

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>188,699</u>	_____	_____	_____	_____
External Revenue	<u>(153,959)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>34,740</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 1002 Dept. 147 Unit 1465 Object Various
 Program Code _____

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

C. Departmental Fiscal Review. Taruna Malhotra
11/20/09

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 12/1/09
 OFMB VA 11/23/09 AMM 11-23-09
[Signature] 12/3/09
 Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 12/3/09
 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 CONTRACTED SERVICES EXPANSION AGREEMENT

This Agreement is made and effective as of the _____ day of _____, 2009, by and 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 Community Child Care Center of Delray Beach, Inc. dba Achievement Centers for Children & Families, a corporation authorized to do business in the State of Florida whose Federal I.D. Number is 59-1264435 herein referred to as the CHILD CARE PROVIDER.

NOW THEREFORE IN CONSIDERATION of the mutual promises contained herein, the COUNTY and the CHILD CARE PROVIDER agree as follows:

ARTICLE 1 - SERVICES

The parties agree that this Agreement shall apply to all services provided by the CHILD CARE PROVIDER for Full Day HEAD START services for 37 children and their families within the geographical area in accordance with the Palm Beach County HEAD START Agreement at its facility (ies) for the period of October 1, 2009 through September 30, 2010. Compensation for services rendered by the CHILD CARE PROVIDER 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 A. Nicholas, telephone number (561) 233-1611.

The CHILD CARE PROVIDER'S representative/liaison during the performance of this Agreement shall be , Nancy Hurd, Chief Executive Officer, telephone number is (561) 276-0520.

ARTICLE 2 - SCHEDULE

The CHILD CARE PROVIDER shall commence services on October 1, 2009 and complete all services by September 30, 2010. During this period, child development and family support services shall be provided Monday thru Friday during the hours 7:00am – 5:30pm.

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

ARTICLE 3 - PAYMENTS TO CHILD CARE PROVIDER

The COUNTY shall pay to the CHILD CARE PROVIDER for providing the services hereunder up to the maximum amount of One Hundred Eighty Eight Thousand, Six Hundred Ninety-nine dollars (\$188,699). Payments shall be made by the COUNTY on a monthly basis commencing October 1, 2009, based upon invoices submitted by the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER in non-compliance with this covenant and at the option of the COUNTY, the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER and the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER. In the event payments previously made by the COUNTY are greater than the final total expenses, the CHILD CARE PROVIDER shall promptly repay such amount to the COUNTY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 by the CHILD CARE PROVIDER 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 Agreement through no fault of the CHILD CARE PROVIDER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CHILD CARE PROVIDER. Unless the CHILD CARE PROVIDER is in breach of this Agreement, the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER'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 CHILD CARE PROVIDER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CHILD CARE PROVIDER'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 CHILD CARE PROVIDER. The CHILD CARE PROVIDER 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 CHILD CARE PROVIDER authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CHILD CARE PROVIDER 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 is contingent upon annual appropriations for its purpose by the Board of County Commissioners and receipt of Federal funds designated for this purpose. Funding is being made available under the American Recovery and Reinvestment Act of 2009 (P.L. 111-5) Head Start Expansion (ARRA).

ARTICLE 10 - INSURANCE

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

- B. **Commercial General Liability** CHILD CARE PROVIDER 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. CHILD CARE PROVIDER shall provide this coverage on a primary basis.

- C. **Business Automobile Liability** CHILD CARE PROVIDER 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. If the CHILD CARE PROVIDER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CHILD CARE PROVIDER 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. CHILD CARE PROVIDER shall provide this coverage on a primary basis.

- D. **Worker's Compensation Insurance & Employers Liability** CHILD CARE PROVIDER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CHILD CARE PROVIDER shall provide this coverage on a primary basis.

- E. **Professional Liability** CHILD CARE PROVIDER 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 CONTRACT PROVIDER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CHILD CARE PROVIDER shall maintain a retroactive date prior to or equal to the effective date of this Agreement. 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 Agreement, CHILD CARE PROVIDER shall purchase a SERP with a minimum reporting period not less than 3 years. CHILD CARE PROVIDER shall provide this coverage on a primary basis.

- F. **Additional Insured** CHILD CARE PROVIDER 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." CHILD CARE PROVIDER shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** The CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Immediately following notification of the award of this Agreement, CHILD CARE PROVIDER shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement 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, CHILD CARE PROVIDER 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 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, coverage, or endorsements, herein from time to time throughout the term of this Agreement, 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

The CHILD CARE PROVIDER 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 Agreement or due to the acts or omissions of CHILD CARE PROVIDER.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER.

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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

ARTICLE 15 - EXCUSABLE DELAYS

The CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CHILD CARE PROVIDER'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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER'S sole direction, supervision, and control. The CHILD CARE PROVIDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CHILD CARE PROVIDER'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 CHILD CARE PROVIDER does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CHILD CARE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER, 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER'S place of business.

The CHILD CARE PROVIDER shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 Fla. Stat., 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 CHILD CARE PROVIDER'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, including Federal and Non-Federal funds and costs 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 & Children's Services
3323 Belvedere Road, Building 502
West Palm Beach, Florida 33406

The CHILD CARE PROVIDER 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

(PAL) under Chapter 473, Fla. Stat. The IPA shall state that the audit PAL complied with the applicable provisions noted above.

Two (2) bound originals 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 CHILD CARE PROVIDER'S fiscal year.

ARTICLE 21 - NONDISCRIMINATION

The CHILD CARE PROVIDER 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, gender identity and expression.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER'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 in number 1. 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER of the COUNTY'S notification of a contemplated change, the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER'S ability to meet the completion dates or schedules of this Agreement. If the COUNTY so instructs in writing, the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER shall not commence work on any such change until such written amendment is signed by the CHILD CARE PROVIDER 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's Services
3323 Belvedere Road, Building 502
West Palm Beach, Florida 33406

With copy to:

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

If sent to the CHILD CARE PROVIDER, notices shall be addressed to:

Nancy K. Hurd, Chief Executive Officer
Community Child Care Center of Delray Beach, Inc.
dba Achievement Centers for Children and Families
555 N.W. 4TH Street
Delray Beach, Fl 33444

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance (“Ordinance”), if CHILD CARE PROVIDER’S employees are required under this Agreement to enter a “critical facility” as identified in Resolution R-2003-1274. The CHILD CARE PROVIDER 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 CHILD CARE PROVIDER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 30 – REGULATIONS: LICENSING REQUIREMENTS

The CHILD CARE PROVIDER shall comply with all laws, ordinances and regulations applicable to the services contemplated herein to include those applicable to conflict of interest and collusion. CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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: _____
Chair

WITNESS:

CHILD CARE PROVIDER: COMMUNITY CHILD
CARE CENTER OF DELRAY BEACH, INC. dba
ACHIEVEMENT CENTERS FOR CHILDREN
AND FAMILIES

Gayla D. Jones

Signature

Nancy K. Hurd

Signature

Gayla D. Jones

Name (type or print)

Nancy K. Hurd

Typed Name

Chief Executive Officer

Title

REVIEWED AND APPROVED AS TO
FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: *[Signature]*

Department Head

10/21/09

EXHIBIT "A"
Scope of Work

1.1 CHILD CARE PROVIDER agrees:

- A. To provide the services as defined by the U.S. Department of Health and Human Services (HHS) and as outlined in Head Start Program Standards and other regulations 45 CFR parts 1301, 1302, 1303, 1304, Subpart D Program Design and Management and Guidances 1305, 1306, 1308 and 1309 with specific emphasis on Sections 1304.20, 1304.21, 1304.22, 1304.23, 1304.24, and 1304.40 of the Head Start Performance Standards and in accordance with Head Start/ Early Head Start Service Area Plans, 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 208 days) throughout the term of this Agreement for a maximum of 37 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 Contracted Service Providers 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 Improving Head Start for School Readiness Act of 2007, all of which are incorporated herein by reference; significant non-compliance may lead to deficiency status and termination of CHILD CARE PROVIDER Agreement and withdrawal of financial assistance [1304.3(a)(6) (i-iii)];
- 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 special school activities selected to fully involve parents in the program (i.e. parent meetings, special events, staff/parent conferences, and scheduled home visits);
- H. To designate a qualified staff person to function in the role of Head Start Director; providing general supervision, staff administration, and programming for the Head Start PROGRAM (1304.52);
- I. To cooperate and assist the COUNTY PROGRAM (by making records available) to

adhere to the Health Services Area Performance Standards: including general physical examinations, vision and hearing examinations and screenings; dental examinations and appropriate follow-up care for all PROGRAM enrolled children, except those enrolled in other health care programs (1304.20);

- J. Maintain awareness of and to cooperate with the COUNTY PROGRAM to provide support services to all enrolled children and their families in an effort to solve any problems of the family and assist family in becoming self-sufficient;
- K. To cooperate with the COUNTY PROGRAM in coordinating volunteer activities and parent involvement activities in the PROGRAM [1304.52(d)(6)];
- L. To provide staff or consultants to perform Content Area Expert Services in compliance with Performance Standard – Subpart D Program Design and Management 1304.52, specifically for Education and Early Child Development services [1304.52(d)(1). The Content Area Expert will provide monthly monitoring of the CHILD CARE PROVIDER'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. All Quality Assurance and Services Reliability System (QA&SRS) information is to be kept in a central filing system which contains all monthly, quarterly and self-assessment annual monitoring etc. The monitoring should be sent electronically so it can be shared with the County's Content Area Experts;
- M. 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);
- N. To abide by the COUNTY'S Head Start/Early Head Start Policy Council and Health Advisory Committee mandates, rules & regulations, guidelines and recommendations;
- O. To provide in-service staff development training programs developed for and designed to include all CHILD CARE PROVIDER staff [1304.52(k)(1-3)];
- P. 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, Community Assessment, Self Assessment, Federal Refunding Agreement Application Report, Budget Line Item Justification, Forms SF 424), 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 and/or 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;
- Q. To prepare, maintain and retain all current center files and all required documentation on all Head Start Children; 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;

- R. Confidentiality - The CHILD CARE PROVIDER 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;
- S. To permit the COUNTY and HHS staff to monitor **at all times** and evaluate CHILD CARE PROVIDER'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);
- T. To comply with all applicable laws, ordinances, and codes of federal, state and local governments;
- U. 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;
- V. In the event of termination of this Agreement, to transfer the CHILD CARE PROVIDER'S activities records to another entity designated by the COUNTY, and the PROGRAM within (10) days of the Agreement termination;
- W. At least ten (10) percent of the children recruited and enrolled in the Head Start PROGRAM operated by the CHILD CARE PROVIDER shall be disabled. The DELEGATE AGENCY shall comply with 45 CFR 1308.5 recruitment and enrollment of children with disabilities;
- X. 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/Child Care Provider/Contracted Provider meetings, Education and other partner meetings as required;
- Y. To ensure staff receives appropriate training to include local, state, regional and/or national conferences. Staff who attends training should come back and train others on the service area;
- Z. To ensure the attendance of the CHILD CARE PROVIDER'S content area designated staff (Education and Early Childhood Development) at all COUNTY PROGRAM specified in-service training, including, but not limited to, pre-service, policy council/committee training, and performance standards training.
- AA. To prepare and submit an application for financial assistance as per ACF Agreement

Application Instructions, when requested by the COUNTY;

- BB. To use and comply with the COUNTY'S Service Area Plans in accordance with the Head Start Performance Standards, Federal and Local Regulations and Local Program Goals and Objectives;
- CC. The CHILD CARE PROVIDER must maintain staffing patterns as indicated in [1306.21];
- DD. The CHILD CARE PROVIDER must ensure that their PROGRAM is fully in compliance with the requirements for staff qualifications as outlined in the Improving Head Start for School Readiness Act of 2007.
1. The CHILD CARE PROVIDER must develop and submit to the COUNTY PROGRAM a plan to ensure compliance with these requirements; A status report must be submitted to the COUNTY. This must include level of compliance, timelines, for teachers still working on their degrees, progress made, and plans for obtaining/sustaining the requirements;
 2. Prior to refunding Agreements or further funding, documented progress must be on file with the COUNTY.
- EE. The CHILD CARE PROVIDER 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.
- FF. 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. CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER agrees to follow the above procedures in all instances of suspected child abuse and neglect, including suspected abuse committed by a staff person.

- 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 all assessments for children as mandated by HHS/Office of Head Start and/or the COUNTY.
- 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 2009-2010

The CHILD CARE PROVIDER is required to comply with the following items:

- A. Submit staff and consultant(s) rosters with titles, degree/certifications, locations, dates of hire, and approval dates by December 1, 2009. 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 Local Education Agency (LEA) and the Education and Early Childhood Content Area Expert and others as appropriate [See Scope of Work page 15(L)].
- E. Submit a roster of Board of Directors with titles, addresses and telephone numbers by December 1, 2009. 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 CHILD CARE PROVIDER'S Board of Directors.
- F. Submit copies of By-Laws for the Board of Directors by December 1, 2009.
- G. Submit a roster of the Parent Committee officers, Policy Council Representative and Alternate with titles, addresses, and telephone numbers by January 1, 2010. 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.
- 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. Children from families with the lowest income will be given priority.
- K. **Submit Cost Allocation Plans along with all copies of the signed CHILD CARE PROVIDER Agreement.**
- L. 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.
- M. The Accounting and Financial Report System must capture the Federal and Non-Federal costs as required by 45 CFR 74.21(b)(2).

1.3 The COUNTY agrees:

- A. That the COUNTY will monitor, evaluate and provide guidance to the CHILD CARE PROVIDER 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 Monitoring Protocol or current monitoring tool. If severe deficiencies are identified, a Corrective Action Improvement 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER will also be notified of all local, state, and national conferences of relevance to the Head Start program.

- B. Monitoring of Delegate Agencies/Child Care Providers/Contract Providers will be conducted by the COUNTY'S Quality Assurance (QA) Teams based on requirements of a Delegate/Provider's corrective action improvement plan.

The Delegate Agency/Child Care Provider/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 and according to the Improving Head Start for School Readiness Act of 2007.

- C. To reimburse the CHILD CARE PROVIDER subject to availability of federal funds and other funding sources pursuant to the HHS grant, on a monthly basis in accordance with the CHILD CARE PROVIDER'S approved Head Start Program budget, and in accordance with Article #3 - PAYMENTS TO CHILD CARE PROVIDER, the total reimbursement amount not to exceed the amount set forth in Article 3 of the Agreement.
- D. The COUNTY will audit the itemized statements submitted by the CHILD CARE PROVIDER, verify the expenditures and documentation, and submit to the COUNTY'S Finance Department a request for payment to the CHILD CARE PROVIDER, in accordance with Article #3 - PAYMENTS TO CHILD CARE PROVIDER.
- E. To adhere to the Health Services Area Standards: including general physical examinations, vision, hearing and dental screenings and appropriate follow-up care for all PROGRAM enrolled in other health care programs (1304.20).
- F. 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)].
- G. To coordinate volunteer activities and parent involvement activities in the CHILD CARE PROVIDER'S [1304.52(D)(6)].
- H. To provide staff or consultants to perform Content Area Expert services in compliance with Performance Standard 1304.52, specifically Health 1304.52(d)(2), Nutrition 1304.52(d)(3), Mental Health 1304.52(d)(4), Family Community Partnership 1304.52(d)(5), Parent Involvement 1304.52(d)(6) and Disability 1304.52(d)(7).
- I. To provide in-service staff development training programs developed for and designed to include all HEAD START CHILD CARE PROVIDER staff [1304.52(k)(1-3)].
- J. To submit reports as required by HHS directives, the COUNTY or HEAD START/EARLY HEAD START PROGRAM (i.e. Monthly Reports, PIR, Community Assessment, Self Assessment), within specified time frames.
- K. Maintain contracts/agreements with Health Services PROVIDER(s) and/or Consultants(s).
- L. To employ a Family Service Specialist to provide services and coordinate/oversee the Family and Community Partnership, Eligibility, Recruitment Selection, Enrollment and Attendance (ERSEA) and Health/Disabilities Service Areas. Health includes medical, dental, mental health and nutrition.

EXHIBIT "B"

SCHEDULE FOR PAYMENT AND BUDGET DATA FOR REIMBURSABLE EXPENSES ONLY FOR CHILD CARE PROVIDER AGREEMENT WITH: COMMUNITY CHILD CARE CENTER OF DELRAY BEACH, INC., dba ACHIEVEMENT CENTERS FOR CHILDREN AND FAMILIES.

**START UP
OCTOBER AND NOVEMBER 2009**

<u>COST CATEGORY</u>	<u>AUTHORIZED AMOUNT</u>
1. Personnel	\$8,395
2. Fringe Benefits FICA	642
3. Other Expenses Program Supplies	\$5,963
	<hr/>
	\$15,000

To provide for reimbursement costs "out-of-pocket" for training, materials, supplies and other expenses for 2 classrooms @ \$7,500 each. \$15,000

Proof of Payment

The invoice must be dated within the Agreement Start-up period per the requirements of the ARRA. (October 1, 2009 – November 30, 2009). A copy of your check or the credit card statement must be submitted. Copies of all pages of your credit card statement and a copy of the check used to pay the credit card must be submitted.

MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT \$15,000

BUDGET DATA

BILLING RATE: \$22.57 per child/per day.

Based on Maximum Enrollment of 37 children.

<u>MONTH OF</u>	<u>DAYS</u>	<u>BILLING RATE PER MONTH</u>
December, 2009	17	\$14,196.53
January, 2010	20	\$16,701.80
February, 2010	20	\$16,701.80
March, 2010	23	\$19,207.07
April, 2010	22	\$18,371.98
May, 2010	20	\$16,701.80
June, 2010	22	\$18,371.98
July, 2010	21	\$17,536.89
August, 2010	22	\$18,371.98
September 2010	21	\$17,536.89
Total Number of Care Days	<hr/> 208	<hr/> \$173,698.72

MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT \$173,699

In the event enrollment at the CHILD CARE PROVIDER'S site(s) is less than 37 children and their families, the maximum amount authorized per month will be determined by multiplying the total number of Children enrolled per day X the per child daily rate.

BUDGET DATA – Continued

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. To provide Head Start services for 37 children and their families for 208 days at a rate of <u>\$22.57</u> per child/per day for 3 & 4 year olds for a total of	\$173,698.72
MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT	\$173,699

All reimbursements are subject to availability to the County of funds from the various sources funding this Agreement:

U.S. Department of Health and Human Services (Federal)	\$138,959
Palm Beach County (Non-Federal Match)	<u>\$ 34,740</u>
TOTAL	\$173,699

The CHILD CARE PROVIDER shall maintain records in auditable form that permit allocation of the expenses to the various funding sources.

These funds cover the cost of full day/full year services for all children.

Nothing below this line

EXHIBIT "B"

SCHEDULE FOR PAYMENT (Continued)

1. In accordance with the Head Start Performance Standards Attendance guidelines (1305.8):

(A) The CHILD CARE PROVIDER will be reimbursed for the full month care days and children as stated above in "Exhibit B" when the monthly average daily attendance rate is at 85% or greater.

(B) The above schedule of services represents the maximum monthly total for services to 37 children and their families. Services at a lesser per month level will result in a proportional reduction in the amount of the monthly payment and subsequence maximum total.

New Delegates/Child Care Providers/Contract Providers will be reimbursed for the full month care days and children as stated above in "Exhibit B" for the first two months of services provided to the children. Payment to the CHILD CARE PROVIDER will be evaluated on a monthly basis. CHILD CARE PROVIDER should endeavor to reach enrollment capacity within this period.

(C) In catastrophic conditions which are beyond the control of the CHILD CARE PROVIDER which prevents the centers from being opened, the CHILD CARE PROVIDER may be reimbursed for the full month care days and children as stated above in "Exhibit B." Payment to the CHILD CARE PROVIDER will be evaluated on an individual basis with the potential that the termination clause (Article 5) could be invoked.

(D) Sign-in/out sheets must be submitted with the request for all children that reimbursement is being requested for. A signature as well as a legible time must be entered on the sign-in/out sheets as these will be used as source documents for calculating the reimbursement.

(E) In conditions when the monthly average daily attendance rate is below 85% the daily rate per child will be applied along with the following:

Pre-school children enrolled in the Head Start Program will be allowed six (6) days of paid absences. Infants and toddlers enrolled in the Early Head Start Program will be allowed seven (7) days of paid absences in any given month. Pre-school children, infants, toddlers and their families, are allowed absences above the six (6) or seven (7) day limit, but not exceeding thirty (30) consecutive days of absences, when children and families experience extenuating circumstances that warrant payment above the six (6) or seven (7) day limit. **Holidays will not be counted as paid absences.** These occurrences of extenuating circumstances must be documented by the CHILD CARE PROVIDER and approved by the COUNTY. The following are categories of extenuating circumstances and some examples that will be considered for payment:

1. Child or other family members illness must be documented with a doctor's note (severe medical conditions with a doctor's note that identifies days absent);

2. Transportation problems (car breaks down and family is unable to obtain other means of transportation);
3. Family emergencies/vacation (extensive travel to native country; other state/city for death or illness in family);
4. Crisis situation at home (mother on maternity leave and keeps child home or death in family locally);

Absence resulting from extenuating circumstances included on monthly reimbursement must be supported by proper documentation. Proper documentation shall include but not be limited to:

- A. Doctor's note;
- B. Results of Family Services Specialist parent contact; and/or
- C. Notarized statement from parent including dates of absence.

These instances will be reviewed on a case-by-case basis by the COUNTY.

During thirty (30) consecutive days of absences, the pre-school children, infant/toddler's slot may be terminated, and a vacancy will exist. The family is to be advised that the pre-school children infant/toddler will be given first priority once a slot is available for re-enrollment. Reimbursement requests must include supportive documentation as listed above, and will be reviewed on a case-by-case basis.

2. CHILD CARE PROVIDER will be paid at the daily rate set forth above for up to three (3) days for annual Pre-Service Training provided all staff is in attendance.

Nothing below this line

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
10/23/2009

PRODUCER BB&T Burkey Risk Services 2240 Woolbright Road Suite 201 Boynton Beach, FL 33426 561 734-8445	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 Community Child Care Center of Delray Beach, Inc. 555 N. W. 4th Street Delray Beach, FL 33444-2734	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insuranc</td> <td>18058</td> </tr> <tr> <td>INSURER B: Comp Options</td> <td>10834</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Com</td> <td>29424</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insuranc	18058	INSURER B: Comp Options	10834	INSURER C: Hartford Casualty Insurance Com	29424	INSURER D:		INSURER E:	
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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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab 1mil/3mil GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK481746	10/11/2009	10/11/2010	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000								
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK481746	10/11/2009	10/11/2010	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$								
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under SPECIAL PROVISIONS below	01B24229D24900	10/11/2009	10/11/2010	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$500,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$100,000	E.L. DISEASE - EA EMPLOYEE	\$100,000	E.L. DISEASE - POLICY LIMIT	\$500,000
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$100,000													
E.L. DISEASE - EA EMPLOYEE	\$100,000													
E.L. DISEASE - POLICY LIMIT	\$500,000													
C		OTHER StdAccident	21SR275677 21SR281077	10/11/2009 10/11/2009	10/11/2010 10/11/2010	\$2000/10000/20,000/1000 \$2000/10000/10000/250								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 First Supplemental Name applies to all policies - Achievement Centers for Children and Families
 Workers' Compensation-30 days notice of cancellation
 Locations: 555 NW 4th St, Delray Beach, FL; 400 SW 12 Ave, Delray Beach, FL
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are Additional Insured.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Attn: Dr. Carmen Nicholas 3323 Belvedere Road, Bldg 502 West Palm Beach, FL 33406	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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
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25

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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HEAD START CONTRACTED SERVICES EXPANSION AGREEMENT

This Agreement is made and effective as of the _____ day of _____, 2009, by and 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 Community Child Care Center of Delray Beach, Inc. dba Achievement Centers for Children & Families, a corporation authorized to do business in the State of Florida whose Federal I.D. Number is 59-1264435 herein referred to as the CHILD CARE PROVIDER.

NOW THEREFORE IN CONSIDERATION of the mutual promises contained herein, the COUNTY and the CHILD CARE PROVIDER agree as follows:

ARTICLE 1 - SERVICES

The parties agree that this Agreement shall apply to all services provided by the CHILD CARE PROVIDER for Full Day HEAD START services for 37 children and their families within the geographical area in accordance with the Palm Beach County HEAD START Agreement at its facility (ies) for the period of October 1, 2009 through September 30, 2010. Compensation for services rendered by the CHILD CARE PROVIDER 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 A. Nicholas, telephone number (561) 233-1611.

The CHILD CARE PROVIDER'S representative/liaison during the performance of this Agreement shall be , Nancy Hurd, Chief Executive Officer, telephone number is (561) 276-0520.

ARTICLE 2 - SCHEDULE

The CHILD CARE PROVIDER shall commence services on October 1, 2009 and complete all services by September 30, 2010. During this period, child development and family support services shall be provided Monday thru Friday during the hours 7:00am – 5:30pm.

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

ARTICLE 3 - PAYMENTS TO CHILD CARE PROVIDER

The COUNTY shall pay to the CHILD CARE PROVIDER for providing the services hereunder up to the maximum amount of One Hundred Eighty Eight Thousand, Six Hundred Ninety-nine dollars (\$188,699). Payments shall be made by the COUNTY on a monthly basis commencing October 1, 2009, based upon invoices submitted by the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER in non-compliance with this covenant and at the option of the COUNTY, the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER and the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER. In the event payments previously made by the COUNTY are greater than the final total expenses, the CHILD CARE PROVIDER shall promptly repay such amount to the COUNTY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 by the CHILD CARE PROVIDER 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 Agreement through no fault of the CHILD CARE PROVIDER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CHILD CARE PROVIDER. Unless the CHILD CARE PROVIDER is in breach of this Agreement, the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER'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 CHILD CARE PROVIDER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CHILD CARE PROVIDER'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 CHILD CARE PROVIDER. The CHILD CARE PROVIDER 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 CHILD CARE PROVIDER authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CHILD CARE PROVIDER 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 is contingent upon annual appropriations for its purpose by the Board of County Commissioners and receipt of Federal funds designated for this purpose. Funding is being made available under the American Recovery and Reinvestment Act of 2009 (P.L. 111-5) Head Start Expansion (ARRA).

ARTICLE 10 - INSURANCE

- A. **CHILD CARE PROVIDER** shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CHILD CARE PROVIDER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CHILD CARE PROVIDER under this Agreement.
- B. **Commercial General Liability** CHILD CARE PROVIDER 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. CHILD CARE PROVIDER shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CHILD CARE PROVIDER 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. If the CHILD CARE PROVIDER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CHILD CARE PROVIDER 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. CHILD CARE PROVIDER shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CHILD CARE PROVIDER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CHILD CARE PROVIDER shall provide this coverage on a primary basis.
- E. **Professional Liability** CHILD CARE PROVIDER 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 CONTRACT PROVIDER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CHILD CARE PROVIDER shall maintain a retroactive date prior to or equal to the effective date of this Agreement. 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 Agreement, CHILD CARE PROVIDER shall purchase a SERP with a minimum reporting period not less than 3 years. CHILD CARE PROVIDER shall provide this coverage on a primary basis.

- F. **Additional Insured** CHILD CARE PROVIDER 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." CHILD CARE PROVIDER shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** The CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Immediately following notification of the award of this Agreement, CHILD CARE PROVIDER shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement 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, CHILD CARE PROVIDER 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 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, coverage, or endorsements, herein from time to time throughout the term of this Agreement, 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

The CHILD CARE PROVIDER 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 Agreement or due to the acts or omissions of CHILD CARE PROVIDER.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER.

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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

ARTICLE 15 - EXCUSABLE DELAYS

The CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CHILD CARE PROVIDER'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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER'S sole direction, supervision, and control. The CHILD CARE PROVIDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CHILD CARE PROVIDER'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 CHILD CARE PROVIDER does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CHILD CARE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER, 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER'S place of business.

The CHILD CARE PROVIDER shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 Fla. Stat., 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 CHILD CARE PROVIDER'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, including Federal and Non-Federal funds and costs 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 & Children's Services
3323 Belvedere Road, Building 502
West Palm Beach, Florida 33406

The CHILD CARE PROVIDER 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

(PAL) under Chapter 473, Fla. Stat. The IPA shall state that the audit PAL complied with the applicable provisions noted above.

Two (2) bound originals 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 CHILD CARE PROVIDER'S fiscal year.

ARTICLE 21 - NONDISCRIMINATION

The CHILD CARE PROVIDER 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, gender identity and expression.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER'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 in number 1. 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER of the COUNTY'S notification of a contemplated change, the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER'S ability to meet the completion dates or schedules of this Agreement. If the COUNTY so instructs in writing, the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER shall not commence work on any such change until such written amendment is signed by the CHILD CARE PROVIDER 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's Services
3323 Belvedere Road, Building 502
West Palm Beach, Florida 33406

With copy to:

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

If sent to the CHILD CARE PROVIDER, notices shall be addressed to:

Nancy K. Hurd, Chief Executive Officer
Community Child Care Center of Delray Beach, Inc.
dba Achievement Centers for Children and Families
555 N.W. 4TH Street
Delray Beach, Fl 33444

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CHILD CARE PROVIDER 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 CHILD CARE PROVIDER shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance (“Ordinance”), if CHILD CARE PROVIDER’S employees are required under this Agreement to enter a “critical facility” as identified in Resolution R-2003-1274. The CHILD CARE PROVIDER 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 CHILD CARE PROVIDER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 30 – REGULATIONS: LICENSING REQUIREMENTS

The CHILD CARE PROVIDER shall comply with all laws, ordinances and regulations applicable to the services contemplated herein to include those applicable to conflict of interest and collusion. CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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: _____
Chair

WITNESS:

CHILD CARE PROVIDER: COMMUNITY CHILD
CARE CENTER OF DELRAY BEACH, INC. dba
ACHIEVEMENT CENTERS FOR CHILDREN
AND FAMILIES

Gayla D. Jones
Signature

Nancy K. Hurd
Signature

Gayla D. Jones
Name (type or print)

Nancy K. Hurd
Typed Name

Chief Executive Officer
Title

REVIEWED AND APPROVED AS TO
FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: [Signature]
Department Head

10/21/09

EXHIBIT "A"
Scope of Work

1.1 CHILD CARE PROVIDER agrees:

- A. To provide the services as defined by the U.S. Department of Health and Human Services (HHS) and as outlined in Head Start Program Standards and other regulations 45 CFR parts 1301, 1302, 1303, 1304, Subpart D Program Design and Management and Guidances 1305, 1306, 1308 and 1309 with specific emphasis on Sections 1304.20, 1304.21, 1304.22, 1304.23, 1304.24, and 1304.40 of the Head Start Performance Standards and in accordance with Head Start/ Early Head Start Service Area Plans, 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 208 days) throughout the term of this Agreement for a maximum of 37 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 Contracted Service Providers 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 Improving Head Start for School Readiness Act of 2007, all of which are incorporated herein by reference; significant non-compliance may lead to deficiency status and termination of CHILD CARE PROVIDER Agreement and withdrawal of financial assistance [1304.3(a)(6) (i-iii)];
- 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 special school activities selected to fully involve parents in the program (i.e. parent meetings, special events, staff/parent conferences, and scheduled home visits);
- H. To designate a qualified staff person to function in the role of Head Start Director; providing general supervision, staff administration, and programming for the Head Start PROGRAM (1304.52);
- I. To cooperate and assist the COUNTY PROGRAM (by making records available) to

- adhere to the Health Services Area Performance Standards: including general physical examinations, vision and hearing examinations and screenings; dental examinations and appropriate follow-up care for all PROGRAM enrolled children, except those enrolled in other health care programs (1304.20);
- J. Maintain awareness of and to cooperate with the COUNTY PROGRAM to provide support services to all enrolled children and their families in an effort to solve any problems of the family and assist family in becoming self-sufficient;
 - K. To cooperate with the COUNTY PROGRAM in coordinating volunteer activities and parent involvement activities in the PROGRAM [1304.52(d)(6)];
 - L. To provide staff or consultants to perform Content Area Expert Services in compliance with Performance Standard – Subpart D Program Design and Management 1304.52, specifically for Education and Early Child Development services [1304.52(d)(1). The Content Area Expert will provide monthly monitoring of the CHILD CARE PROVIDER'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. All Quality Assurance and Services Reliability System (QA&SRS) information is to be kept in a central filing system which contains all monthly, quarterly and self-assessment annual monitoring etc. The monitoring should be sent electronically so it can be shared with the County's Content Area Experts;
 - M. 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);
 - N. To abide by the COUNTY'S Head Start/Early Head Start Policy Council and Health Advisory Committee mandates, rules & regulations, guidelines and recommendations;
 - O. To provide in-service staff development training programs developed for and designed to include all CHILD CARE PROVIDER staff [1304.52(k)(1-3)];
 - P. 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, Community Assessment, Self Assessment, Federal Refunding Agreement Application Report, Budget Line Item Justification, Forms SF 424), 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 and/or 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;
 - Q. To prepare, maintain and retain all current center files and all required documentation on all Head Start Children; 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;

- R. Confidentiality - The CHILD CARE PROVIDER 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;
- S. To permit the COUNTY and HHS staff to monitor **at all times** and evaluate CHILD CARE PROVIDER'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);
- T. To comply with all applicable laws, ordinances, and codes of federal, state and local governments;
- U. 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;
- V. In the event of termination of this Agreement, to transfer the CHILD CARE PROVIDER'S activities records to another entity designated by the COUNTY, and the PROGRAM within (10) days of the Agreement termination;
- W. At least ten (10) percent of the children recruited and enrolled in the Head Start PROGRAM operated by the CHILD CARE PROVIDER shall be disabled. The DELEGATE AGENCY shall comply with 45 CFR 1308.5 recruitment and enrollment of children with disabilities;
- X. 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/Child Care Provider/Contracted Provider meetings, Education and other partner meetings as required;
- Y. To ensure staff receives appropriate training to include local, state, regional and/or national conferences. Staff who attends training should come back and train others on the service area;
- Z. To ensure the attendance of the CHILD CARE PROVIDER'S content area designated staff (Education and Early Childhood Development) at all COUNTY PROGRAM specified in-service training, including, but not limited to, pre-service, policy council/committee training, and performance standards training.
- AA. To prepare and submit an application for financial assistance as per ACF Agreement

Application Instructions, when requested by the COUNTY;

- BB. To use and comply with the COUNTY'S Service Area Plans in accordance with the Head Start Performance Standards, Federal and Local Regulations and Local Program Goals and Objectives;
- CC. The CHILD CARE PROVIDER must maintain staffing patterns as indicated in [1306.21];
- DD. The CHILD CARE PROVIDER must ensure that their PROGRAM is fully in compliance with the requirements for staff qualifications as outlined in the Improving Head Start for School Readiness Act of 2007.
 - 1. The CHILD CARE PROVIDER must develop and submit to the COUNTY PROGRAM a plan to ensure compliance with these requirements; A status report must be submitted to the COUNTY. This must include level of compliance, timelines, for teachers still working on their degrees, progress made, and plans for obtaining/sustaining the requirements;
 - 2. Prior to refunding Agreements or further funding, documented progress must be on file with the COUNTY.
- EE. The CHILD CARE PROVIDER 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.
- FF. 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. CHILD CARE PROVIDER 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER agrees to follow the above procedures in all instances of suspected child abuse and neglect, including suspected abuse committed by a staff person.

- 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 all assessments for children as mandated by HHS/Office of Head Start and/or the COUNTY.
- 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 2009-2010

The CHILD CARE PROVIDER is required to comply with the following items:

- A. Submit staff and consultant(s) rosters with titles, degree/certifications, locations, dates of hire, and approval dates by December 1, 2009. 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 Local Education Agency (LEA) and the Education and Early Childhood Content Area Expert and others as appropriate [See Scope of Work page 15(L)].
- E. Submit a roster of Board of Directors with titles, addresses and telephone numbers by December 1, 2009. 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 CHILD CARE PROVIDER'S Board of Directors.
- F. Submit copies of By-Laws for the Board of Directors by December 1, 2009.
- G. Submit a roster of the Parent Committee officers, Policy Council Representative and Alternate with titles, addresses, and telephone numbers by January 1, 2010. 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.
- 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. Children from families with the lowest income will be given priority.
- K. **Submit Cost Allocation Plans along with all copies of the signed CHILD CARE PROVIDER Agreement.**
- L. 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.
- M. The Accounting and Financial Report System must capture the Federal and Non-Federal costs as required by 45 CFR 74.21(b)(2).

1.3 The COUNTY agrees:

- A. That the COUNTY will monitor, evaluate and provide guidance to the CHILD CARE PROVIDER 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 Monitoring Protocol or current monitoring tool. If severe deficiencies are identified, a Corrective Action Improvement 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 CHILD CARE PROVIDER 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 CHILD CARE PROVIDER will also be notified of all local, state, and national conferences of relevance to the Head Start program.

- B. Monitoring of Delegate Agencies/Child Care Providers/Contract Providers will be conducted by the COUNTY'S Quality Assurance (QA) Teams based on requirements of a Delegate/Provider's corrective action improvement plan.

The Delegate Agency/Child Care Provider/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 and according to the Improving Head Start for School Readiness Act of 2007.

- C. To reimburse the CHILD CARE PROVIDER subject to availability of federal funds and other funding sources pursuant to the HHS grant, on a monthly basis in accordance with the CHILD CARE PROVIDER'S approved Head Start Program budget, and in accordance with Article #3 - PAYMENTS TO CHILD CARE PROVIDER, the total reimbursement amount not to exceed the amount set forth in Article 3 of the Agreement.
- D. The COUNTY will audit the itemized statements submitted by the CHILD CARE PROVIDER, verify the expenditures and documentation, and submit to the COUNTY'S Finance Department a request for payment to the CHILD CARE PROVIDER, in accordance with Article #3 - PAYMENTS TO CHILD CARE PROVIDER.
- E. To adhere to the Health Services Area Standards: including general physical examinations, vision, hearing and dental screenings and appropriate follow-up care for all PROGRAM enrolled in other health care programs (1304.20).
- F. 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)].
- G. To coordinate volunteer activities and parent involvement activities in the CHILD CARE PROVIDER'S [1304.52(D)(6)].
- H. To provide staff or consultants to perform Content Area Expert services in compliance with Performance Standard 1304.52, specifically Health 1304.52(d)(2), Nutrition 1304.52(d)(3), Mental Health 1304.52(d)(4), Family Community Partnership 1304.52(d)(5), Parent Involvement 1304.52(d)(6) and Disability 1304.52(d)(7).
- I. To provide in-service staff development training programs developed for and designed to include all HEAD START CHILD CARE PROVIDER staff [1304.52(k)(1-3)].
- J. To submit reports as required by HHS directives, the COUNTY or HEAD START/EARLY HEAD START PROGRAM (i.e. Monthly Reports, PIR, Community Assessment, Self Assessment), within specified time frames.
- K. Maintain contracts/agreements with Health Services PROVIDER(s) and/or Consultants(s).
- L. To employ a Family Service Specialist to provide services and coordinate/oversee the Family and Community Partnership, Eligibility, Recruitment Selection, Enrollment and Attendance (ERSEA) and Health/Disabilities Service Areas. Health includes medical, dental, mental health and nutrition.

EXHIBIT "B"

SCHEDULE FOR PAYMENT AND BUDGET DATA FOR REIMBURSABLE EXPENSES ONLY FOR CHILD CARE PROVIDER AGREEMENT WITH: COMMUNITY CHILD CARE CENTER OF DELRAY BEACH, INC., dba ACHIEVEMENT CENTERS FOR CHILDREN AND FAMILIES.

**START UP
OCTOBER AND NOVEMBER 2009**

<u>COST CATEGORY</u>	<u>AUTHORIZED AMOUNT</u>
1. Personnel	\$8,395
2. Fringe Benefits FICA	642
3. Other Expenses Program Supplies	\$5,963
	<hr/>
	\$15,000

To provide for reimbursement costs "out-of-pocket" for training, materials, supplies and other expenses for 2 classrooms @ \$7,500 each. \$15,000

Proof of Payment

The invoice must be dated within the Agreement Start-up period per the requirements of the ARRA. (October 1, 2009 – November 30, 2009). A copy of your check or the credit card statement must be submitted. Copies of all pages of your credit card statement and a copy of the check used to pay the credit card must be submitted.

MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT \$15,000

BUDGET DATA

BILLING RATE: \$22.57 per child/per day.

Based on Maximum Enrollment of 37 children.

<u>MONTH OF</u>	<u>DAYS</u>	<u>BILLING RATE PER MONTH</u>
December, 2009	17	\$14,196.53
January, 2010	20	\$16,701.80
February, 2010	20	\$16,701.80
March, 2010	23	\$19,207.07
April, 2010	22	\$18,371.98
May, 2010	20	\$16,701.80
June, 2010	22	\$18,371.98
July, 2010	21	\$17,536.89
August, 2010	22	\$18,371.98
September 2010	21	\$17,536.89
Total Number of Care Days	<hr/> 208	<hr/> \$173,698.72

MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT \$173,699

In the event enrollment at the CHILD CARE PROVIDER'S site(s) is less than 37 children and their families, the maximum amount authorized per month will be determined by multiplying the total number of Children enrolled per day X the per child daily rate.

BUDGET DATA – Continued

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. To provide Head Start services for 37 children and their families for 208 days at a rate of <u>\$22.57</u> per child/per day for 3 & 4 year olds for a total of	\$173,698.72
MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT	\$173,699

All reimbursements are subject to availability to the County of funds from the various sources funding this Agreement:

U.S. Department of Health and Human Services (Federal)	\$138,959
Palm Beach County (Non-Federal Match)	<u>\$ 34,740</u>
TOTAL	\$173,699

The CHILD CARE PROVIDER shall maintain records in auditable form that permit allocation of the expenses to the various funding sources.

These funds cover the cost of full day/full year services for all children.

Nothing below this line

EXHIBIT "B"

SCHEDULE FOR PAYMENT (Continued)

1. In accordance with the Head Start Performance Standards Attendance guidelines (1305.8):

(A) The CHILD CARE PROVIDER will be reimbursed for the full month care days and children as stated above in "Exhibit B" when the monthly average daily attendance rate is at 85% or greater.

(B) The above schedule of services represents the maximum monthly total for services to 37 children and their families. Services at a lesser per month level will result in a proportional reduction in the amount of the monthly payment and subsequence maximum total.

New Delegates/Child Care Providers/Contract Providers will be reimbursed for the full month care days and children as stated above in "Exhibit B" for the first two months of services provided to the children. Payment to the CHILD CARE PROVIDER will be evaluated on a monthly basis. CHILD CARE PROVIDER should endeavor to reach enrollment capacity within this period.

(C) In catastrophic conditions which are beyond the control of the CHILD CARE PROVIDER which prevents the centers from being opened, the CHILD CARE PROVIDER may be reimbursed for the full month care days and children as stated above in "Exhibit B." Payment to the CHILD CARE PROVIDER will be evaluated on an individual basis with the potential that the termination clause (Article 5) could be invoked.

(D) Sign-in/out sheets must be submitted with the request for all children that reimbursement is being requested for. A signature as well as a legible time must be entered on the sign-in/out sheets as these will be used as source documents for calculating the reimbursement.

(E) In conditions when the monthly average daily attendance rate is below 85% the daily rate per child will be applied along with the following:

Pre-school children enrolled in the Head Start Program will be allowed six (6) days of paid absences. Infants and toddlers enrolled in the Early Head Start Program will be allowed seven (7) days of paid absences in any given month. Pre-school children, infants, toddlers and their families, are allowed absences above the six (6) or seven (7) day limit, but not exceeding thirty (30) consecutive days of absences, when children and families experience extenuating circumstances that warrant payment above the six (6) or seven (7) day limit. **Holidays will not be counted as paid absences.** These occurrences of extenuating circumstances must be documented by the CHILD CARE PROVIDER and approved by the COUNTY. The following are categories of extenuating circumstances and some examples that will be considered for payment:

1. Child or other family members illness must be documented with a doctor's note (severe medical conditions with a doctor's note that identifies days absent);

2. Transportation problems (car breaks down and family is unable to obtain other means of transportation);
3. Family emergencies/vacation (extensive travel to native country; other state/city for death or illness in family);
4. Crisis situation at home (mother on maternity leave and keeps child home or death in family locally);

Absence resulting from extenuating circumstances included on monthly reimbursement must be supported by proper documentation. Proper documentation shall include but not be limited to:

- A. Doctor's note;
- B. Results of Family Services Specialist parent contact; and/or
- C. Notarized statement from parent including dates of absence.

These instances will be reviewed on a case-by-case basis by the COUNTY.

During thirty (30) consecutive days of absences, the pre-school children, infant/toddler's slot may be terminated, and a vacancy will exist. The family is to be advised that the pre-school children infant/toddler will be given first priority once a slot is available for re-enrollment. Reimbursement requests must include supportive documentation as listed above, and will be reviewed on a case-by-case basis.

2. CHILD CARE PROVIDER will be paid at the daily rate set forth above for up to three (3) days for annual Pre-Service Training provided all staff is in attendance.

Nothing below this line

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/23/2009
PRODUCER BB&T Burkey Risk Services 2240 Woolbright Road Suite 201 Boynton Beach, FL 33426 561 734-8445	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 Community Child Care Center of Delray Beach, Inc. 555 N. W. 4th Street Delray Beach, FL 33444-2734	INSURERS AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insuranc INSURER B: Comp Options INSURER C: Hartford Casualty Insurance Com INSURER D: INSURER E:	NAIC # 18058 10834 29424

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK481746 1mil/3mil	10/11/2009	10/11/2010	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPI/OP AGG \$3,000,000								
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK481746	10/11/2009	10/11/2010	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	01B24229D24900	10/11/2009	10/11/2010	<table style="width:100%; font-size: x-small;"> <tr> <td style="width: 50%;">WC STATU-TORY LIMITS</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$500,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$100,000	E.L. DISEASE - EA EMPLOYEE	\$100,000	E.L. DISEASE - POLICY LIMIT	\$500,000
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$100,000													
E.L. DISEASE - EA EMPLOYEE	\$100,000													
E.L. DISEASE - POLICY LIMIT	\$500,000													
C		OTHER StdtAccident	21SR275677 21SR281077	10/11/2009 10/11/2009	10/11/2010 10/11/2010	\$2000/10000/20,000/1000 \$2000/10000/10000/250								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 First Supplemental Name applies to all policies - Achievement Centers for Children and Families
 Workers' Compensation-30 days notice of cancellation
 Locations: 555 NW 4th St, Delray Beach, FL; 400 SW 12 Ave, Delray Beach, FL
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are Additional Insured.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Attn: Dr. Carmen Nicholas 3323 Belvedere Road, Bldg 502 West Palm Beach, FL 33406	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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