

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>1,091,661</u>	_____	_____	_____	_____
External Revenue	<u>(666,514)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	 <u>425,147</u>	 _____	 _____	 _____	 _____
 # ADDITIONAL FTE POSITIONS (Cumulative)	 _____	 _____	 _____	 _____	 _____

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 1002 Dept 147 Unit 1451 Object 3401
 Program Code HD 29

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding through Head Start grant - \$666,514 from Health and Human Services (HHS), and \$425,147 from Palm Beach County.

C. Departmental Fiscal Review.

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

<p><u>John D. ... 9-20-07</u> OFMB 9/20/07</p> <p><u>DM CN 9/19/07</u></p>	<p><u>Ann J. Jacobson 9/21/07</u> Contract Dev and Control 9/21/07</p>
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B. Legal Sufficiency:

[Signature] 9/24/07
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

HEAD START DELEGATE AGENCY AGREEMENT

This Agreement is made and effective as of the _____ day of _____, 2007, between the parties, Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, herein referred to as the COUNTY, and The School Board of Palm Beach County, a Political Subdivision of the State of Florida herein referred to as the DELEGATE AGENCY.

NOW THEREFORE IN CONSIDERATION of the mutual promises contained herein, the COUNTY and the DELEGATE AGENCY agree as follows:

ARTICLE 1 - SERVICES

The parties agree that this Agreement shall apply to all services provided by the DELEGATE AGENCY for Full Day Head Start services for 185 children and families at the "Delray Full Service Center" within its assigned geographical area in accordance with the Palm Beach County HEAD START Agreement at its facility for the period of October 1, 2007 through September 30, 2008. Compensation for services rendered by the DELEGATE AGENCY for this period shall be in accordance with Article 3 of this Agreement.

The COUNTY'S representative/liaison during the performance of this Agreement shall be Dr. Carmen Nicholas, telephone number (561) 233-1611.

The DELEGATE AGENCY'S representative/liaison during the performance of this Agreement shall be Mrs. Willie Jo Young, Principal, Delray Full Service Center, telephone number (561) 243-1569.

ARTICLE 2 - SCHEDULE

The DELEGATE AGENCY shall commence services on October 1, 2007, and complete all services by September 30, 2008. During this period, child development and family support services shall be provided Monday thru Friday during the hours 7:30am - 5:30p.m.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMENTS TO DELEGATE AGENCY

The COUNTY shall pay to the DELEGATE AGENCY for providing the services hereunder up to the maximum amount of One Million, Ninety-One Thousand, Six Hundred Sixty-One Dollars (\$1,091,661). Payments shall be made by the COUNTY, on a monthly basis commencing October 1, 2007, based upon invoices submitted by the DELEGATE AGENCY by the tenth (10th) working day of each month following the month in which services were delivered in accordance with the schedule detailed in Exhibit "B". Failure to submit monthly reimbursement requests in a manner deemed correct and acceptable by the COUNTY, by the tenth (10th) working day of each month following the month in which services were delivered shall deem the DELEGATE AGENCY in non-compliance with this covenant and at the option of the COUNTY, the DELEGATE AGENCY will forfeit its claim to any reimbursement for that specific month's payment request or the COUNTY may invoke the termination provision in this Agreement. **In the event the DELEGATE AGENCY fails to submit acceptable reports and other required documents, monthly payments will be delayed. The COUNTY**

Finance Department will normally process invoices within thirty working days once it has been deemed correct and acceptable. Any travel, per diem, mileage, meals or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

The State or Federal funds being provided hereunder cannot be used as a match for other State or Federal grants to the DELEGATE AGENCY and the DELEGATE AGENCY cannot submit requests for the same expenses to more than one funding source or under more than one program.

Prior to the 10th day of the month following the last month of services under this Agreement, the DELEGATE AGENCY will provide the COUNTY with a final invoice, which must be marked final in sufficient detail and with supporting documentation satisfactory to the COUNTY'S Finance Department, based on the actual costs incurred by the DELEGATE AGENCY in providing the services in accordance with the budget set forth in Exhibit "B" hereof. Any other charges not properly included on this final invoice are waived by the DELEGATE AGENCY.

Budget changes within approved budget categories can be approved, in writing, by the DEPARTMENT director at his discretion. Such changes may not exceed ten percent (10%) of the total Agreement amount during the Agreement period. Requests for budget changes must be submitted in writing by the DELEGATE AGENCY to the DEPARTMENT director. Appropriate documentation of approval of any budget change request by the DELEGATE AGENCY'S Board of Directors must accompany such requests. Budget changes in excess of ten percent (10%) must be approved by the Palm Beach County Board of County Commissioners.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the DELEGATE AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged by the DELEGATE AGENCY for most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Agreement may be terminated, in whole or in part, by the DELEGATE AGENCY upon sixty (60) days' prior written notice to the COUNTY'S representative. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the DELEGATE AGENCY. Unless the DELEGATE AGENCY is in breach of this Agreement, the DELEGATE AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the DELEGATE AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The DELEGATE AGENCY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein-under shall be performed by the DELEGATE AGENCY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the DELEGATE AGENCY'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective. The DELEGATE AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the DELEGATE AGENCY'S personnel while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

Subcontracting all or any significant portion of the Head Start services is not authorized.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the DELEGATE AGENCY. The DELEGATE AGENCY shall not be exempt from paying sales tax, unless exempt pursuant to its own tax exemption number, to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the DELEGATE AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The DELEGATE AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Agreement for fiscal years is contingent

upon annual appropriations for its purpose by the Board of County Commissioners and receipt of Federal funds designated for this purpose.

ARTICLE 10 - INSURANCE

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28 the DELEGATE AGENCY reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

The School Board agrees to maintain Commercial General Liability and Business Auto Liability to the limits established by 768.28 Florida Statute, and maintains on file a Certificate of Insurance with the Palm Beach County Board of County Commissioners, a copy of which is affixed hereto.

The DELEGATE AGENCY agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.

The DELEGATE AGENCY agrees to provide a statement, or Certificate of Insurance, evidencing insurance of self-insurance for the above required coverages.

The DELEGATE AGENCY agrees its self-insurance or insurance shall be primary as respects to any coverage afforded to or maintained by the COUNTY.

The DELEGATE AGENCY agrees compliance with the foregoing insurance requirements is not intended to nor construed to relieve the DELEGATE AGENCY of its liability and obligations under this Agreement.

ARTICLE 11 - INDEMNIFICATION

Each of the parties to this agreement recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees, and with respect to The School Board and the County to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that the School Board and the County have under said statute.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the DELEGATE AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the DELEGATE AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the DELEGATE AGENCY.

ARTICLE 13 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The DELEGATE AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The DELEGATE AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The DELEGATE AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the DELEGATE AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the DELEGATE AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the DELEGATE AGENCY. The COUNTY agrees to notify the DELEGATE AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the DELEGATE AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the DELEGATE AGENCY, the COUNTY shall so state in the notification and the DELEGATE AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the DELEGATE AGENCY under the terms of this Agreement.

ARTICLE 15 - EXCUSABLE DELAYS

The DELEGATE AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the DELEGATE AGENCY and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the DELEGATE AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the DELEGATE AGENCY'S failure to perform was without its fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The DELEGATE AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. The DELEGATE AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The DELEGATE AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the DELEGATE AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The DELEGATE AGENCY is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the DELEGATE AGENCY'S sole direction, supervision, and control. The DELEGATE AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the DELEGATE AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The DELEGATE AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The DELEGATE AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DELEGATE AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the DELEGATE AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 20 - ACCESS AND AUDITS

The DELEGATE AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the DELEGATE AGENCY'S place of business.

The DELEGATE AGENCY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.660, Rules of the Auditor General, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7505, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this Agreement.

The annual financial audit report shall include all management letters and the DELEGATE AGENCY'S response to all findings, including corrective actions to be taken.

The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Division of Head Start/Early Head Start and Children Services
3323 Belvedere Road, Building 501B
West Palm Beach, Florida 33406

The DELEGATE AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit was completed with the applicable provisions noted above.

A bound original of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. or nine (9) months after the close of the DELEGATE AGENCY'S fiscal year.

ARTICLE 21 - NONDISCRIMINATION

The DELEGATE AGENCY warrants and represents that all of its employees and clients are treated equally (during employment or service provision) without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 22 - AUTHORITY TO PRACTICE

The DELEGATE AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the DELEGATE AGENCY certifies that it, its affiliates, suppliers and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - DRUG FREE WORKPLACE

The DELEGATE AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the DELEGATE AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

2. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified above. In the statement notify the employees that, as a condition of working on the Agreement services, the employee will abide by the terms of the statement and will notify the DELEGATE AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.

Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

ARTICLE 26 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the DELEGATE AGENCY of the COUNTY'S notification of a contemplated change, the DELEGATE AGENCY shall, in writing:

- (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change
- (2) notify the COUNTY of any estimated change in the completion date
- (3) advise the COUNTY if the contemplated change shall affect the DELEGATE AGENCY'S ability to meet the completion dates or schedules of this Agreement. If the COUNTY so instructs in writing, the DELEGATE AGENCY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the DELEGATE AGENCY shall not commence work on any such change until such written amendment is signed by the DELEGATE AGENCY and approved and executed on behalf of Palm Beach County.

ARTICLE 27 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Dr. Carmen A. Nicholas, Director
Division of Head Start/Early Head Start & Children Services
3323 Belvedere Road, Building 502
West Palm Beach, Florida 33406

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the DELEGATE AGENCY, notices shall be addressed to:

Mrs. Willie Jo Young, Principal
The School Board of Palm Beach County
Delray Full Service Center.
301 S.W. 14th Avenue
Delray Beach, Florida 33444

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the DELEGATE AGENCY agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those

stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26- Modifications of Work.

ARTICLE 29 – CRIMINAL HISTORY RECORDS CHECK

The DELEGATE AGENCY shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance (“Ordinance”), if DELEGATE AGENCY’S employees are required under this Agreement to enter a “critical facility” as identified in Resolution R-2003-1274. The DELEGATE AGENCY acknowledges and agrees that all employees who are to enter a “critical facility” will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the DELEGATE AGENCY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 30 – REGULATIONS: LICENSING REQUIREMENTS

The DELEGATE AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein to include those applicable to conflict of interest and collusion. DELEGATE AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 31 – ENFORCEMENT

In addition to the termination procedures, failure of the DELEGATE AGENCY to perform in accordance with this Agreement and the Head Start Performance Standards, Head Start Act, local, state and other policies associated with the operations of a Head Start/Early Head Start Program is subject to enforcement by the Head Start/Early Head Start Quality Council. Failure to perform may result in payment reduction of up to \$500.00 per violation. Violations will be incurred for patterns of non-compliance associated with meeting Performance Standards, late submission of documents and reports.

The Head Start Quality Council will convene, hear the matter, and if a violation is found to have occurred they can issue orders requiring corrective action and a reduction in payments.

Nothing below this line

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and DELEGATE AGENCY has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:

DELEGATE AGENCY:
THE SCHOOL BOARD OF PALM BEACH
COUNTY (DELRAY FULL SERVICE CENTER)

Janice S. Cover
Signature

By: Bill Graham
Bill Graham, Chairman

Janice S. Cover
Name (type or print)

Date: 8/15/07

By: Dr. Arthur C. Johnson
Dr. Arthur C. Johnson, Superintendent

Date: 8/15/07

REVIEWED AND APPROVED AS TO
FORM AND LEGAL SUFFICIENCY

REVIEWED AND APPROVED AS TO FORM
AND SUFFICIENCY

By: _____
County Attorney

By: Kelley Reed
Associate Counsel

Date: 7-24-07

APPROVED AS TO TERMS AND CONDITIONS
By: [Signature]
Department Head

06/26/07

EXHIBIT "A"
Scope of Work

1.1 DELEGATE AGENCY agrees:

- A. To provide the services outlined in Sections 1304.20, 1304.21, 1304.22, 1304.23, 1304.24 and 1304.40 of the Head Start Performance Standards in accordance with the DELEGATE AGENCY'S Head Start/Early Head Start Service Area Plans, the Head Start PROGRAM as defined by the U. S. Department of Health and Human Services (HHS), COUNTY rules, regulations, and as required by the Head Start or Early Head Start Agreement. To operate five (5) days a week (daily center hours of operation should be at least a minimum of ten contact hours per day to accommodate working parents and parents in school or training for 180 days) throughout the term of this Agreement for a maximum of 185 preschool children (ages 3 and 4);
- B. To adhere to all applicable Program Performance Standards for service provisions associated with the operation of Head Start Programs by COUNTY and Delegate Agencies promulgated by HHS Office of Human Development Services (OHDS), Administration for Children, Youth and Families (ACYF) including, but not limited to notices and instructions from the HHS Regional Office and OHDS Notices 45 CFR Part 1304; N-30-364-4; Head Start Performance Standards and the Head Start Reauthorization Act as amended October 1998, all of which are incorporated herein by reference; significant non-compliance may lead to deficiency status and termination of DELEGATE AGENCY Agreement and withdrawal of financial assistance [1304.3(a)(6) (i-iii)];

Particular attention is directed to the requirement of Section 644 (42 U.S.C. 9839) of the Head Start Act, as Amended October 27, 1998, that "all program activities... [shall be conducted]... effectively, efficiently and free of any taint of partisan political bias or personal, or family favoritism" (i.e. nepotism). Each DELEGATE AGENCY must maintain and implement a written policy, satisfactory to the County, to assure compliance with this requirement;

- C. Provide a daily education program for preschool children emphasizing the social, physical, and cognitive skills that are developmentally appropriate for preschool age children (1304.21);
- D. To provide breakfast, snack and lunch that meets USDA Child Care Food Program requirements and Head Start Performance Standards;
- E. Maintain a clean, safe, and well equipped environment (indoor/outdoor);
- F. To provide the number of teaching staff specified in OHDS Notice N-30-364-4; as are needed to teach and supervise the PROGRAM enrolled children [1304.52(g)(1)];
- G. To designate a qualified staff person to provide general supervision, staff administration and programming for the Head Start PROGRAM (1304.52);

- H. To adhere to the Health Services Area Performance Standards: including general physical examinations, vision and hearing screenings, dental examinations and appropriate follow-up care for all PROGRAM enrolled children, except those enrolled in other health care programs (1304.20);
- I. To provide support services to enrolled children and their families in an effort to solve any problems of the family and assist family in becoming self-sufficient [1304.52(d)(5) and (6)];
- J. To cooperate with the COUNTY PROGRAM in coordinating volunteer activities and parent involvement activities in the PROGRAM [1304.52 (d)(6)]
- K. To develop and maintain a Quality Assurance & Service Reliability System (QA & SRS) that provides daily, weekly, bi-weekly, monthly, quarterly and bi-annual on-going monitoring of your center(s);
- L. To provide staff or consultants to perform **Content Area Expert Services** in compliance with Performance Standards 1304.52, specifically for Education 1304.52(d)((1), , Health 1304.52(d)(2), Nutrition 1304.52(d)(3), Mental Health 1304.52(d)(4), Family and Community Partnerships 1304.52(d)(5), Parent Involvement 1304.52(d)(6), Disabilities 1304.52(d)(7) and qualified Fiscal Officer 1304.52(d)(8); **The Content Area Experts** will provide monthly monitoring of the DELEGATE AGENCY'S operations. The COUNTY'S forms will be used to monitor and document outcomes/results. This information is to be submitted along with the Monthly Status Report due by the 5th of each month. The agency must establish its own procedures for ongoing Fiscal monitoring and may refer to the County's Procedures, See page 17 1.3 A;
- M. To abide by the COUNTY'S Head Start/Early Head Start Policy Council and Health Advisory Committee mandates, rules & regulations, guidelines and recommendations;
- N. To provide in-service staff development training programs developed for and designed to include all DELEGATE AGENCY staff [1304.52(k)(1-3)];
- O. To submit any such reports as may be required by HHS directives, the COUNTY, or PROGRAM such as, but not limited to (i.e., Monthly Status Reports, PIR, Community Assessment, Self Assessment, Federal Refunding Agreement Application Report, Budget Line Item Justification, Forms SF 424A), within specified time frames, as monthly reimbursements may be delayed if reports and other required documents are not submitted in a timely manner. The Self-Assessment is to be submitted no later than fifteen (15) days after being conducted, including corrective action improvement plans; Federal Refunding Agreement Application information must be received within 7-14 days of notification pending the time given to the COUNTY by the Regional Office;
- P. To prepare, retain and permit COUNTY and HHS to inspect all records as required by HHS directives, in the manner authorized by conditions in the HHS grant or as the COUNTY PROGRAM deems necessary for grant purposes;

- Q. Confidentiality - The DELEGATE AGENCY shall not use or disclose any information concerning a recipient of services under this Agreement or any purpose not in conformity with the Head Start and State Regulations (HRMS 50-1), except on written consent of the recipient or his responsible parent or guardian or when authorized by law;

Both parties must comply with obligations relating to compliance with student records confidentiality laws. By signing this Agreement, both parties acknowledge and agree to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records;

- R. To permit the COUNTY and HHS staff to monitor **at all times** and evaluate DELEGATE AGENCY'S activities, including, but not limited to, site visits and observations by the COUNTY'S and HHS's staff (also, other funding agencies as approved by the COUNTY);
- S. To comply with all applicable laws, ordinances, and codes of federal, state and local governments;
- T. To provide Monthly Status Reports on the enrollment in the PROGRAM and on the development, progress and accomplishments of the children in the Head Start PROGRAM, and to forward copies of such reports to COUNTY identified persons; Monthly Status Reports are to be submitted by the 5th day of the month. If the 5th falls on a weekend or a holiday then the report is due the day before;
- U. In the event of termination of this Agreement, to transfer the DELEGATE AGENCY'S activities records to another entity designated by the COUNTY, and the PROGRAM within (10) days of the Agreement termination;
- V. At least ten (10) percent of the children recruited and enrolled in the Head Start PROGRAM operated by the DELEGATE AGENCY shall be disabled. No child with a disability or special need may be denied services regardless of the severity (45CFR 1304 and 1308);
- W. To ensure that the staff person who provides general supervision, staff administration and programming for the Head Start PROGRAM attends the scheduled monthly Delegate Agency/Contracted Services Provider meetings, Education and other partner meetings as required;
- X. To send at least one DELEGATE AGENCY staff person to the Annual National Head Start Conference;
- Y. To ensure the attendance of the DELEGATE AGENCY'S content area designated staff at all COUNTY PROGRAM specified in-service training, including, but not limited to, pre-service, policy council/committee training, and performance standards training;
- Z. To prepare and submit an application for financial assistance as per ACF Agreement

Application Instructions, when requested by the COUNTY;

- AA. To develop Service Area Plans in accordance with the Head Start Performance Standards, Federal and Local Regulations and Local Program Goals and Objectives;
- BB. To recruit and hire only qualified teaching staff with proper credentials at a minimum: at least one (1) teacher per classroom with a minimum of an AA degree in Early Childhood or a National CDA credential specializing in Pre-School or any approved equivalent credential with a minimum of 30 hours of college credit in Early Childhood [1304.52(d)(1)];
- CC. The DELEGATE AGENCY must ensure that their PROGRAM will be fully in compliance with the new requirements for staff qualifications as outlined in Section 648A of the Head Start Reauthorization Act (as amended October 1998).
1. The DELEGATE AGENCY must develop and submit to the COUNTY PROGRAM a plan with specific timelines for compliance with these requirements; a minimum of 50% for teaching staff to obtain their Associate Degree in Early Childhood;
 2. Prior to refunding Agreements or further funding, documented progress must be on file with the COUNTY;
 3. The plan should also include how at least the 50% will be maintained and the completion timelines for teachers still working on obtaining their Associate Degrees in Early Childhood;
- DD. The DELEGATE AGENCY shall report by telephone all unusual incidents that involve any Head Start children in the center immediately and incidents that involve other children within 24 hours. This includes incidents occurring in contracted facilities or on approved trips away from the facility. Incidents must be reported to the Director of Head Start/Early Head Start and Children's Services within one hour of learning of the incident. A written report shall follow the verbal report to the Head Start Director;
- EE. To comply with Florida's State Law regarding reporting of suspected child abuse and neglect.

According to the law, the person who suspects abuse is mandated to report immediately upon knowledge of the incident to the Department of Children and Families/Child Protective Services. DELEGATE AGENCY persons required to report include: social services, classroom staff, volunteers, dentists, medical examiners, mental health professionals, psychologists and others. All persons making a report will be protected by the Florida State Law.

A copy of the written report submitted to the Department of Children and Families must be forwarded immediately to the Director of Head Start/Early Head Start and Children Services. The DELEGATE AGENCY must ensure that agency staff participate and

complete training on child abuse and neglect that includes information on current laws and reporting procedures. Documentation of staff attendance and completion of such training must be forwarded to the Director of Head Start/Early Head Start and Children's Services.

The DELEGATE AGENCY agrees to follow the above procedures in all instances of suspected child abuse and neglect, including suspected abuse committed by a staff person.

- FF. To use the Childplus Data Engine, which is a comprehensive management software package designed for use by Head Start/Early Head Start, and other community agencies. It is designed to meet the reporting and tracking needs of the Head Start PROGRAM. The objective is to establish a dynamic and cohesive management system that support continuous improvement and foster commitment to providing the highest level of services to children and families in accordance with legislation, regulations, and policies [1304.51(f)(g)];
- GG. To utilize the Galileo on-line software program to record, document observations and to track the developmental progress of all children enrolled in Head Start/Early Head Start. This is in accordance with Federal legislation, ACYF-IM HS-00-18, and the Head Start Performance Standards; 45 CFR parts 1301, 1302, 1303, 1304 and Guidance, 1305, 1306 and 1308.
- HH. To conduct a fall and spring National Reporting System (NRS) Assessment for children eligible to attend kindergarten the following school year. The NRS is a federally mandated assessment which serves as an additional component to local child assessment and program self-assessment.
- II. That the COUNTY shall be promptly reimbursed for any funds which are misused, misspent or are for any reason deemed to have been spent on ineligible expenses.

1.2 PALM BEACH COUNTY HEAD START/EARLY HEAD START & CHILDREN'S SERVICES ADMINISTRATIVE PROCEDURES: PROGRAM YEAR 2007-2008

The DELEGATE AGENCY is required to comply with the following items:

- A. Submit staff and consultant(s) rosters with titles, degree/certifications, locations, dates of hire, and Policy Committee approval dates by October 1, 2007. Revised copies must be submitted with the Monthly Reimbursement package, and Monthly Status Report, when changes occur. The roster must include all staff paid any portion of their salary by Head Start.
- B. Submit evidence of adequate mechanisms for staff supervision and supportive organizational charts.
- C. Submit proof, when requested, that the required child care staff/child ratio is adhered to at all times.

- D. Provide copies of contracts/agreements/appropriate licenses with the Mental Health Professional, Registered Dietician, Local Education Agency (LEA) and Health Services Provider(s) and others as appropriate [See Scope of Work page 13 (L)].
- E. Submit a roster of Board of Directors with titles, addresses and telephone numbers by October 1, 2007. Provide an updated version with the Monthly Reimbursement package, and Monthly Status Report when changes occur. NOTE: Head Start/Early Head Start employees cannot serve on the DELEGATE AGENCY'S Board of Directors, Policy Committee or Health Advisory Committee.
- F. Submit copies of By-Laws for the Board of Directors/School Board and Policy Committee (including officers) by October 1, 2007.
- G. Submit a roster of the Policy Committee, Parent Committee and Health Advisory Committee with titles, addresses, and telephone numbers by November 1, 2007. Provide an updated version with the Monthly Reimbursement package and Monthly Status Report, when changes occur.
- H. Notify the COUNTY PROGRAM of vacated positions, along with the name of the staff who vacated the position, and reason and date the vacancy occurred.
- I. Submit resumes and educational credentials for all staff hired in positions and any portion of their salary is paid by the Head Start Program. New employees may not be hired until approval is received from the Policy Committee. If an emergency situation occurs, staff may be hired for a maximum of 30 days prior to the approval of the Policy Committee, but the names of hired staff must be submitted to the COUNTY immediately.
- J. Families must meet the income criteria, using the current HHS Income Guidelines and Head Start definition of income, unless the child has a diagnosed disability.
- K. To submit an Agency Accounting System Certification signed by a Certified Public Accountant that the Accounting System meets the requirements of 45 CFR Part 1301.13 and that it has appropriate internal controls for safeguarding assets, checking the accuracy and reliability of accounting data and promoting operating efficiency.

1.3 The COUNTY agrees:

- A. That the COUNTY will monitor, evaluate and provide guidance to the DELEGATE AGENCY PROGRAM as it performs its obligations under this Agreement:

A preliminary monitoring will be done within three (3) months of program start-up. Thereafter, a quarterly monitoring will be conducted, utilizing the Head Start PRISM, or current monitoring tool. If severe deficiencies are identified, a Corrective Action Plan must be submitted within 10 days after receipt of COUNTY'S Monitoring Report of findings and a repeat monitoring will be done within one (1) month.

Guidance will include training and technical assistance. The DELEGATE AGENCY

will be notified of and invited to participate in all relevant training conducted by COUNTY. This includes annual pre-service training, monitoring training, Governance training, Performance Standards training, and all in-service training. The DELEGATE AGENCY will also be notified of all local, state, and national conferences of relevance to the Head Start program.

Monitoring of Delegates Agencies/Child Care Providers/Contract Providers will be conducted by the COUNTY'S Quality Assurances (QA) Teams based on requirements of a Delegate's/Provider's corrective action plan;

The Delegate Agency's/Child Care Provider's/Contract Provider's programs and activities will be monitored quarterly. A report of the findings will be generated and made available in a timely manner.

Fiscal monitoring will be performed according to the COUNTY'S Fiscal Procedures for Ongoing Monitoring.

- B. To reimburse the DELEGATE AGENCY subject to federal funds and pursuant to the HHS grant, on a monthly basis in accordance with the DELEGATE AGENCY'S approved Head Start Program budget, and in accordance with Article #3 - PAYMENTS TO DELEGATE AGENCY, the total reimbursement amount not to exceed the amount set forth in Article 3 of the Agreement.
- C. The COUNTY will audit the itemized statements submitted by the DELEGATE AGENCY, verify the expenditures and documentation, and submit to the COUNTY'S Finance Department a request for payment to the DELEGATE AGENCY, in accordance with Article #3 - PAYMENTS TO DELEGATE AGENCY.

Nothing below this line

EXHIBIT "B"

**SCHEDULE FOR PAYMENT AND BUDGET DATA FOR REIMBURSABLE EXPENSES ONLY
FOR DELEGATE AGENCY AGREEMENT WITH: THE SCHOOL BOARD OF PALM BEACH
COUNTY (DELRAY FULL SERVICE CENTER)**

ANNUAL RATE PER CHILD: \$5,900.87

MINIMUM DAYS: 180

The budget has been established based on the anticipated enrollment of 185 children.

<u>MONTH OF</u>	<u>BILLING RATE 1/12th OF ALLOCATION</u>
October, 2007	\$90,971.75
November, 2007	\$90,971.75
December, 2007	\$90,971.75
January, 2008	\$90,971.75
February, 2008	\$90,971.75
March, 2008	\$90,971.75
April, 2008	\$90,971.75
May, 2008	\$90,971.75
June, 2008	\$90,971.75
July, 2008	\$90,971.75
August, 2008	\$90,971.75
September, 2008	\$90,971.75
TOTAL AMOUNT	\$1,091,661.00

MAXIMUM AMOUNT REIMBURSABLE EXPENSES
AUTHORIZED UNDER THIS AGREEMENT \$1,091,661.00

BUDGET DATA

Payment will only be made for budgeted categories up to the maximum amount set forth below:

<u>COST CATEGORY</u>	<u>AUTHORIZED AMOUNT</u>
1. Personnel	\$743,380.00
2. Fringe Benefits	\$314,977.00
3. Travel	\$1,500.00
4. Supplies	\$5,935.00
Office Supplies -	\$500.00
Child & Family Services -	\$500.00
Classroom Materials -	\$935.00
Tri Language Books -	\$3,000.00
Food Services -	\$1,000.00
5. Contractual	\$25,869.00
	\$1,091,661.00
TOTAL AMOUNT	\$1,091,661.00

MAXIMUM AMOUNT REIMBURSABLE EXPENSES
AUTHORIZED UNDER THIS AGREEMENT \$1,091,661.00

EXHIBIT "B"
SCHEDULE FOR PAYMENT (Continued)

All reimbursable expenses shall be reimbursed only at cost.

Reimbursable expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by the DELEGATE AGENCY directly in connection with the DELEGATE AGENCY'S performance of its duties and Scope of Work pursuant to this Agreement.

1. In accordance with the Head Start Performance Standards Enrollment Guidelines (1305.7):

The DELEGATE AGENCY must maintain its funded enrollment level. When the DELEGATE AGENCY determines that a vacancy exists, no more than 30 calendar days may elapse before the vacancy is filled. The DELEGATE AGENCY may elect not to fill a vacancy when 60 calendar days or less remain in the program's enrollment year.

The DELEGATE AGENCY must submit a monthly Enrollment/Attendance Report along with the Monthly Status Report.

2. In accordance with the Head Start Performance Standards Attendance Guidelines (1305.8):

When the monthly average daily attendance rate in a center-based program falls below 85 percent the DELEGATE AGENCY must analyze the causes of absenteeism. The analysis must include a study of the pattern of absences for each child, including the reasons for absences as well as the number of absences that occur on Consecutive days.

If the absences are a result of illness or if they are well documented absences for other reasons, no special action is required. If however, the absences result from other factors, including temporary family problems that affect a child's regular attendance, the DELEGATE AGENCY must initiate appropriate family support procedures for all children with four or more consecutive unexcused absences. These procedures must include home visits or other direct contact with the child's parents. Contacts with the family must emphasize the benefits of regular attendance, while at the same time remaining sensitive to any special family circumstances influencing attendance patterns. All contracts with the child's family as well as special family support service activities provided by DELEGATE AGENCY staff must be documented.

In circumstances where chronic absenteeism persists and it does not seem feasible to include the child in either the same or different program option, the child's slot must be considered an enrollment vacancy.

In the event the monthly average daily attendance rate does not meet 85%, the DELEGATE AGENCY must submit an analysis report to the COUNTY that identifies the causes for the absences.

Head Start/Early Head Start enrollment wait list should be maintained at all times. The DELEGATE AGENCY will submit a Wait List and Master Enrollment List 10 days prior to the first day of the program year. A Wait List and Master Enrollment List must be updated and submitted with the Monthly Status Report.