

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

☐ Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) Receive and file American Recovery and Reinvestment Act (ARRA) Early Head Start Expansion (EHS) grant for the period of December 1, 2009, through September 29, 2010, in the amount of \$1,214,364; B) Receive and file Child Care Food Program (CCFP) contract from the State of Florida Department of Health for the period of October 1, 2009, through September 30, 2010, in an amount of \$950,000; C) Approve budget amendment of \$1,411,175 in the Head Start Fund to establish and reconcile the grant budget with the County budget; D) Approve 16 new grant funded positions.

Summary: The ARRA EHS expansion award (R2009-1495) and CCFP contract (R2009-1266) have been signed by their respective entities and returned to Head Start. As they are now fully executed documents they are required to be submitted to the Clerk's office to note and file them in the official records. As a result of the ARRA funding, the EHS program will expand to serve an additional 91 infants, toddlers and pregnant women. In addition, 16 new positions as outlined are needed to ensure the program's continued quality of care. The positions are approved for the length of the grant award and will be eliminated September 29, 2011, unless other funding is secured. A budget amendment is needed to establish the budget which consists of \$1,214,364 from the ARRA EHS award and a required match of \$303,591 (which includes a cash match of \$196,811 reallocated from the CCFP, \$33,489 in-kind from the Children's Services Council, and County Cooperative Extension Services and \$73,291 from County in-kind generated from expansion costs of the West Palm Beach Head Start Center). (Head Start) Countywide (TKF)

# Needed	Position	Pay Grade	FTE
4	Family Services Specialist 1	18	4
1	Curriculum Specialist	24	1
5	Child Development Assistant	11	5
3	Child Development Associate 1	13	3
1	Fiscal Specialist 1	15	.5
1	Clerical Specialist	12	.5
1	Head Start Training Specialist	26	.5

Background and Justification: As required by PPM CWF 051, a receive and file is needed for the Clerk's office to note and record the fully executed CCFP contract and the actual grant award for the ARRA EHS expansion funds. Palm Beach County Head Start is the recipient of Early Head Start expansion award. Funds will be used to serve 91 infants, toddlers and pregnant women. The project period is for two (2) years, December 1, 2009, through September 29, 2011.

Attachments:

1. Financial Assistance Award Letter
2. Child Care Food Program contract
3. Budget Amendment
4. Job Descriptions
5. Children's Services Council and Cooperative Extension Service Commitment Letters

Date _____

Date _____

II. FISCAL ANALYSIS IMPACT

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>1,517,955</u>	<u>1,264,252</u>			
External Revenue	<u>(1,214,364)</u>	<u>(1,091,401)</u>			
Program Income (County)					
In-Kind Match (County)	<u>(106,780)</u>				
NET FISCAL IMPACT	<u>196,811</u>	<u>272,851</u>			
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>14.5</u>	<u>0</u>			

Is Item Included in Current Budget: Yes _____ No X
 Budget Account No.: Fund _____ Dept. _____ Unit. _____ Obj. _____
 Program Code _____

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

In-kind services are being provided by County Cooperative Extension are primarily staff time for curriculum planning and training of EHS staff.

Departmental Fiscal Review: Taruna Malhotra
12/17/09

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

The agenda item only impacts the County for FY 2010. Dependent on new grant award, Grant funded positions may expire Sept 30 2010.
MSL 11/11/09 OFMB *VA 12/28/09 PM 12-22-09*
Dr. J. Jacoby 1/5/10 Contract Administration

B. Legal Sufficiency:

J. P. H. 1/5/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 147-121209*157
BGEX 147-121209*589

FUND (1002) - Head Start

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER				ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED AS OF 10/01/09	REMAINING BALANCE
REVENUES											
EARLY HEADSTART - ARRA EXPANSION											
147	1464	3168	Fed Grnt Indirect - Human Services	0	0	1,214,364			1,214,364		1,214,364
147	1464	8000	Transfer frm General Fund 0001	0	0	196,811			196,811		196,811
CHILDCARE FOOD PROGRAM											
147	1449	8000	Transfer frm General Fund 0001	614,170	614,170		196,811		417,359		417,359
147	1449	3168	Fed Grnt Indirect - Human Services	753,189	753,189	196,811			950,000		950,000
Total Revenues				25,221,333	27,210,427	1,607,986	196,811		28,621,602		28,621,602
EXPENDITURE											
EARLY HEADSTART - ARRA EXPANSION											
147	1464	1201	Salaries & Wages Regular	0	0	357,754		0	357,754		357,754
147	1464	2101	FICA - Taxes	0	0	21,400		0	21,400		21,400
147	1464	2105	FICA - Medicare	0	0	5,005		0	5,005		5,005
147	1464	2201	Retirement Contributions - FRS	0	0	37,449		0	37,449		37,449
147	1464	2301	Insurance - Life & Health	0	0	104,310		0	104,310		104,310
147	1464	2401	Workers' Compensation	0	0	3,452		0	3,452		3,452
147	1464	3103	Medical/Health Care Services	0	0	29,638		0	29,638		29,638
147	1464	3401	Other Contractual Services	0	0	441,634		0	441,634		441,634
147	1464	3421	Contractual Services Training	0	0	75,799		0	75,799		75,799
147	1464	3422	Contractual Services - Recreation	0	0	400		0	400		400
147	1464	4001	Travel and Per Diem	0	0	1,954		0	1,954		1,954
147	1464	4007	Travel - Mileage	0	0	6,300		0	6,300		6,300
147	1464	4101	Communications Services	0	0	1,000		0	1,000		1,000
147	1464	4205	Postage	0	0	144		0	144		144
147	1464	4301	Utilities/Electric	0	0	640		0	640		640
147	1464	4304	Utilities/Water	0	0	520		0	520		520
147	1464	4308	Utilities/Gas	0	0	540		0	540		540
147	1464	4310	Utilities/Waste Disposal	0	0	220		0	220		220
147	1464	4420	Rental Motor Pool	0	0	11,000		0	11,000		11,000
147	1464	4501	Ins & Surety, Bonds Outside	0	0	200		0	200		200
147	1464	4801	Promotional Activities	0	0	4,365		0	4,365		4,365
147	1464	4703	Graphics Charges	0	0	440		0	440		440
147	1464	4909	Licenses & Permits	0	0	600		0	600		600
147	1464	4932	Parent Activity	0	0	400		0	400		400
147	1464	4941	Registration Fees	0	0	400		0	400		400
147	1464	5101	Office Supplies	0	0	3,004		0	3,004		3,004
147	1464	5112	Telephone Equipment/Installation	0	0	500		0	500		500
147	1464	5121	Data Processing Software Accessories	0	0	1,500		0	1,500		1,500
147	1464	5201	Materials/Supplies - Operating	0	0	10,855		0	10,855		10,855
147	1464	5220	Purchased Water	0	0	544		0	544		544
147	1464	5401	Books, Publications & Subscriptions	0	0	2,355		0	2,355		2,355
147	1464	5402	Educational Training Materials	0	0	36,081		0	36,081		36,081
147	1464	6211	Building Improvements	0	0	180,000		0	180,000		180,000
147	1464	6401	Machinery & Equipment	0	0	52,000		0	52,000		52,000
147	1464	6405	Data Processing Equipment	0	0	18,772		0	18,772		18,772
TOTAL				0	0	1,411,175		0	1,411,175		1,411,175
Total Expenditures				25,221,333	27,210,427	1,411,175	0		28,621,602		28,621,602
COMMUNITY SERVICES											
INITIATING DEPARTMENT/DIVISION Channell Wilkins											
Administration/Budget Department Approval											
OFMB Department - Posted											
				</							

DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
FINANCIAL ASSISTANCE AWARD

SAI NUMBER:

FMS DOCUMENT NUMBER:
04SA304601

1. AWARDING OFFICE: OA/OCM/Region IV	2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 04SA3046/01	4. AMEND. NO.
5. TYPE OF AWARD: SERVICE	6. TYPE OF ACTION: New	7. AWARD AUTHORITY: American Recovery and Reinv.	
8. BUDGET PERIOD: 12/01/2009 THRU 09/29/2010	9. PROJECT PERIOD: 12/01/2009 THRU 09/29/2011	10. CAT NO.: 93709	

11. RECIPIENT ORGANIZATION:

Palm Beach County, Board of County Commissioners

26. REMARKS: (Continued from previous page)

This award is subject to Terms and Conditions specific to the American Recovery and Reinvestment Act of 2009. This award is subject to the requirements of Section 106 (p) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

For the full text of the award term, go to http://www.acf.hhs.gov/grants/award_term.html.

This grant is subject to the requirements as set forth in 45 CFR Part 87.

This grant is subject to the requirements set forth in 45 CFR part 74 (for non-profit organizations and educational institutions) or 45 CFR Part 92 (for state, local, and federally recognized tribal governments).

Initial expenditure of funds by the grantee constitutes acceptance of this award.

Future support is anticipated.

This award is subject to HHS regulations codified at 45 CFR 1301, 1302, 1303, 1304, 1305, 1306, 1308, 1309 and 1310.

(**) Reflects only federal share of approved budget.

(**) Cost under the line item "Facilities/Construction" are to be used as described in the grantee's application for the following: Facility Purchase Amount 0; Major Renovation Amount 144000; and Construction Amount 0.

This grant awards funds made available to the Head Start program under the American Recovery and Reinvestment Act to expand Early Head Start services to 91 infants, toddlers and pregnant women.

This action awards \$340,412 in start-up costs and \$779,313 for prorated operations for the period December 1, 2009 through September 29, 2010 under CAN 004R032. This action also awards \$94,639 in training and technical assistance funds under CAN 004R030.

For the September 30, 2010 through September 29, 2011 budget period, the approved ongoing funding level for Early Head Start operations is \$1,039,083 to serve 91 infants, toddlers and pregnant women, and the training and technical assistance allocation is \$52,318.

Special Condition: Within 10 days of receipt of this award, submit a corrected SF424, SF424A, and budget justification to the Regional Office. If you have any questions regarding the submission of this information, please contact your Program Specialist. Additionally, please provide the 1309 Facility checklist.

The Early Head Start service area is specify geographic boundaries in detail.

Attached are the American Recovery and Reinvestment Act Terms and Conditions for this grant.

Part 74.25(c) (2) and Part 92.30(d) (3) provide this office authority to approve the hiring of key personnel. Key personnel includes the Head Start Director and, if salaries are covered principally (i.e. greater than 50%) by the Head Start grant, the Executive Director and the Chief Financial Officer.

Grantees are to notify the regional office prior to making a job offer to fill these key personnel positions. Included in this notification shall be the name of the person being recommended to be hired, the process used to recruit for this job and why this person was determined to be the most qualified.

NOTE: These funds can not be used for any other purpose without prior approval from the Regional Office. This award is subject to the requirements of the HHS G

Department of Health and Human Services
Administration for Children and Families
Financial Assistance Award (FAA)

SAI NUMBER:

PMS DOCUMENT NUMBER:
04SA304601

1. AWARDING OFFICE: OA/OGM/Region IV		2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 04SA3046/01	4. AMEND. NO.:		
5. TYPE OF AWARD: SERVICE		6. TYPE OF ACTION: New	7. AWARD AUTHORITY: American Recovery and Reinvestment			
8. BUDGET PERIOD: 12/01/2009 THRU 09/29/2010		9. PROJECT PERIOD: 12/01/2009 THRU 09/29/2011		10. CAT NO.: 93709		
11. RECIPIENT ORGANIZATION: Palm Beach County, Board of County Commissioners 3323 Belvedere Road West Palm Beach FL 33406 John Koons, Board Chairperson			12. PROJECT / PROGRAM TITLE: EHS FY09 ARRA Expansion			
13. COUNTY:	14. CONGR. DIST:	15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: Janice Santiago				
16. APPROVED BUDGET:			17. AWARD COMPUTATION:			
Personnel..... \$ 280,547			A. NON-FEDERAL SHARE..... \$ 303,591 20.00 %			
Fringe Benefits..... \$ 139,490			B. FEDERAL SHARE..... \$ 1,214,364 80.00 %			
Travel..... \$ 2,354			18. FEDERAL SHARE COMPUTATION:			
Equipment..... \$ 52,000			A. TOTAL FEDERAL SHARE..... \$ 1,214,364			
Supplies..... \$ 52,295			B. UNOBLIGATED BALANCE FEDERAL SHARE..... \$			
Contractual..... \$ 495,993			C. FED. SHARE AWARDED THIS BUDGET PERIOD. \$ 1,214,364			
Facilities/Construction... \$ 144,000			19. AMOUNT AWARDED THIS ACTION: \$ 1,214,364			
Other..... \$ 47,685			20. FEDERAL \$ AWARDED THIS PROJECT PERIOD: \$ 1,214,364			
Direct Costs..... \$ 1,214,364			21. AUTHORIZED TREATMENT OF PROGRAM INCOME:			
Indirect Costs..... \$ 0			ADDITIONAL COSTS			
At % of \$			22. APPLICANT EIN: 1-596000785-A1			
In Kind Contributions.... \$ 0			23. PAYEE EIN: 1-596000785-A1			
Total Approved Budget(**)... \$ 1,214,364			24. OBJECT CLASS: 4151			
25. FINANCIAL INFORMATION: DUNS: 078470461						
ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %
OGM	04SA304601	75-9/0-1537	2010 G04R032	\$1,119,725		
OGM	04SA304601	75-9/0-1537	2010 G04R030	\$94,639		

26. REMARKS: (Continued on separate sheets)

Client Population: 60

Number of Delegates: 0.

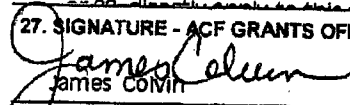
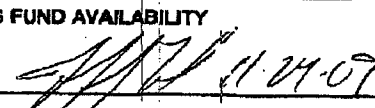
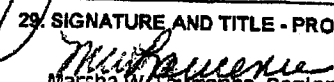
Paid by DHHS Payment Management System (PMS), see attached for payment information.

This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based

on your recipient type and the purpose of this award.

This includes requirements in Parts I and II (available at <http://www.hhs.gov/grantsnet/adminis/gpd/index.htm>) of the HHS GPS.

Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 74

27. SIGNATURE - ACF GRANTS OFFICER  James Conlin	DATE: 11/30/09	28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY Jeffrey L. Fredericks 
29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S)  Marsha W. Lawrence, Regional Program Manager	DATE: 11-23-09	

DGCM-3-785 (Rev. 86)

(SA)

FAMILY SERVICES SPECIALIST I**NATURE OF WORK**

This is responsible work assisting in the implementation of the Head Start Program Performance Standards. An employee in a position allocated to this class is responsible for (depending on area of assignment) recruitment and enrollment of children into the Head Start program. Work also involves facilitating Parent Involvement and Parent Committee meetings, making referrals, home visits and follow-up. Work is performed under the general supervision of the Center Manager, with input from the Family and Community Partnership Supervisor and is reviewed through conferences, reports and monitoring and results of services.

EXAMPLES OF WORK

- Recruits and enrolls children into Head Start.
- Documents case activities.
- Coordinates the preliminary medical screenings of children; transports children to medical and dental appointments.
- Conducts periodic home visits.
- Facilitates parent involvement at the center.
- Ensures parents are aware of available resources; makes and accepts referrals to and from other agencies.
- Maintains current and accurate records.
- Participates and conducts training for parents and staff.
- Ensures confidentiality of families' records.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Considerable knowledge of the economic, social and cultural needs/differences of the target population.
- Considerable knowledge in service delivery.
- Knowledge of available community resources.
- Some knowledge of Head Start goals and objectives.
- Ability to communicate effectively, both orally and in writing.
- Ability to organize tasks.
- Ability to work independently and within a team structure.

MINIMUM ENTRANCE REQUIREMENTS

Graduation from an accredited college or university with a BS degree in Sociology or Psychology; one(1) year experience working with the economically disadvantaged or any equivalent combination of related training and experience.

CURRICULUM SPECIALIST**NATURE OF WORK**

This is a professional position in the training of teaching personnel and development of curriculum in the Head Start program.

An employee in a position allocated to this class is responsible for administering in-service training to teaching staff. Work involves planning and conducting on-going in-service workshops in child development, as well as interacting in the classroom on a regular basis with the teaching team and evaluating activities. Work is performed under the general supervision of the Education Coordinator and is reviewed through conferences and results obtained.

EXAMPLES OF WORK

Plans and assists teaching staff with training in implementing an educational curriculum.

Works closely with Component Coordinators in arranging training sessions.

Initiates and plans in-service workshops with educational consultants.

Keeps written records of all in-service training and participants.

Demonstrates teaching techniques in the classroom.

Encourages Child Development Associates and Assistants to work as a team in developing and implementing special program needs.

Assists teaching staff in planning for home visits and/or parent conferences; reviews reports from these visits for compliance with standards.

Assists teaching staff in selecting equipment and materials, arranging rooms and establishing a consistent daily routine.

Monitors and provides feedback to teaching teams on written lesson plans and evaluations.

Provides training to prepare Child Development Associate participants for assessment.

Attends professional and educational conferences and meetings to keep abreast of educational trends and enhance knowledge and skills.

Reviews common problems and discusses matters relevant to the ongoing operations of the Head Start Centers.

Coordinates and distributes educational materials, supplies and equipment.

Performs related duties, as required.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Considerable knowledge of childhood development.

Considerable knowledge of learning processes in young children.

Considerable knowledge of classroom approaches to learning.

Ability to evaluate educational processes and procedures in the classroom.

Ability to communicate effectively orally and in writing.

Ability to establish and maintain effective working relationships with staff, parents, children, other schools and agencies.

CURRICULUM SPECIALIST - CONT'DMINIMUM ENTRANCE REQUIREMENTS

Bachelor's Degree in Elementary or Early Childhood Education and two (2) years experience in the teaching, planning and training of educational activities for young children, or curriculum development/implementation.

12/98

CHILD DEVELOPMENT ASSISTANT**NATURE OF WORK**

This is responsible Early Childhood Education development work providing services to children 0-5 years in a County child care facility.

An employee in a position allocated to this class is responsible for assisting the teacher or Head Start teacher, Child Development Associate I (CDA I) or II (CDA II) with monitoring and carrying out program activities for children enrolled in the Palm Beach County's Head Start/Early Head Start program. Work involves performing developmentally appropriate activities related to the social, physical, intellectual and emotional development of children. Work is performed under the direction of a CDA I or II and is reviewed through daily observations and evaluations of effectiveness of work.

EXAMPLES OF WORK

Assists CDA I or II in the close monitoring of children during their daily activities.

Assists children during breakfast, lunch and snack in order to foster appropriate health and nutrition habits.

Assists the teacher in planning and implementing daily lesson plans and in classroom management techniques.

Observes children daily and records child outcome data.

Prepares materials for learning centers and maintains teaching materials, equipment and classroom supplies.

Assists with supervision of children in classroom, playground, restrooms and all other activities.

Assists the teacher with daily observations of children.

Accompanies teacher on home visits and parent contacts.

Assists teach with documenting parent communication.

Serves as a bus rider as needed. Assists with the loading and unloading of children from buses.

Assists with transporting children to appointments.

Maintains accurate attendance and meal records.

Provides written documentation, assessments on children.

Attends all required meetings, workshops and training.

Works with parents and volunteers under the direction of the teacher. Recruits volunteers.

Attends and participates in staff meetings when required.

Attends Policy Council meetings as necessary.

Complies with Palm Beach County, Department of Children and Families and Department of Education rules and regulations.

Performs daily health check on children, notifies teacher of identified concerns.

Assists children with daily dental care.

Participates in monthly fire drills.

Reports suspected child abuse/neglect situations.

Performs related work as required.

CHILD DEVELOPMENT ASSISTANT - CONT'D**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

Knowledge of Early Childhood Development practices.
Knowledge of appropriate play activities for young children.
Knowledge of developmentally appropriate practices (0-5 years).
Knowledge of CPR/First Aid.
Ability to communicate both orally and in writing.
Ability to remain alert and observant at all times.
Ability to work harmoniously with other staff members.

MINIMUM ENTRANCE REQUIREMENTS

Graduation from high school or an equivalent recognized certification; must have a minimum of one (1) year experience working directly with children (0-5 years); or any equivalent combination of related training and experience. Must have 40 hours of Department of Children and Families (DCF) Child Care Certification at time of application.

NECESSARY SPECIAL REQUIREMENTS

Must obtain the National CDA (Child Development Associate) credential within six (6) months of employment and the five (5) hour Emergent Literacy training from Department of Education (DOE) within ninety (90) days of employment.

Rev. 08/2007

CHILD DEVELOPMENT ASSOCIATE I**NATURE OF WORK**

This is responsible Early Childhood Education development work providing services to children 0-5 (years) in a County child care facility.

An employee in a position allocated to this class is responsible for program activity planning and the daily supervision of children 0-5 (years). Work involves implementing activities which contribute to the social, physical, intellectual and emotional needs of group and individual children. Work also involves providing direction and technical assistance for Child Development Assistants, conducting parent conferences and home visits. Work is performed under the guidance of the Child Development Associate II or Center Manager and is reviewed through conferences and evaluations.

EXAMPLES OF WORK

Sets up indoor and outdoor play activities which develop children in their social, emotional, intellectual and physical progress.

Records observations on assessment on all children in Galileo software.

Uses child outcome data reports to strengthen teaching techniques, inputs child outcome data in Galileo software on all children.

Assists children during breakfast, lunch and snack in order to foster appropriate habits with participation of teaching staff.

Plans and implements daily lesson plans for all children.

Completes a child development plan for each child with his/her parent/guardian.

Provides individual instruction to all children.

Serves as a bus rider as needed.

Assists with the loading and unloading of children from buses.

Ensures transportation safety is included in lesson plans.

Maintains accurate attendance and meal records.

Schedules and participates in monthly fire drills.

Plans and schedules developmentally appropriate field trips.

Ensures children's portfolios include all eight child outcomes.

Recruits and supervises volunteers.

Obtains required health and parent information.

Administers developmental and behavioral screens.

Participates in all required meetings, trainings and conferences.

Provides written documentation on children's progress.

Completes pre-referral forms for Disabilities Coordinator as needed.

Works in head teacher's position class as requested.

Develops activities for parents to do with their child.

Conducts and participates in staff meetings as necessary.

Reports suspected child abuse/neglect situations.

Ensures playground equipment is maintained and cleaned daily.

Performs related work as required.

CHILD DEVELOPMENT ASSOCIATE I - CONT'D**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

Knowledge of Early Childhood Development.
Knowledge of the interests of young children 0-5 (years).
Knowledge of observation and assessment techniques.
Knowledge in the application of developmentally appropriate practices.
Knowledge of CPR/First Aid.
Knowledge of Word Perfect or Word software.
Knowledge of the policies and procedures of the Department of Children and Families child care regulations.
Knowledge of Head Start/Early Head Start.
Ability to utilize computer software programs.
Ability to remain alert and observant at all times.
Ability to work harmoniously with other staff members.
Ability to guide the work of others and to make sound decisions.
Ability to communicate both orally and in writing.

MINIMUM ENTRANCE REQUIREMENTS

Graduation from an accredited college with an Associates Degree or higher in Early Childhood Education/Child Development, or related field with eighteen (18) college credit hours in Early Childhood with one (1) year experience working directly with the care and development of young children (ages 0-5 years), or any equivalent combination or related training and experience. Must have forty (40) hours child care certification from the Department of Children and Families (DCF) and the 5 hour Emergent Literacy training from the Department of Education (DOE) at time of application.

NECESSARY SPECIAL REQUIREMENTS

Candidates with an Associates/Bachelor's Degree or higher in an unrelated field must have eighteen (18) college credit hours in Early Childhood Education/Child Development at the time of application and obtain a National CDA (Child Development Associate) credential in area of specialization within six (6) months of hire.

FISCAL SPECIALIST I**NATURE OF WORK**

This is routine bookkeeping and clerical work.

An employee in a position allocated to this class performs standard clerical, fiscal and other record-keeping duties. Work is performed under the general supervision of a higher level fiscal specialist or administrative position.

EXAMPLES OF WORK

Posts data and fiscal information into computer and/or manual ledgers.

Gathers, assembles and prepares fiscal information for processing.

Maintains the Department/Divisions fiscal records according to established accounting procedures.

Computes costs; processes purchase orders and requisitions; reviews invoices for payment, work orders and billings.

Prepares complex departmental payroll which includes calculating shift differential, tool allowance, standby pay, etc., in compliance with policies and procedures.

Balances and reconciles accounting records.

May deal with the public in person or over the phone.

Administers a petty cash fund.

Explains Department policies and procedures.

Performs related work as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of bookkeeping practices and procedures.

Knowledge of computer financial systems.

Skill in the operation of calculators, computers and other office equipment.

Ability to apply bookkeeping principles to the preparation and maintenance of routine records and reports.

Ability to communicate effectively both orally and in writing.

MINIMUM ENTRANCE REQUIREMENTS

Graduation from high school or an equivalent recognized certification; one (1) year experience in bookkeeping or related work; or any equivalent combination of related training and experience. Must have passed the appropriate test to enter the fiscal series.

CLERICAL SPECIALIST**NATURE OF WORK**

This is varied, responsible clerical work involving complex work methods and procedures.

An employee in a position allocated to this class works with considerable initiative in implementing functions or programs within a department or division. Duties require the application of specialized, in-depth knowledge of departmental operations and County rules and regulations. An employee in this class may perform data entry and limited typing, such as form completion. Work is performed under general supervision with latitude for use of independent judgment in the selection of work methods and procedures.

EXAMPLES OF WORK

Performs a wide variety of responsible clerical duties relating to assigned department.

Maintains a variety of office files and records, compiles data, prepares reports.

May act as representative of department in contacts with employees, officials, or the general public; answers complaints or questions relating to the organizational operation.

May be responsible for receipt and deposit of funds involving numerous transactions and accounts.

Operates a variety of office machines, computers, faxes and calculators.

Gathers information relevant to work assignment in order to facilitate updating/maintaining a variety of databases/files.

Prepares departmental payroll, prepares work orders and calculates costs, posts costs to ledgers.

Performs related work as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Considerable knowledge of office practices, procedures, and equipment.

Considerable knowledge of Business English, spelling, and arithmetic.

Some knowledge of record and bookkeeping practices and procedures.

Some knowledge of County ordinances, laws, and regulations.

Ability to operate standard office machines.

Ability to set up and maintain complex departmental records and prepare reports from same.

Ability to establish and maintain effective working relationships with employees and the general public.

MINIMUM ENTRANCE REQUIREMENTS

Graduation from high school or an equivalent recognized certification; one (1) year responsible experience in general office and clerical work; or any equivalent combination of related training and experience.

HEAD START TRAINING SPECIALIST

NATURE OF WORK

This is professional work in the planning, implementation and evaluation of training programs to meet the goals and objectives of the Training and Technical Assistance component for the Head Start and Early Head Start program. Work is performed under the general supervision of the Training and Technical Assistance Coordinator and is reviewed through conferences and results obtained.

EXAMPLES OF WORK

Assists in the planning and arranging of in-service, pre-service training, and other training activities for program staff.

Conducts workshops on a variety of subjects.

Facilitates as needed meetings of the Staff and Professional Development Advisory Committee.

Provides information to staff and parents seeking to further their education.

Assists the Training and Technical Assistance Coordinator with monitoring and tracking the enrollment of teaching staff in qualifying degree programs to ensure compliance with federal regulations concerning educational qualifications.

Assists in the annual training needs assessment process.

Maintains a comprehensive Head Start Resource and Training library.

Assists with the coordination and implementation of the New Employee Orientation Program.

Attends and participates in conferences, workshops, and other staff development activities.

Assists staff in the preparation of individual development plans.

Assists in the planning and coordination of the annual volunteer training and recognition event.

Performs other essential functions related to the position as assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Considerable knowledge of applicable training standards, policies, and procedures.

Considerable knowledge of Head Start and Early Head Start goals and objectives.

Considerable knowledge of Early Childhood Education, principles and practices.

Considerable proficiency in written and oral communication skills.

Considerable skill in designing and delivering training.

Knowledge of adult instructional course development, research, and practice.

Ability to plan and conduct meetings, conferences, and workshops.

Ability to present training courses to staff, parents, volunteers, and community partners.

HEAD START TRAINING SPECIALIST - CONT'DMINIMUM ENTRANCE REQUIREMENTS

Bachelor's degree in Human Resources, Education, Social Sciences or related field; and one (1) year experience assisting in coordinating training and developing programs; or any equivalent combination of related training and experience.

09/2000



Audrey R. Norman, Director
PBC Cooperative Extension Service
559 North Military Trail
West Palm Beach, Florida 33415
anorman@pbcgov.org

June 17, 2009

Department of Health and Human Services
Administration for Children and Families/Office of Head Start
American Recovery and Reinvestment Act of 2009 Early Head Start Expansion

Palm Beach County Cooperative Extension Service is a partnership of the University of Florida/Institute of Food and Agricultural Sciences and Palm Beach County government. As a long-time collaborator of Palm Beach County Head Start, we are excited to continue the positive working relationship in support of the children and families served. Additional funds made available through the American Recovery and Reinvestment Act of 2009 will help to meet the gaps indicated in a recent community assessment of children and their families in the coastal areas of Palm Beach County.

Head Start has been a strong provider of services to this community since 1975 with 1,871 Head Start and 180 Early Head Start children served in 29 centers and 4 Family Child Care homes that are geographically located throughout the county.

For many years, your Extension office has sat on the Head Start Advisory Committee and Head Start staff has reciprocated by serving on Extension Advisory Committees. Nutrition Education programs taught by Extension faculty and staff are regularly offered to Head Start children and families, as are in-service training opportunities for Head Start staff, on such topics as child care, nutrition, stress management and financial management. This investment in Head Start equals \$8,472.60 of in-kind service by Palm Beach County Cooperative Extension.

Currently Head Start, Extension and several other community organizations are working on a U.S. Department of Education – "Early Reading First" grant application to serve 301 high risk children in three rural community centers. Working together, we have submitted the pre-application and have been invited to submit the full application proposal. This effort exemplifies the strong collaborative relationship that we have had over many years and will continue to have into the future.

It is my great pleasure to support this request in support of Palm Beach County Head Start and the children and families in our community.

Sincerely,

A handwritten signature in cursive script that reads "Audrey R. Norman".

Audrey R. Norman, CFLE
Extension Director

C: Dr. Carmen A. Nicholas
Brad Merriman
Jon Van Arnam

The Foundation for The Gator Nation

An Equal Opportunity Institution



2300 High Ridge Road
Boynton Beach, FL 33426

Main 561.740.7000
Tel 800.331.1462
Fax 561.835.1956
www.cscpbcc.org

July 8, 2009

Department of Health and Human Services
Administration for Children and Families/ Office of Head Start
Funding Opportunity Title: American Recovery and Reinvestment Act of 2009 Early
Head Start Expansion

Dear Dr. Nicholas:

This letter is written in support of your application to expand the availability of comprehensive Early Head Start programs to families in Palm Beach County.

The Children's Services Council of Palm Beach County (CSC) is an independent, special district whose mission is to enhance the lives of children and families in Palm Beach County and enable them to reach their full potential. The Council's goals are that children begin life healthy, enter school ready, and thrive in quality afterschool activities.

The first years of life are critical to a child's health and social-emotional development. High quality child care is an important aspect in achieving the national goal of having all children ready for school. We believe that high-quality early care and education programs include comprehensive family services, extensive professional development for staff, and varied and frequent family engagement.

We have collaborated with your office through the provision of match funds for the past ten years, and look forward to integrating Early Head Start programs with our Healthy Beginnings System of Care and our Quality Child Care programming. We estimate that \$16,762 in services through our Quality Improvement System and \$25,000 through our Healthy Beginnings System, for a total of \$41,762, will be provided to the children served by the Palm Beach County Head Start program.

We look forward to our continued relationship with Palm Beach County Early Head Start and working together to achieve our mutual goal of improving and expanding high-quality services to at-risk families.

Sincerely,

Gaetana Ebbola
Chief Executive Officer

Expect **Success**

Florida Department of Health
Child Care Food Program
Budget for Sponsoring Organizations

Authorization Number: S - 735 Region/RPS: S / 4 Fiscal Year: 2010

Termination Date: FEID Number: 596000785202

Legal Name: HEAD START & CHILDREN SERV.

Organization Name: HEAD START & CHILDREN SERV.

Date Entered: Payment Start Date: 10/1/2009

Food Service (Operational) Costs	Annual Cost
Food Purchases:	\$440,702
Food Service Labor and Benefits:	\$415,462
Non-Contracted Purchased Services:	\$0
Non-Food Supplies:	\$26,000
Food Service Equipment:	
Transportation:	
Other (Includes Special Cost Items):	\$160
Describe: REPAIRS AND MAINTENANCE	

Total Food Service (Operational) Costs: \$882,324

Administrative Costs	Annual Cost
Administrative Salaries and Benefits:	\$62,501
Non-Contracted Purchased Services:	
Training:	
Travel:	\$675
Rent and Utilities:	\$4,500
Office Supplies:	
Other (Includes Special Cost Items):	
Describe:	

Total Administrative Costs: \$67,676

Budget Grand Total: \$950,000



**Bureau of Child Nutrition Programs
Child Care Food Program**

FY 2009-2010 CONTRACT

(Non-Pricing Program)

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the "Department," administering the United States Department of Agriculture (USDA) Child and Adult Care Food Program (CFDA# 10.558), codified in Florida at Section 383.011(1)(i), Florida Statutes, and known as the Child Care Food Program, and the organization identified as the Contractor on page 8 of this contract. This contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

THE PARTIES AGREE:

I. THE CONTRACTOR AGREES:

A. To provide services in accordance with this contract and governing state and federal law, and to comply with any state or federal rules, regulations, instructions, policies, procedures and manuals used by the Department in its administration of the Child Care Food Program (CCFP).

B. To warrant that it will accept final administrative and financial responsibility for total Child Care Food Program operations governed by this contract. The Contractor shall complete an application that shall include, but not be limited to, a list of all locations at which it will operate or sponsor the operation of the Child Care Food Program.

C. To familiarize itself with and comply with the following:

1. The terms and conditions of this contract, including Attachments 1 and 2 to this contract and all applicable rules, regulations, instructions, policies, procedures and manuals.

2. Florida Law.

This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida.

3. Federal Law.

a. All federal Child Care Food Program rules, regulations, instructions, policies, procedures and manuals used by the Department in its administration of the Child Care Food Program, including but not limited to applicable provisions of: Title 7 Code of Federal Regulations Part 226, "Child and Adult Care Food Program"; Office of Management and Budget Circular A-21, "Cost Principles for Educational Institutions"; Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; Office of Management and Budget Circular A-122, "Cost Principles for Non-Profit Organizations"; Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; USDA Food and Nutrition Service Instruction 796-2, Revision 3; Title 7 Code of Federal Regulations Part 3015, "Uniform Federal Assistance Regulations"; and Title 7 Code of Federal Regulations Part 3016, "Uniform Administrative Requirements For Grants And Cooperative Agreements To State And Local Governments"; Title 7 Code of Federal Regulations Part 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"; and Title 7 Code of Federal Regulations Part 3052, "Audits of States, Local Governments, and Non-Profit Organizations" and the following Department manuals and guides as applicable: the Procedure Manual for Sponsors of Unaffiliated Centers; the Procedure Manual for Sponsors of Day Care Homes; the Procedure Manual for Sponsors of Affiliated Centers; the Procedure Manual for Independent Child Care Centers; the Procedure Manual for Afterschool Snack Programs; the Financial Management Guide; A Guide to Crediting Foods; Feeding Infants in the Child Care Food Program; the Eligibility Guide for Child Care Centers; Catering Contract Guidance; Prospective Contractor Training for Child Care Centers; Prospective Contractor Training for the Afterschool Snack Program; Prospective Contractor Training for the Homeless Children Nutrition Program; Sponsor Oversight Responsibilities for Sponsors of Day Care Homes; Sponsor Oversight Responsibilities for Sponsors of Unaffiliated Child Care Centers; Sponsor Oversight Responsibilities for Sponsors of Afterschool Snack Programs; and Sponsor Oversight Responsibilities for Sponsors of Homeless Children Nutrition Programs. The Contractor expressly acknowledges that the remedies provided herein under federal law are to the exclusion of any potential remedies pursuant to Chapter 120, Florida Statutes.

b. This contract is to effectuate the purposes of the National School Lunch and Child Nutrition Acts, as amended. The Contractor agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and all requirements imposed by the regulations of the U.S. Department of Agriculture (Title 7 Code of Federal Regulations Part 15), the U.S. Department of Justice (Title 28 Code of Federal Regulations Parts 42 & 50), and the USDA Food and Nutrition Service directives or regulations issued pursuant to that Act and the regulations, to the effect that no person in the United States shall, on the grounds of age, sex, disability, color, race, or national origin, be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor received federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement. This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grant or donation of federal property and interest in property, the detail of federal personnel, the sale and lease of, and the permission to use federal property or interest in such property, or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the Contractor by the Department. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, food stamps, cash assistance for the purchase of food, and any other financial assistance extended in reliance on the representations and agreements made in this contract.

c. If reimbursements paid to the Contractor exceed \$100,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department. If reimbursements paid to the Contractor exceed \$100,000, the Contractor's execution of this contract shall serve as its certification that it will not and has not used Child Care Food Program funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of congress in connection with this contract pursuant to Title 31 United States Code Section 1352.

d. The Contractor shall not employ unauthorized aliens. The Department shall consider employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract by the Department.

e. The Contractor shall comply with the Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, child care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

f. By executing this contract, the Contractor agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the Civil Rights laws applicable to Food and Nutrition Service programs and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain Civil Rights compliance. If there are any violations of this assurance, the USDA Food and Nutrition Service, shall have the right to seek judicial enforcement of this contract.

D. To Maintain and Retain Records that are Subject to Inspection, Copying and Audit, and to Provide Audits, if Required.

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.

2. To retain all program related records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of three (3) years after expiration or termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until final resolution of the audit findings or any litigation relating to the audit findings or any action subject to administrative review. Any records retained, regardless of the time retained, shall be subject to inspection, copying, audit and review.

3. Upon expiration or termination of the contract and at the request of the Department, the Contractor will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I., Paragraph D.2. above. The contractor agrees to maintain the records for the requisite period, even if this contract is terminated or if the contractor has ceased operations.

4. To assure that all records shall be subject to copying, inspection, review, or audit during any hours that the Contractor is open for business, but at minimum between the hours of 8 a.m. and 5 p.m., upon presentation of photo identification. All Child Care Food Program records shall be maintained at the site at which the

Contractor provides program services or at the Contractor's sponsoring organization office, as appropriate to the type of record maintained. Employees of the Department, the United States Department of Agriculture and the Florida Department of Law Enforcement shall be provided with access to records upon presentation of identification and shall be authorized to take physical possession of any Child Care Food Program records, or equipment containing such records and any other records maintained on equipment used in the Child Care Food Program. Others requesting access shall provide identification and a letter of authorization from the Department of Health.

5. Employees of the Department, the United States Department of Agriculture and the Florida Department of Law Enforcement and federal auditors pursuant to Title 45 Code of Federal Regulations, Part 92, shall upon presentation of identification have full access to and the right to examine any of the Contractor's contracts and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. A not-for-profit organization or non-federal governmental entity that expends Federal awards, including Child Care Food Program reimbursements, of \$500,000 or more in its fiscal year, shall assure that a single or program-specific audit is conducted in accordance with the provisions of Office of Management and Budget Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards. The determination of amounts of Federal awards expended shall be in accordance with the guidelines established by Office of Management and Budget Circular A-133, as revised.

7. In connection with the audit requirements addressed in Section I, Paragraph D.6, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of Office of Management and Budget Circular A-133, as revised, and shall make all records relating to the audit, including but not limited to accountant work papers and findings, available to the Department for inspection and copying.

8. If the Contractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Office of Management and Budget Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Office of Management and Budget Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from Contractor funds obtained from other than Federal entities). All records relating to the audit, including but not limited to accountant work papers and findings shall be made available to the Department for inspection and copying.

9. Copies of audit reports for audits conducted in accordance with Office of Management and Budget Circular A-133, as revised, and required by Section I, Paragraph D.6, of this agreement shall be submitted within 30 days of receiving the auditor's report or nine months after the end of the audit period, whichever is sooner. Copies of audit reports shall be submitted by or on behalf of the Contractor directly to each of the following:

- a. Contract Administrative Monitoring Unit
Florida Department of Health
4052 Bald Cypress Way, Bin B-01
Tallahassee, FL 32399-1700
- b. Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132
- c. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), Office of Management and Budget Circular A-133, as revised.

E. Documents to be Submitted to the Department

1. In addition to any documents required to be submitted to the Department in compliance with state and federal law, the Contractor agrees to submit any receipts, invoices, documentation or other evidence that the Department in its sole discretion deems necessary to evaluate the validity of any and all claims for reimbursement submitted by the Contractor. Such requirement for documentation may also require the Contractor to submit documentation prior to payment of any claim; any claim or portion thereof that is not supported by documents requested by the Department in writing shall be disallowed.

2. All contractors shall provide any and all information requested by the Department which the Department deems necessary in its sole discretion to evaluate an application to participate in the Child Care Food Program or an application to renew its participation in the Child Care Food Program or to evaluate a contractor's performance in the Child Care Food Program, including but not limited to, documents which the Department determines are necessary to evaluate the applicant's or the contractor's financial viability, administrative capability and fiscal responsibility.

F. Departmental Approval of Contractor's Operations

1. A Contractor serving as a sponsor of any Child Care Food Program with which the contractor has no affiliation shall obtain prior written approval from the Department for all salaries and benefits funded by CCFP reimbursements. Salaries and benefits must be reasonable, prudent and necessary for the furtherance of the CCFP in addition to being in compliance with federal law. The reasonableness of salaries and benefits shall be determined by the Department after its review of the Contractor's operations or anticipated operations and shall not exceed those salaries and benefits generally made available to non-profit corporation employees and officers in the same geographical area for similar services.

2. A Contractor serving as a sponsor of any Child Care Food Program with which the contractor has no affiliation shall not employ staff or officers or directors who are related by blood or marriage without the prior written approval of the Department. Any such approval will be granted only upon written documentation of extraordinary circumstances and shall only be granted for the shortest period of time necessary to address the justifying circumstances.

3. All Contractors shall submit budgets and budget amendments that are reasonable, prudent and necessary for the furtherance of the CCFP. All budgets and budget amendments shall require prior written approval by the Department. No more than four budget amendments may be filed in any federal fiscal year unless the Contractor is able to show good cause, in the sole discretion of the Department, why additional amendments are required due to expenses that could not be reasonably anticipated and handled through the allowed number of amendments.

4. All Contractors shall comply with program meal requirements as specified by the Department. Failure to meet Department specifications, regardless of whether the requirements are more stringent than those provided by the USDA, shall subject the Contractor to disallowance of payment for the non-compliant meals or snacks and shall subject the Contractor to issuance of a notice of serious deficiency, proposed termination, refusal to renew the contract, disqualification, and/or suspension.

G. Monitoring, Compliance and Review Procedures, Administrative and Criminal Penalties

1. In addition to reviews of audits conducted in accordance with Office of Management and Budget Circular A-133, as revised, monitoring procedures by the Department may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by Office of Management and Budget Circular A-133, as revised, and/or other procedures or audits deemed necessary in the sole discretion of the Department to evaluate program operations. By entering into this agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that an audit or a limited scope audit of the Contractor is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, or the State of Florida's Comptroller or Auditor General. The Contractor also acknowledges that any monitoring or review, whether performed by the Department, the United States Department of Agriculture, the Florida Department of Law Enforcement or by another entity authorized by the Department may result in the initiation of criminal charges and that the Department will actively cooperate and assist in such criminal prosecution.

2. The Contractor agrees to permit persons authorized by the Department to inspect any records, papers, documents, facilities, and/or goods and services of the Contractor which are relevant to this contract, and/or to interview any clients and employees of the Contractor. Any such inspections or monitoring visits may be announced or unannounced and shall be made to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such evaluation, the Department will deliver to the Contractor a written report of its findings with regard to the Contractor's performance of the terms and conditions of this contract. The Contractor will correct all noted deficiencies identified by the Department within the specified period of time set forth in the Contractor's corrective action plan as agreed upon by the Department. The Contractor's failure to submit a corrective action plan acceptable to the Department within required timeframes, or failure to correct noted deficiencies, may at the sole and exclusive discretion of the Department, result in: (1) the Contractor being deemed in breach or default of this contract; (2) suspension of program participation; (3) withholding of payment to the Contractor by the Department; and (4) termination of this contract for cause. The Department shall notify the Contractor if it determines that a deficiency warrants termination or suspension of the contract and disqualification of the Contractor and/or its responsible principals or individuals and will afford the Contractor and/or its responsible principals or individuals the review procedures authorized under Title 7 Code of Federal Regulations, Part 226, which shall be the exclusive means to challenge the Department's determination.

3. Any Contractor sponsoring the Child Care Food Program shall monitor each program and ensure its compliance with the requirements of state and federal rules, regulations, policies, instructions, procedures and manuals. Contractor personnel responsible for monitoring must carry photo identification demonstrating their relationship to the sponsoring organization and present it upon request.

H. Indemnification. NOTE: This paragraph is not applicable to contracts executed between the Department and state agencies or subdivisions, as defined in Section 768.28, Florida Statutes, or between the Department and federal agencies or sovereign American Indian nations.

1. The Contractor shall be liable for and shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omission by the Contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

2. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse the Contractor's duty to defend and indemnify within seven (7) days after such notice by the Department is given by certified mail, equivalent delivery service, e-mail or facsimile transmission. Only adjudication or judgment after highest appeal is exhausted specifically finding the Contractor not liable shall excuse performance of this provision. The Contractor shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify the Contractor of a claim shall not release the Contractor of the above duty to defend.

I. Assignments and Subcontracts

1. The Contractor shall not assign the responsibility of this contract to another party. Any such assignment, transfer, or sublicense shall be null and void. The Department shall not approve any subcontract for a day care home sponsor or a sponsor of unaffiliated child care centers for Child Care Food Program management functions, including but not limited to, program financial management, eligibility review and approval, preparation and maintenance of enrollment rosters, tiering determinations, and submission of claims for reimbursement and monitoring.

2. The Contractor shall not subcontract for any of the work contemplated under this contract without prior written approval of the Department. Any subcontract otherwise occurring shall be null and void.

3. The Contractor shall be responsible for all work performed and all expenses incurred for implementing the Child Care Food Program on behalf of the Department. If the Department permits the Contractor to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, the Contractor agrees that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Department against such claims.

4. The State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor. In the event the State of Florida approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors and legal representatives of the Contractor and of any legal entity that succeeds to the obligations of the State of Florida.

J. Contractor as a Corporation

1. The Department recognizes that corporations may participate in the Child Care Food Program and that such entities are recognized under Florida law as natural persons. The Department also understands that the funds for the Child Care Food Program are funds paid by the taxpayers of the United States and therefore subject to greater oversight than if the funds were private in nature. The Department, in performing its function, is akin to a fiduciary on behalf of the taxpayers. In consideration of the foregoing, the provisions of this section shall apply to all contractors organized as corporations in which stock is not publicly traded.

2. During the term of this agreement the Contractor agrees to notify the Department of any proposed sale, transfer, other conveyance or pledge of assets. The Contractor's notice shall state the name or names of the intended purchasers, transferees or creditors and be provided to the Department in writing no less than 30 days prior to the date of such proposed change. Failure of the Contractor to provide such notice may result in the Department issuing a Notice of Serious Deficiency and Notice of Proposed Termination and disqualification of Responsible Principals and Responsible Individuals and immediate termination of this agreement. The Department shall either agree to or decline the proposed change and provide the Contractor written notification of its decision. If the Contractor chooses to pursue the proposed change after the Department declines, this contract shall terminate.

3. If more than fifty percent (50%) of the stock of the Contractor's corporation is sold, transferred, otherwise conveyed or pledged, this contract shall terminate immediately. Prior to such termination, the Contractor

and/or the prospective majority stockholders may apply to the Department for participation in the program. The Department shall receive and process such application pursuant to its established policies and procedures.

4. This agreement and the privilege of participating in the Child Care Food Program are not subject to sale, assignment, transfer, or any other form of conveyance.

K. Return of Funds

To return to the Department any overpayments due to unearned funds pursuant to the terms of this contract or applicable state or federal law, rules, regulations, instructions, policies, procedures or manuals, that are used by the Department in its administration of the Child Care Food Program. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall notify the Department by certified mail within five (5) days of such discovery. In the event that the Department first discovers an overpayment has been made, the Department will notify the Contractor by letter of such a finding. Repayment shall be made pursuant to the Department's instructions to the Contractor and shall include interest as required by federal law; such instructions may include but are not limited to a sponsor's payment to centers and a contractor's payment to the Department.

L. Disallowance of Payment for Program Meals

In the event the Department discovers, prior to payment, the Contractor's failure to comply with recordkeeping requirements pertaining to records directly supporting claims for reimbursement, the Department shall disallow payment for any meals not supported by such records. Records that support claims for reimbursement include, but are not limited to, free and reduced price meal applications, daily meal counts, menu records, enrollment records, and attendance records.

M. Independent Capacity of the Contractor

1. In performance of this contract, it is agreed between the parties that the Contractor is an independent Contractor and that the Contractor is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the Department.

2. The Contractor, its officers, agents, employees, or subcontractors in performance of this contract, shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the State of Florida. The Contractor shall not represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.

3. The Contractor, its officers, agents, employees, and its subcontractors are not entitled to state retirement benefits, state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.

4. The Contractor agrees to take such actions as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent Contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

N. Training and Security

1. The Contractor agrees to attend all meetings and training sessions required by the Department.

2. Child Care Food Program records contain information that is confidential under both Florida and federal law. The contractor agrees to maintain any and all records, documents, forms, reports, and information, in whatever form, in a secure location with access that is sufficiently limited to protect the records.

O. Non-Pricing Policy

The Contractor agrees that all children in attendance at site(s) listed on the Site Information Form(s) and/or Provider Information Form(s), are offered the same meal at no separate charge regardless of race, color, sex, age, national origin, or disability, and there is no discrimination against any child in the course of the meal service based on race, color, sex, age, national origin, or disability. The Contractor agrees to keep confidential from family day care home providers the identity of Tier I or Tier II eligible recipients and income information pertaining to individual households. The Contractor agrees to limit access to eligibility information to persons directly connected with the administration and enforcement of the Child Care Food Program.

E. Venue.

Venue for any action arising from the terms of this contract or the application of state or federal law to any dispute between the parties, including any appeal of a final order to a Florida District Court of Appeal, shall be in Leon County, Florida.

I have read the above contract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this 8 page contract and its subject attachments, Attachment 1 and Attachment 2 to be executed by their undersigned official as duly authorized.

CONTRACTOR:

S-735
(Authorization Number)
Palm Beach County
Head Start & Children Services
(Legal Name of Organization)
Head Start & Children Services
(D/B/A Name)

301 N. Olive Avenue
(Address)
West Palm Beach, Florida 33401

John F. Koons
SIGNATURE of Chairman of the Board,
President, Owner or Delegated Authority.

PRINTED NAME: John F. Koons

TITLE: Chairman

DATE: AUG 18 2009

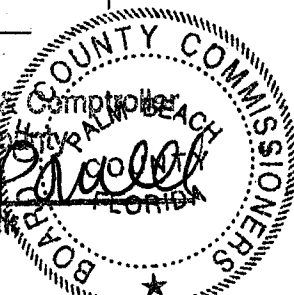
STATE OF FLORIDA
DEPARTMENT OF HEALTH:

Maria Williamson
Philip E. Reeves, Chief,
Bureau of Child Nutrition Programs

DATE: 9-11-09

R2009F1266

Sharon L. Cook, Clerk & Comptroller
Palm Beach County
By Mary Powell
Deputy Clerk



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY

II. THE DEPARTMENT AGREES:

A. To reimburse the Contractor for meals and other allowable costs as further provided in applicable rules, regulations, instructions, policies, procedures or manuals. Claims for reimbursement not filed with the Department within 60 days after the close of the month in which the claim was incurred shall be disallowed except where a claim for reimbursement has been filed late because of audit adjustments. The Department may, at its sole discretion and with any necessary approval from USDA, grant an exception to this requirement.

B. Should the Contractor violate any terms of this agreement, or any Child Care Food Program policies, instructions, procedures, or manuals, or the rules, regulations and laws governing the program, and as a result, the Department acts to withhold funds or to restrict or terminate the Contractor's participation in the program, the Contractor shall be accorded a review procedure only if required by federal law pursuant to Title 7 Code of Federal Regulations Part 226.

III. THE DEPARTMENT AND THE CONTRACTOR MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on October 1, 2009, or on the date on which the contract has been signed by both parties, whichever is later or at the discretion of the Department, pursuant to Title 7 Code of Federal Regulations Part 226.11. The contract shall expire on September 30, 2010, and may be renewed pursuant to procedures and requirements established by the Department.

B. Conditional Contract

If this contract is being entered into during a period in which the Department has notified the Contractor that it intends to terminate the Contractor's Child Care Food Program contract from a previous federal fiscal year, then the statements in this paragraph apply. The intent to terminate action also includes the Department's intent to disqualify the contractor from future participation in the Child Care Food Program. The parties are entering into this contract to assure that the Contractor is not prejudiced in its participation in the Child Care Food Program while the proposed termination and/or disqualification is being challenged. The parties intend this contract to be conditioned upon the Contractor remaining eligible to participate in the Child Care Food Program. Upon rendition of a final order upholding the Contractor's proposed termination or proposed disqualification, or both, the Contractor is ineligible under the terms of this contract, this contract will terminate without further action or notification by the Child Care Food Program and claims for goods or services provided after the rendition of the final order shall not be payable. The parties further agree that termination of the contract based upon rendition of a final order will not be stayed pending any appeal of or challenge to the final order in any forum.

C. Termination

1. **Termination at Will.** This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by facsimile transmission, email, certified mail – return receipt requested, or in person with proof of delivery.

2. **Termination Because of Lack of Funds.** In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Said notice shall be delivered by facsimile transmission, email, certified mail – return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability and adequacy of funds.

3. In the event of termination of this contract for reasons III. C. 1 or 2 above, the Contractor will be compensated for program costs lawfully incurred prior to notification of termination.

4. **Termination for Cause.** The Department may terminate this contract for cause for the Contractor's noncompliance with any provision of this contract or for any of the serious deficiencies identified, but not limited to, those in Attachment 1.

D. Enforcement

If any term or provision of the contract or of any Child Care Food Program rules, regulations, policies, procedures, instructions, or manuals is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.



Charlie Crist
Governor

Ana M. Viamonte Ros, M.D., M.P.H.
State Surgeon General

CHILD CARE FOOD PROGRAM MEMORANDUM

DATE: **OCT 06 2009**

S-735
CARMEN NICHOLAS
HEAD START & CHILDREN SERV.
3323 BELVEDERE RD. #502
W. PALM BEACH, FL 33406

TO: Sponsors of Affiliated Child Care Centers

FROM: Maria Williamson, M.S., R.D., L.D. *mw*
Manager, Policy and Program Development

SUBJECT: Contract Approval (Effective October 1, 2009 through September 30, 2010)

Enclosed please find your approved Child Care Food Program (CCFP) Contract and Budget for fiscal year 2009-2010. If you have any questions regarding the enclosed documents, please call Marlene DuBois, Lisa Gruber, or Danielle Reatherford at 850.245.4323.

If any information on your CCFP Application or Site Information Forms changes during the year, please notify the Department of Health, Bureau of Child Nutrition Programs using the CCFP Change Form, which is downloadable from our MIPS website under "common documents."

Thank you for participating in the Child Care Food Program.

Enclosures:

1. Budget
2. Signed Contract

Florida Department of Health
Child Care Food Program
Budget for Sponsoring Organizations

Authorization Number: S - 735 Region/RPS: S / 4 Fiscal Year: 2010
Termination Date: FEID Number: 596000785202
Legal Name: HEAD START & CHILDREN SERV.
Organization Name: HEAD START & CHILDREN SERV.
Date Entered: Payment Start Date: 10/1/2009

Food Service (Operational) Costs	Annual Cost
Food Purchases:	\$440,702
Food Service Labor and Benefits:	\$415,462
Non-Contracted Purchased Services:	\$0
Non-Food Supplies:	\$26,000
Food Service Equipment:	
Transportation:	
Other (Includes Special Cost Items):	\$160
Describe: REPAIRS AND MAINTENANCE	

Total Food Service (Operational) Costs: \$882,324

Administrative Costs	Annual Cost
Administrative Salaries and Benefits:	\$62,501
Non-Contracted Purchased Services:	
Training:	
Travel:	\$675
Rent and Utilities:	\$4,500
Office Supplies:	
Other (Includes Special Cost Items):	
Describe:	

Total Administrative Costs: \$67,676

Budget Grand Total: \$950,000



Bureau of Child Nutrition Programs
Child Care Food Program

R 2009F1266 AUG 18 2009
CONTRACT 2009-2010

ATTACHMENT 1

This attachment incorporates those serious deficiencies found in Title 7 Code of Federal Regulations Part 226 and provides examples of non-compliance with program requirements. Contractors who commit or engage in any serious deficiencies, including but not limited to those incorporated herein, shall be subject to termination and disqualification from the Child Care Food Program (CCFP).

1. Submission of false information to the Department

- Failure to disclose ineligible officers, directors, key employees
- Listing fictitious employees/officers/board members on an application
- Claiming tax-exempt status when denied, rescinded, etc.
- Submitting the IRS tax-exempt determination letter of a different or defunct organization
- Concealing a conviction for any activity occurring during the previous seven years that indicates a lack of business integrity
- Falsification of documentation

2. Permitting an individual on the National Disqualified List to serve in a principal capacity with the Contractor or at a site sponsored by the Contractor

3. Failure to operate the CCFP in conformance with performance standards established in Title 7 Code of Federal Regulations Part 226.6(b)(2)(vii), regarding financial viability and financial management, administrative capability, and program accountability

- Failure to ensure provision of adequate financial resources for daily program operations
- Failure to maintain adequate funds to withstand temporary interruptions in program payments and/or fiscal claims against the Contractor
- Failure to maintain an adequate number and type of qualified staff to ensure proper CCFP operations
- Failure to establish and implement internal controls and other systems to ensure fiscal accountability
- Failure of the Board of Directors to provide adequate program oversight

4. Failure to maintain adequate records

- Failure to maintain appropriate records to document compliance with CCFP requirements including budgets, approved budget amendments, and when applicable, management plans and records pertaining to facility operations
- Consistently missing/incomplete records during different reviews, complaint investigations, agreed-upon-procedures reviews, or audits
- Missing/incomplete/incorrect invoices, receipts, canceled checks, inventories resulting in false/inflated/unsubstantiated claimed costs
- Cost records not maintained according to generally accepted accounting principles resulting in false/inflated/unsubstantiated claimed costs

5. Failure to adjust meal orders to conform to variations in the number of participants

- Inflated meal counts, such as meals claimed regularly equal the number of meals ordered/planned or the number of participants on the center roster

6. Non-compliance with applicable bid procedures and contract requirements of federal child nutrition programs

- Failure to competitively procure goods and services
- Anti-competitive practices, such as collusion, kickbacks, conflicts of interest
- Inclusion of non-competitive provisions in a bid, e.g., "successful bidder for a contract to provide meals must establish a scholarship fund"

7. Claiming reimbursement for meals not served to participants

- *Claiming meals delivered or planned for as meals served to participants*
- *Claiming meals for participants not present on a given day or for a particular meal*
- *Claiming meals served to non-existent children*
- *Claiming meals served to non-enrolled children or to staff*
- *Inflating facility meal counts*
- *Claiming non-existent and non-participating facilities*
- *Claiming meals for ineligible facilities*
- *Claiming dual participating facilities*
- *Claiming the same participant for the same meal at more than one facility*

8. Claiming reimbursement for meals that do not meet CCFP requirements

9. Use of a food service management company that is in violation of health codes

10. Failure of a sponsoring organization to disburse payments to its facilities in accordance with its management plan and/or CCFP requirements

- *Checks to facilities prepared more than 5 days after receipt of reimbursement*
- *Payments sent without endorsements or otherwise incomplete*
- *Payments made for other than the full amount the facility is entitled to*
- *Payments made to a facility other than the facility that earned the payment*
- *Payments made to an entity/person other than the facility without express written permission of the facility*
- *Checks not mailed within 5 day timeframe or first business day thereafter*
- *Failure to transfer full amount of facility payments to facility bank account within 5 day time frame*
- *Failure to maintain full amount of facility payments in commingled bank account until checks clear*
- *Using provider reimbursement funds to pay provider advances*
- *Using day care home funds to pay sponsored centers or center funds to pay day care homes*
- *Retaining sponsored center funds in excess of the amount approved in the management plan*

11. History of administrative or financial mismanagement in any USDA child nutrition program

- *Sponsor left Summer Food Service Program because of a serious documented problem in its operation*
- *Failure to maintain required corrective actions*
- *Sponsor terminated for serious deficiency in one part of the CCFP (child care center for example) applies to administer a different part (day care homes for example)*

12. Claiming reimbursement for meals served by a proprietary child care center during a calendar month in which the center does not meet Title XX eligibility requirements or Free and Reduced eligibility requirements, as applicable

13. Failure by a sponsoring organization to properly classify individuals or homes in the correct reimbursement category

14. Failure of a sponsoring organization to properly exercise its oversight responsibilities

- *Failure to adequately monitor*
- *Failure to require full, permanent, and systemic corrective actions*
- *Failure to impose sanctions on centers, sites, or day care home providers when serious deficiencies are identified*
- *Failure to follow suspension, termination, disqualification and appeal procedures*

15. The fact that the Contractor or any of its principals have been declared ineligible to participate in a publicly funded program due to violating that program's requirements

16. Conviction of the Contractor or any of its principals for any activity that occurred during the past seven years and that indicates a lack of business integrity

17. The following acts or omissions are also serious deficiencies

- *Failure to make records associated with the CCFP available upon request at a reasonable time and place*
- *Failure to maintain current licensure requirements*
- *Misuse of CCFP funds*
- *Serious mismanagement (e.g. failure to monitor properly)*
- *Failure to obtain a required audit*
- *Failure to notify the Department of change in IRS status*
- *Violations of IRS regulations*
- *Failure to remit periodic payments (required by statute or regulation) to regulatory agencies (e.g. employee withholding for income taxes, social security, unemployment compensation)*
- *Failure to implement corrective action(s) within required timeframes*
- *Failure to follow-up/require and maintain corrective action for facility review findings*
- *Creating fictitious records*
- *Failure to make required repayment of program funds to the Department*
- *Failure to comply with state incorporation requirements*
- *Paying employees salaries based on the number of homes/centers recruited; paying recruitment bounties or bonuses*
- *Failure to attend training required by the Department*
- *Failure to make payment(s) to subcontractor(s) for program services rendered*

18. Failure to comply with any other financial and/or administrative requirements of Title 7 Code of Federal Regulations, Part 226 and/or failure to comply with applicable federal or Department of Health CCFP rules, regulations, policies, instructions, procedures and/or manuals



**Bureau of Child Nutrition Programs
Child Care Food Program
CONTRACT 2009-2010**

ATTACHMENT 2

**SERIOUS DEFICIENCIES, CORRECTIVE ACTION PLANS,
PROPOSED ACTIONS SUBJECT TO ADMINISTRATIVE REVIEW
AND THE NATIONAL DISQUALIFIED LIST**

All contractors are required to abide by the requirements set forth in Title 7 Code of Federal Regulations Part 226. All notices of serious deficiency, notices of proposed termination and notices of proposed suspension shall be provided by the Department to the Contractor and its executive director, owner, and/or chairman of the board of directors and responsible principals or responsible individuals, as applicable, by facsimile transmission, e-mail, certified mail or equivalent delivery service.

If the Department determines that a contractor has failed to comply with a requirement of Title 7 Code of Federal Regulations Parts 226, 3015, 3016, 3019, and/or 3052, which constitute a serious deficiency, the Department shall issue a Notice of Serious Deficiency that specifies the serious deficiency or deficiencies and provides a date certain by which the Contractor shall file a corrective action plan with the Department.

If the corrective action plan is timely filed and is acceptable to the Department, the Department will conduct an unannounced follow-up review of the Contractor. If the follow-up review establishes that the serious deficiencies noted in the Notice of Serious Deficiency appear to have been fully and permanently corrected, the Department will so notify the Contractor. If the follow-up review does not establish that the serious deficiencies have been fully and permanently corrected the Department may issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals or the Department may choose to permit additional time to file or amend a corrective action plan.

If the corrective action plan is not timely filed, the Department may take one of two actions. The Department may grant additional time to file or amend a corrective action plan. The Department may, alternatively, at its election issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals.

If the corrective action plan is not acceptable to the Department it may take one of two actions. The Department may issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals. The Department may also elect to conduct an unannounced follow-up review of the Contractor. During that review the Department shall determine if it shall grant the Contractor additional time to file or amend a corrective action plan. Alternatively, the Department may choose to proceed to issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals.

If a Notice of Serious Deficiency for the same or substantially the same serious deficiencies is issued within two calendar years of a withdrawn Notice of Serious Deficiency, the Department shall issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals since the second Notice of Serious Deficiency establishes that the previous serious deficiency was not fully and permanently corrected.

If the Department determines that a contractor has filed a false or fraudulent claim, or if the Department determines that there is an imminent threat to the health or safety of program participants, or that the contractor poses a threat to public health or safety, it may issue a Notice of Proposed Suspension and shall provide notice of the procedures for suspension review. In any such event, the Department shall propose termination and disqualification and provide notice of procedures for administrative review.

Administrative Review Rights

The Contractor is not entitled to administrative review of a Notice of Serious Deficiency. The Contractor is entitled to administrative review of other Department actions, as provided by Title 7 Code of Federal Regulations Part 226, which affect the Contractor's participation or reimbursements in the Child Care Food Program, including but not limited to proposed termination and disqualification. To obtain an administrative review, the Contractor and/or responsible principals or responsible individuals must request it in writing within 15 days of receipt of the Department's notice. The written request must be received by the Department of Health Agency Clerk, Sam Power, 4052 Bald Cypress Way, Bin No. A-02, Tallahassee, Florida 32399-1703; telephone number 850-245-4005, facsimile number 850-410-1448, within the time permitted. If no written request is submitted or if the written request is not received within 15 days of the Department's notice, then the Department's proposed action against the Contractor, responsible principals and responsible individuals shall no longer be subject to administrative review and the proposed action will become effective. The Agency Clerk will acknowledge receipt of the request for

administrative review within 10 days and, if the request was timely filed, will appoint an administrative review official. If the request for administrative review was not timely filed, the Department shall notify the Contractor, responsible principals and responsible individuals that review is no longer authorized and that the Department's proposed action has now taken effect.

If a timely written request is submitted, the Contractor, responsible principals and responsible individuals must submit documentation in opposition to the proposed Department action no later than 30 days after receipt of the Department's notice to the administrative review official. The Department may submit documentation in support of its action within 15 days of the Contractor's request for administrative review. The administrative review official will consider the Department's proposed actions based upon written submissions by the Department and the Contractor.

A hearing will be held in addition to, or in lieu of, a review of written information only if the Contractor or a responsible principal or individual requests such a hearing in the initial written request for administrative review. The administrative review official may consider any evidence that he or she determines is credible, trustworthy and would reasonably be relied upon by a prudent person in the conduct of his or her normal daily activities. Either party may be represented by counsel. If a hearing is requested, the parties may call witnesses to testify and may cross examine witnesses. Witnesses may testify by telephone and may be sworn over the telephone and may be permitted to testify in narrative form. The administrative review official will issue a decision within 60 days of the Department's receipt of a timely filed written request for administrative review which is an administrative requirement for the Department and may not be used as a basis for overturning the Department's action if a decision is not made within that specified timeframe.

The administrative review official's determination is the final administrative determination to be afforded to the institution and responsible principals and individuals.

National Disqualified List

If a contractor, responsible principals and responsible individuals do not timely request administrative review or if administrative review upholds the Department's proposed action for disqualification from the Child Care Food Program, the Contractor and/or responsible principals and responsible individuals will be placed on the National Disqualified List with the United States Department of Agriculture and will be prohibited from participating in the Child Care Food Program for a period not to exceed seven years. However, if a contractor, responsible principal or individual has failed to repay debts owed under the Child Care Food Program, they will remain on the list until the debt has been repaid.