

**SERIAL 14101 RFP HEAD START AND EARLY HEAD START SUBSTITUTE TEACHERS  
AND TEACHER ASSISTANTS  
Contract - ChildCare Careers, LLC**

**DATE OF LAST REVISION: December 17, 2015 CONTRACT END DATE: June 30, 2018**

**CONTRACT PERIOD THROUGH JUNE 30, 2018**

TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for **HEAD START AND EARLY HEAD START SUBSTITUTE TEACHERS  
AND TEACHER ASSISTANTS**

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 **June 18, 2015. (Eff. 01/01/16)**

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.

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Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

SA/mm  
Attach

Copy to: Office of Procurement Services  
Dolores Retana, Human Services



## CONTRACT PURSUANT TO RFP

**SERIAL 14101-RFP**

This Contract is entered into this 17<sup>th</sup> day of December, 2015 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and ChildCare Careers, LLC., a California corporation ("Contractor") for the purchase of Head Start and Early Head Start Substitute Teachers and Teacher Assistants.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Two (2) years and Six (6) months, beginning on the 1<sup>st</sup> day of January, 2016 and ending the 30<sup>th</sup> day of June, 2018.
- 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 Two (2) 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 sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. 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 in a manner acceptable to the County 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 or delivery
- Description of service provided:
  - Including applicable Head Start approved time sheets.
  - Include time in and time out.
- Pricing per personnel type and hours
- Extended price
- Total Amount Due

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

Maricopa County Human Services Department  
Head Start Zero-to-Five Program  
Attn: Alecia Jackson, Early Education Division Director  
2150-1 S. Country Club Drive, Suite 7, Mesa, AZ 85210

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 (<http://www.maricopa.gov/Finance/Vendors.aspx>).

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.

3.4 APPLICABLE TAXES:

3.4.1 State and Local Transaction Privilege Taxes: Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4.2 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.6.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not

want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

**3.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):**

3.7.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Exhibit A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

**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 Exhibits "B" and "B-1", or as otherwise directed in writing by the Procurement Officer.

5.2 The Contractor shall fulfill Emergency or Short-Notice placement requests, and be back-up for Long-Term requests if other awarded contractor cannot fulfill.

5.3 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

5.4 The substitute teachers and teacher assistants provided under this contract are employees of the Contractor, not the County.

**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 Contractor's 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 any claim, damage, loss, or expense resulting from the sole negligence of County.

6.2 **INSURANCE:**

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, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, 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 The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

6.2.10 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

6.2.11 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.12 Automobile Liability:

6.2.12.1 Contractor's employees must fill out a Waiver of Liability form, affirming one of the following.

6.2.12.1.1 That he/she possess a valid Arizona Driver's License and that they will maintain the following automotive insurance coverage during all such time that they perform any services as an independent contractor providing service as a Head Start Teacher, Substitute Teacher or Teacher Assistant.

- \$15,000 bodily-injury liability for one person and \$30,000 for two or more people.
- \$10,000 property-damage liability.

6.2.12.1.2 That he/she does not presently use a personal automobile to commute to and from work. If they do obtain a vehicle or use a personal vehicle, they will comply with the above requirements.

6.2.13 Workers' Compensation:

6.2.13.1 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 \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

6.2.13.2 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.

6.2.14 E&O (Commercial and/or Professional):

If necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the CONTRACTOR, with limits of no less than \$2,000,000 for each claim.

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 aggregate claims.

6.2.15 Sexual Molestation:

Commercial General Liability – Occurrence Form

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

6.2.15.1	General Aggregate	\$4,000,000
6.2.15.2	Products – Completed Operations Aggregate	\$2,000,000
6.2.15.3	Personal and Advertising Injury	\$2,000,000
6.2.15.4	Damage to Rented Premises	\$ 100,000
6.2.15.5	Each Occurrence	\$2,000,000

6.2.15.6 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.

6.2.15.7 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.

6.2.16 Certificates of Insurance:

6.2.16.1 Prior to Contract AWARD, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements 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 identify this contract number and title.

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

6.2.16.3 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.

6.2.17 Cancellation and Expiration Notice.

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

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County’s acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

**6.4 REQUIREMENTS CONTRACT:**

- 6.4.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 6.4.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 6.4.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**6.5 SUSPENSION OF WORK:**

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

**6.6 STOP WORK ORDER:**

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 6.6.1 Cancel the stop-work order; or
- 6.6.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 6.6.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

**6.7 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**6.8 TERMINATION FOR DEFAULT:**

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 6.8.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 6.8.2 Make progress, so as to endanger performance of this contract; or
- 6.8.3 Perform any of the other provisions of this contract.
- 6.8.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

**6.9 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor thirty (30) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed thirty (30) calendar days to cure such deficiencies.

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

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any 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.

**6.11 CONTRACTOR LICENSE REQUIREMENT:**

- 6.11.1 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.
- 6.11.2 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.

**6.12 SUBCONTRACTING:**

6.12.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.12.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**6.13 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.

**6.14 ADDITIONS/DELETIONS OF SERVICE:**

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

6.14.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

**6.15 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.

**6.16 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

**6.17 NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website [http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**6.18 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:**

- 6.18.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor
  - 6.18.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 6.18.1.2 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;
  - 6.18.1.3 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
  - 6.18.1.4 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.
- 6.18.2 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.

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

- 6.19.1 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.
- 6.19.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.20.1 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.

**6.20 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:

- 6.20.1 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,
- 6.20.2 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.

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

- 6.21.1 In accordance with section MCI 371 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.
- 6.21.2 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.
- 6.21.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

**6.22 AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**6.23 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 of the contract.

**6.24 PUBLIC RECORDS:**

Under Arizona law, 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 and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary 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 from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

**6.25 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.

**6.26 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.

**6.27 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 County and the Contractor; provided, however, that Contractor (including its subcontractors) may be the agent of County regarding the County's obligation, if any, to comply with the requirements of the Patient Protection and Affordable Care Act, as amended, and the Health Care and Education Reconciliation Act of 2010, as amended (collectively referred to as the "Affordable Care Act") with respect to Contractor's (or its subcontractors') employees. Contractor and its subcontractors do not otherwise have the authority to enter into any contract or incur any liability on behalf of the County. The teachers and teacher assistants provided to County to perform services under this Contract are the employees of Contractor and/or its subcontractors, not the County. Contractor expressly understands and agrees that County shall not be obligated to provide any employee-related benefit to Contractor's employees or its subcontractors' employees including, but not limited to, workers compensation insurance or any health or accident insurance. As described in this Contract and the attached Scope of Work, Contractor and its subcontractors are responsible for administering the compensation, discipline and evaluation of their respective employees.

**6.28 SUPERVISION OF EMPLOYEES:**

The County shall monitor the daily duties and activities of the Contractor's employees. Contractor's employees shall be required to adhere to all work policies, procedures, and standards established by the County. The Contractor's employees shall conform in all respects with regard to physical, fire and security / safety regulations while on the County's premises. Contractor shall be responsible for obtaining all rules, regulations, policies, etc. from the County.

Contractor shall be responsible for the following:

- a. Recruiting, hiring, administering any evaluations and/or disciplinary actions, implementing any reassignments and/or terminations of teachers and teacher assistants provided to the County by Contractor.

- b. Maintaining a recruiting and hiring program that is in compliance with applicable federal and state employment laws and their implementing rules and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964 (“Title VII”), the Americans With Disabilities Act (“ADA”), the Age Discrimination in Employment Act (“ADEA”), the Fair Credit Reporting Act (“FCRA”), and the Arizona Employment Protection Act (“AEPA”).
- c. Performing background screening on all teachers and teacher assistants provided to the County, to include screening of credentials, licensure, personal history, qualifications, work history, and references, as well as criminal background checks and fingerprinting as provided herein. Contractor shall ensure that all teachers and teacher assistants possess all certifications and qualifications necessary to enable them to perform their assignments.
- d. Administering periodic performance evaluations for each teacher and teacher assistant.
- e. Informing teachers and teacher assistants that they are required to adhere to the policies and procedures of the County. Contractor and/or its designee shall promptly notify the applicable County agency of any human-resource-type issue raised by a teacher or teacher assistant that may affect the County, such as threats of violence, harassment, discrimination or retaliation.
- f. Providing teachers and teacher assistants all of County’s safety, drug/alcohol, work policies, anti-harassment, anti-discrimination and anti-retaliation policies and informing them that they are required to adhere to such policies. Contractor shall establish a complaint and/or reporting procedure for violations of policies and instruct teachers and teacher assistants on the use of the procedure. Contractor shall obtain written acknowledgement from any teacher or teacher assistant that she or he has read, understood and agrees to abide by those policies and procedures.
- g. Providing harassment, discrimination, and retaliation training for all teachers and teacher assistants. Contractor shall maintain a record of all such training.
- h. Informing teachers and teacher assistants in writing that they are employed by Contractor, not the County.
- i. Notifying teachers and teacher assistants in writing that the only benefits they will receive will be from Contractor, and that they are not entitled to any benefits from the County.
- j. Preparing and distribute an Employee Handbook to teachers and teacher assistants that identifies and explains Contractor’s policies and procedures that will be followed during the course of their employment with Contractor.
- k. Informing teachers and teacher assistants in writing that job-related illness/injury reports are to be made to Contractor. Contractor and/or its designee shall notify the applicable County agency within 24 hours of receipt of any such reports.
- l. Being solely responsible for, and holding the County harmless from, all administrative employment matters regarding teachers and teacher assistants including, but not limited to, all payroll and payroll income tax withholding matters; payment of workers’ compensation premiums; funding of appropriate fringe benefit programs; and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to its employees.
- m. Paying teachers and teacher assistants in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act (“FLSA”) and Arizona Labor Code. Contractor shall maintain complete and accurate records of all wages paid to teachers and teacher assistants assigned to provide services to the County. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, and payroll-related and unemployment taxes attributable to wages paid to teachers and teacher assistants assigned to provide services to the County.

6.29 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

6.30 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.

6.31 INCORPORATION OF DOCUMENTS:

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

6.31.1 Exhibit A, Pricing;

6.31.2 Exhibit B, Scope of Work;

6.31.3 Exhibit B-1, Contractor Delivery of Services

6.31.4 Exhibit C, Contractor Acceptance/Signature

NOTICES:

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

For County:

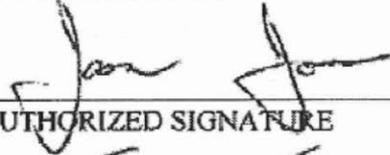
Maricopa County  
Office of Procurement Services  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

ChildCare Careers, LLC  
1700 S. El Camino Real, Suite 201  
San Mateo, CA 94402

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

**CONTRACTOR**

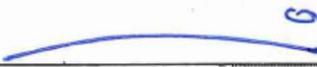
  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

Jason Jones, CEO  
\_\_\_\_\_  
PRINTED NAME AND TITLE

1700 S. El Camino Real, Ste 201, San Mateo, CA 94402  
\_\_\_\_\_  
ADDRESS

12/24/2015  
\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

  
\_\_\_\_\_  
CHIEF PROCUREMENT OFFICER,  
OFFICE OF PROCUREMENT SERVICES

1/4/16  
\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
LEGAL COUNSEL

December 30, 2015  
\_\_\_\_\_  
DATE

**EXHIBIT A  
PRICING**

SERIAL 14101-RFP  
 NIGP CODE: 92478  
 COMPANY NAME: ChildCare Careers, LLC  
 DOING BUSINESS AS (DBA) NAME: \_\_\_\_\_  
 MAILING ADDRESS: 1700 S. El Camino Real, Suite 201  
San Mateo, Ca 94402  
 REMIT TO ADDRESS: \_\_\_\_\_  
 TELEPHONE NUMBER: 650-372-1125  
 FACSIMILE NUMBER: 650-345-0372  
 WEB SITE: [www.childcarecareers.net](http://www.childcarecareers.net)  
 REPRESENTATIVE NAME: Candice Wheeler  
 REPRESENTATIVE PHONE NUMBER: 650-372-1125  
 REPRESENTATIVE E-MAIL: [candice@childcarecareers.net](mailto:candice@childcarecareers.net)

**YES NO REBATE**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: [X] [ ]

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: [X] [ ]

PAYMENT TERMS:  
 NET 30 DAYS

**CATEGORIES & PRICING:**

**Temporary Services**

Temporary Services shall be billed hourly according to the rates listed below:

Employee Category	Minimum Qualifications	Pricing (\$/Hour)
<ul style="list-style-type: none"> <li>• Maricopa County Teacher Aide or EHS Teacher</li> <li>• CCC Lead Teacher 1</li> </ul>	<ul style="list-style-type: none"> <li>• 18+ &amp; High School Diploma AND</li> <li>• Child Development Associate (CDA) credential AND</li> <li>• a minimum of 6 months experience assisting with preschool aged children</li> </ul>	\$21.95 (CCC LT1)

<ul style="list-style-type: none"> <li>• Maricopa County HS Teacher</li> <li>• CCC Lead Teacher 1 OR CCC Lead Teacher 2</li> </ul>	<ul style="list-style-type: none"> <li>• AA or advanced degree in Early Childhood Education from an accredited college or university; OR</li> <li>• an AA or advanced degree in a major *relating to Early Childhood Education, AND</li> <li>• a minimum of 6 months experience teaching preschool aged children.</li> </ul>	<p>\$24.95 (CCC LT2)</p>
<ul style="list-style-type: none"> <li>• Maricopa County HS Lead Teacher or HS/EHS Long Term Site Supervisor</li> <li>• CCC Lead Teacher 2 OR CCC Master Teacher</li> </ul>	<ul style="list-style-type: none"> <li>• BA or advanced degree from an accredited college or university in early childhood education; OR</li> <li>• an *equivalent BA or advanced degree which includes 18 units/credits in Early Childhood Education; AND</li> <li>• a minimum of 6 months experience teaching preschool aged children.</li> </ul>	<p>\$26.95 (CCC MT)</p>

Contractor’s hourly rates are all inclusive and there are no hidden charges or extra taxes. Contractor has a four (4) hour minimum per assignment.

**Permanent Placements**

Permanent Placement services shall be priced as follows:

<u>Category of Employee</u>	<u>Fee</u>
Lead Teacher I	\$2,500
Lead Teacher II	\$2,500
Master Teacher	\$2,500

As an alternative to the one-time permanent placement fee, the County may exercise the **12 week temp-to-perm** option. The employee remains on CCC’s payroll for a contiguous period of 12 weeks while working for at least 20 hours per week at the County’s facility. The County pays for the employee at the then current CCC temporary hourly rate for the 12-week period. The employee then switches to the County’s payroll and CCC shall waive the placement fee. The 12 week period shall not commence until after the County notifies Contractor in writing of their desire to begin a Temp-To-Perm conversion. The start date shall not be backdated. In the event the employee takes any days off during the 12 week period (e.g. sick days, vacation, etc.) the ending date is adjusted accordingly. During the 12 week period the County may switch out an unsatisfactory employee for a different employee (if available) without restarting the 12 week period.

**EXHIBIT B**  
**SCOPE OF WORK**

**2.1 TECHNICAL REQUIREMENTS:**

**2.1.1 Contractor Responsibilities**

1. Contractor shall maintain the forms listed in Section 2.1.3, for each person hired that will be assigned to work as a substitute in Head Start.
2. Contractor shall ensure that each substitute assigned to Head Start brings a copy of the forms outlined in Section 2.1.3 with them to each assignment.
3. If the contractor hires a substitute who has a current Fingerprint Clearance Card, the contractor shall verify this Card is valid before assigning the substitute to Maricopa County Head Start. Verification shall be completed and documented by contacting the Arizona Department of Public Safety (DPS) and documenting the date verification was made, the name of the DPS person who verified the Card, and the status of the Card on the Personnel Records Form.
4. If the contractor hires a substitute who does not have a current Fingerprint Clearance Card, the substitute shall submit an application for a Card to DPS prior to being assigned to Head Start. Substitutes can be assigned to Maricopa County Head Start after the application is submitted, provided the substitute brings a dated copy of the Fingerprint Clearance Card application when arriving at a Head Start classroom.
5. Contractor shall secure the following reference information on each substitute and complete an Employee's Reference Documentation for Child Care Facilities Form to document results of contacts with all references. A copy of the written references as well as this reference form shall be provided when the substitute comes to work at an assigned Head Start classroom.
  - a. At least two personal and two professional references, including at least one written personal reference and at least one written professional reference from a previous employer.
6. Contractor shall secure a signed Criminal History Affidavit for each substitute, using the form provided in original RFP. A copy of this affidavit shall be provided when the substitute comes to work at an assigned Head Start classroom.
7. Contractor shall ensure substitutes complete a minimum of twelve (12) hours of training for each year the substitute is employed with the contractor and maintain records of this training using the Employee Training Log form and a copy provided when the substitute comes to work at a Head Start classroom. This training shall include one or more of the following topics:
  - a. Accident and emergency procedures, including CPR and first aid for infants and children.
  - b. Recognition of signs of illness and infestation.
  - c. Child growth and development.
  - d. Child abuse or neglect detection, prevention, and reporting.
  - e. Child guidance and methods of discipline.
  - f. Nutrition and developmentally appropriate feeding practices.
  - g. Availability of community services and resources, including those available to children with special needs.
  - h. Parent involvement and communication with parents.
  - i. Program administration, planning and development.
  - j. Environment of child care activity areas.
  - k. Sun safety policies and procedures.
  - l. Safety on outdoor activity areas.
  - m. Supervision of children.

**2.1.2 Substitute Qualification Requirements**

1. Substitute shall be 18 years or older.
2. Substitute shall meet one of the following qualifications depending on which position is being requested:

Early Head Start Teacher	Child Development Associate (CDA) credential OR an Associate Degree (AA) in early childhood education from an accredited college or university OR a major relating to early childhood education AND at least 6 months experience teaching preschool aged children.
Head Start Teacher	BA or advanced degree from an accredited college or university in early childhood education; OR a BA or advanced degree and coursework equivalent to a major relating to early childhood education AND at least 6 months experience teaching preschool aged children.
Head Start Teacher Assistant (Aide)	Child Development Associate (CDA) credential AND at least 6 months experience assisting with preschool aged children.

3. Substitute shall have a written statement from a healthcare provider documenting that the individual is free of tuberculosis (TB) that is dated on or after their hire date with the contractor.
4. Substitute shall have current and valid Fingerprint Clearance Card issued by the State of Arizona/Department of Public Safety.
5. CPS Registry Check (completed through the HSD HR department), and Direct Service Affidavit.
6. Additional Qualifications include:
  - a. Current State of Arizona Food Handler’s Card
  - b. Current First Aid Certification specific for infants and children
  - c. Current CPR Certification specific for infants and children

**2.1.3 Documents Substitutes Required To Bring On Site**

Upon arrival to any Head Start site, the substitute shall bring a file with the following information included:

1. Completed Personnel Records Form.
2. Completed Personnel Emergency Information Form.
3. Completed Immunization Verification Form.
4. Evidence of substitute’s highest educational qualification, including field of study (e.g.: copy of high school diploma, copy of college transcripts showing degree earned and field of study, or copy of college diploma showing field of study).
5. A copy of any current license or certification (e.g.: CDA).
6. A dated copy of the front and back of all current qualification requirements, such as First Aid and/or CPR Card, Food Handler Card.
7. A copy of current Fingerprint Clearance Card (or copy of dated Fingerprint Clearance Card application indicating the substitute has applied, if substitute does not have a current card).
8. Completed Employee’s Reference Documentation for Child Care Facilities Form.
9. At least one written personal reference and at least one written professional reference from a previous employer.
  - a. A written statement from a healthcare provider that the individual is free from TB.
  - b. Signed Criminal History Affidavit.
  - c. Employee Training Log, if the substitute has been employed with the contractor for at least 12 months.

10. Completed Checklist of Training of New Staff Member, which shall be completed when a substitute is first assigned to a Head Start classroom. However, a copy of this form shall be provided each subsequent time the substitute is assigned to Head Start.

**2.2 TEACHER AND TEACHER ASSISTANTS AND SCHEDULE AND DUTIES:**

**2.2.1 Daily Substitute Shifts**

Due to the varied schedules of the Head Start classrooms, the start and end hours, as well as the total number of hours requested, will vary. Shifts are between 6-9 hours. Shifts between 7 and 9 hours in length include a one hour break between sessions for planning and set-up for the afternoon session. Substitutes are requested to start the shift between 6:30 A.M. and 7:30 A.M., depending on the site. The end of the shift is between 2:30 P.M. and 4:30 P.M., depending on the site. Meals are provided to substitutes (breakfast and lunch, with an afternoon snack depending on class end times).

**2.2.2 Primary Substitute Duties**

1. Supervise children at all times and ensure their health, safety and well-being.
2. Assist teaching staff in conducting educational activities with children.
3. Assist teaching staff in meeting basic health and nutrition requirements of children.
4. Supervise and/or assist preschool aged children with toileting; diapering infants/toddlers and special needs children.
5. Eat meals with children (meals are provided to substitutes and meals are served family style), promote meal etiquette and engage children in conversation during meal time.
6. Assist with general cleanup of classrooms and bathrooms.
7. Assist in inspecting classrooms and outdoor areas; including playgrounds to ensure the safety, orderliness, sanitation, and cleanliness of facilities.
8. Maintain the confidentiality of child, family, and Maricopa County Zero-Five Program information.
9. Administer basic first aid, as required.
10. Assist teaching staff in the preparation of the classroom prior to children's arrival.
11. Optional responsibilities based on qualifications include staff with current Food Handler Certification will assist with serving food at meal times.

**EXHIBIT B-1**  
**CONTRACTOR DELIVERY OF SERVICES**

Contractor shall provide fully qualified and background checked (in accordance with Licensing Regs) substitute teachers for temporary assignments and permanent placements. Contractor has hundreds of teachers on-call and shall fill orders with as little as two hours notice.

A summary of contractor qualifications includes:

- Due to contractor's sole focus on ECE, the contractor shall be intimately familiar with all of the regulatory and licensing requirements associated with ECE personnel. All the contractor's teachers shall have proper fingerprint and background checks and TB tested in accordance with Arizona Child Care Licensing regulations.
- In addition, the contractor's staff shall carry complete personnel folders with them on every assignment containing all of the personnel documents required by Child Care Licensing.
- The contractor has added DRDP-R training and orientation program for new hires. This shall ensure that the contractor's teachers complete the observational paperwork required by Head Start programs.
- The contractor shall track the quality of their substitutes by systematically soliciting customer feedback after every assignment to ensure that the contractor only has the very best substitutes in their pool.
- The contractor's phone lines shall be staffed live from 6am to 7pm, Monday through Friday, and contractor shall fill last minute, same-day orders at no extra charge.
- The contractor shall assign dedicated placement coordinators to large customers, such as Maricopa County, so that the County will always be able to deal consistently with the same contact person. The placement coordinators shall learn the County's preferences and listen to the County's feedback on substitutes to ensure that the substitutes the County receives are a good match for the using agency.
- The contractor shall ensure that personnel is thoroughly screened and meets or exceeds the County's requirements as outlined in the RFP.
- The contractor shall interview all substitutes in person, give them a written test of their early childhood education skills, and provide them with a workbook of numerous activities they can conduct with the children in the event there is no lesson plan in place due to a teacher absence.
- The contractor shall have very thorough and complete insurance coverage including \$2,000,000 of General and Professional Liability (incl. errors and omissions) coverage, \$1,000,000 Workers' Compensation coverage, \$1,000,000 Employment Practices Liability coverage, and \$3,000,000 Directors & Officers Liability coverage.

**SCREENING PROCESS AND ORIENTATION**

All of the contractor's substitutes shall undergo rigorous screening and evaluation before being hired. In all cases the contractor shall:

- Interview the applicant in person
- Require official, original transcripts with a school seal
- Verify their diplomas by calling their educational institution(s)
- Verify the validity of the applicant's Fingerprint Clearance Card, by calling DPS and documenting the date, the name of DPS person, their DPS badge number, and the status of the card
- Require a notarized Criminal History Affidavit
- Have the applicant complete an Immunization Verification
- Require at least two references
  - At least one written professional reference and at least one written personal reference, both dated and signed
  - At least one professional and one personal phone reference
- Require a recent TB test

In addition to the above rigorous screening, the contractor shall require all applicants to pass two skill assessment exams in order to be placed in their pool of substitutes.

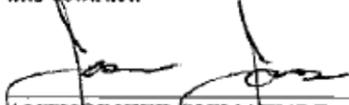
Also, as standard practice, the contractor shall require all substitutes to carry with them to every assignment a personnel file which includes all of the following documents:

- ECE Transcripts
- High School Diploma / Certificate
- TB Test Report
- F/P Clearance Card or Fingerprint Application w/ Print Card
- Immunization Verification (CCL Form 298)
- Personnel Records (CCL Form 256)
- Employee References (CCL Form 248)
- Criminal History Affidavit
- Copy of Photo ID & Social Security Card (or other valid I-9 docs)
- (If applicable) First Aid, CPR and Food Handler's cards.
- 10 Day Training Checklist

**EXHIBIT C**

**MARICOPA COUNTY CONTRACT PURSUANT TO RFP  
SERIAL 14101-RFP**

By signing below ChildCare Careers, LLC., hereby affirms that they have read and understand the requirements of Exhibit B and Exhibit B-1 for this contract and that they will comply with all of its requirements in performance of this contract.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE  
ChildCare Careers, LLC

12/24/2015  
DATE

**CHILDCARE CAREERS, LLC, 1700 S. EL CAMINO REAL, SUITE 201, SAN MATEO, CA 94402**

PRICING SHEET: 92478

Terms:	NET 30
Vendor Number:	2011000429 0
Telephone Number:	650/372-1120
Fax Number:	650/521-5912
Contact Person:	Jason Jones
E-mail Address:	<a href="mailto:jason@childcarecareers.net">jason@childcarecareers.net</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>June 30, 2018.</b>