQ), Environmental Rating Scales (ERS), Classroom Assessment Scoring System (CLASS) and Program for Infant/Toddler Care (PITC) or as mentors to other teachers. As in the 20-21 fiscal year, all activities shall be virtual. It is anticipated that if there are any stipend monies left in local budgets after practicums are assigned, that these mentor teachers could carry on some virtual assignments for the community ECE programs.

All Director Mentoring stipends are now to be used only for collaborations with QCC work in local counties. The following counties are currently utilizing the mentors in QCC work and shall continue to strengthen these partnerships: Shasta, Siskiyou, Butte, Humboldt, Contra Costa, Santa Rosa, Lake, Los Angeles, San Francisco, Alameda, and Orange. In the 2021-2022 Agreement period, all mentors and director mentors shall be required to be engaged in their local QCC. A meeting with San Diego Regional area to discuss potential partnerships which are now developing with their local QCC advisory committee which includes some trainings with R and R's and involvement with the Local Planning Council.

Mentors work in their local communities with program directors, Family Child Care Home (FCCH) providers, providing trainings when local QCC and R and R agencies do not have their own funds for this. Many of the Mentor Program director mentors and mentor teachers have obtained certifications in California Collaborative on the Social and Emotional Foundations for Early Learning (CSEFEL) Teaching Pyramid, Beginning Together, PITC, ERS, CLASS, Desired Results Developmental Profile (DRDP), ASQ, and the CoP Model. These Mentors support the work of QCC in their capacity as mentors and are well equipped with these other certifications. Additionally, because we have many Director Mentors who are large family childcare home providers, they could benefit Family Child Care Providers and even FFN providers within QCC who may need some additional support and mentoring or a CoP with a seasoned owner or director. A substantial increase was added to the Director Mentor stipends in 21-22 to begin to establish local relationships with regional QCC hubs so that in the following year more mentoring work might begin at the local levels rather than continue to be

**EXHIBIT A
(Standard Agreement)**

subsidized solely through the CECMP who continues to have diminished funds.

2. Professional Development and Future Certification Process

In order to align with QCC, the certification process for Mentor Teachers and Director Mentors is being folded into the new state certification process for Mentors and Coaches as it was developed, piloted and rolled out. As a result, the following activities shall occur during as part of this Agreement:

a. California (CA) Mentor Program/WestEd Coaching Program Activities

- 1) In partnership with WestEd, California Mentors shall participate in an introductory webinar; content to include CA ECE Competencies for Coaching and the CA Coach Certification Rubric. Mentors shall provide feedback to WestEd to help develop coaching and adult learning online modules.
- 2) California Mentors shall be encouraged to participate in pilot of Adult Learning and Coaching online modules
- 3) Mentors completing online modules, shall be offered a CoP for participating mentor teachers facilitated by WestEd staff.
- 4) California Mentors who complete modules shall act as one of several test groups of the coach certification system.
- 5) A representative from the CA Mentor program shall be invited to participate on the CA Coach Advisory Group facilitated by WestEd.

The CECMP shall partner with QCC to offer a virtual training series in which the CECMP covered the costs of the trainers and facilitators and would meet with local hubs to determine the priority topics for these series to take place on-line. One of these series shall focus on the needs of the Southern Regional Hubs in the State and the other on the Northern Regional Hubs and shall include the Tribal QCC Hub in both the planning and implementation.

These series shall be open to both QCC participants and to mentors, with potential follow-up virtual mentoring to individual programs, based on the topic and the programs needed. All trainings shall weave equity values and perspectives throughout the series.

CECMP shall align every local mentor program with local QCCs, collaborating with QCC consortia members by reaching out and including them in Hub and local consortia meetings, and by offering mentoring services to QCC programs. With state level support from CDSS, and First Five California, regional hubs shall be encouraged to collaborate and partner with CECMP.

**EXHIBIT A
(Standard Agreement)**

b. Seminars

The Mentor program has established CoP (BUILD Learning Table) seminars with a trained facilitator that meet monthly in every college participating in the program, that mentors are required to attend. The purpose of these seminars is to build a supportive ECE community and enhance reflective practice in their mentoring skills. In addition, Mentors are required to be proficient in the foundations and frameworks, and discuss a variety of ECE topics focusing on strategies in mentoring teachers (topics include: Dual Language Learners, Inclusion, Equity). Mentors receive stipends for attendance.

CECMP shall continue to offer the Adult Supervision Course, which is a unit-bearing course offered by each participating college prior to becoming a certified mentor. Mentors can use this course for their permits and is essential to their work as a certified Mentor.

C. CoP

Although the Mentor program has had CoP seminars as a major component of the CECMP program throughout the programs long history, in aligning with QCC, the CECMP shall work with local QCC's to transition the Mentor CoP seminars into the CoP offered under QCC through Florida University in further efforts to align the CECMP program with QCC.

D. Equity and Access

1. Strengthening Connections to Tribal Communities

The CECMP Director shall continue to expand understanding about the tribal needs through Tribal Childcare Leaders and the Rural Indian Health Board. Since all series for professional development will be virtual, outreach to QCC Hubs shall continue to also include the Tribal Region and all efforts shall be made to include them also in any virtual mentoring activities that may be of value to them. College of the Desert is one CECMP program working on these collaborations and are in a unique position because some of the mentors there already work with the tribes in other capacities. They also have a strong group of excellent family child care home providers which could serve as advisors for tribal family child care homes. In Humboldt county, several tribal mentor teachers from the Hoopa tribe have been recruited. Discussions are in progress for these teachers to assist in outreach to neighboring tribal programs who may need mentors or would like to become a mentor or a director mentor. The CECMP is particularly interested in recruiting family childcare providers who could mentor other FCCH providers in their tribe.

EXHIBIT A
(Standard Agreement)

2. Equity and Leadership Training

The CECMP has brought 15 directors, director mentors and teachers through an Equity in Leadership Fellowship which meets monthly. The fellows and mentors for this activity were recruited from three (3) QCC programs in the Bay area region, and all have the capacity to travel to other counties to share their knowledge and experience. This fellowship has focused on preparing participants in both management and leadership skills and dispositions through in-depth, inquiry-based learning.

During this Agreement, the CECMP shall share the mentor's names to local regional hubs as additional trainers and facilitators of local discussions and training in the areas of implicit bias, prevention of school expulsions, and working with teachers and providers around the above issues.

3. Inclusion Grant for Professional Development

During 2019-2020, the CECMP has been working in conjunction with the Alameda County Office of Education as part of the Inclusion Collaborative. Mentors in Alameda County have taken part in Inclusion training and assisted with an Inclusion conference. The Inclusion Collaborative has partnered with eight (8) school districts in Alameda County to apply for the next level of funding for professional development. The next inclusion grant has been awarded to these districts. Mentors shall take part in the trainings offered by the CDSS, or other entities identified by CDSS, and several of the suggested trainings to become specialized mentors that Alameda county can use for this important Inclusion Initiative. The mentors are also mentoring students taking the Inclusion class at their local college, even bringing these students into their classrooms to see Inclusion practices in action. The Mentor Program shall work to find a way to collaborate with other counties receiving inclusion grants as there are mentors in every region of the state who work in conjunction with programs that are inclusive and have specialized skills in this area.

4. Recruitment of Male Mentors and Director Mentors

Recruitment of men shall continue to be encouraged in local mentor programs within CECMP. Several men are participating in the Equity in Leadership Fellowship and shall become Director Mentors in the next year. We have recently completed some video footage of men in the field interviews that shall be highlighted on the CECMP website over the next year.

**EXHIBIT A
(Standard Agreement)**

E. Workforce Development

The Mentor Program builds workforce capacity through its continuum of leadership opportunities from mentoring to director mentoring to training and facilitation. The byproduct of being a mentor, as shown in Mentor Program data over the past twenty (20) years, is that those that are in the CECMP have been a mentor for an average of ten (10) years, have continued to move up the career ladder and about half are at a Bachelor of Arts or higher. They have also moved from teachers to directors to administrators and some have gone on to get their Ph.D. in the field of education. The mentors are workforce role models and many of them say it is because of the Mentor Program that they stay in the field. They also emphasize that it is because of the professional development they are offered and the stipends that they continue to move forward in their education. The CECMP would like to provide units for the Institutes that the mentors attend and shall be working with local colleges in this proposal year to make this possible.

As we continue to develop new members of the ECE workforce, it is important to understand that over half of all ECE students rely on the alternative placements afforded by the Mentor Program to complete their last practicum before receiving their permits or Associate of Arts degrees. For the last several years the demand for these practicum placements has increased.

F. Data

The Mentor Program does an annual satisfaction survey and complies with the data requests and requirements of CDSS. The Assistant Director shall participate in the workforce registry calls and shall ensure that all mentors register in the Workforce Registry. The Mentor Program is willing to comply with any additional data not required by CDSS that might be useful to the statewide system of QCC as directed by CDSS.

G. Reporting

The Contractor shall be responsible for preparing and submitting monthly, quarterly and annual reports detailing the summary and status of the activities, barriers to achieving the Purpose and Goals of this Agreement, and any other pertinent information to the CDSS Contract Monitor in accordance with the contract Timeline. The CDSS Contract Monitor shall review the progress reports, provide feedback as needed, and arrange a debriefing with the Contractor after submission of the annual reports to discuss successes and needed changes for improvements.

**EXHIBIT A
 (Standard Agreement)**

H. Timeline

The Contractor shall be responsible for meeting the following timeline:

**Timeline
 July 1, 2021 – June 30, 2022**

| Activity | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Issue Letters of Agreement to all colleges* | | | X* | | | | | | | | | |
| Coordinators' Meeting/Webinars | | X | | | | | | X | X | | | |
| Quality Rating Improvement System-Mentor Collaboration Institutes** | | | | | | | | X | X | | | |
| Monthly Reporting | X | X | X | X | X | X | X | X | X | X | X | X |
| Quarterly Reporting | | | X | | | X | | | X | | | |
| Annual Reporting | | | | | | | | | | | | X |
| Mentor Seminars** | | | X* | X* | X* | X* | X* | X* | X* | X* | X* | X* |
| Director Mentor Seminars** | | | | X* | | | X* | | | X* | | |

*Pending receiving signed contract from CDSS

** All seminars and institutes shall be virtual until further notice from CDSS.

**EXHIBIT A
 (Standard Agreement)**

July 1, 2022 – June 30, 2023

| Activity | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Issue Letters of Agreement to all colleges* | | | X* | | | | | | | | | |
| Coordinators' Meeting/Webinars | | X | | | | | | X | X | | | |
| Quality Rating Improvement System -Mentor Collaboration Institutes** | | | | | | | | X | X | | | |
| Monthly Reporting | X | X | X | X | X | X | X | X | X | X | X | X |
| Quarterly Reporting | | | X | | | X | | | X | | | |
| Annual Reporting | | | | | | | | | | | | X |
| Mentor Seminars** | | | X* | X* | X* | X* | X* | X* | X* | X* | X* | X* |
| Director Mentor Seminars** | | | | X* | | | X* | | | X* | | |

III. CDSS Responsibilities

The CDSS shall:

1. Provide state level support for the CECMP mentoring programs.
2. Regularly communicate and provide feedback to Contractor on Tasks and services provide pursuant to this Agreement, including all submitted reports.
3. Offer, or make available, professional development training for the Inclusion Collaborative mentors.
4. Provide the Mentor Program with data request and requirements.
5. Provide necessary travel approvals.
6. Monitor the Agreement expenditures based upon approved budget.

**EXHIBIT A
(Standard Agreement)**

IV. Additional Terms and Conditions

1. **COVID-19.** If, as a result of public health guidance related to COVID-19, there are restrictions or limitations that impact the services to be provided pursuant to this Agreement, the Parties shall confer on appropriate methods for service delivery, including the use of virtual technologies for CECMP activities. Any on-site or in-person activity requires further justification and approval by the CDSS Project Representative.
2. **Travel.** Unless directed by the CDSS, the Contractor cannot travel during the months of July, August, September, October, November and December without prior CDSS approval.
3. **Accessibility.** All documents, training materials or other media materials created as a result of this Agreement to be in compliance with the accessibility requirements of California Government Code section 11135 and Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. § 794d), as well as meeting the requirements of the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at minimum Level AA success criteria.
4. **Printing.** All printing shall be sent to the California Department of General Services, Office of State Publishing (OSP). It is the responsibility of the CDSS Project Representative to obtain an exemption from OSP to competitively bid out any and all printing listed within this Agreement. The printing exemption process is managed by the CDSS Forms Management Unit.

V. Project Representatives

The Project Representatives during the term of this Agreement shall be:

CDSS

Lupe Jaime-Mileham, EdD
Deputy Director
744 P Street, MS 8-17-08
Sacramento, CA 95814
Phone: (916) 651-2037
Email: Lupe.Jaime-Mileham@dss.ca.gov

Contractor

Jonah R. Nicholas
Vice Chancellor,
7600 Dublin Blvd
Dublin, CA 94568

Contract Monitor:

Mary Anne Doan
Phone: (510) 723-6625
Email: mdoan@chabotcollege.edu

The Project Representative may be changed by providing written notice to the other party within ten (10) business days of the change. Said change shall not require an amendment to this Agreement.

Mentor Combined Regions

| Region | Counties | Mentor Combined Regions |
|--------|---|-------------------------|
| 1 | Del Norte, Humboldt, Lake, Mendocino, and Sonoma | Far Northern |
| 2 | Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, and Trinity | |
| 3 | Alpine, Colusa, El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, and Yuba | Northern |
| 4 | Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, and Solano | |
| 5 | Monterey, San Benito, Santa Clara, and Santa Cruz | |
| 6 | Amador, Calaveras, San Joaquin, Stanislaus, and Tuolumne | Central |
| 7 | Fresno, Kings, Madera, Mariposa, Merced, and Tulare | |
| 8 | Kern, San Luis Obispo, Santa Barbara, and Ventura | |
| 9 | Imperial, Orange, and San Diego | Southern |
| 10 | Inyo, Mono, Riverside, and San Bernardino | |
| 11 | Los Angeles | |

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed \$5,051,459.23. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

| | |
|---------|----------------|
| 2021/22 | \$2,528,928.05 |
| 2022/23 | \$2,522,531.18 |

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified in Exhibit B – Attachment 1 and 2, Budget Summary.
3. Funding for necessary travel expenses and per diem are included in this agreement and will be reimbursed at rates established by the California Department of Human Resources (CalHR) for comparable classes. (See <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>). Contractor will itemize travel expenses, including receipts, and submit to CDSS Program Contract Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

The CDSS Program Contract Manager agrees to certify and maintain the documents substantiating travel and per diem for a period not less than three years after final payment of this Agreement.

No travel outside of the State of California by Contractor shall be reimbursed unless there is prior written authorization from CDSS.

4. Invoices shall include the Agreement Number 21-7015 and Index Code 9990 and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services
Child Care and Development Division
744 P Street, MS 8-17-08
Sacramento, CA 95814
Attn: Lupe Jaime-Mileham, EdD

Pursuant to Office of Management and Budget (OMB) regulations (2 CFR 200.200 and 200.331), the Contractor shall provide the sub recipients with the Catalog of Federal Domestic Assistance (CFDA) Number and Program Title. Invoices shall also include the CFDA Number and Program Title:

CFDA Number: 93.575

**EXHIBIT B
(Standard Agreement)**

CFDA Program Title: Child Care and Development Block Grant

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

C. For Contract with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B
(Standard Agreement)**

E. Review

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

F. Final Billing

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

G. Nonresident Tax Withholdings

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

H. Budget Modification Without Written Contract Amendment

Subject to the prior review and approval of the contract manager, line items shifts of up to \$20,000 or ten percent (10%) of the annual contract total, whichever is less, may be made up to a cumulative maximum of \$20,000 or ten percent (10%), whichever is less, for all line item shifts over the life of the contract. Any line item shifts exceeding this amount must be executed in a written contract amendment and if required by law or State policy, submitted to DGS OLS for review and approval. There must be a substantial business justification for any shifts made. Fund shifts which increase Indirect/ Overhead or General/Operating Expense line items are prohibited. Line item shifts may be requested by either the State Agency or the Contractor in writing and must not increase or decrease the total contract amount allocated. Any line item shifts must be approved in writing by the Deputy Director of Family Engagement and Empowerment Division, or his or her designee, and must be sent to Contracts Bureau, MS 9-6-747, within 10 days of approval for inclusion in contract folder. If the contract is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

Budget Summary and Narrative
Fiscal Year 2021/22
July 1, 2021- June 30, 2022

Personnel

| | |
|---------------------------|---------------------|
| Program Director | \$164,795.81 |
| Assistant Director | \$134,036.53 |
| Program Analyst | \$93,540.60 |
| Accountant Technician | \$57,177.26 |
| Benefits | \$175,324.58 |
| Consultants | \$7,701.18 |
| Subtotal-Personnel | \$632,575.96 |

Other Operating Expenses

| | |
|--|--------------------|
| Postage | \$3,792.36 |
| General Supplies | \$5,159.28 |
| Reproduction/Copying | \$499.32 |
| Travel | \$5,880.29 |
| Computer Support | \$52,125.00 |
| Office Equipment | \$1,188.79 |
| Subtotal-Other Operating Expenses | \$68,645.04 |

Total ADMINISTRATION **\$701,221.00**

LOCAL ASSISTANCE

| | |
|---|----------------|
| Collaborative Leadership Institutes, Instruction & Training | \$140,828.00 |
| Materials, Supplies, and Reproduction/Copying | \$18,207.00 |
| Stipends & Honorariums | \$1,438,769.50 |

Total LOCAL ASSISTANCE **\$1,597,804.50**

TOTAL EXPENDITURES **\$2,299,025.50**

Indirect Costs/Overhead (10%) \$229,902.55

GRAND TOTAL **\$2,528,928.05**

Budget Narrative

ADMINISTRATION

PERSONNEL

Program Director, Mary Anne Doan (1.0 FTE):

The Program Director oversees the program to assure its smooth operation, supervising the Assistant Director and the Program Analyst and develops relationships, collaborations and partnerships with the College, District, local QCC, all colleges within CECMP, QCC Hubs, State agencies, and Higher Education coalitions. Develops quality improvement revisions to program and assures that the activities and deliverables are met. The Director is the face of the program for both the college and the communities that CECMP serves. Develops proposals, writes local grants, attends collaborative meetings, works with the Assistant Director to develop budgets and reports.

Assistant Director (1.0 FTE):

The Assistant Director is the fiscal manager of the project and supervises the Account technician and prepares all specialized financial reports and budgets to the College, District and Contractor. Oversees the reimbursement site , enters all payments, and works extensively with CECMP IT Contractors to maintain and update data bases. Oversees the Director Mentor Program and Mentors Coordinators on budgetary responsibilities, Assumes all duties of the Director when necessary.

Account Technician (1.0 FTE):

The account technician performs technical para-professional accounting work of above-average difficulty in the maintenance of a wide variety of general and specialized financial records and documents , prepare account adjustments, reconcile bank accounts for financial aid and prepare various financial and statistical reports; may perform duties of full-charge bookkeeper for a system of accounts; provide technical and complex administrative support.

Program Analyst (1.0 FTE):

The Programmer Analyst maintains data bases and the Workforce Registry and oversees logistics for all professional development events and webinars. This position may include lead responsibility for well-defined projects of limited scope, such as the Inclusion grant or the Workforce Grant.

BENEFITS:

These include Health & Welfare, PERS, FICA, Medicare, WCI, SUI and “Consolidated Benefits.” They have been calculated per Chabot College’s Benefits Calculator based on Salary at 39% of salary

Consultants:

Consultants shall be paid at a rate of no more than \$50.00 per hour and not to exceed total.

OPERATING EXPENSES

Postage:

This includes costs of mailings @ \$316.03 per month, including:

- 1) Regular communications to the local programs including over 1,600 participants;
- 2) Mailing materials to those seeking program information;
- 3) Mailing materials to attendees of the Director Mentor Online Information Sessions;
- 4) Mailing of CDSS materials to program participants as requested;
- 5) Mailing conference/meeting materials for CECMP presentations/meetings to conference/meeting venues as needed;
- 6) Other mailings as needs arise. Where possible, all mailings will be done via email to minimize costs.

General Supplies:

This includes all office supplies and meeting materials @\$429.94 per month.

Meetings include:

- 1) Conference presentations, such as the CAEYC Annual Conference for 300 workshop attendees;
- 2) Other meetings as needs arise.
- 3) Fees for SSL Certificate renewal for the program's website and use of Survey Monkey, Eventbrite, Caspio and other online resources.

Reproduction/copying:

Reports, written communications and program materials shall be charged @ \$41.61 per month. Items include:

- 1) Regular communications to the local programs including over 1,500 participants;
- 2) Materials for those seeking program information;
- 3) Duplication of materials as needs arise.

Travel for Program Staff:

Due to COVID-19 travel restrictions, CECMP activities shall be in virtual format until January 2021. Any on-site or in-person activity requires further justification and approval by the CDSS Contract Monitor. Unless directed by the California Department of Social Services (CDSS), the contractor cannot travel during the months of July, August, September, October, November and December without prior CDSS approval. With COVID-19, it is expected that community college courses shall be in virtual format for the 2020-2021 academic year. The contractor shall ensure agreements with community colleges comply with COVID-19 guidelines, especially on local travel restrictions ordered by local public health officials.

The CDSS is aware that the California Community College system is transitioning to distance learning courses throughout the state for the 2020-2021 academic year. The contractor shall ensure each participating college complies with local public health policy regarding COVID-19.

This covers travel costs for program staff to attend meetings, state conferences and hearings, and conduct field visits to the colleges and collaboration meetings with

Quality Counts programs. Institute Trainers' travel and Consultant travel. All reimbursements will be made at state rates according to state rules. If we continue to only do virtual events these travel costs will most likely not occur.

Computer Support:

This amount covers computer and data costs related to Program reporting, fiscal management and upgrading the existing Mentor Program Access database calculated at \$39,625.00. Program reporting includes generating queries and tables for reports from which program staff write the Annual Report to ELCD; fiscal management includes ongoing interface with the program's reimbursement website's backend MS SQL Server, including monitoring and updating data tables; generating monthly vendor pay file to upload to the CLPCCD Banner database to generate stipend and reimbursement payments to Mentor Program participants; generating monthly summary reports to facilitate monthly invoicing to ELCD and ongoing interfacing with ITS at CLPCCD to ensure usability; and upgrading the existing Mentor Program Access database entails culling through hundreds of existing tables, queries and reports to determine which should be discarded and migrating the remaining objects to a MS SQL server. It also includes \$9,500.00 for computer services to maintain and enhance the online system and to gather, screen and process Mentor Program payment/reimbursement requests. This system communicates with the larger Mentor Program database via secure links. It also includes \$3,000.00 for designing and updating online forms and to maintain, upgrade and enhance the Mentor Program website.

Office Equipment:

This includes replacement computer parts, office furniture and office equipment as needed for four office staff and an annual service and maintenance agreement for office copier. The annual service and maintenance agreement provides for service on office copier as rendered and on an as-needed basis.

LOCAL ASSISTANCE

TRAINING SERIES, INSTRUCTION & TRAINING

Instruction:

Due to COVID-19 travel restrictions, CECMP activities will be in virtual format through June 2021. Any on-site or in-person activity requires further justification and approval by the CDSS Contract Monitor. Unless directed by the California Department of Social Services (CDSS), the contractor cannot travel during the months of July, August, September, October, November and December without prior CDSS approval. With COVID-19, it is expected that community college courses will be in virtual format for the 2020-2021 academic year. The contractor will ensure agreements with community colleges comply with COVID-19 guidelines, especially on local travel restrictions ordered by local public health officials.

The CDSS is aware that the California Community College system is transitioning to distance learning courses throughout the state for the 2020-2021 academic year. The

contractor will ensure each participating college complies with local public health policy regarding COVID-19.

Each of 44 single-college programs is allocated \$1,485.00 for Instruction, and each of 15 regional programs is allocated \$2,632.00 totaling \$104,820.00.

Colleges may apply for additional funding for an Adult Supervision course, which is one of the requirements to apply to become a Mentor. A one-page application is submitted to the Mentor Program; staff makes the decision to grant the funding based on need; whether that college was previously funded for this course by the Mentor Program; etc. Only 12 courses will be funded:

12 additional 2-unit Adult Sup courses @\$1,584.00 totaling \$19,008.00.

Quality Counts California and CECMP Collaborative:

Training Series:

Two Quality Counts California/CECMP Training series, one focusing on participants in the Southern part of the state and one focusing on participants in the Northern part of the state. These will both be virtual events and both QCC participants and Mentors will be invited to attend. The topics shall be prioritized by Quality Counts Regional Hubs in those specified geographic areas.

The cost of these events shall include payment for 2 keynote speakers/facilitators @ \$6,000.00 a piece = \$12,000.00

Mentor record hour stipends for Director Mentor or Mentor Teacher follow-up to individual programs @ \$25.00 an hour x 3 hours per selected program or community of practice group x 40 Mentors=3,000.00

CA Coach Pilot-WestEd and CECMP Collaborative:

Activities stipends for participation \$2,000.00. In partnership with WestEd California self-selected Mentors and Mentor Directors will participate in a series of activities to review and act as test participants to provide feedback on ECE competencies for Caching and the CA Coach Certification Rubric with an effort to assist in the development of coaching and adult learning online modules. Stipends will be earned for participation in the pilot of Adult Learning and Coaching on-line modules. Upon completion of the modules a second stipend will be given for those Mentors who chose to serve in one of the test groups for the coach certification process.

Stipend for participation in the pilot - 50 Mentors and 50 Director Mentors from all geographic locations around CA x 100.00 stipend =1,000

Stipend for participation in the test groups-50 Mentors and 50 Director Mentors representing diverse geographical locations x100.00 =1,000

In order to maximize full expenditure of funds within a related category the activities listed under the budget category of Instruction, Training, and Institutes that are not fully expended in a particular activity may be used by another activity within the Instruction, Training and Institutes category.

MATERIALS, SUPPLIES, REPRODUCTION & COPYING

Materials for Mentors:

- 1) 44 Single College Programs @ \$126.25 totaling \$5,555.00
- 2) 7 Regional Programs (2 Colleges each) @ \$202.00 totaling \$1,414.00
- 3) 2 Regional Programs (4 Colleges each) @ \$404.00 totaling \$808.00
- 4) 2 Regional Programs (5 Colleges each) @ \$505.00 totaling \$1,010.00
- 5) 2 Regional Programs (6 Colleges each) @ \$606.00 totaling \$1,212.00
- 6) 1 Regional Programs (3 Colleges each) @ \$303.00 totaling \$303.00

Reproduction/Copying for Mentors:

Each of the 93 Colleges are budgeted \$85 for reproduction and Copying for the year.

The Materials, reproduction/copying are made available to offer local programs support in these areas. Funds permitting, the contractor will ensure funds are applied to, Materials and printing/copying. The contractor may charge expenditures in any of the categories herein to maximize efficiently the use the allocated funds.

STIPENDS & HONORARIUMS

Coordinator Stipends:

- 1) 44 single-college program Coordinators @\$2,806.00 (128 hours per year) = \$123,464.00
- 2) 8 Regional Coordinators [2 colleges each] @ \$3,875.00 (185 hrs. per year) = \$31,000.00
- 3) 1 Regional Coordinators [3 colleges each] @ \$4,718.00 (230 hrs. per year) = \$4,718.00
- 4) 2 Regional Coordinators [4 colleges each] @ \$5,281.00 (260 hrs. per year) = \$10,562.00
- 5) 2 Regional Coordinators [5 colleges each] @ \$5,581.00 (276 hrs. per year) = \$11,162.00
- 6) 2 Regional Coordinators [6 colleges each] @ \$5,844.00 (290 hrs. per year) = \$11,688.00
- 7) 50 single-college Coordinators within a Region @ \$375.00 (20 hrs. per year) = \$18,750.00

Mentor Teacher Stipends:

The total stipend budget includes the stipends as follows:

Please note: Each individual college is given a specific amount for these Mentor Teacher stipends through their Letter of Agreement. It is up to the individual college to assign hours for each Mentor Teacher, which results in how many hours a Mentor works and their subsequent total amount of stipend. We determined the amount awarded each Mentor Program based on the number of Mentor Teachers they had in January 2020 and multiplied that number by \$1,588.00. This was derived by using the highest possible practicum payment (216 hours x \$6 per hour and adding an additional \$292). Please see attached Exhibit B – Attachment 3 Mentor Allocation and Stipend Budget.

Stipends for Classroom Mentors are prioritized to support the practicum course at each community college. If funds remain, the Mentor teachers will be available to assist their local Quality Counts program to support the workforce community.

630 Mentors are budgeted for stipends that include:

- 1) Mentoring of college practicum students (@ \$6/hr.). Once Mentors are selected, the faculty member from the college, university or high school Regional Occupations Program (ROP) early childhood department places students with Mentors where the students earn credit for practicum courses.
- 2) Post-Practicum Stipends @ \$500.00 each. A stipend requires a minimum of 25 hours of contact time between a Mentor and an employed teacher who is a former practicum student (@ \$20.00/hr.).
- 3) Individual Student Mentoring Contracts @ \$500.00 each. A stipend requires pairing a Mentor with an ECE student for 25 hours of non-course based mentoring (@ \$20.00/hr.).
- 4) Mentoring Records @ \$20.00/hour for hourly, short-term mentoring services and virtual mentoring.
- 5) Birth to Three/FCCH Mentoring Records @ \$25.00/hour for hourly mentoring services for Infant/Toddler teachers and Family Child Care Home providers who request mentoring for quality improvement, career guidance and/or eventual enrollment in community college classes.
- 6) In-Service Training Stipend a \$250.00 for attending the monthly Mentor Seminar (@ \$13.89/hr.).

Stipends for Director Mentors:

The Director Mentors are managed through the CECMP office staff rather than the individual colleges. The sum below represents the total amount held aside to support Director Mentors, but the amount each Director Mentor will receive is based on the individual QRIS counties requests and needs for Director Mentors. This means that hours will be determined based upon requests and need with amounts being equally distributed as much as possible through a written request process. Director Mentors will be available to Quality Counts California to assist in supporting the early childhood workforce in each local community.

- 1) Director Mentor Stipends @ \$500.00 each. A stipend requires a minimum of 20 hours of contact time between a Director Mentor and protégé director (@\$25/hr.).
- 2) Director Mentoring Records @ \$25.00/hour for hourly, short-term mentoring services.

The Stipends and Honorariums are made available to offer local programs support in these areas. Funds permitting, the contractor will ensure funds are applied to, Stipends and Honorarium. The contractor may charge expenditures in any of the categories herein to maximize efficiently the use the allocated funds.

If funds remain in any category, they may be used to increase the final professional growth (Mentor Seminars) stipend for Mentor Teachers.

Indirect Costs:

Indirect costs shall be charged at a rate not to exceed 10%.

Budget Summary and Narrative
Fiscal Year 2022/23
July 1, 2022- June 30, 2023

Personnel

| | |
|-----------------------|--------------|
| Program Director | \$169,739.68 |
| Assistant Director | \$138,057.62 |
| Program Analyst | \$96,346.81 |
| Accountant Technician | \$58,892.57 |
| Benefits | \$180,584.31 |

Subtotal-Personnel **\$643,620.99**

Other Operating Expenses

| | |
|------------------|-------------|
| Postage | \$3,792.36 |
| General Supplies | \$5,159.28 |
| Printing/Copying | \$499.32 |
| Travel | \$5,842.79 |
| Computer Support | \$52,125.00 |
| Office Equipment | \$1,188.79 |

Subtotal-Other Operating Expenses **\$68,607.54**

Total ADMINISTRATION **\$712,228.53**

LOCAL ASSISTANCE

| | |
|---|----------------|
| Collaborative Leadership Institutes, Instruction & Training | \$140,828.00 |
| Materials, Supplies, and Printing/Copying | \$18,207.00 |
| Stipends & Honorariums | \$1,421,946.63 |

Total LOCAL ASSISTANCE **\$1,580,981.63**

TOTAL EXPENDITURES **\$2,293,210.16**

Indirect Costs/Overhead (10%) **\$229,321.02**

GRAND TOTAL **\$2,522,531.18**

Budget Summary and Narrative
Fiscal Year 2022/23
July 1, 2022- June 30, 2023

Budget Narrative

ADMINISTRATION
PERSONNEL

Program Director, Mary Anne Doan (1.0 FTE):

The Program Director oversees the program to assure its smooth operation, supervising the Assistant Director and the Program Analyst and develops relationships, collaborations and partnerships with the College, District, local QCC, all colleges within CECMP, QCC Hubs, State agencies, and Higher Education coalitions. Develops quality improvement revisions to program and assures that the activities and deliverables are met. The Director is the face of the program for both the college and the communities that CECMP serves. Develops proposals, writes local grants, attends collaborative meetings, works with the Assistant Director to develop budgets and reports.

Assistant Director (1.0 FTE):

The Assistant Director is the fiscal manager of the project and supervises the Account technician and prepares all specialized financial reports and budgets to the College, District and Contractor. Oversees the reimbursement site , enters all payments, and works extensively with CECMP IT Contractors to maintain and update data bases. Oversees the Director Mentor Program and Mentors Coordinators on budgetary responsibilities, Assumes all duties of the Director when necessary.

Account Technician (vacant) (1.0 FTE):

The account technician performs technical para-professional accounting work of above-average difficulty in the maintenance of a wide variety of general and specialized financial records and documents, prepare account adjustments, reconcile bank accounts for financial aid and prepare various financial and statistical reports; may perform duties of full-charge bookkeeper for a system of accounts; provide technical and complex administrative support.

Program Analyst (1.0 FTE):

The Programmer Analyst maintains data bases and the Workforce Registry and oversees logistics for all professional development events and webinars. This position may include lead responsibility for well-defined projects of limited scope, such as the Inclusion grant or the Workforce Grant.

BENEFITS:

These include Health & Welfare, PERS, FICA, Medicare, WCI, SUI and “Consolidated Benefits.” They have been calculated per Chabot College’s Benefits Calculator based on Salary at a rate of 39%.

Budget Summary and Narrative
Fiscal Year 2022/23
July 1, 2022- June 30, 2023

OPERATING EXPENSES

Postage:

Costs of mailings @ \$316.03 per month, including:

- 1) Regular communications to the local programs including over 1,600 participants;
- 2) Mailing materials to those seeking program information;
- 3) Mailing materials to attendees of the Director Mentor Online Information Sessions;
- 4) Mailing of CDSS materials to program participants as requested;
- 5) Mailing conference/meeting materials for CECMP presentations/meetings to conference/meeting venues as needed;
- 6) Other mailings as needs arise. Where possible, all mailings will be done via email to minimize costs.

General Supplies:

Costs for office supplies and meeting materials @\$429.94 per month. Meetings include:

- 1) Conference presentations, such as the CAEYC Annual Conference for 300 workshop attendees;
- 2) Other meetings as needs arise.
- 3) Fees for SSL Certificate renewal for the program's website and use of Survey Monkey, Eventbrite, Caspio and other online resources.

Material Reproduction/copying:

Reports, written communications and program materials shall be charged @ \$41.61 per month. Items include:

- 1) Regular communications to the local programs including over 1,500 participants;
- 2) Materials for those seeking program information;
- 3) Duplication of materials as needs arise.

Travel for Program Staff:

Due to COVID-19 travel restrictions, CECMP activities shall be in virtual format until further guidance. Any on-site or in-person activity requires further justification and approval by the CDSS Contract Monitor. Unless directed by the California Department of Social Services (CDSS), the contractor cannot travel during the months of July, August, September, October, November and December without prior CDSS approval. With COVID-19, it is expected that community college courses will be in virtual format for the 2020-2021 academic year. The contractor shall ensure agreements with community colleges comply with COVID-19 guidelines, especially on local travel restrictions ordered by local public health officials.

Budget Summary and Narrative
Fiscal Year 2022/23
July 1, 2022- June 30, 2023

The CDSS is aware that the California Community College system is transitioning to distance learning courses throughout the state for the 2020-2021 academic year. The contractor shall ensure each participating college complies with local public health policy regarding COVID-19.

This covers travel costs for program staff to attend meetings, state conferences and hearings, and conduct field visits to the colleges and collaboration meetings with Quality Counts programs. Institute Trainers' travel and Consultant travel. All reimbursements shall be made at state rates according to state rules. If we continue to only do virtual events these travel costs will most likely not occur.

Computer Support:

This amount covers computer and data costs related to Program reporting, fiscal management and upgrading the existing Mentor Program Access database calculated at \$39,625.00. Program reporting includes generating queries and tables for reports from which program staff write the Annual Report to ELCD; fiscal management includes ongoing interface with the program's reimbursement website's backend MS SQL Server, including monitoring and updating data tables; generating monthly vendor pay file to upload to the CLPCCD Banner database to generate stipend and reimbursement payments to Mentor Program participants; generating monthly summary reports to facilitate monthly invoicing to ELCD and ongoing interfacing with ITS at CLPCCD to ensure usability; and upgrading the existing Mentor Program Access database entails culling through hundreds of existing tables, queries and reports to determine which should be discarded and migrating the remaining objects to a MS SQL server. It also includes \$9,500.00 for computer services to maintain and enhance the online system and to gather, screen and process Mentor Program payment/reimbursement requests. This system communicates with the larger Mentor Program database via secure links. It also includes \$3,000.00 for designing and updating online forms and to maintain, upgrade and enhance the Mentor Program website.

Office Equipment:

This includes replacement computer parts, office furniture and office equipment as needed for four office staff and \$1,000 for an annual service and maintenance agreement for office copier. The annual service and maintenance agreement provides for service on office copier as rendered and on an as-needed basis.

Budget Summary and Narrative
Fiscal Year 2022/23
July 1, 2022- June 30, 2023

LOCAL ASSISTANCE

TRAINING SERIES, INSTRUCTION & TRAINING

Instruction:

Due to COVID-19 travel restrictions, CECMP activities shall be in virtual format through June 2021. Any on-site or in-person activity requires further justification and approval by the CDSS Contract Monitor. Unless directed by the California Department of Social Services (CDSS), the contractor cannot travel during the months of July, August, September, October, November and December without prior CDSS approval. With COVID-19, it is expected that community college courses shall be in virtual format for the 2020-2021 academic year. The contractor shall ensure agreements with community colleges comply with COVID-19 guidelines, especially on local travel restrictions ordered by local public health officials.

The CDSS is aware that the California Community College system is transitioning to distance learning courses throughout the state for the 2020-2021 academic year. The contractor shall ensure each participating college complies with local public health policy regarding COVID-19.

Each of 44 single-college programs is allocated \$1,485.00 for Instruction, and each of 15 regional programs is allocated \$2,632.00 totaling \$104,820.00.

Colleges may apply for additional funding for an Adult Supervision course, which is one of the requirements to apply to become a Mentor. A one-page application is submitted to the Mentor Program; staff makes the decision to grant the funding based on need; whether that college was previously funded for this course by the Mentor Program; etc.

Only 12 courses shall be funded:

12 additional 2-unit Adult Sup courses @\$1,584.00 totaling \$19,008.00.

Quality Counts California and CECMP Collaborative:

Training Series:

Two Quality Counts California/CECMP Training series, one focusing on participants in the Southern part of the state and one focusing on participants in the Northern part of the state. These will both be virtual events and both QCC participants and Mentors will be invited to attend. The topics will be prioritized by Quality Counts Regional Hubs in those specified geographic areas.

The cost of these events will include payment for 2 keynote speakers/facilitators @ 6,000.00 a piece =12,000

Mentor record hour stipends for Director Mentor or Mentor Teacher follow-up to individual programs @ 25.00 an hour x 3 hours per selected program or community of practice group x 40 Mentors=3,000.00

Budget Summary and Narrative
Fiscal Year 2022/23
July 1, 2022- June 30, 2023

CA Coach Pilot-WestEd and CECMP Collaborative:

Activities stipends for participation \$2,000.00. In partnership with WestEd California self-selected Mentors and Mentor Directors will participate in a series of activities to review and act as test participants to provide feedback on ECE competencies for Caching and the CA Coach Certification Rubric with an effort to assist in the development of a coaching and adult learning online modules. Stipends shall be earned for participation in the pilot of Adult Learning and Coaching on-line modules. Upon completion of the modules a second stipend shall be given for those Mentors who chose to serve in one of the test groups for the coach certification process.

Stipend for participation in the pilot- 50 Mentors and 50 Director Mentors from all geographic locations around CA x 100.00 stipend =1,000

Stipend for participation in the test groups-50 Mentors and 50 Director Mentors representing diverse geographical locations x100.00 =1,000

In order to maximize full expenditure of funds within a related category the activities listed under the budget category of Instruction, Training, and Institutes that are not fully expended in a particular activity may be used by another activity within the Instruction, Training and Institutes category.

MATERIALS, SUPPLIES, and COPYING

Materials for Mentors:

- 1) 44 Single College Programs @ \$126.25 totaling \$5,555.00
- 2) 8 Regional Programs (2 Colleges each) @ \$202.00 totaling \$1,414.00
- 3) 2 Regional Programs (4 Colleges each) @ \$404.00 totaling \$808.00
- 4) 2 Regional Programs (5 Colleges each) @ \$505.00 totaling \$1,010.00
- 5) 2 Regional Programs (6 Colleges each) @ \$606.00 totaling \$1,212.00
- 6) 1 Regional Programs (3 Colleges each) @ \$303.00 totaling \$303.00

Reproduction/Copying for Mentors:

Each of the 93 Colleges are budgeted \$85 for reproduction and copying for the year.

The Materials, reproduction/copying are made available to offer local programs support in these areas. Funds permitting, the contractor shall ensure funds are applied to, Materials and reproduction/copying. The contractor may charge expenditures in any of the categories herein to maximize efficiently the use the allocated funds.

Budget Summary and Narrative
Fiscal Year 2022/23
July 1, 2022- June 30, 2023

STIPENDS & HONORARIUMS

Coordinator Stipends:

- 1) 44 Single College Programs @ \$126.25 totaling \$5,555.00
- 2) 7 Regional Programs (2 Colleges each) @ \$202.00 totaling \$1,414.00
- 3) 2 Regional Programs (4 Colleges each) @ \$404.00 totaling \$808.00
- 4) 2 Regional Programs (5 Colleges each) @ \$505.00 totaling \$1,010.00
- 5) 2 Regional Programs (6 Colleges each) @ \$606.00 totaling \$1,212.00
- 6) 1 Regional Programs (3 Colleges each) @ \$303.00 totaling \$303.00

Mentor Teacher Stipends:

The total stipend budget includes the stipends as follows:

Please note: Each individual college is given a specific amount for these Mentor Teacher stipends through their Letter of Agreement. It is up to the individual college to assign hours for each Mentor Teacher, which results in how many hours a Mentor works and their subsequent total amount of stipend. We determined the amount awarded each Mentor Program based on the number of Mentor Teachers they had in January 2020 and multiplied that number by \$1,588.00. This was derived by using the highest possible practicum payment (216 hours x \$6 per hour and adding an additional \$292). Please see attached Exhibit B – Attachment 3 Mentor Allocation and Stipend Budget.

Stipends for Classroom Mentors are prioritized to support the practicum course at each community college. If funds remain, the Mentor teachers will be available to assist their local Quality Counts program to support the workforce community.

630 Mentors are budgeted for stipends that include:

- 1) Mentoring of college practicum students (@ \$6/hr.). Once Mentors are selected, the faculty member from the college, university or high school Regional Occupations Program (ROP) early childhood department places students with Mentors where the students earn credit for practicum courses.
- 2) Post-Practicum Stipends @ \$500.00 each. A stipend requires a minimum of 25 hours of contact time between a Mentor and an employed teacher who is a former practicum student (@ \$20.00/hr.).
- 3) Individual Student Mentoring Contracts @ \$500.00 each. A stipend requires pairing a Mentor with an ECE student for 25 hours of non-course based mentoring (@ \$20.00/hr.).
- 4) Mentoring Records @ \$20.00/hour for hourly, short-term mentoring services and virtual mentoring.
- 5) Birth to Three/FCCH Mentoring Records @ \$25.00/hour for hourly mentoring services for Infant/Toddler teachers and Family Child Care Home providers who request mentoring for quality improvement, career guidance and/or eventual enrollment in community college classes.

Budget Summary and Narrative
Fiscal Year 2022/23
July 1, 2022- June 30, 2023

- 6) In-Service Training Stipend a \$250.00 for attending the monthly Mentor Seminar (@ \$13.89/hr.).

Stipends for Director Mentors:

The Director Mentors are managed through the CECMP office staff rather than the individual colleges. The sum below represents the total amount held aside to support Director Mentors, but the amount each Director Mentor will receive is based on the individual QRIS counties requests and needs for Director Mentors. This means that hours will be determined based upon requests and need with amounts being equally distributed as much as possible through a written request process. Director Mentors will be available to Quality Counts California to assist in supporting the early childhood workforce in each local community.

- 1) Director Mentor Stipends @ \$500.00 each. A stipend requires a minimum of 20 hours of contact time between a Director Mentor and protégé director (@\$25/hr.).
- 2) Director Mentoring Records @ \$25.00/hour for hourly, short-term mentoring services.

The Stipends and Honorariums are made available to offer local programs support in these areas. Funds permitting, the contractor shall ensure funds are applied to, Stipends and Honorarium. The contractor may charge expenditures in any of the categories herein to maximize efficiently the use the allocated funds.

If funds remain in any category, they may be used to increase the final professional growth (Mentor Seminars) stipend for Mentor Teachers.

Indirect Costs:

Indirect costs shall be charged at a rate not to exceed 10%.

Mentor Allocation and Stipend Budget

| Name of Local Mentor Program | Number of Mentor Teachers | Mentor Teacher Stipends | Seminar Payments |
|-------------------------------------|---------------------------|-------------------------|------------------|
| Alameda Regional | 28 | \$44,464.00 | \$7,000.00 |
| Antelope Valley College | 6 | \$9,528.00 | \$1,500.00 |
| Butte Community College | 9 | \$14,292.00 | \$2,250.00 |
| Cabrillo College | 7 | \$11,116.00 | \$1,750.00 |
| Central Valley Regional | 12 | \$19,056.00 | \$3,000.00 |
| Cerro Coso College | 8 | \$12,704.00 | \$2,000.00 |
| Cerritos/Rio Hondo Regional | 9 | \$14,292.00 | \$2,250.00 |
| City College of San Francisco | 13 | \$20,644.00 | \$3,250.00 |
| College of Marin | 3 | \$4,764.00 | \$750.00 |
| College of the Canyons | 10 | \$15,880.00 | \$2,500.00 |
| College of the Desert | 8 | \$12,704.00 | \$2,000.00 |
| College of the Redwoods | 12 | \$19,056.00 | \$3,000.00 |
| College of the Sequoias | 6 | \$9,528.00 | \$1,500.00 |
| College of the Siskiyou's | 7 | \$11,116.00 | \$1,750.00 |
| Columbia College | 10 | \$15,880.00 | \$2,500.00 |
| Contra Costa Community College | 6 | \$9,528.00 | \$1,500.00 |
| Diablo Valley College | 9 | \$14,292.00 | \$2,250.00 |
| East Los Angeles Community College | 14 | \$22,232.00 | \$3,500.00 |
| El Camino/Compton Regional | 11 | \$17,468.00 | \$2,750.00 |
| Feather River College | 3 | \$4,764.00 | \$750.00 |
| Foothill Regional | 26 | \$41,288.00 | \$6,500.00 |
| Fresno City College | 18 | \$28,584.00 | \$4,500.00 |
| Gavilan College | 3 | \$4,764.00 | \$750.00 |
| Hartnell College | 2 | \$3,176.00 | \$500.00 |
| High Desert Regional Mentor Program | 9 | \$14,292.00 | \$2,250.00 |
| Kern County Regional | 24 | \$38,112.00 | \$6,000.00 |
| Lake Tahoe | 3 | \$4,764.00 | \$750.00 |
| Long Beach City College | 4 | \$6,352.00 | \$1,000.00 |
| Los Angeles City College | 22 | \$34,936.00 | \$5,500.00 |
| Los Angeles Harbor College | 13 | \$20,644.00 | \$3,250.00 |
| Los Angeles Mission College | 8 | \$12,704.00 | \$2,000.00 |
| Los Angeles Pierce | 8 | \$12,704.00 | \$2,000.00 |
| Los Angeles Valley College | 10 | \$15,880.00 | \$2,500.00 |
| Los Medanos College | 9 | \$14,292.00 | \$2,250.00 |
| Los Rios Regional | 11 | \$17,468.00 | \$2,750.00 |

| | | | |
|-----------------------------|-----|----------------|------------------------------|
| Merced College | 11 | \$17,468.00 | \$2,750.00 |
| Mira Costa College | 9 | \$14,292.00 | \$2,250.00 |
| Modesto College | 1 | \$1,588.00 | \$250.00 |
| Moorpark College | 15 | \$23,820.00 | \$3,750.00 |
| Mt. San Jacinto College | 10 | \$15,880.00 | \$2,500.00 |
| Napa Valley College | 8 | \$12,704.00 | \$2,000.00 |
| Orange Regional | 20 | \$31,760.00 | \$5,000.00 |
| Oxnard College | 5 | \$7,940.00 | \$1,250.00 |
| Palomar College | 4 | \$6,352.00 | \$1,000.00 |
| Porterville College | 1 | \$1,588.00 | \$250.00 |
| Riverside Community College | 3 | \$4,764.00 | \$750.00 |
| San Diego Regional | 32 | \$50,816.00 | \$8,000.00 |
| San Joaquin Delta College | 12 | \$19,056.00 | \$3,000.00 |
| San Mateo Colleges Regional | 14 | \$22,232.00 | \$3,500.00 |
| Santa Clara County Regional | 18 | \$28,584.00 | \$4,500.00 |
| Santa Monica College | 29 | \$46,052.00 | \$7,250.00 |
| Santa Rosa Junior College | 9 | \$14,292.00 | \$2,250.00 |
| Shasta College | 10 | \$15,880.00 | \$2,500.00 |
| Sierra College | 8 | \$12,704.00 | \$2,000.00 |
| Solano College | 3 | \$4,764.00 | \$750.00 |
| SWAT (Southwest | 8 | \$12,704.00 | \$2,000.00 |
| The Valley/Crafton Regional | 6 | \$9,528.00 | \$1,500.00 |
| West Hills Coalinga | 4 | \$6,352.00 | \$1,000.00 |
| Yuba District Regional | 29 | \$46,052.00 | \$7,250.00 |
| | 630 | \$1,000,440.00 | \$157,500.00 |
| | | | <u>\$1,157,940.00</u> |

Regional Programs Highlighted

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
 - a. the decision under dispute;
 - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
 - c. identification of all documents and substance of all oral communication which support Contractor's position; and
 - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:
 - a. a description of the dispute;
 - b. a reference to pertinent contract provisions, if applicable;
 - c. a statement of the factual areas of agreement or disagreement; and
 - d. a statement of the representative's decision with supporting rationale.
3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services
744 P Street, M.S. 9-6-747
Sacramento, CA 95814
Attention: Chief, Contracts and Purchasing Bureau

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

B. Termination Without Cause

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

EXHIBIT D
(Standard Agreement)

C. Debarment and Suspension

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed with any active exclusions on the System for Award Management (<http://www.sam.gov>) (Executive Order 12549, 2 CFR Parts 180, 376, 417 and 2336).

D. Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:
 - a. 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding

**EXHIBIT D
(Standard Agreement)**

\$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

E. Unruh Civil Rights Act and the Fair Employment & Housing Act

Prior to bidding on, submitting a proposal for or executing an agreement or renewal for a State of California contract over \$100,000 on or after January 1, 2017, the bidder or proposer must certify compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

F. Computer Software Copyrights

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

G. OMB Audit

Pursuant to Office of Management and Budget (OMB) audit requirement regulations (2 C.F.R. § 200.501), non-federal entities that expend \$750,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. § 200.514 (previously OMB Circular A-133). All OMB audit reports shall meet the report submission requirements established in 2 C.F.R § 200.512 and a copy shall be forwarded to CDSS.

H. Subcontractors

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall

EXHIBIT D
(Standard Agreement)

relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

I. Indirect Costs/Administrative Overhead

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 of each subcontract. Any subcontractor receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

**EXHIBIT E
(Standard Agreement)**

ADDITIONAL PROVISIONS

A. Insurance Requirements

1. Contractor, at his/her own expense, shall maintain the following insurance coverage:
 - a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must include California Department of Social Services, State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management. In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- b. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The policy must be endorsed to include The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the contract. The additional insured endorsement is to be provided with the certificate of insurance.

- c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required.

EXHIBIT E
(Standard Agreement)

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement is to be provided with the certificate of insurance.

d. Professional Liability – Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$1,000,000 per occurrence and \$3,000,000 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.

2. Certificates evidencing Contractor's insurance coverage shall be filed with CDSS prior to execution of this Agreement.

B. General Provisions Applying to All Insurance Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.

2. Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within five business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

EXHIBIT E
(Standard Agreement)

6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

C. Confidentiality Requirements

Contractor and its employees agree to comply with CDSS Confidentiality and Information Security Requirements as described in Exhibit E – Attachment 1.

- D. State reserves the right to have prior approval over the location, costs, dates, agenda, instructors, instructional materials and attendees for all training seminars, workshops, conferences, and over any reimbursable publicity or educational materials to be made available for distribution.
- E. Contractor must receive in writing, prior authorization from the State for reimbursement of any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services. Contractor shall provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted or adequate justification provided for the absence of bidding.
- F. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property when such work would enhance the value of the property to the benefit of the owner.

**The California Department of Social Services
Confidentiality and Information Security Requirements**

Training - v 2019 01

This Confidentiality and Information Security Requirements Exhibit (hereinafter referred to as “this Exhibit”) sets forth the information security and privacy requirements Contractor/Entity (hereinafter referred to as “Contractor”) is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by Contractor, pursuant to Contractor’s Agreement (the “Agreement”) with the California Department of Social Services (hereinafter “CDSS”) in which this Exhibit is incorporated. The CDSS and Contractor desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as “CDSS CSP”) in compliance with state and federal statutes, rules and regulations.

- I. **Order of Precedence.** With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Contractor and CDSS.
- II. **Effect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, agreements, and sub-awards. Contractor shall incorporate the contents of this Exhibit into each lower tier transaction.
- III. **Confidentiality of Information.**
 - a. **DEFINITIONS.** The following definitions apply to this Exhibit and relate to CDSS Confidential, Sensitive, and/or Personal Information.
 - i. “Confidential Information” is information maintained by the CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Codes Sections 6250 et seq.) or has restrictions on disclosure in accordance with other applicable state or federal laws.
 - ii. “Sensitive Information” is information maintained by the CDSS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of the CDSS (i.e., CDSS’ fiscal resources and operations).
 - iii. “Personal Information” is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver’s license, home/ mailing address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).
 - iv. “Breach” is
 1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
- v. "Information Security Incident" is
1. unauthorized access or disclosure, modification or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement between Contractor and CDSS, including this Exhibit.
- b. CDSS CSP which may become available to Contractor as a result of the implementation of the Agreement shall be protected by Contractor from unauthorized access, use, and disclosure as described in this Exhibit.
- c. Contractor is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
- California Welfare and Institutions Code section 10850
 - Information Practices Act - California Civil Code section 1798 et seq.
 - Public Records Act - California Government Code section 6250 et seq.
 - California Penal Code Section 502, 11140-11144, 13301-13303
 - Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164
 - Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
 - Unemployment Insurance Code section 14013
- d. **EXCLUSIONS.** "Confidential Information", "Sensitive Information", and "Personal Information" (CDSS CSP) does not include information that
- i. is or becomes generally known or available to the public other than because of a breach by Contractor of these confidentiality provisions;
 - ii. already known to Contractor before receipt from CDSS without an obligation of confidentiality owed to CDSS;
 - iii. provided to Contractor from a third party except where Contractor knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
 - iv. independently developed by Contractor without reference to the CDSS CSP.

IV. Contractor Responsibilities.

- a. **Training.** Contractor shall instruct all employees, agents, and subcontractors with access to the CDSS CSP regarding:
- i. The confidential nature of the information;

- ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
 - iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V - Information Security Incidents and/or Breaches; and
 - iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement with CDSS, and Contractor and may be subject to penalties, both civil and criminal.
- b. Use Restrictions.** Contractor shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose the CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- c. Disclosure of CDSS CSP.** Contractor shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- d. Subpoena.** If Contractor receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP and/or the disclosure of confidential information collected from attendees of trainings and conferences, Contractor will immediately notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by Contractor's responsible unit for handling subpoenas and court orders.
- e. Confidentiality Safeguards.** Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities.
- f. Disclosure of Attendee CSP.** Unless authorized in writing by the attendees or required by law, the collection and/or disclosure of confidential information related to the attendees in trainings and conferences by Contractor shall be limited to that which is required to:
- i. Verify attendance and/or participation;
 - ii. Analyze the effectiveness of training and conference;
 - iii. Provide attendees with continuing education units (e.g., Board of Behavioral Sciences requirements available at http://www.bbs.ca.gov/licensees/ce_licensees.shtml); and/or
 - iv. Analyze the effectiveness of training and conference as described in the "Child and Family Services Plan 2015-2019" available at <http://www.cdss.ca.gov/inforesources/Child-Welfare-Program-Improvement/Child-and-Family-Services-Plan>

- g. Nothing in this Agreement shall restrict Contractor's use of:
 - i. Information obtained by Contractor from public records or other sources generally available to the public, including but not limited to, academic publications and data extracts.
 - ii. Contractor's pre-existing data, reports or similar information.
 - iii. Non-confidential information received by Contractor from a third party or non-confidential information created or developed by Contractor, with the exception of information specifically identifying or intending to identify an applicant for, or recipient of, public social services.

V. Information Security Incidents and/or Breaches of CDSS CSP

- a. **CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.** The Contractor shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) Section 5340, Information Security Incident Management, including, but not limited to, taking:
 - i. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. **Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP.** Contractor shall notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow Contractor to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.
- c. **Isolation of System or Device.** A system or device containing CDSS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. Contractor will notify CDSS CSP within two (2) business days of a confirmed exploitation of a technical vulnerability and keep CDSS informed as to the investigation until resolution of the vulnerability is completed.
- d. **Investigation of Information Security Incidents and/or Breaches.** Contractor shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and Contractor shall cooperate fully in such investigations. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information. Contractor will keep CDSS fully informed of the results of any such investigation.

- e. **Updates on Investigation.** Contractor shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between Contractor and the CDSS Information Security and Privacy Officer. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information.
- f. **Written Report.** Contractor shall provide a written report of the investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:
 - i. Contractor point of contact information;
 - ii. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;
 - iii. A description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;
 - iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
 - v. A description of where the CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
 - vi. A description of the probable causes of the improper use or disclosure;
 - vii. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
 - viii. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.
- g. **Cost of Investigation and Remediation.** Per SAM Section 5305.8, Contractor shall be responsible for all direct and reasonable costs incurred by CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from Contractor's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

VI. Contact Information. To direct communications to the above referenced CDSS staff, Contractor shall initiate contact as indicated herein. CDSS reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

| CDSS Program Contract Manager | CDSS Information Security & Privacy Officer |
|--|---|
| See the Scope of Work exhibit for Program Contract Manager information | California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814 Email: iso@dss.ca.gov Telephone: (916) 651-5558 |

VII. Termination. An Information Security Incident and/or Breach of CDSS CSP by Contractor, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between Contractor and CDSS and grounds for immediate termination of the Agreement.

VIII. CDSS Confidentiality and Security Compliance Statement

**CALIFORNIA DEPARTMENT of SOCIAL SERVICES
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT v 2019 01**

Information resources maintained by the California Department of Social Services (CDSS) and provided to Contractor may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the confidential and/or sensitive records of the CDSS are subject to strict confidentiality requirements imposed by state and federal law, which may include, but are not limited to, the following; the California Welfare and Institutions Code §10850, Information Practices Act - California Civil Code §1798 et seq., Public Records Act - California Government Code §6250 et seq., California Penal Code §502, 11140-11144, 13301-13303, Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50. Contractor agrees to comply with the laws applicable to the CDSS CSP received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Contract.

Project Representative

Name (Printed): _____

Title: _____

Business Name: _____

Email Address: _____

Phone: _____

Signature: _____

Date Signed: _____

READ and ACKNOWLEDGED: Information Security Officer (or authorized official responsible for business' information security program)

Name (Printed): _____

Title: _____

Business Name: _____

Email Address: _____

Phone: _____

Signature: _____

Date Signed: _____