

**SERIAL 11079 RFP TRAINING & TECHNICAL ASSISTANCE & PROFESSIONAL SUPPORT SERVICES Contract – Feldesman Tucker Leifer Fidell LLP**

**DATE OF LAST REVISION: October 2, 2014      CONTRACT END DATE: September 30, 2017**

**CONTRACT PERIOD THROUGH SEPTEMBER 30, 2014 2017**

TO:                    All Departments  
FROM:                Office of Procurement Services  
SUBJECT:            Contract for **TRAINING & TECHNICAL ASSISTANCE & PROFESSIONAL SUPPORT SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 28, 2011 (Eff. 10/01/11)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

JM/at  
Attach

Copy to:            Office of Procurement Services  
                          Alecia Jackson, Human Services



## CONTRACT PURSUANT TO RFP

SERIAL 11079 -RFP

This Contract is entered into this 28th day of September, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **Feldesman Tucker Leifer Fidell**, ("Contractor") for the purchase of professional and technical training services for the zero to five head start programs. .

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 1<sup>st</sup> day of October, 2011 and ending the 30th day of September, ~~2014~~ 2017.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three\_(3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEE ADJUSTMENTS:

Any request for a fee adjustments must be submitted sixty (60) days prior to the current Contract annual anniversary.. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

### 3.3 INVOICES:

3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms

- Date of service/training or delivery
- Description of service provided
- Pricing per unit/hour of service
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site ([www.maricopa.gov/finance/vendors](http://www.maricopa.gov/finance/vendors)).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

#### 4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

#### 5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

#### 6.0 TERMS and CONDITIONS:

##### 6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

**6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.**

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

~~6.2.9 Automobile Liability.~~

~~Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.~~

~~6.2.10 Workers' Compensation.~~

~~6.2.10.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)~~

~~6.2.10.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.~~

7.0 **MINIMUM SCOPE AND LIMITS OF INSURANCE:**

Contractor shall provide coverage with limits of liability not less than those stated below.

7.1 **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

• General Aggregate	\$4,000,000
• Products – Completed Operations Aggregate	\$2,000,000
• Personal and Advertising Injury	\$2,000,000
• Damage to Rented Premises	\$ 100,000
• Each Occurrence	\$2,000,000

- *The policy shall include coverage for sexual abuse and molestation. This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit, or provided by separate endorsement with its own limits, or provided as separate coverage included with the professional liability.*
- *Contractor must provide the following statement on their Certificate(s) of Insurance as provided for in Part E: “Sexual Abuse/Molestation coverage is included.” Policies/certificates stating that “Sexual Abuse/Molestation coverage is not excluded” do not meet this requirement.*
- The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: *“Maricopa County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the **“Maricopa County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

7.2 **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: *“Maricopa County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- Policy shall *contain* a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the **“Maricopa County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.
- Policy *shall* contain a *severability* of interests provision.

7.3 **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$1,000,000
  - Disease – Each Employee \$1,000,000
  - Disease – Policy Limit \$1,000,000

7.3.1 Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the **“Maricopa County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

7.3.2 This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt **under** A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

7.4 **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

7.4.1 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

7.4.2 The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.

7.4.3 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive coverage date shall be no

later than the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. (primarily for Healthcare related contracts)

7.5 Certificates of Insurance.

7.5.1 **Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

7.5.2 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

7.5.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

7.6 Cancellation and Expiration Notice.

7.6.1 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

7.7 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

7.8 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

7.9 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

Feldesman Tucker Leifer Fidell LLP  
1129 20<sup>th</sup> Street NW, 4<sup>th</sup> Floor  
Washington DC 20036

**7.10 REQUIREMENTS ONTRACT:**

7.10.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

7.10.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

7.10.3 Purchase orders will be cancelled in writing.

**7.11 TERMINATION FOR CONVENIENCE:**

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**7.12 TERMINATION FOR DEFAULT:**

7.12.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

7.12.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

7.12.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

7.12.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**7.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**7.14 OFFSET FOR DAMAGES:**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**7.15 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**7.16 RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

**7.17 INFLUENCE**

**As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:**

**7.17.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**

**7.17.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

**If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.**

**7.18 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

**7.19 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

7.20 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

7.21 ALTERNATIVE DISPUTE RESOLUTION:

7.21.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

7.21.1.1 Render a decision;

7.21.1.2 Notify the parties that the exhibits are available for retrieval; and

7.21.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

7.21.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

7.21.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

7.22 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

7.23 RIGHTS IN DATA:

The County shall own and have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

7.24 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

7.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

7.25.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

7.25.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~7.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~7.26.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~7.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to:~~

~~suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

7.27 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

7.28 CONTRACTOR LICENSE REQUIREMENT:

7.28.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

7.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

7.29 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

7.29.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

7.29.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

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

7.29.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

7.29.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

7.29.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

7.29.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

7.30 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

7.31 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

7.32 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

7.33 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

7.33.1 Exhibit A, Pricing;

7.33.2 Exhibit B, Scope of Work;

7.33.3 Exhibit C, Office of Procurement Services Contractor Travel and Per Diem Policy.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Partner, J. Zoe Beckerman, Esq.

PRINTED NAME AND TITLE

Feldesman Tucker Lewis Fidell LLP

ADDRESS

1129 20th St NW, 4th Fl  
Washington DC 20036

10/3/11  
DATE

MARICOPA COUNTY

  
CHAIRMAN, BOARD OF SUPERVISORS

OCT 19 2011  
DATE

ATTESTED:

  
CLERK OF THE BOARD 09/28/11

OCT 19 2011  
DATE

APPROVED AS TO FORM:

  
LEGAL COUNSEL

OCT 19 2011

**EXHIBIT A  
PRICING**

SERIAL 11079 -RFP  
 NIGP CODE: 91838  
 COMPANY NAME: Feldesman Tucker Leifer Fidell LLP  
 DOING BUSINESS AS (DBA) NAME: \_\_\_\_\_  
 MAILING ADDRESS: 1129 20<sup>th</sup> St NW, 4<sup>th</sup> Floor  
Washington, DC 20036  
 REMIT TO ADDRESS: Same  
 \_\_\_\_\_  
 TELEPHONE NUMBER: (202) 466-8960  
 FACSIMILE NUMBER: (202) 293-8103  
 WEB SITE: www.ftlf.com  
 REPRESENTATIVE NAME: J. Zoë Beckerman, Esq.  
 REPRESENTATIVE PHONE NUMBER: (202) 466-8960  
 REPRESENTATIVE E-MAIL: zbeckerman@ftlf.com

YES NO

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

[ X ]     [ ]

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

[ X ]     [ ]

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document)

\_\_\_\_\_ % OF TOTAL BID AMOUNT

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING. PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> NET 10 DAYS            | <input type="checkbox"/> NET 45 DAYS            | <input type="checkbox"/> 1% 10 DAYS NET 30 DAYS |
| <input type="checkbox"/> NET 15 DAYS            | <input type="checkbox"/> NET 60 DAYS            | <input type="checkbox"/> 2% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 20 DAYS            | <input type="checkbox"/> NET 90 DAYS            | <input type="checkbox"/> 1% 30 DAYS NET 31 DAYS |
| <input checked="" type="checkbox"/> NET 30 DAYS | <input type="checkbox"/> 2% 10 DAYS NET 30 DAYS | <input type="checkbox"/> 5% 30 DAYS NET 31 DAYS |

**1.0 PRICING:**

Please see next page for details of individual Pricing Units.

Attachment A: Pricing Information, Continued

**1.0 Pricing**

ITEM DESCRIPTION 5.1

On Site 2 Day Training (Content from our current library of multi-day trainings) \$15,000.00 plus travel and lodging

ITEM DESCRIPTION 5.2

On Site 1.5 or 2 Day Training (Customized Content) To be Negotiated Depending on Content

ITEM DESCRIPTION 5.3

Tailored Webinar (Content from our current library + inclusion of discussion on MCHSZFP's policies on that subject) \$2500.00

ITEM DESCRIPTION 5.4

Tailored Webinar on New Topic (Not in our current library) \$5,000.00

ITEM DESCRIPTION 5.5

Live, scheduled group webinars (that include programs from across the country, available at <http://headstart.peachnewmedia.com/store/provider/provider09.php>)

\$250.00 if NHSA member; \$275.00 for non-members; \$50.00 for each additional line.

(Please note we are currently running a special for 5 for the price of 4 live webinars if paid for/chosen by September 30, 2011.)

ITEM DESCRIPTION 5.6

On Demand Webinars (available at <http://headstart.peachnewmedia.com/store/provider/provider09.php>)

\$250.00 if NHSA member; \$275.00 for non-members

ITEM DESCRIPTION 5.7

Governance Boot Camp Webinars (Parts 1 and 2, available at <http://headstart.peachnewmedia.com/store/provider/provider09.php>)

\$300 if NHSA member; \$325 for non-members

ITEM DESCRIPTION 5.8

Advice and Technical Assistance \$305.00/hour

## **EXHIBIT B**

### **SCOPE OF SERVICES**

FTLF is prepared to offer MCHSZFP a variety of programs, training and technical assistance, and professional support programs for its Head Start and Early Head Start work, including the following:

#### **Modes of Service Delivery**

FTLF offers various types of trainings (listed below) in a variety of tailored formats:

- We can provide live, in-person trainings for small (individualized to a smaller operations group of just a few people) or large groups (up to 250 people) for intensive full-day or multi-day formats.
- Our live, in person trainings can be drawn from our developed topics or we can develop new content specifically for MCHSZFP.
- We also offer scheduled online training webinars, using a Microsoft Live Meeting format in which participants can ask questions of the presenter by typing in their comments. MCHSZFP is welcome to purchase these and participate with others across the country as they occur.
- MCHSZFP can also purchase the use of our on-demand webinar trainings, via our Silverlight Video Player platform.
- Alternatively, we can provide any of our regular webinar topics via Microsoft Live Meeting specifically for an MCHSZFP audience at mutually amenable times.
- We can also create new online trainings using Microsoft Live Meeting specifically for MCHSZFP on a topic or topics of MCHSZFP's choosing.
- We can provide telephonic consultations on any of our areas of expertise for technical assistance.
- We can review documents and policies/procedures by email, U.S. mail and fax.
- We can support additional formats such as Skype, depending on whether that format would be appropriate to the technical assistance requested.

#### **Narrative Description of Our Trainings and Programs**

Over the past several years, FTLF has honed our areas of expertise in federal grants and specifically, in Head Start and Early Head Start grants compliance issues. As outlined in Attachment A, we have a variety of training and technical assistance options available to MCHSZFP.

***On Site 2-Day Trainings from our Current Library:*** We have several 2-Day Trainings that we have previously developed and delivered, including:

- “Hot Topics in Head Start” that covers accountability and transparency issues for Head Start, such as eligibility and re-competition triggers; building an effective compliance program; and key elements of Head Start monitoring system reviews.
- “Legal Issues in Head Start” that covers new and hot topics in Head Start, including the view from Washington, DC; establishing a culture of compliance; preparing for, responding to, and challenging government audits; conducting internal investigations; and clues to draw from Head Start monitoring.
- “An In-Depth Look at OMB Circulars, Selected Items of Cost, and Grants Administration Requirements” that covers the nuances of the OMB Cost Circulars, such as allowability of costs and cost allocation; selected items of cost that we have identified as particularly problematic for programs such as personnel matters (including setting salaries), lobbying, settlements, and employee morale costs; issues leading to common cost disallowances, such as time and effort reporting, and maintenance and repair costs; and

critical grants administration topics that all programs need to ensure they get right, including procurements, matching (non-federal share); budget flexibility, and special award conditions.

All of our 2-day trainings include checklists, practical tips, and step-by-step instructions. In addition, we provide each participant with a 2-gigabyte thumb drive of his/her own that includes copious amounts of supporting laws, regulations, and documentation needed in Head Start and Early Head Start.

***On Site 1.5 or 2-Day Trainings with Customized Content:*** We can develop any day-and-a-half or 2-day live training on Head Start and federal grants laws, rules, and regulations that MCHSZFP would like.

***Tailored Webinars from our Current Library:*** We can provide MCHSZFP with tailored 2-hour webinars on the topics listed below at 3.14.4.3. To tailor a topic for MCHSZFP, we would briefly review MCHSZFP's policies on the topic and weave that information into a webinar geared solely for MCHSZFP audiences via a Microsoft Live Meeting format. These tailored webinars would occur at mutually amendable times.

***Tailored Webinar on New Topic:*** We can provide MCHSZFP with tailored 2-hour webinars on topics outside of our current library, consisting of any other Head Start and federal grants laws, rules, and regulations that MCHSZFP would like. These tailored webinars would occur at mutually amendable times.

***Live, Scheduled Group Webinars:*** MCHSZFP can purchase access to our currently scheduled webinar trainings and participate in our trainings with other organizations around the country. Content is not specifically tailored to MCHSZFP. Currently scheduled webinars can be found at:

<http://headstart.peachnewmedia.com/store/provider/provider09.php>.

***On-Demand Webinars:*** MCHSZFP can purchase access to our library of on-demand webinar trainings. Content is not specifically tailored to MCHSZFP and is delivered via a Silverlight Video Player format. Our library of on-demand titles can be found at: <http://headstart.peachnewmedia.com/store/provider/provider09.php>. These include our renowned ***Governance Boot Camp Series***, which is differently priced, as set forth at Attachment A.

***Advice and Technical Assistance:*** Via phone, email, U.S. mail, and fax, we can provide consultation, advice, review of policies, procedures, and systems as they relate to Head Start and federal grants law, and other technical assistance at our blended hourly rate set forth in Attachment

Listing of our Currently Available Catalog

For a complete list of our currently available catalog, please visit: <http://headstart.peachnewmedia.com/store/provider/provider09.php>. From that page, you will see a schedule of currently available live webinars, as well as a catalog of our on-demand webinar topics. You will also find descriptions of our Governance Boot Camp products as well as any current multi-day Live Trainings we are offering.

Typical offerings include variations on the following:

### ***Head Start Eligibility***

- **Understanding Head Start and Early Head Start Eligibility:**

ACF's Program Instruction ("PI") HS-10-02, Income Eligibility for Enrollment, addresses how Head Start employees must determine and verify income eligibility. The PI states that programs "should provide annual training to employees responsible for determining and verifying income eligibility and to ensure that those employees are fully aware of the consequences established by the grantee for employees who knowingly sign a verification form that contains false information."

This topic is of special importance - in fact, programs are receiving additional scrutiny about their eligibility practices from Congress, the Government Accountability Office, the HHS Office of Inspector General, and the Office of Head Start. In the wake of Congressional and Departmental scrutiny, now is the time to make sure your staff is determining eligibility correctly.

This session will help your program comply with the often-confusing eligibility rules, and ensure that all of your employees who determine eligibility get needed training. We'll cover not only the basics of the Head

Start eligibility process, but also discuss the consequences of knowing violations of the eligibility rules. This training covers:

- What the Head Start eligibility rules are (and, which are mandatory or optional);
- Where the pitfalls lie for your program in determining eligibility (including reviewing eligibility documents and signing income verification forms); and
- How to ensure your program is in compliance with the requirements of the Improving Head Start for School Readiness Act; PIs and the Head Start Policy Clarifications.

- **Eligibility for AI/AN Head Start Programs:**

[Please note: This training module is similar to the above topic, but is specifically designed for American Indian/Alaska Native Programs.] Last year, ACF issued Program Instruction HS-10-02, Income Eligibility for Enrollment, that addresses how Head Start employees should be determining and verifying income eligibility. The new PI states that programs “should provide annual training to employees responsible for determining and verifying income eligibility and to ensure that those employees are fully aware of the consequences established by the grantee for employees who knowingly sign a verification form that contains false information.”

This topic is of special importance currently – in fact, programs are receiving additional scrutiny from Congress, the Government Accountability Office, the HHS Office of Inspector General, and the Office of Head Start. In the wake of a Congressional hearing and additional scrutiny, now is the time to make sure your staff is determining eligibility correctly. This training covers:

- Who, What, Where, When, Why and How: Basics of Head Start Eligibility
- Understanding Special Rules for Special Populations (AI/AN, homeless, priority rules)
- Documentation and Compliance Strategies
- Errors and Omissions: what you should worry about and what you shouldn't

And, we'll include a special add-on to discuss the new PI and what it means for your program, including employees' responsibilities when it comes to reviewing eligibility documents and signing income verification forms. Tips for best practices will be included and your questions will be addressed.

### ***Head Start Monitoring***

- **The Structure of Head Start Monitoring:**

Are you new to Head Start or Early Head Start? Or have you not undergone a review in a while? If so, it's important to understand that Head Start programs must undergo federal programmatic monitoring at least once every three years. In addition, two things are changing the landscape: 1) OHS has increased the number of unannounced reviews in which the monitoring team shows up at your program unexpectedly and 2) the monitoring review process will soon be linked to re-competition. This training covers:

- The nuts and bolts of the monitoring process;
- Advice on ensuring your monitoring review goes smoothly; and
- Tips on how to handle an "unannounced" review.

Please note that this webinar does not walk you through the OHS Monitoring Protocol. If you are interested in detailed discussions of parts of the updated annual Protocol, please see our other Monitoring Series trainings.

- **Eligibility, ERSEA Monitoring, and More:**

Head Start monitoring results have major legal ramifications for your program. It's always been important to get things right, but with the additional scrutiny that eligibility processes have received from government sources recently, it's more important than ever. This training has a special focus on the ERSEA section of the OHS monitoring protocol. This training covers:

- A review of actual ERSEA questions in the new tool;

- Discussion what reviewers might be looking for; and
- Provides ideas about documentation to "prove up" your compliance.

Please note: this training covers ERSEA questions. Please see our other Monitoring webinars for other key parts of the Monitoring Protocol.

- **Fiscal Monitoring:**

Head Start monitoring results have major legal ramifications for your program. It's always been important to get things right, but with re-competition on the horizon, it's more important than ever. This training has a special focus on the Fiscal Management Monitoring section of the OHS Monitoring protocol. On it, we'll:

- Review actual fiscal management questions in the new tool;
- Discuss what reviewers might be looking for; and
- Provide ideas about documentation to "prove up" your compliance.

Please note: this training will cover only fiscal questions. Please see our other Monitoring webinars for other key parts of the Monitoring Protocol.

- **Program Design and Management Monitoring:**

Head Start monitoring results have major legal ramifications for your program. It's always been important to get things right, but with re-competition on the horizon, it's more important than ever. This webinar covers what the lawyers have to say and includes a special focus on the Program Design and Management section of OHS Monitoring protocol. In this session, we'll:

- Review actual PDM questions in the new tool;
- Discuss what reviewers might be looking for; and
- Provide ideas about documentation to "prove up" your compliance.

Please note: this webinar covers only PDM questions. Please see our other Monitoring webinars for other key parts of the Monitoring Protocol.

- **So You Have Monitoring Findings, Now What Do You Do?**

Rarely do programs undergo monitoring reviews and come away with no findings. And unfortunately, in this era of additional scrutiny and consequences, every finding counts. We've helped many programs over the years respond to monitoring findings. So, what do you do when you receive a monitoring report with deficiencies or non-compliances? How do you break the report down and properly respond? This training covers:

- How to review your report and clues to look for;
- Tips on how to develop and strengthen your Quality Improvement Plans; and
- How to document and "prove up" your compliance to "clear" your findings.

### ***Human Resources in Head Start***

- **Human Resources Lifecycle in Head Start:**

HR in Head Start can be very confusing. The regulations require that certain actions need to take place pre-employment; others during the hiring process, and still others while someone is employed by your program. And then what happens if someone's employment needs to be terminated? Getting these elements right matters - not just for proper program operations, but for morale too. In this training, we will discuss the Human Resources Lifecycle of the Head Start employment relationship and include:

- Pre-employment requirements, such as recruitment and selection procedures and health exams;
- Hiring process, including steps and tips;
- Elements during employment, such as performance reviews and training/development; and
- Firing, including steps on "how to."

- **Staff Qualifications and HR Policies and Procedures:**

Personnel matters can be challenging for management. In addition, in Head Start, special rules apply to the employment relationship (that is, between a Head Start agency and an employee). In this training, we will discuss some of the unique aspects of Head Start agency employment. Join us to learn about:

- What needs to be in your Head Start personnel policies, including tips;
- The ins and outs of your employment Standards of Conduct, including useful checklists; and
- Issues surrounding staff qualifications and timelines.

- **Unpacking Federal Employment Laws:**

Does your Head Start or Early Head Start program need to gain knowledge on federal employment laws? Are there federal, non-Head Start employment laws that you aren't sure about? In addition to Head Start-specific Human Resources laws and rules, agencies running Head Start programs need to ensure compliance with a handful of other federal employment laws. These include: federal Wage and Hour laws, the Americans with Disabilities Act and other laws involving discrimination, and the Family Medical Leave Act.

This training will:

- Identify the specifics of Federal Wage and Hour laws;
- Help you understand the key points of the Americans with Disabilities Act and other employment laws involving discrimination; and
- Assure you know the details of the Family Medical Leave Act.

This training has been developed to supplement our two other Human Resources in Head Start webinars. It will not cover Head Start-specific human resources issues stemming from the Head Start Act or Program Performance Standards. Please see our other HR in Head Start trainings for that information.

## ***Governance***

- **Head Start Governance:**

Head Start governance has always been complicated. Yet in this day and age, it has never been more important. Maintaining proper oversight and accountability over the program is the name of the game. This training covers:

- The unique roles and responsibilities of the governing board and Policy Council;
- Conflicts of Interest and Composition; and
- Considerations for your program to be in compliance.

- **Board and Policy Member Governance Boot Camp:**

### Governance Essentials

Every Board and Policy Council meeting is chock full of work to be done — ranging from developing goals, to approving grant renewals and policies, to ensuring fiscal and programmatic oversight. Despite the time crunch, both bodies still need regular training. Because we kept hearing from programs across the country how hard it is to fit in governance training into busy Board and Policy Council schedules, we've designed our Governance Boot Camp just for you!

In this first section of our Board and Policy Member Governance Boot Camp, we'll tackle key topics that every Board and Policy Council needs to know or brush up on.

In one segment, we'll discuss:

- Shared Governance
  - Roles of Board and Policy Council

- General Responsibilities of Board and Policy Council

In another segment, we'll cover:

- Specific Responsibilities of Board and Policy Council

In another segment, we'll cover:

- Composition Requirements of Both Bodies

In another segment, we'll cover:

- How to Handle Potential Conflicts of Interest

### Process Tools

In this second part of our Board and Policy Council Governance Boot Camp, we'll tackle some important process tools that will improve the functioning of your Board and Policy Council.

In one segment, we'll cover:

- Board/Policy Council Self Evaluation
  - Why it matters and how to do it
  - Considerations for whether your Policy Council should do this as well

In another segment, we'll cover:

- How best to conduct Board or Policy council meetings;
  - Including tips on process; and
  - When and how to use Executive Sessions

In another segment, we'll cover:

- Best Practices for Meeting Minutes

In another segment, we'll cover:

- Creating an Annual Board or Policy Council Work Plan

- **Best Practices for Board Minutes:**

In this time of heightened corporate scrutiny, courts, auditors, and government representatives often consider minutes to be legal documents. Join us to learn what to include, what not to, and help ensure that your Board members fulfill their fiduciary duty. In this training, we will cover:

- Board basics;
- Why minutes matter; and
- What to put in the board minutes.

- **What to Include in Your Policy Council Bylaws:**

In this webinar, we will discuss what should be included in your Policy Council bylaws to ensure the Policy Council can operate effectively and that your program is compliant with Head Start rules and regulations. This training covers:

- Policy council composition and restrictions;
- Bylaw provisions;
- Fiduciary duties.

### *Compliance, Investigations, and Audits*

- **Conducting Internal Investigations:**

With all of the additional scrutiny that Head Start programs continue to receive from the Government Accountability Office, the HHS Office of Inspector General, the Office of Head Start, Congress, the media, and others, there has never been a better time to understand when and how to conduct internal

investigations. In this training, we focus on the following:

- Who, what, why, when and how of internal investigations;
- Factors to consider when you need to begin an internal investigation; and
- Significance and challenges of making disclosures, including legal ramifications.

- **Establishing a Culture of Compliance:**

The recent allegations of improper eligibility determinations in the Head Start world should serve as a wake up call to programs across the country. Effective compliance is the name of the game across the board for the Head Start program, whether you are explaining your practices to funders, program reviewers, auditors or the media. So just how do you establish a culture of compliance in your Head Start program? Join us in this training to learn:

- Why compliance matters;
- The 7 elements of a compliance program; and
- Tips about what works and what doesn't.

- **Preparing for, Responding to, and Challenging Government Audits:**

Have you ever worried about getting audited by the government? Perhaps from the Office of Inspector General ("OIG"), the Government Accountability Office ("GAO"), or others? Head Start and Early Head Start programs across the country have been audited by the OIG every year (separate and apart from your OHS monitoring reviews) and over the past year, some have been visited by the GAO as well. This training covers what to expect from these kinds of audits and what is expected of your program, including:

- The purpose of government audit and their elements;
- The limits of OIG authority; and
- The process for challenging audit findings, including administrative appeals and formal legal action.

### *Fiscal and Grants Issues*

- **Understanding the Need for Internal Monitoring Systems:**

Office of Head Start Monitoring Review findings commonly revolve around the lack of adequate internal monitoring systems. In this training, you will learn about the key regulatory requirements for monitoring Head Start programs and get practical examples of how programs can meet these requirements. We will discuss:

- What an internal control is;
- A "checklist" of items needing internal controls;
- Findings; and
- Tips and best practices.

- **Three Unwise Gifts: Credit Cards, Bonuses, and Leave Payments:**

This training covers three key areas that cause many Head Start programs trouble. Learn the upsides and downsides of each and what we suggest for corporate best practices:

- Credit Cards;
- Bonuses; and
- Leave Payments.

- **Blended Funding and Cost Allocation:**

Many Head Start and Early Head Start programs have numerous funding streams, such as federal Head Start funds, Recovery Act dollars, and state funding, to name but a few. With the myriad funding sources that programs juggle, following the federal rules for cost allocation carefully and appropriately has never been more important. If your program fails to follow these rules correctly, monitoring findings, cost

disallowances, and additional penalties can result. Don't let any of these happen to your program! This training covers:

- What are common challenges with blended funding;
- What are the cost allocation basics; and
- Why it should matter to you.

• **Grants Fundamentals:**

Are you new to the Head Start or Early Head Start program? Or, do you just need a refresher on some of the key concepts? The core elements of grants are critically important and you need to understand them. This training reviews some key fundamentals and the legal framework for Head Start/Early Head Start grants, including:

- What is a Grant Program?;
- What Terms and Conditions Apply to Me, including what's buried in the FAA?;
- Six Core Grant Administration Concepts that You Should Know;
- Five Common Themes in DAB Cases to be Aware of; and
- Thoughts on Compliance Strategies.

• **Non-Federal Share:**

Head Start programs are required to provide a 20% match of non-federal funds for the operation of their programs. This match (or "non-federal share") applies to regular Head Start and Early Head Start funds, as well as those received under the American Recovery and Reinvestment Act of 2009. Year in and year out, non-federal share is an ongoing trouble area for programs. This training covers:

- What items and services your program can count as match;
- How to document matching share;
- Why showing "overmatch" makes sense; and
- Common and not-so-common pitfalls to avoid

Based on our review of numerous examples from the field, we'll also discuss what we think your non-federal share documentation forms should look like.

• **Political Activity, Electioneering, and the Hatch Act:**

What should you do if candidates want photo ops with Head Start children? Can a candidate present a speech to your Head Start staff? Head Start programs must understand how to participate in political activities within legal boundaries. This training covers:

- Who is covered by the Hatch Act;
- What you can and cannot do under the Hatch Act; and
- Penalties for violating the Hatch Act.

• **Procurements: What You Need To Know:**

Procurements with Federal grant funds come with specific requirements to ensure that contracting costs are allowable. Some of the key elements are conducting competitive procurements, performing cost and price analyses, and avoiding conflicts of interest. This training covers:

- Processes involved in procuring goods and services with federal funds;
- Items for inclusion in your procurement policies and procedures; and
- Specifics needed for Codes of Conduct.

• **Recovery Act Reporting Requirements:**

When Congress passed the American Reinvestment and Recovery Act of 2009 ("ARRA") to stimulate the economy, it imposed copious new reporting requirements on recipients of ARRA funds. As a result, all

Head Start programs that received ARRA COLA funds, Program Improvement funds, and/or Head Start or Early Head Start Expansion funds under ARRA had new data to report quarterly. Then, at the close of 2009, jobs reporting methodology from the use of Recovery Act funds came under intense public scrutiny. In response, ACF issued critical new supplemental guidance. Additionally, the Office of Management and Budget ("OMB") issued revised guidance on Recovery Act reporting at the end of 2009. This training helps to untangle the ARRA reporting guidance, including:

- What reporting requirements are for both grantees and delegates;
- Deadlines for reporting;
- Consequences of reporting mistakes;
- Tips to ensure compliance;
- Details of Recovery Act reporting guidance, including important ACF guidance that may change your job counts; and
- The correct reporting codes needed for your Head Start ARRA reporting.

● **Time & Effort Reporting and Cost Allocation:**

Many Head Start and Early Head Start programs have numerous funding streams, such as federal Head Start funds, Recovery Act dollars, and state funding, to name but a few. With the myriad funding sources that programs juggle, following the federal rules for cost allocation carefully and appropriately has never been more important. If your program fails to follow these rules correctly, monitoring findings, cost disallowances, and additional penalties can result.

In addition, charging the costs of employee time to specific federal grants can be onerous. But doing it right - that is, following proper requirements and ensuring proper oversight - is critical. Unfortunately, this continues to be an area in which we see a lot of findings, both from ACF Head Start monitoring, as well as OIG audits.

Use this training to double check your practices and as a guide to help you avoid significant cost disallowances. We cover:

- Requirements for Time and Effort Reporting, including the 4 necessary elements for time sheets;
- Common timesheet problems;
- How to do cost allocation; and
- Why all of this should matter to you.

We'll also include a sample timesheet that we recommend using.

● **Construction, Alteration and Repair – What Does Davis Bacon Mean for Your Program?**

If you have concerns about how to make heads or tails out of what Davis Bacon means for your Head Start program generally, join us for this online training. Or, if you are receiving program expansion funds under ARRA and you'll require any construction, alteration or repair, join us to learn the in's and out's of this important topic. This training covers:

- What does Davis Bacon usually require of Head Start programs?
- What about in the context of Recovery Act Funds?
- What do you need to know about laborers and mechanics, payroll certifications, and required contract clauses;
- Buy America provisions for ARRA funds; and
- Tips from litigated Head Start facility cases.

● **Changes Stemming from Head Start Reauthorization:**

The major revisions made and new requirements added by Head Start Reauthorization in 2007 have fundamentally changed the way Head Start programs operate today. To learn more about these changes and their long-standing effects, this training covers highlights from:

- Governance;
- Re-competition;

- Enrollment and eligibility determinations; and
- Reporting and fiscal management requirements.

*Other*

- **Advocacy 101:**

Advocacy is essential to making sure the needs of Head Start programs are heard as well as acted upon. This training teaches about how individual voices matter and how to effectively navigate Capitol Hill and state legislatures. This training covers:

- Why advocacy matters;
- Congressional Process basics;
- Advocacy rules;
- The Anatomy of a Hill visit; and
- Tips to get the most out of your visit.

- **Head Start and Health Center Collaborations:**

Assuring health services for Head Start children is important. Head Start Program Performance Regulations require programs to assist parents in enrolling their children in an ongoing system of health care and ensuring that each child has an ongoing source of continuous, accessible care. But it can be very difficult to do with limited resources. This training covers:

- Information Memorandum, Accessing Professional Medical and Dental Services (ACF-IM-HS-09-05) and some of its suggestions;
- In the context of the new health reform law, learn more about Section 330 funded Federally Qualified Health Centers' ("FQHCs") model of care and expected increase in funding over the next few years; and
- Consider how your agency might be able to work with one in your area or whether your agency could become an FQHC.

- **Legal Issues for Head Start: A Year in Review:**

This training provides a thorough review of the year's legal landscape and what those changes mean for Head Start programs. This session may include (depending on changes that took place):

- Reauthorization updates, including any new regulations or draft regulations;
- A review of significant cases; and
- Changes to policy guidance.

- **Permissible/Impermissible Fundraising:**

Head Start regulations and policy guidance and the Federal Cost Principles provide very specific rules for fundraising that programs must follow. On this training, we'll discuss:

- Fundraising basics;
- Problem areas that can get your program into hot water; and
- Best practices to maintain compliance with Federal laws and rules.

- **Strengthening Delegate Agency Relationships in Head Start:**

In Head Start and Early Head Start, many children and families are served by delegate agencies (known as "sub-recipients" in the federal grants arena). When one primary organization (the "grantee") holds a Head Start grant and provides some of the grant funds to another organization to fully serve part of a service area (the "delegate"), challenges can result. During this training, we'll discuss:

- Building positive relationships between grantees and delegates;
- The myth of creating "Partnerships" under federal grant rules;
- Delegate agency agreements and what should be in them;
- Common pitfalls to avoid; and
- The Delegate agency appeals process.

**EXHIBIT C****OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): [www.gsa.gov](http://www.gsa.gov)
  - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
  - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
  - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
  - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
  - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
  - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
  - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
  - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
  - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
  - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel,

fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts

FELDESMAN TUCKER LEIFER FIDELL LLP, 1129 20<sup>TH</sup> ST NW, 4<sup>TH</sup> FLOOR, WASHINGTON, DC 20036

PRICING SHEET: NIGP CODE 9183806, 91838

Vendor Number: 2011000512 0

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2014 2017.**