

**SERIAL 14101 RFP HEAD START AND EARLY HEAD START SUBSTITUTE TEACHERS
AND TEACHER ASSISTANTS
Contract - Delta-T Group Phoenix**

DATE OF LAST REVISION: August 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. 07/01/2015)**

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

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 24th day of June, 2015 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Delta-T Group Phoenix, Inc., an Arizona corporation ("Contractor") to provide Head Start and Early Head Start Substitute Teachers and Teacher Assistants as provided below.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Three (3) years, beginning on the 1st day of July, 2015 and ending the 30th 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 the contract. 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 Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 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.

5.3 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:

~~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 \$2,000,000 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.~~

6.2.12.1 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 or goods 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 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 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 and B-1 (**Amendment No.1**), Scope of Work;

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:

Delta-T Group Phoenix, Inc.
7500 N. Dreamy Draw Drive, Suite 205
Phoenix, AZ 85020

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

CONTRACTOR



AUTHORIZED SIGNATURE

Scott McAndrews, President

PRINTED NAME AND TITLE

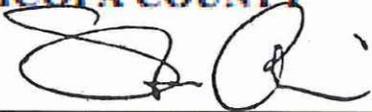
7500 N. Dreamy Draw Drive, Phoenix, AZ 85020

ADDRESS

05/22/2015

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

JUN 24 2015

DATE

ATTESTED:

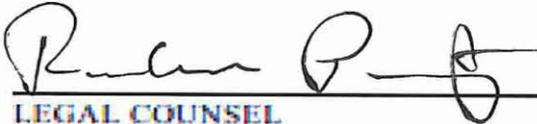


CLERK OF THE BOARD

JUN 24 2015

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

JUN 25, 2015

DATE

EXHIBIT A
PRICING

SERIAL 14101-RFP
 NIGP CODE: 92478
 COMPANY NAME: Delta-T Group Phoenix, Inc.
 DOING BUSINESS AS (DBA) NAME: N/A
 MAILING ADDRESS: 7500 N. Dreamy Draw Drive, Suite 205
Phoenix, AZ 85020
 REMIT TO ADDRESS: PO Box 884
Bryn Mawr, PA 19010
 TELEPHONE NUMBER: 877-384-1730
 FACSIMILE NUMBER: 602-906-8216
 WEB SITE: www.deltatk12.com
 REPRESENTATIVE NAME: Rachana Patel, VP
 REPRESENTATIVE PHONE NUMBER: 484-919-1752
 REPRESENTATIVE E-MAIL: rpatel@deltatg.com

YES NO REBATE

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

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

PAYMENT TERMS:
 [x] NET 30 DAYS

1.0 PRICING:

Item Description	Hourly Rate
Teacher's Hourly Rate	<u>\$18.95</u>
Teacher's Aide Hourly Rate	<u>\$16.95</u>
Lead Teacher 1	<u>\$22.95</u>
Lead Teacher 2	<u>\$25.95</u>

EXHIBIT B
SCOPE OF WORK

AMENDMENT No. 1

To
**SERIAL 14101-RFP, HEAD START AND EARLY HEAD START SUBSTITUTE TEACHERS AND
TEACHER ASSISTANTS**

Between

DELTA-T GROUP PHOENIX, INC.
&
MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona (“County”) and Delta-T Group Phoenix, Inc. (“Contractor”) have entered into a Contract for the purchase of Head Start and Early Head Start Substitute Teachers and Teacher Assistants, dated June 24, 2015 (“Agreement”) County Contract No: 14101-RFP.

WHEREAS, County and Delta-T Group Phoenix, Inc. have agreed to further modify the Agreement by including certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The County in agreement with the Contractor shall amend the contract to add the Scope of Work from the solicitation to the contract, and will become Exhibit B.
2. The County in agreement with the Contractor shall amend the contract to change the title of the Contractor’s delivery of Scope of Services (Exhibit B) to Exhibit B-1.
3. In the event of any conflict between Exhibit B and Exhibit B-1, Exhibit B is the controlling document.

Please see below for the revisions:

EXHIBIT B
SCOPE OF WORK

2.1 TECHNICAL REQUIREMENTS:

2.1.1 Contractor Responsibilities

1. Contractor is required to 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 is required to 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 must verify this Card is valid before assigning the substitute to Maricopa County Head Start. Verification must 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 must 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 must 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 must 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 must secure a signed Criminal History Affidavit for each substitute, using the form provided in original RFP. A copy of this affidavit must be provided when the substitute comes to work at an assigned Head Start classroom.
7. Contractor must 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 must 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 must be 18 years or older.
2. Substitute must 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 must 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 must 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 must 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 will be completed when a substitute is first assigned to a Head Start classroom. However, a copy of this form must 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.

ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by the Maricopa County Office of Procurement Services Department.

DELTA-T GROUP PHOENIX, INC.



Authorized Signature

Chris Andrews Vice President

Printed Name and Title

8/7/15

Date

MARICOPA COUNTY:



Chief Procurement Officer

8/12/15

Date

EXHIBIT B-1
SCOPE OF SERVICES

The Staffing Process

Responding to Service Requests

Clients can request staffing by phone, fax or email. Once a request is received, we will pre-select the most qualified and experienced individuals that are the best fit for your agency’s culture and needs. Once a dedicated pool has been established, Delta-T sets up an availability grid for that is updated routinely for the most accurate information.

Recruitment & Retention

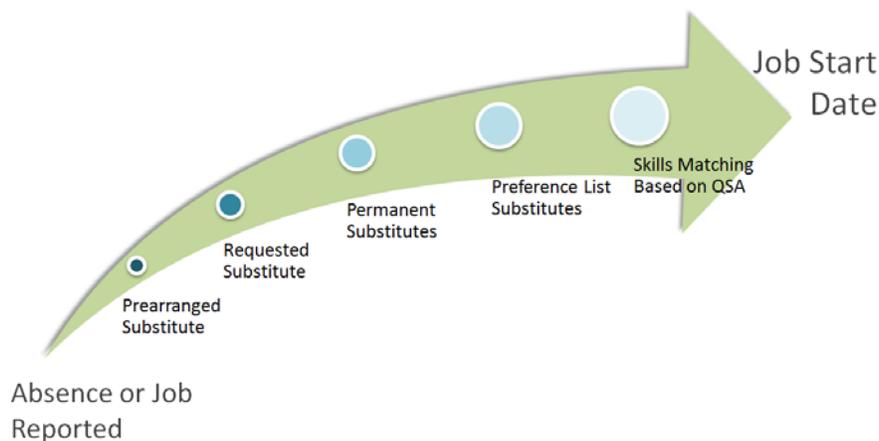
A part of what makes Delta-T so successful is the way it recruits its professionals. We maintain a database of thousands of candidates all over the country that we can utilize to fill a need. Many of these candidates are available immediately, so that as soon as a bid is awarded, our skilled Staffing Coordinators can begin short-listing names for consideration. For many requests, we can source solely from our database. If this is insufficient, our coordinators may reach out to our experts in the field that can provide referrals, utilize online job boards, association and trade lists, educational institutions and alumni listings, job fairs and many other avenues to locate the best people for the positions.

Finding qualified professionals is only half the battle. Delta-T also works hard to maintain our pool and expand it. To that end, we constantly reassess our practices and take in feedback from our professionals. Our compensation plan is reviewed and adjusted as necessary to keep up with workforce trends. Our professionals remain committed to Delta-T, as evidenced by our over 90% retention rate.

Delta-T uses feedback from our clients and our own coordinators to gauge a staffed professional's success. We review the feedback internally and then with that staffed professional to determine their suitability for continued work with Delta-T. More than two no-call/no-shows, excessive tardiness, and other unsuitable behavior will result in an end to our relationship with that professional. By taking proactive measures to vet and rate our professionals, we are able to maintain an active pool of candidates that represent the best of their professions both on paper and in person.

Our fill process is driven by your preferences. Preferences, entered in our software, include skill matching, availability, classroom/student consistency, and designated preferred personnel. Criteria will be refined quarterly based on feedback about our personnel from the County captured both informally and formally.

The Substitute Selection Process



Of particular note is that our process is proactive. While last-minute fills are typical for these types of projects (and we respond to those via our 24/7 on call support), we strive for those to be less than 50% of fill placement. We achieve a proactive approach to fill placement through:

- ▲ Annual calendar reviews to determine planned needs (i.e., teacher training, other)
- ▲ Weekly administrative reviews with you to identify scheduling and classroom-specific needs
- ▲ Bimonthly on-site visits for personal review and communications that helps us identify and fill needs previously unseen
- ▲ Quarterly (and annual) trend reviews with you that identify patterns by location, classroom/teacher/subject need, substitute, timeframe and more – that in turn, can be used to support future scheduling/ forecasting
- ▲ Ongoing internal assessments (weekly, monthly, quarterly, annually) of hours/week, client satisfaction, open and resolved issues and quality improvement initiatives that reflect/have an impact on scheduling and forecasting, including ACA compliance
- ▲ Application of industry trends and our empirical data based on 25 years in the industry.

We also note that while technology plays a large part in efficiently supporting personnel placement, Delta-T Group continues to rely significantly on our team’s abilities and expertise to provide the best fit. While technology can match a skill set with need or even a particular person with a need, it can’t replace the intellectual and emotional interactions our team has with our substitute candidates to ensure that a fit is not just good on paper.

We have included additional information on SubFinder in the Appendix. We would be happy to arrange a demo at your convenience. We can also provide more detailed information if this type of system is one that the County is interested in for its Programs.

Interviewing & Credentialing

Delta-T's thorough screening process is a source of great pride. Proper credentialing is an effective risk management tool in the staffing industry and ours is well-known for its rigorous approach. Our Staffing Coordinators and the Quality Assurance (QA) Team work cooperatively to find and credential candidates who show the most potential for meeting the client's needs.

- ▲ **Screening Interview** — Conducted for every potential candidate. A trained Staffing Coordinator gathers information through a one-on-one behavioral interview, seeking to find a match to the client's requirements.
- ▲ **Reference Checking** — A minimum of three professional references (e.g., direct supervisor s with at least one year of experience with the professional) are collected and verified.
- ▲ **Degree, Licensure and Certification Verification** — Job-relevant degrees are primary source verified either at the issuing college/university or an approved third party agent. All relevant licenses and certifications are collected, verified and copies kept on file.
- ▲ **Criminal Background Checks** — All Delta-T professionals are subject to state criminal record checks prior to commencement of services (as state law permits). Subsequent checks are done on an annual basis.
- ▲ **OIG & EPLS** —to check for individuals and businesses excluded or sanctioned from participating in Medicare, Medicaid, or other federally funded health care programs.
- ▲ **Customized Credentialing** — Any additional credentialing requirements as determined by the client and verified by Delta-T. Verification and copies of all client-specific requirements are kept on file in accordance with HIPAA regulations.

Re-credentialing is equally important. The QA team utilizes our proprietary software to track expirations and review reports to ensure every professional remains current with their credentials and is primary source verified. On top of candidate credentialing, the QA team conducts internal audits to make sure that all Delta-T staff is compliant with regulations, company policies and verification processes.

Orientation & Training/Professional Development Opportunities

In order to ensure that the professionals staffed are well-equipped to handle the demands of the Program, Delta-T facilitates pre-service orientations that prepare them for working under the contract, which *may* include:

- ▲ Confidentiality/HIPAA Guidelines
- ▲ Classroom Management
- ▲ IDEA and Regulations Review
- ▲ Ethical Standards
- ▲ Crisis Intervention
- ▲ Mandated Reporting
- ▲ Schedule Management
- ▲ Incident Reporting

We also provide on-going opportunities for professional development through our reference library, referrals for training, web-based learning, seminars, conferences and community resources. Developing new competencies and refreshing existing ones is a necessary measure in the behavioral health industry. We strongly encourage all of our professionals to participate so that they can continue to excel in their field. Interacting with our professionals this way also allows Delta-T to review policies and programs so that we are increasing our own knowledge base and making changes to our processes as necessary.

We will provide each professional with a guide to performing under the contract and any support/feedback they need for filling out timesheets, call-outs, scheduling, compensation and any issues that may arise. Should they require additional training, we will refer them to the appropriate resources and track any applicable expirations through our QA Department.

Ongoing Personnel Monitoring

In addition to professional development opportunities, we assure you of sustained personnel quality through ongoing monitoring.

MONITORING ENSURES QUALITY PERSONNEL THROUGHOUT THE CONTRACT	
Monitoring	Purpose
Weekly substitute conversations	<ul style="list-style-type: none"> ▲ Remain attuned to activities, issues, and special events; and how well we are supporting from substitute & client views ▲ Review incident reporting and other documentation for accuracy ▲ Review weekly log ▲ Re-credentialing reminders ▲ Continuous improvement
Monthly and quarterly trend reviews	<ul style="list-style-type: none"> ▲ Determine how each individual fares within trends (to ID a preferred candidate; or identify need for enhanced training) ▲ Forecast scheduling to minimize absences ▲ Identify goals/priorities for upcoming period to prepare ▲ Training assessment
Annual performance reviews	<ul style="list-style-type: none"> ▲ Assessment, accolades, professional enhancement
As-needed	<ul style="list-style-type: none"> ▲ Address issues before they escalate ▲ Routine communications and updates

Client Support

On Call Services

Delta-T is customer-centered. It is a crucial part of our business to remain available for our clients whenever they need assistance. Our **On Call Service** is a dedicated team of professionals available outside of normal business hours to meet any needs that arise. The On Call team of staffing coordinators and supervisors are accessible around the clock - 24/7. They will be kept up-to-date on the Maricopa needs and availability of staff so that if you have an urgent need, they will be able to quickly dispatch a replacement professional, answer questions, address concerns, recruit additional candidates or make scheduling changes. This service is provided at no additional cost to our clients because we understand how important it is to get answers when they are needed most and minimizing any service interruptions.

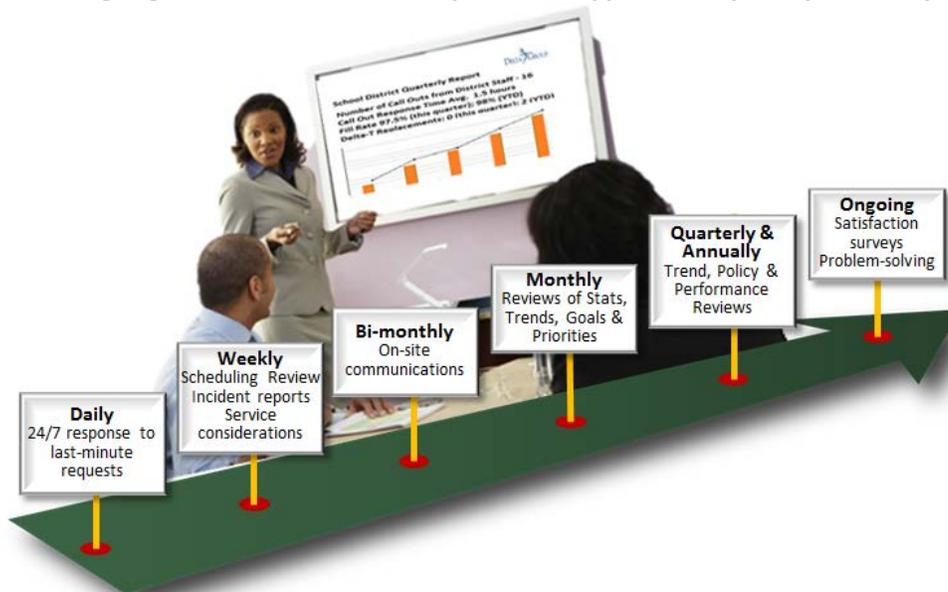
Management and Communications

As indicated throughout this proposal, Delta-T Group provides ongoing, rapid communication with the County to fill needs and dynamically adjust to changing requirements to provide the highest quality service with the lowest risk (e.g., from 24/7 on call through weekly meetings and ongoing analysis and reporting).

The management philosophy supporting that is Delta-T Group's application of Agile Management. This philosophy promotes close collaboration for incremental, ongoing adjustments to services and processes (vs delivery of product or service after months of work, *then* receiving client input). Specifically, our philosophy has the following attributes:

- ▲ **Incremental Growth.** Agile's incremental style of service development and management correlates to the incremental addition of requests as needs change, min/max changes; and as our contract progresses and relationships mature
- ▲ **Partnership.** Emphasis on people, not processes -- and more so, partnerships -- particularly during contract startup and for ongoing communications with stakeholders. That partnership provides the inputs we need to translate into tactical processes for prompt, right-fit-the-first time responses
- ▲ **"Show As You Go".** Ongoing communications internally among the district team and externally with County personnel at varying levels creates a partnership that's dedicated to customer satisfaction at all levels.
- ▲ **Low Risk:** Management adjustments incrementally as we respond to requests and as our relationship with you matures lowers risks in responsive, best-fit delivery of substitute services, yielding the most effective, efficient support in terms of positive learning outcomes and cost savings.

Ongoing Communications on Multiple Levels Supports Ability to Adjust Quickly



Ongoing communication and reporting provides meaningful data that can support personnel and budget forecasting; and might support policy changes that result in a more efficient and effective contract management system. For example, data we customize for monthly reports can support:

- ▲ Better collection and monitoring of teacher absenteeism data that leads to reduced absenteeism.
- ▲ Better monitoring of the frequency of Monday and Friday absences, reasons for absences, etc. help to identify causes of teacher absenteeism.
- ▲ Better understanding of the reasons for absences can lead to possible changes in sick and personal leave policies, which may reduce teacher absenteeism.

Internally, we communicate just as frequently via routine daily communications; formal weekly project meetings to review operations, case reviews, discuss concerns; monthly client satisfaction reviews; and quarterly and annual data and policy reviews to support quality improvement of our services; and forecasting and other program-level activities for your County.

Because of such frequent and close collaboration with the County and amongst ourselves, problems that arise can be identified and resolved quickly, before they escalate.

Our ability to address issues also is grounded in:

- ▲ **Nimble size and structure to draw on our entire organization’s expertise:** It’s likely that we’ve addressed a similar issue over 25 years so that we can quickly draw on that and apply it to your situation.
- ▲ **Best practices and lessons learned** are institutionalized through monthly meetings where knowledge is shared and ideas are cultivated
- ▲ **Doctoral-level educational and child development experts** at the ready for subject matter advice, including additional training expertise
- ▲ **Intense customer service commitment.** Every member of Delta-T Group is focused on the quality of our services and the populations served.

Quality Control

Our formal quality compliance and risk management approach also provides superior service by supporting quick problem resolution and/or elimination of issues. At contract outset, we will develop a comprehensive compliance matrix of all requirements, rates, and timeframes -- and map that to interim thresholds to ensure we meet them.

Quality reports *outside* the contract, directly to our VP of Operations to ensure objectivity and visibility to top-level management that we are contractually and legally compliant.

Proper documentation training, weekly reviews with the substitutes of such, and quality control checks all help ensure your County of compliance and financial reimbursement. Our quality control for overall operations is demonstrated via our communications protocol with the County and amongst ourselves.

BENCHMARK METRICS = ACCOUNTABILITY	
Measure	Metric
Personnel quality	95% acceptability
Reliability	92%
End-user satisfaction	90% or> on satisfaction surveys administered (administrators, teachers)
Gaps in coverage	2% or less
Responsiveness	100% responsive in 4 hours to request

Web-Based Management System

Delta-T Group utilizes SubFinder as its web based management platform to support school requirements. SubFinder¹ is not just an automated absence management and substitute placement solution, it's a flexible and configurable management tool providing a complete solution to help us ensure that this project runs smoothly, creating efficiencies, optimum results and exceeding your expectations.

The SubFinder solution provides an employee with the flexibility to report an absence via telephone and Internet, as well as web-enabled mobile devices. Absences entered into SubFinder will be routed to our Substitute Coordinators and reviewed with your liaison before a job is generated. Once approved, SubFinder begins the process of securing a qualified substitute using both automated telephone calls and displaying available jobs online.

With SubFinder, we are able to manage substitute time worked for Affordable Care Act compliance, including definition of maximum hours and total hour per review period.

Some of the features that are unique to SubFinder include:

- ▲ Qualitative substitute analysis matches substitutes to positions based on an A thru J skill rating system to ensure placement of highly qualified candidates, further supporting your goal of streamlining business processes and operations.
- ▲ The substitute selection process and calling cycles are determined by your County.
- ▲ Distinct, County-defined calling periods allow you to establish 24/7 outbound calling times that are convenient for everyone involved.
- ▲ The ability to create an unlimited number of calendar tracks for your employees, noting work days and non-work days according to your County work calendars. This feature will allow for effective management of the work calendars that your employees follow, ensuring accurate reporting of absences and jobs.
- ▲ Detailed itinerant schedules can be assigned to your employees and viewed by the substitute when reviewing for jobs. Schedules are broken down by job position, site, and time and are expertly matched to the most qualified substitute.
- ▲ An electronic Verification process allows for every job worked to be reviewed and approved before sending the data to payroll, saving time and money.
- ▲ Budget codes can be managed, linked to employees, sites, job positions, absence reasons and other sources, and automatically assigned to jobs based on user-defined criteria to ensure proper funding allocation and tracking of substitute labor expenses.
- ▲ Certification fields for employees and substitutes offer automatic notification of expiration dates to keep everyone informed and available to work.
- ▲ All cancelled absences and jobs are retained in the database for proper record keeping and historical integrity of your data.

Other highly valued features include:

- ▲ Access to the system via telephone and Internet 24/7.
- ▲ A custom export writer allows for the extraction of raw data related to employee and substitute personnel records, absences and jobs, and verification records to provide even greater analytics.
- ▲ Substitutes can set their schedules and "do not disturb" times. Additionally, substitutes can be granted the ability to manage the sites at which they are able to work.
- ▲ Leave control settings allow the County to set limits for various types of absences, tracking sick days and other entitlements. SubFinder can automatically prevent an absence from being entered if the employee has reached their allotment for that reason.
 - ▲ Detailed text-based instructions for the substitute can be submitted with any job; instructions may also be left for the substitute via a voice recording. You may also give your staff the option to attach a file such as a lesson plan. Once a substitute has started working a job, they may be given the ability to submit their own feedback for the employee, Delta-T on site administrator, and system operator to review.

¹ SubFinder places over 98,000 substitutes and replacement workers daily, with over 1.5 million users throughout the United States and Canada, in organizations ranging from single districts with fewer than 98 employees to large multi-district clients serving up to 90 districts under one account.

- ▲ Daily absence reports are automatically emailed to Delta-T on site administrators regarding building absences and fill rates.
- ▲ Email notifications related to the creation, fulfilment, and cancellation of absences and jobs can be enabled for administrators, employees, and substitutes. Additionally, substitutes will receive email notifications of job modifications, reminder emails, and requests.
- ▲ Absence approval can be enabled and configured in many ways and employ one or several levels of approval.
- ▲ County employees can create personal Requested Substitute lists of their favorite substitutes to use when filling their jobs. This feature allows you to define the maximum number of substitutes an employee can add to their list to ensure fairness in substitute placement.

Substitute Selection Process

Continued high quality instruction in the classroom is at the heart of why we utilize SubFinder. The system is designed to seek out and fill positions with the very best available substitutes in your County. Our substitute selection process and **Qualitative Skills Assessment** connect your students with the very best substitutes. Additional system checks and safeguards such as a job review timer and Internet locks on jobs during active callout help ensure your County’s and teachers’ substitute preferences are given the highest priority and opportunity to secure the best substitutes before a second or third level of acceptable candidates may be contacted or permitted to express interest in the position. Checks for current certification, appropriate position and skills all work together to ensure a high quality substitute is placed into the position.

SubFinder has the ability to use multiple calling priorities, and will evaluate each job to determine the appropriate order in which to call substitutes or display jobs to them online. The following is an outline describing how SubFinder fills jobs:

- ▲ If the job was filled by a prearranged substitute, no additional processing will take place. A prearranged assignment is one where the agreement to work was previously made with the substitute (verbally or otherwise) and they are placed into the assignment without the need for any further action online or via the phone. Prearranged substitutes can receive an email notification of the job placement if your organization chooses to enable the feature.
- ▲ If the job was not filled by a prearranged substitute, SubFinder will determine if the job involves a requested substitute. If a substitute was requested, SubFinder will call that substitute exclusively until it reaches a deadline defined by your County or until they decline the request. If the specified substitute declines the job, the job will be released to other qualified candidates. Requested substitutes can receive an email notification of the job opportunity if your organization chooses to enable the feature.
- ▲ Once the first two conditions have been evaluated and eliminated from the process, SubFinder will determine if the job should be assigned to a permanent substitute. Permanent substitutes are assigned to a specific type of preference list and have an agreement with the County to work any job at the site(s) or for the employee(s) to whom the list is assigned if the job isn’t filled during steps 1 and 2. Permanent substitutes can receive an email notification of the job placement if your organization chooses to enable the feature.
- ▲ If the job is still open, SubFinder will process any preference lists assigned to the absent employee. Your County has the option to define whether preference lists are processed always starting with the first substitute on the list, or with the next substitute in the queue. SubFinder allows for the creation of preference and exclusion lists, with an unlimited number of substitutes per list. Preference lists can be created and assigned to individual employees, and copied to all employees in a particular department, site, or group of sites. Exclusion lists can be created at the employee or site level, and like preference lists, copied to other individuals or sites.
- ▲ Finally, SubFinder will process the skill list. This is the last list you want SubFinder to use. Using the skill list, SubFinder will automatically sort through substitutes based on their job position AND skill level. You provide SubFinder with the skill level of each substitute, thus further guaranteeing the absence will be filled with the most qualified substitute.

Site administrators will be provided with status information related to absences and substitute assignments in a

number of ways, including:

- ▲ Automated email reports which can be scheduled to send as often as necessary
- ▲ Via telephone *and* Internet access to their site’s information, available 24 / 7
- ▲ Via various email notifications they can choose to receive which include:
 - When an absence or no employee job is created, modified, canceled, or has failed to fill
 - When an absence request requires their approval and when it has been fully approved or disapproved
 - When a substitute has been placed into a job or canceled their assignment

It is your preference on how involved or uninvolved you want to be. We typically set it up so you only have our Administrator be your liaison.

SubFinder Reports

All reports can be filtered by various criteria including: date range selection, site and site group selection, job classifications and job classification groups, absence reason, individual employee, all employees by site or site group, individual substitute, all substitutes per site or site group, all substitutes per job classification or job classification group, and more.

The offered options create standard reports used to address common Program needs regarding absences and substitutes. Available reports include:

- Absence Report by Site, by Employee
- Employee Absence Analysis
- Individual Substitute Jobs
- Job Log Report
- Overall Absence Analysis
- Substitute Time Sheet

Implementation & Training

For a successful SubFinder implementation, we have developed a proven timeline of required tasks and will work with your County to complete the tasks. The sample implementation timeline provided below is based on a less than one week implementation period but can be modified and is a very seamless and simple process for all parties involved.

1 Week or Less	<ul style="list-style-type: none"> ▲ Identify County Implementation Team ▲ Discuss how the County would like the system to be set up. ▲ Establish Training dates ▲ Verify data files to ensure data is ready for import prior to training ▲ Notify County personnel of SubFinder “Go Live” date ▲ Training - Delta-T will conduct training sessions on site via small forums for designated groups.
----------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Delta-T will conduct trainings on-site at times that are convenient to the County. The proposed training will provide your program administrators with comprehensive instruction on the SubFinder system. We will employ a train-the-trainer approach to provide your implementation team with the tools required to train your site level users, employees, and substitutes.

The following is a sample outline of the SubFinder training, which will take place during your implementation:

- ▲ Accessing SubFinder - Provides a brief overview of how your users will access the product on a regular basis, including Remote Desktop, SubFinder online, and the telephone.
- ▲ Configuring SubFinder for Your Needs - This will include establishing your calling periods, defining rules for how and when substitutes are considered for jobs, creating user profiles for site administrators, and much more.
- ▲ Managing Your Data - An in-depth review of the system data including job positions, employee and substitute profiles, preference and skill lists, sites, reasons, calendars, absences and jobs, and verification.
- ▲ Giving SubFinder a Voice - Learn how to manage your SubFinder voice files and prepare your system to be used over the phone.

- ▲ Scheduled Tasks - Create and manage scheduled tasks including the distribution of email reports, email notifications, imports, and exports.
- ▲ Integration and Reporting - Review your data integration needs and learn how to create your own reports and exports with SubFinder's export writer.

Positions & Pricing

Please note that a total of four (4) positions are being quoted. We recognize that the actual bid provided requirements for only two (2) of the four (4) positions/titles quoted in our submission.

Teacher — Head Start/Early Head Start Teacher (\$18.95/hour)

- As specified in Bid 14101-RFP document on pg. 6 Section 2.1.2.2.
- BA or advanced degree from accredited college/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 age children.

Head Start/Early Head Start Teacher Assistant (\$16.95/hour)

- As specified in Bid 14101-RFP document on pg. 6 Section 2.1.2.2.
- 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 of experience assisting with preschool age children.

Lead Teacher I (\$22.95/hour)

- This position would supervise Head Start or Early Head Start Teachers and Teachers Assistants assigned to classroom.
- Associates degree in Early Childhood Education or Childhood Development or equivalent degree consisting of 18 credit hours of ECE coursework at the Associate level and one year of experience teaching in a licensed childcare or public pre-k setting.

Lead Teacher II (\$25.95/hour)

- This position would lead, support and/or supervise Head Start or Early Head Start program and have responsibility for overseeing the planning and daily operations of an infant/toddler classroom.
- Bachelor's degree and admitted to Teach for America Program or participated in Teach for America summer training institute, passed Praxis II.

Temp-to-Perm

Our standard policy is no fee after 750 billed hours for that individual. The hours are cumulative hours. There is no penalty charged. A buy-out amount can be mutually agreed upon, if required if the hours have not been fulfilled. We can also do a "pool buy-out" where all the hours of the individuals are pooled cumulative and if an agreed amount of hours has been invoiced, then Client can take any individual from that pool as a temp to perm without any fee or minimum hours requirement. Usually if there is a continuing relationship and need for our services we weigh the hours, the buy-out and the pool terms on a case by case basis.

AMENDMENT No. 2

To
SERIAL 14101-RFP, HEAD START AND EARLY HEAD START SUBSTITUTE TEACHERS AND
TEACHER ASSISTANTS

Between

DELTA-T GROUP PHOENIX, INC.
&
MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and Delta-T Group Phoenix, Inc. ("Contractor") have entered into a Contract for the purchase of Head Start and Early Head Start Substitute Teachers and Teacher Assistants, dated June 24, 2015 ("Agreement") County Contract No: 14101-RFP.

WHEREAS, County and Delta-T Group Phoenix, Inc. have agreed to further modify the Agreement by including certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Under this Amendment, the current Section "6.2.12 Automobile Liability" will be replaced with updated language and will remain Section "6.2.12 Automobile Liability".

Please see below for the revisions:

~~6.2.12—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 \$2,000,000 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.~~

6.2.12 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.

ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by the Maricopa County Office of Procurement Services Department.

DELTA-T GROUP PHOENIX, INC.



Authorized Signature

Scott McAndrews, President

Printed Name and Title

8/20/2015

Date

MARICOPA COUNTY:



Chief Procurement Officer

8/20/15

Date

DELTA-T GROUP PHOENIX, INC. 7500 N DREAMY DRAW DR. SUITE 205, PHOENIX, AZ 85020

PRICING SHEET: 92478

Terms:	NET 30
Vendor Number:	2011006141 0
Telephone Number:	484/919-1752
Fax Number:	215/220-2669
Contact Person:	Rachana Patel, Joseph Foley
E-mail Address:	rpatel@deltatg.com , jfoley@deltatg.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2018.