

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 2, 2007 Consent Regular
 Ordinance Public Hearing

Department

Submitted By: Community Services

Submitted For: Head Start/Early Head Start & Children's Services

I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to approve: Contract for Consulting/Professional Services with Caregivers, Inc., d/b/a Friends Assisting Seniors and Friends, for the period of October 1, 2007, though September 30, 2008, in an amount of \$30,000, for health services to Early Head Start children.

Summary: Caregivers, Inc. will provide ongoing well baby and well child health services in accordance with the Head Start Act. This Contract will enable Caregivers, Inc. to provide specialized licensed practical nurse services in the Early Head Start program for children (ages 0-36 months) and pregnant women who are in need of services to ensure healthy outcomes. Funding consists of \$24,000 (80%) in Federal funds and \$6,000 (20%) in County funds. (Head Start) Countywide (TKF).

Background and Justification: This service is needed to fulfill the Early Head Start Performance Standards which require that a health care professional determine the need for preventative and primary health care and education services as well as coordinate the provisions of these services for children and pregnant mothers enrolled in the various Early Head Start program options.

Attachments: Contract for Consulting/Professional Services w/ Caregivers Inc., d/b/a Friends Assisting Seniors and Friends

Recommended by:  9-14-2007
Department Director Date

Approved by:  9-24-07
Assistant County Administrator Date

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>30,000</u>	_____	_____	_____	_____
External Revenue	<u>(24,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>6,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 1002 Dept. 147 Unit 1457 Object 3401
 Program Code EH16

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

Funding through Head Start grant - 80% from Health and Human Services (HHS), and 20% from Palm Beach County.

C. Departmental Fiscal Review. *results*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Mark Dink 9-19-07
 88 OFMB 9/19/07
m 9/19
cn 9/19/07
Michael J. Sawet 9/20/07
 Contract Dev. and Control 9/21/07

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

J. P. [Signature] 9/24/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 200__, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Caregiver Services Inc., d/b/a Friends Assisting Seniors & Families, a corporation authorized to do business in the State of Florida, whose Federal I.D. Number is 62-1746253 herein referred to as the CONSULTANT

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Licensed Practical Nurse (LPN) Services, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

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

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Steven Hochhauser, Chief Operating Officer, telephone number (561) 967-5859.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 1, 2007 and complete all services by September 30, 2008. The County shall have in its sole discretion, subject to negotiate mutually acceptable rates to extend the contract for up to one (1) year, with one (1) year option for renewal.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Thirty Thousand Dollars (\$30,000) The CONSULTANT shall notify the COUNTY's representative in writing when on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in

conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT 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 Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S 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 noncurrent 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 Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT 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 CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts 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 CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT 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 CONSULTANT'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 CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

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 CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations

assumed by CONSULTANT under the contract.

- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 each occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 per occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.
- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required

policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "each occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT 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 Contract.

Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract 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 CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract 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 CONSULTANT 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 CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT 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 CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT 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 CONSULTANT or its subcontractors 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 CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract 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 CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT 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 Contract.

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 CONSULTANT 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 Contract 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 Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, 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 Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control.

The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'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 CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract 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 CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT 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 Contract. 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 CONSULTANT'S place of business.

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT 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 Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract 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 contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors 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 - 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 CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT 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, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT 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 a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract 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 Nicholas, Head Start/Early Head Start Director
3323 Belvedere Road, Bldg. 502
West Palm Beach, FL 33406

With copy to:

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

If sent to the CONSULTANT, notices shall be addressed to:

Steven Hochhauser, Chief Operating Officer
Caregiver Services, Inc. d/b/a Friends Assisting Seniors & Friends
2324 South Congress Avenue, Suite 1-A
West Palm Beach, Florida 33406

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors 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 CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT 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.

Nothing below this line

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

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:

CONSULTANT:

Paula Lotz
Signature

Caregivers Services, Inc. d/b/a
Friends Assisting Seniors & Friends
Company Name

Paula Lotz
Name (type or print)

Mary Donovan
Signature

Mary Donovan
Typed Name

Vice President of Business Development
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By [Signature]
Department Director

EXHIBIT "A"
SCOPE OF WORK FOR PROFESSIONAL SERVICES
LICENSED PRACTICAL NURSE

I. RESPONSIBILITIES AND DESCRIPTION OF SERVICES TO BE PROVIDED BY LICENSED PRACTICAL NURSE

A. The LICENSED PRACTICAL NURSE will provide health services in accordance with HEAD START guidelines as follows:

1. The CONSULTANT will maintain accurate nursing records and reports.
2. The CONSULTANT will act promptly and give directions in emergencies.
3. The CONSULTANT will be able to recognize the emotional, psychological and physical needs of infants, toddlers and pregnant women.
4. The CONSULTANT will assist, educate and train caregivers in the implementation of individualized health plans for children with health concerns.
5. The CONSULTANT will assist parents in maintaining up-to-date well baby exams according to EPSDT schedules and immunizations and initiates appropriate referrals to health care professionals.
6. The CONSULTANT will review well-baby exams to evaluate hemoglobin/hematacrit and lead levels and initiates referrals as needed.
7. The CONSULTANT will administer and chart temperatures, pulse, respiration and blood pressure, they will also conduct height, weight and head circumference measurements and plot the information on standardized growth charts.
8. The CONSULTANT will observe, report and record both normal and abnormal signs and symptoms of infants, toddlers and pregnant women enrolled in the various Early Head Start program options.
9. The CONSULTANT will supervise and review nutritional food value, dietary restrictions and hygienic food handling of all meals and snacks at the centers, family child care homes and provides appropriate education for parents and pregnant women in their homes.
10. The CONSULTANT will monitor environments for safety and hygienic procedures in classrooms and residences and reports to immediate supervisor.

11. The CONSULTANT will provide education, training and technical assistance to staff and parents in the implementation of health, safety, illness, accident prevention as well as prescribed health related procedures, use of equipment and medication administration.
12. The CONSULTANT will develop, write and train staff on the implementation of Individualized Health Plans for children diagnosed with a health concern that requires specific attention while in the care of program staff.
13. The CONSULTANT will initiate referrals for children requiring further assessment for health related concerns.
14. The CONSULTANT will monitor health records for all children and pregnant women enrolled in Early Head Start program options.
15. The CONSULTANT will link families with an on-going system of health care, assist parents in the selection of health providers, provide counseling about child or family health programs and promote parent involvement in all aspects of health program.
16. The CONSULTANT will distribute health and nutrition education materials to children, families and pregnant women provided by other agencies and Head Start staff.
17. The CONSULTANT will consult with the Health Services Advisory Committee and local health professionals and service providers to ensure that services for families are available and accessible.

Nothing below this line

EXHIBIT "B"
PAYMENT/FEE SCHEDULE AND BILLING PROCEDURES
FOR PROFESSIONAL SERVICES

A. The HEALTH CARE PROFESSIONAL will bill EARLY HEAD START for services provided to children, families and pregnant women as follows:

- | | | |
|----|--|--------------|
| 1. | Regular on-site visits for seven (7) centers | 24.95/hour |
| 2. | Regular on-site visits for four (4) Family Child Care Homes | \$24.95/hour |
| 3. | Regular home visits for a minimum of 10 pregnant women and 20 slots from the Home Based program option | \$24.95/hour |
| 4. | Parent Orientation Meetings | \$24.95/hour |
| 5. | Medical Administration Training | \$24.95/hour |
| 6. | Health Education training for parents and staff | \$24.95/hour |
| 7. | Mileage reimbursement to all locations from Early Head Start Administrative offices at .485 cents | |

Authorizations for all services shall be obtained in writing from the Director of Community Services or the Director of Head Start /Early Head Start & Children's Services or their designee.

Between October 1, 2007 and September 30, 2008, the total amount of services provided shall not exceed \$30,000.

Caregiver Services Inc., d/b/a Friends Assisting Seniors & Families

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2006

PRODUCER 312-558-4873 FAX: 312-558-4879
Equity Risk Partners, Inc.
License No. 943381986
150 S Wacker Drive, 17th Floor
Chicago IL 60606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED CSI-Private Duty Services, Inc
dba Friends Asst. Seniors & Families
2324 S. Congress Ave.
Suite 1A
West Palm Beach FL 33406

INSURERS AFFORDING COVERAGE		N/C #
INSURER A:	United National Insurance	11445
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	AHS-0000464	11/14/2006	11/14/2007	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ex repair/rental) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Per one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COMP/OP AGE \$ 1,000,000
					GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY	AHS-0000464	11/14/2006	11/14/2007	COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACCIDENT \$
	EXCESS/UMBRELLA LIABILITY				AUTO ONLY AGG \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
	<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OJ <input type="checkbox"/> E.C.
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYE E \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liab - Claims Made	AHS-0000464	11/14/2006	11/14/2007	Each Occurrence \$1,000,000 General Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Evidence of Insurance

Certificate Holder is added as additional insured in respect to General Liability

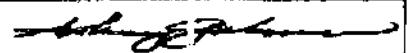
CERTIFICATE HOLDER

Board of County Commissioners
Palm Beach County
301 N. Olive Avenue, 12th Flr.
West Palm Beach, FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Tony Marcon/ORQZCO



ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 06/11/2007		
PRODUCER AON RISK SERVICES, INC. OF FLORIDA 1001 BRICKELL BAY DRIVE, SUITE #1100 MIAMI, FL 33131-4937 PHONE: 800-743-8130 FAX: 800-522-7514		Serial # A29812		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED ADP TOTALSOURCE MI XXX, INC. 10200 SUNSET DRIVE, MIAMI, FL 33173 ALTERNATE EMPLOYER CSI - PRIVATE DUTY SERVICES DBA FRIENDS CAREGIVER SERVICES, INC.		COMPANIES AFFORDING COVERAGE				
		COMPANY A		AMERICAN HOME ASSURANCE COMPANY		
		COMPANY B				
		COMPANY C				
		COMPANY D				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT				GENERAL AGGREGATE	\$
					PRODUCTS - COMPROP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/ PARTNER/SUBSIDIARY OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 1106956 FL	07/01/2007	07/01/2008	<input checked="" type="checkbox"/> INC STATUS <input type="checkbox"/> TORT LIMITS <input type="checkbox"/> BOTH	
					EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE - POLICY LIMIT	\$ 1,000,000
					EL DISEASE - EA EMPLOYEE	\$ 1,000,000
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS ALL EMPLOYEES WORKING FOR THE ABOVE NAMED CLIENT COMPANY, PAID UNDER ADP/TOTALSOURCE, INC.'S PAYROLL, WILL BE COVERED UNDER THE ABOVE STATED POLICY. THE ABOVE NAMED CLIENT IS AN ALTERNATE EMPLOYER UNDER THIS POLICY.						
Certificate Holder is added as additional insured						
CERTIFICATE HOLDER Board of County Commissioners Palm Beach County 301 N. Olive Avenue, 12th Flr. West Palm Beach, FL 33401				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE AON RISK SERVICES INC. OF FLORIDA		

Performance Standard**1304.20(a)(1)(ii)**

(ii) Obtain from a health care professional a determination as to whether the child is up-to-date on a schedule of age appropriate preventive and primary health care which includes medical, dental and mental health. Such a schedule must incorporate the requirements for a schedule of well child care utilized by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program of the Medicaid agency of the State in which they operate, and the latest immunization recommendations issued by the Centers for Disease Control and Prevention, as well as any additional recommendations from the local Health Services Advisory Committee that are based on prevalent community health problems:

determining a child's health status is 90 days after entry into the program, agencies strive to make this determination for each child as early as possible. Due to the rapid development of infants and toddlers, it is particularly important to begin services as early as possible.

Related Information: Refer to the schedule of well child care employed by the EPSDT program of the State Medicaid agency.

Schedules and recommendations for well child care will evolve over time, and it is the responsibility of each grantee to obtain current information. Sources for this information include the State Health Department and, for American Indian grantees, the Indian Health Service. Screenings to identify children who may have disabilities requiring further assessment are carried out within 45 days after a child enters the program. See 45 CFR 1304.20(b) and 1308.6(b) for additional screening information; and see 45 CFR 1304.20(a)(2) for time frames for programs operating 90 days or less.

Guidance: Each child's health provider has primary responsibility for making decisions about the child's health status and appropriate health services. One role of Head Start staff in determining that children's well child care is up-to-date is to work with parents to ensure that health care professionals have conducted the required review of the child's health, and have provided diagnostic testing and treatment, as needed.

The Health Services Advisory Committee (HSAC) strengthens recommended child health care guidelines by drawing upon its knowledge of the community. For example, the HSAC provides guidelines regarding:

- standards for prenatal care,
- the frequency of tuberculin and lead testing,
- the frequency of dental visits,
- preventive recommendations regarding the use of community water fluoridation, the topical use of fluoride, and various other dental services,
- testing and preventive measures for community health problems such as sickle cell anemia, intestinal parasites, Fetal Alcohol Syndrome/Effect, baby bottle tooth decay (infant dental caries), head lice, and Hepatitis A,
- recommendations for additional immunizations (e.g., children at high risk could be immunized against Hepatitis A), and
- whether the schedule of EPSDT services, as implemented in the community, adequately addresses all aspects of health.

Performance Standard

1304.20(d)

(d) Ongoing care.

In addition to assuring children's participation in a schedule of well child care, as described in section 1304.20(a) of this part, grantee and delegate agencies must implement ongoing procedures by which Early Head Start and Head Start staff can identify any new or recurring medical, dental, or developmental concerns so that they may quickly make appropriate referrals. These procedures must include: periodic observations and recordings, as appropriate, of individual children's developmental progress, changes in physical appearance (e.g., signs of injury or illness) and emotional and behavioral patterns. In addition, these procedures must include observations from parents and staff.

Resources need not be utilized solely because they are free. If existing service programs do not meet the needs of Head Start families, Head Start funds may be used as a supplement, but only after community resources and third-party payments have been used.

Rationale: Because of the rapid development of young children, annual observations are not sufficient to record changes that have an impact upon a child's health and development. It is important, therefore, to implement ongoing evaluation procedures that identify health or developmental concerns in a timely fashion.

Related Information: For additional information on child observations, see 45 CFR 1304.21(c)(2) and 45 CFR 1304.20(b)(3).

Guidance: Strategies for gathering observations and recordings on individual children include:

- When parents or staff observe changes, those observations are shared with a health professional. All sources of information are used in evaluating each child;
- For infants and toddlers, ongoing observations include patterns of eating, sleeping, elimination, and general activity, and this information is shared with parents daily;
- Children are observed throughout the day, as they participate in indoor and outdoor activities, routines, transitions, arrivals, and departures; and
- Parents are regularly provided with information on developmental milestones, and are asked for their observations concerning their child's development.

Even when a child does not exhibit health or developmental problems, staff continue to assess his or her physical, social, emotional, and cognitive development to ensure the quick identification of health or developmental problems, as well as to be aware of the child's developmental progress.

Performance Standard

1304.20(f)(2)(i)

(2) To support individualization for children with disabilities in their programs, grantee and delegate agencies must assure that:

(i) Services for infants and toddlers with disabilities and their families support the attainment of the expected outcomes contained in the Individualized Family Service Plan (IFSP) for children identified under the infants and toddlers with disabilities program (Part C) of the Individuals with Disabilities Education Act, as implemented by their State or Tribal government;

Related Information: Part C (formerly Part H) of the Individuals with Disabilities Education Act (IDEA) requires that States develop and implement a program of early intervention services for all infants and toddlers with disabilities and their families. Such a program must include written IFSPs specifying the major outcomes expected for each child and family, and the early intervention services necessary to help reach such outcomes. Each IFSP is a written plan developed by a multidisciplinary team, including parents or guardians, and contains:

- a statement of the infant's or toddler's present levels of physical, cognitive, language, speech, and psycho-social development and self-help skills,
- a statement of the family's strengths and needs with regard to supporting the development of their infant or toddler,
- a statement of the major outcomes to be achieved, along with the criteria, procedures, and timelines used to determine whether progress has been made, and whether a revision of the outcomes or services is necessary,
- a statement of the specific early intervention services needed to meet each child's and family's needs, including frequency, intensity, and method of delivery,
- the projected dates for beginning services, and the anticipated duration of those services,
- the name of the case manager responsible for implementing the plan and coordinating with other persons and agencies, and
- the steps to be taken to support the child's transition to preschool services, such as those specified under the IFSP and the IEP.

The IFSP reflects the kinds of intervention strategies and services the family believes will ensure that major outcomes for the child and family are achieved. Head Start services for infants and toddlers with disabilities are carefully tailored to each IFSP. Families are given continuing opportunities to express their preferences and concerns, in order to help identify the resources they bring, as well as the resources and service options they need to address their concerns.

Guidance: Development of the IFSP is a major step in a family-centered process of early intervention that emphasizes respect for family autonomy, independence, and decision-making and the development of partnerships between families and professionals to meet the individual needs of each child with disabilities. Ongoing communication with the local Part C agency will ensure that a coordinated approach supportive of families, but not duplicative or burdensome, is developed.

Performance Standard

1304.40(c)(1)(i), (ii) & (iii)

(c) Services to pregnant women who are enrolled in programs serving pregnant women, infants, and toddlers.

(1) Early Head Start grantee and delegate agencies must assist pregnant women to access comprehensive prenatal and postpartum care, through referrals, immediately after enrollment in the program. This care must include:

(i) Early and continuing risk assessments, which include an assessment of nutritional status as well as nutrition counseling and food assistance, if necessary;

(ii) Health promotion and treatment, including medical and dental examinations on a schedule deemed appropriate by the attending health care providers as early in the pregnancy as possible; and

(iii) Mental health interventions and follow-up, including substance abuse prevention and treatment services, as needed.

Related Information: See 45 CFR 1304.40(f) concerning health, nutrition, and mental health education; and see 45 CFR 1304.24(a)(1)(vi) for additional guidance on supporting parents' participation in any mental health interventions.

Guidance: As staff serve as advocates and liaisons between pregnant women and service providers, their role includes:

- Educating pregnant and breast feeding women through brochures, bulletin boards, discussions, and other means about proper health and nutrition and about the effects of substance abuse on fetal development;
- Explaining how inadequate nutrition leads to the delivery of low birthweight babies, and assisting families to access and to enroll in assistance agencies, such as the Supplemental Nutrition Program for Women, Infants, and Children (WIC);
- Encouraging expectant parents to keep all prenatal appointments and to attend all childbirth classes. Staff encourage the participation of fathers, while remaining sensitive to the cultural backgrounds of families;
- Working with the Health Services Advisory Committee to develop linkages in the community that assist pregnant women;
- Discussing with parents the need to be prepared to provide information to health care providers about genetic, environmental and other health risks;
- Helping expectant parents to identify family and cultural support networks that may provide support and assistance;
- Establishing a support group for new and expectant parents;
- Developing and making available a list of substance abuse treatment programs, including those that work with pregnant women; and
- Identifying resources to meet day-to-day needs, such as baby clothing and diapers.

**Performance Standard
1304.40(c)(2)**

(2) Grantee and delegate agencies must provide pregnant women and other family members, as appropriate, with prenatal education on fetal development (including risks from smoking and alcohol), labor and delivery, and postpartum recovery (including maternal depression).

**Performance Standard
1304.40(c)(3)**

(3) Grantee and delegate agencies must provide information on the benefits of breast feeding to all pregnant and nursing mothers. For those who choose to breast feed in center-based programs, arrangements must be provided as necessary.

Guidance: Both mothers and fathers, as well as any other family members responsible for infant care, are encouraged to learn about fetal development and proper postpartum care. Such education and information includes:

- basic knowledge about fetal development,
- risks to the fetus that may occur during pregnancy, such as effects from alcohol, smoking, and other toxic substances,
- what to expect during labor and delivery, and encouragement for families to attend childbirth classes. Agencies may make arrangements for staff or volunteers interested in training as labor support persons to be with parents during labor and delivery,
- what to expect during postpartum recovery, including the possibility of maternal depression, and
- a schedule of community-based parenting classes and support groups, or parenting classes at the program.

All Head Start agencies are expected to include maternal and child health topics in the health education programs required by 45 CFR 1304.40(f), and are expected to encourage pregnant women to secure access to comprehensive prenatal and postpartum care.

Related Information: See 45 CFR 1304.23(b)(1)(iv) on nutrition needs of infants and toddlers, and 45 CFR 1304.23(e)(2) on facilities for the storage of breast milk.

Guidance: It is important to respect each mother's decision concerning whether or not to breast feed, and to be sensitive to cultural differences that may affect that decision. Agencies serving pregnant women, infants, and toddlers support those mothers who choose to breast feed by:

- Conveying a positive attitude toward breast feeding in orientation and educational programs, and in culturally appropriate materials for mothers;
- Designating a quiet, comfortable, and private place where mothers may nurse their infants;
- Providing mothers with necessary fluids and nutritious snacks; and
- Training staff to serve as lactation (breast feeding) consultants.

**Performance Standard
1304.40(f)(2)(i), (ii) & (iii)**

(2) Grantee and delegate agencies must ensure that, at a minimum, the medical and dental health education program:

- (i) Assists parents in understanding how to enroll and participate in a system of ongoing family health care;
- (ii) Encourages parents to become active partners in their children's medical and dental health care process and to accompany their child to medical and dental examinations and appointments; and
- (iii) Provides parents with the opportunity to learn the principles of preventive medical and dental health, emergency first-aid, occupational and environmental hazards, and safety practices for use in the classroom and in the home. In addition to information on general topics (e.g., maternal and child health and the prevention of Sudden Infant Death Syndrome), information specific to health needs of individual children must also be made available to the extent possible.

- Refer to the Community Assessment, and consider using community resources when developing education programs for parents; and
- Consult with the Health Services Advisory Committee.

Related Information: See 45 CFR 1304.20(a)(1) on assisting parents in accessing a source of care, 45 CFR 1304.20(e) on involving parents in child health and developmental services, 45 CFR 1304.22 for further information on child health and safety, and 45 CFR 1304.40(c) for suggestions of health education topics for pregnant women.

Guidance: By working with parents, both individually and in groups, agencies assist families to become more aware of basic aspects of health care systems, and the services that are available to them. Staff and parent discussions about health care emphasize the importance of parents understanding all medical and dental procedures affecting their child, particularly as treatment relates to the family's knowledge about child health and development. Staff encourage parents to:

- Accompany their child to appointments, provide emotional support, if the child is apprehensive, and ask providers to explain medical conditions and procedures in understandable terms;
- Enroll in a system of ongoing family health care, rather than relying upon emergency rooms. Agencies provide the names and addresses of medical practices, clinics, or health maintenance organizations, including a list of providers who accept Medicaid, as well as information about after-hours care and how to obtain medical advice by telephone;
- Apply for Medicaid. Options for obtaining health insurance or low-cost medical care are discussed, if the family is not eligible for Medicaid;
- Recognize the importance of preventive care and of detecting signs of health problems;
- Model healthy behaviors by having the child observe parents going to the doctor and dentist; and
- Keep their child connected with a "medical home," after the child leaves Head Start.

In some cases, staff will need to work with parents and providers to facilitate more active parent involvement. For example, the schedule of working parents may make them unable to accompany their children to examinations. Night clinics or services at non-traditional times will make services more accessible. Services are not delayed or denied because of parents' working hours. If parents are unable to accompany their children to appointments, they are provided information about treatment and follow-up.

Performance Standard

1304.40(i)(6)

(6) Grantee and delegate agencies serving infants and toddlers must arrange for health staff to visit each newborn within two weeks after the infant's birth to ensure the well-being of both the mother and the child.

Guidance: A visit to the family of each newborn child provides an opportunity to identify and to discuss needs and interests related to the child's optimal development, including the importance of connecting with a "medical home." It also underscores the program's emphasis on early intervention and on supporting parents as they adjust to the demands of life with a newborn child. Suggested ways for arranging visits by health staff include employing staff with the necessary training and experience, contracting for services, and collaborating with a public health or other community agency.

Performance Standard

1304.52(d)(2)

(2) Health services must be supported by staff or consultants with training and experience in public health, nursing, health education, maternal and child health, or health administration. In addition, when a health procedure must be performed only by a licensed/certified health professional, the agency must assure that the requirement is followed.

Guidance: To ensure that appropriately qualified content area experts in health services are employed, agencies require the general abilities defined in the guidance to 45 CFR 1304.52(d) and other specific abilities, such as to:

- Link families with an ongoing system of health care, assist parents in the selection of health providers, counsel them about child or family health problems, and promote parent involvement in all aspects of the health program;
- Negotiate with the Health Services Advisory Committee and local health care professionals and service providers to ensure that services for families are available and accessible;
- Review, evaluate, and interpret health records and other vital health service data; and
- Promote health and safety practices in the program and coordinate safety and sanitation procedures, first aid, and emergency medical procedures.

When health staff perform screenings, immunizations, or other health procedures for children, which, by State or Tribal regulation,