

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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| | | | | |
|---------------------------------|-------------------------------------|-----------|--------------------------|----------------|
| Meeting Date: November 20, 2012 | <input checked="" type="checkbox"/> | Consent | <input type="checkbox"/> | Regular |
| | <input type="checkbox"/> | Ordinance | <input type="checkbox"/> | Public Hearing |

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

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Head Start/Early Head Start Contracted Services Agreements with the below-listed agencies for the period October 1, 2012, through September 30, 2013, in an amount totaling \$1,480,115 for services to Head Start and Early Head Start children and families:

- A) Family Central, Inc. will provide services for up to 56 Early Head Start children, in an amount not to exceed \$428,000; and
- B) The School Board of Palm Beach County will provide services for up to 185 Head Start children, in an amount not to exceed \$1,052,115.

Summary: The Division of Head Start has received funds from the Department of Health and Human Services to provide child care services. As a result, Head Start is contracting with the above-listed agencies to provide these services. Services will be funded with \$1,011,967 in Federal funds and \$468,148 in County funds. Sufficient funding is included in the current budget to meet County obligations. (Head Start) Countywide (TKF)

Background and Justification: There are not sufficient County facilities to accommodate all authorized slots for infants and children in the Head Start/Early Head Start program; therefore, the County enters into agreements with child care agencies to provide comprehensive Head Start/Early Head Start services.

Attachments: Two (2) Head Start/Early Head Start Contracted Services Agreements

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Recommended By: 
Department Director 10/29/12
Date

Approved By: 
Assistant County Administrator 11/8/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2013 | 2014 | 2015 | 2016 | 2017 |
|--------------------------|----------------|------|------|------|------|
| Capital Expenditures | | | | | |
| Operating Costs | 1,480,115 | | | | |
| External Revenue | (1,011,967) | | | | |
| Program Income | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | 468,148 | | | | |

| | | | | | |
|-----------------------------------------|--|--|--|--|--|
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |
|-----------------------------------------|--|--|--|--|--|

Is Item Included In Current Budget? Yes X No

Budget Account No.:

Fund 1002 Dept 147 Unit 1451/1457 Object Var. Program Code Var. Program Period GY12

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

Funding sources are \$1,011,967 from the Department of Health and Human Services and \$468,148 from Palm Beach County. Sufficient funding is included in the current budget to meet County obligations.

C. Departmental Fiscal Review:

TM
Taruna Malhotra, Director, Financial & Support Svcs

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

[Signature] 11/1/12
OFMB 10/21/12 cc 10/23/12
JK

[Signature] 11/5/12
Contract Development and Control
11-5-12 [Signature]

B. Legal Sufficiency:

[Signature] 11/7/12
Chief Assistant County Attorney

C. Other Department Review:

Department Director

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

EARLY HEAD START CONTRACTED SERVICES AGREEMENT

This Agreement is made and effective as of the _____ day of _____, 201_, by and between the parties, Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, herein referred to as the COUNTY, and Family Central, Inc., a not-for-profit corporation authorized to do business in the State of Florida whose Federal I.D. Number is 59-1487190 herein referred to as the CHILD CARE PROVIDER

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

ARTICLE 1 - SERVICES

The parties agree that this Agreement shall apply to all services provided by the CHILD CARE PROVIDER for Full Day EARLY HEAD START. Such services shall include consultative, support services and reimbursement for fourteen (14) Family Child Care Home Providers providing child development services for a maximum of 56 child-care slots within the geographical area in accordance with this Agreement for the period of October 1, 2012, through September 30, 2013. Compensation for services rendered by the CHILD CARE PROVIDER for this period shall be in accordance with Article 3 of this Agreement.

The COUNTY'S representative/liaison during the performance of this Agreement shall be Yvonne Walker, Head Start/Early Head Start, or her representative - telephone number (561) 233-1624.

The CHILD CARE PROVIDER'S representative/liaison during the performance of this Agreement shall be Sally Laws, Vice President of Program Operations for Palm Beach, telephone number (561) 514-3354.

ARTICLE 2 - SCHEDULE

The CHILD CARE PROVIDER shall commence services on October 1, 2012, and complete all services by September 30, 2013. During this period, child development and family support services shall be provided Monday thru Friday during the hours 7:00am – 5:00pm.

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

ARTICLE 3 - PAYMENTS TO CHILD CARE PROVIDER

The COUNTY shall pay to the CHILD CARE PROVIDER for providing the services hereunder up to the maximum amount of Four Hundred Twenty- Eight Thousand Dollars (428,000). Payments shall be made by the COUNTY, on a monthly basis commencing October 1, 2012, based upon invoices submitted by the CHILD CARE PROVIDER by the tenth (10th) working day of each month following the month in which services were delivered in accordance with the schedule detailed in Exhibit "B". Failure to submit monthly reimbursement requests in a manner deemed correct and acceptable by the COUNTY, by the tenth (10th) working day of each month following the month in which services were delivered shall deem the CHILD CARE PROVIDER in non-compliance with this covenant and at the option of the COUNTY, the CHILD CARE PROVIDER will forfeit its claim to any reimbursement for that specific month's payment request or the COUNTY may invoke the termination provision in this Agreement. **In the event the CHILD CARE PROVIDER fails to submit acceptable reports and other required documents,**

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

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

Prior to the 10th day of the month following the last month of services under this Agreement, the CHILD CARE PROVIDER will provide the COUNTY with a final invoice, which must be marked final in sufficient detail and with supporting documentation satisfactory to the COUNTY'S Finance Department, based on the actual costs incurred by the CHILD CARE PROVIDER in providing the services in accordance with the budget set forth in Exhibit "B" hereof. Any other charges not properly included on this final invoice are waived by the CHILD CARE PROVIDER. In the event payments previously made by the COUNTY are greater than the final total expenses, the CHILD CARE PROVIDER shall promptly repay such amount to the COUNTY.

The CHILD CARE PROVIDER is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Agreement no later than September 30 of each fiscal year. Any amounts not submitted by September 30, shall remain the COUNTY's and the COUNTY shall have no further obligation with respect to such amounts.

Payments of invoices shall be contingent on timely receipt of all required reports. Invoices received from the CHILD CARE PROVIDER pursuant to this Agreement will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with this Agreement. Approved invoices will then be sent to the Finance Department for payment.

Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the CHILD CARE PROVIDER and necessary adjustments have been approved by the COUNTY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Agreement may be terminated by the CHILD CARE PROVIDER upon sixty (60) days' prior written notice to the COUNTY'S representative in the event of substantial failure by the COUNTY to perform in

accordance with the terms of this Agreement through no fault of the CHILD CARE PROVIDER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CHILD CARE PROVIDER. Unless the CHILD CARE PROVIDER is in breach of this Agreement, the CHILD CARE PROVIDER shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CHILD CARE PROVIDER shall:

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

ARTICLE 6 - PERSONNEL

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

All of the services required herein-under shall be performed by the CHILD CARE PROVIDER or the fourteen (14) licensed Family Child Care Home Providers under subcontract with CHILD CARE PROVIDER. All CHILD CARE PROVIDER personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

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

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

The CHILD CARE PROVIDER shall provide the COUNTY with a copy of this Agreement with any SBE subcontractor or any other related documentation upon request.

The CHILD CARE PROVIDER understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Agreement as it relates to the use of SBE firms.

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

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Agreement for fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners and receipt of Federal funds designated for this purpose.

ARTICLE 10 - INSURANCE

A. CHILD CARE PROVIDER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or

acceptance of insurance maintained by CHILD CARE PROVIDER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CHILD CARE PROVIDER under this Agreement. CHILD CARE PROVIDER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages.

- B. **Commercial General Liability** CHILD CARE PROVIDER shall maintain Commercial General Liability at a limit of liability not less than \$500,000 each occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY'S Risk Management Department. CHILD CARE PROVIDER shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CHILD CARE PROVIDER shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. If the CHILD CARE PROVIDER does not own any automobiles, the Business Auto Liability requirement shall be amended allowing CHILD CARE PROVIDER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CHILD CARE PROVIDER shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CHILD CARE PROVIDER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CHILD CARE PROVIDER shall provide this coverage on a primary basis.
- E. **Professional Liability** CHILD CARE PROVIDER shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 per occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CHILD CARE PROVIDER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CHILD CARE PROVIDER shall maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, CHILD CARE PROVIDER shall purchase a SERP with a minimum reporting period not less than 3 years. CHILD CARE PROVIDER shall provide this coverage on a primary basis.
- F. **Additional Insured** CHILD CARE PROVIDER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CHILD CARE PROVIDER shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** The CHILD CARE PROVIDER hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CHILD CARE PROVIDER shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall

not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CHILD CARE PROVIDER enter into such an agreement on a pre-loss basis.

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

The CHILD CARE PROVIDER shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness.

The CHILD CARE PROVIDER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 – 2-440, as amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

PROVIDER place of business.

The CHILD CARE PROVIDER must maintain separate financial records for Head Start contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual Programs. Head Start's cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the unit rate and number of units billed.

Final Closeout Reports showing actual program expenditures must be submitted after 30 days of the close of the program period.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CHILD CARE PROVIDER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

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

Community Services Department
Division of Head Start/Early Head Start & Children's Services
50 South Military Trail, Suite 203
West Palm Beach, FL 33415

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

Two (2) bound originals of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. or nine (9) months after the close of the CHILD CARE PROVIDER'S fiscal year.

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24- PUBLIC ENTITY CRIMES

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

ARTICLE 25 - DRUG FREE WORKPLACE

The CHILD CARE PROVIDER shall implement and maintain a drug-free workplace program of at least the following items:

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

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

2. Give each employee engaged in providing the services that are under this Agreement a copy of the statement specified in number 1.

In the statement specified in number (1), notify the employees that, as a condition of

working on this Agreement services, the employee will abide by the terms of the statement and will notify the CHILD CARE PROVIDER of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

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

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

ARTICLE 26 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 27 - NOTICE

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

Yvonne Walker, Director
Division of Head Start/Early Head Start & Children's Services
50 South. Military Trail, Ste. 203
West Palm Beach, FL 33415

With copy to:

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

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

Sally Laws, Vice President of Program Operations for Palm Beach
Family Central, Inc.
3111 South Dixie Highway, Ste. 222
West Palm Beach, FL 33405

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CHILD CARE PROVIDER agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26- Modifications of Work.

ARTICLE 29 – CRIMINAL HISTORY RECORDS CHECK

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

ARTICLE 30 – REGULATIONS: LICENSING REQUIREMENTS

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

ARTICLE 31 – SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CHILD CARE PROVIDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by CHILD CARE PROVIDER, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135.

Nothing below this line

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

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____

WITNESS:

CHILD CARE PROVIDER: FAMILY
CENTRAL, INC.

Deborah Capone
Signature

Barbara A. Weinstein Ed.D.
Signature

Deborah Capone
Name (type or print)

Barbara A. Weinstein, Ed.D.
Typed Name

President/CEO
Title

REVIEWED AND APPROVED AS TO
FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Chief Assistant County Attorney

By: Chadwick
County Department Head

EXHIBIT A
Scope of Work

1.1 CHILD CARE PROVIDER agrees:

- A. To recruit and subcontract with a total of fourteen (14) licensed Family Child Care Home Providers. To provide the services outlined in Sections 1304.21, 1304.22, 1304.23, 1304, 1305, and 1306, 1306.35 of the Head Start Performance Standards in accordance with the Palm Beach County Head Start/Early Head Start Service Area Plans, the Head Start PROGRAM as defined by the U. S. Department of Health and Human Services (HHS), COUNTY rules, regulations, and as required by this **Agreement**. To operate five (5) days a week except for holidays (daily Family Child Care Home Provider hours of operation must be at least a minimum of ten contact hours per day to accommodate working parents and parents in school or training for up to a maximum of 254 days) throughout the term of this Agreement for a maximum of four (4) children birth to 36 months of age ; (up to age 47 months if an appropriate Head Start slot is not available) in each home;
- B. To subcontract with each Family Child Care Home Provider and to require the Family Child Care Home Provider to adhere to all applicable Program Performance Standards for service provisions associated with the operation of Head Start Programs by COUNTY and Contracted Services Providers promulgated by HHS Office of Human Development Services (OHDS), Administration for Children, Youth and Families (ACYF) including, but not limited to notices and instructions from the HHS Regional Office and OHDS Notices 45 CFR Part 1304; N-30-364-4; Head Start Performance Standards and the Improving Head Start for School Readiness Act of 2007, all of which are incorporated herein by reference; significant non-compliance may lead to deficiency status and termination of this Agreement and withdrawal of financial assistance [1304.3(a)(6) (i-iii)];
- C. **BACKGROUND CHECKS:** To ensure that no employee is hired without a FDLE (Florida Department of Law Enforcement), local Palm Beach County (PBC), Sheriff Department and Federal Bureau of Investigation (FBI and National background checks have been completed;
- D. To comply with Performance Standards requirements specific to 45 CFR Part 1304.52 (f) specifying that within one (1) year, of entering the Program, "Family Child Care Home Providers" caring for infants and toddlers must obtain their National Child Development Associate (CDA) credential for infants and toddlers or an equivalent credential;
- E. To assist the Family Child Care Home Providers to obtain their national accreditation status from the National Association of Family Child Care Homes and provide documentation to the COUNTY that they have obtained the accreditation;
- F. To maintain on file, copies of all licenses held by the Family Child Care Home Providers, as well as evidence of insurance coverage and shall immediately furnish copy of such written documentation to the COUNTY, upon request;
- G. To maintain on file, the list of approved substitutes, aides or volunteers for each Family

Child Care Home Provider, and assure that each Family Child Care Home Provider has one (1) such substitute available. CHILD CARE PROVIDER'S subcontract with each Family Child Care Home Provider shall allow only authorized substitutes to have unsupervised contact with the infants and toddlers in the Early Head Start program;

The authorized substitutes shall meet the requirements for a substitute contained in the United States Department of Health & Human Services Head Start Performance Standards. During the contracted Family Child Care Home Provider's absence from the infants and toddlers enrolled in the Early Head Start program, the substitute shall provide the services to the infants and toddlers in accordance with the terms and conditions of the Family Child Care Home Provider's subcontract and Head Start Performance Standards;

- H. To provide a description of services for each Family Child Care Home Provider in their subcontract to assure compliance with Head Start Performance Standards and provide one (1) copy of the subcontract for the COUNTY;
- I. To monitor, provide oversight, training and technical assistance to the Family Child Care Home Providers to provide a daily education program for infants and toddlers emphasizing the social, physical, and cognitive skills that are developmentally appropriate for infants and toddlers (1304.21);
- J. To ensure that the Family Child Care Home Providers provide breakfast, snack and lunch that meets USDA Child Care Food Program requirements and Head Start Performance Standards;
- K. To monitor and ensure through subcontract that the Family Child Care Home Providers maintain a clean, safe, and well-equipped environment (indoor/outdoor);
- L. To ensure that each Family Child Care Home Provider working exclusively with infants and toddlers has responsibility for no more than four (4) infants and toddlers [1304.52 (g)(4)];
- M. To support and monitor that Family Child Care Home Providers offer special activities selected to fully involve parents in the program (i.e. parent meetings, special events, staff/parent conferences, and scheduled home visits);
- N. To designate a qualified staff person to function in the role of providing general supervision, staff administration, and programming for the Early Head Start PROGRAM (1304.52);
- O. To make records available to the COUNTY to the extent authorized by law to support the COUNTY'S adherence to the Health Services Area Standards: including general physical examinations, vision and hearing examinations and screenings; dental examinations and appropriate follow-up care for all PROGRAM enrolled children, except those enrolled in other health care programs (1304.20);
- P. To maintain awareness of and to cooperate with the COUNTY to provide support services to all enrolled children and their families in an effort to solve any problems of

the family and assist family in becoming self-sufficient [1304.52 (d)(6)];

- Q. To cooperate with the COUNTY in coordinating volunteer activities and parent involvement activities in the PROGRAM [1304.52(d)(6)];
- R. To provide staff or consultants to perform Content Area Expert Services in compliance with Performance Standard 1304.52, specifically for Education and Early Child Development services [1304.52(d)(1)]. The Content Area Expert will provide monthly monitoring of the CHILD CARE PROVIDER'S operations. The COUNTY'S forms will be used to monitor and document outcomes/results. This information is to be submitted along with the Monthly Status Report due by the 5th of each month. The Agency must establish its own procedures for Ongoing Fiscal Monitoring and may refer to the COUNTY'S Procedures (See page 21, 1.3 A). All Quality Assurance & Service Reliability System (QA&SRS) information relating to this Agreement is to be kept in a central filing system, which contains all monthly, quarterly, and self-assessment annual monitoring. The monitoring should be sent electronically so it can be shared with the COUNTY'S Content Area Experts;
- S. To develop and maintain a Quality Assurance & Service Reliability System (QA & SRS) that provides daily, weekly, bi-weekly, monthly, quarterly and bi-annual on-going monitoring of the Family Child Care Home Providers;
- T. To assist Family Child Care Home Providers in abiding by the COUNTY'S Head Start/Early Head Start Policy Council and Health Advisory Committee mandates, rules & regulations, guidelines and recommendations to the extent such mandates, rules, regulations, guidelines and recommendations are made known to CHILD CARE PROVIDER;
- U. To provide in-service staff development training programs developed for and designed to include all Family Child Care Home Providers [1304.52(k)(1-3)];
- V. To submit any such reports as may be required by HHS directives, the COUNTY, or PROGRAM such as, but not limited to (i.e., Monthly Status Reports, Community Assessment, Self Assessment, Federal Refunding Agreement Application Report, Budget Line Item Justification, Forms SF 424), within specified time frames, as monthly reimbursements may be delayed if reports and other required documents are not submitted in a timely manner. The Self-Assessment is to be submitted no later than fifteen (15) days after being conducted, including corrective action plans; Federal Refunding Agreement Application information must be received within 7-14 days of notification pending the time given to the COUNTY by the Regional Office;
- W. To monitor and ensure that Family Child Care Home Providers prepare, maintain and retain all current files and all required documentation on all Early Head Start Children served under a subcontract to this Agreement; and permit COUNTY and HHS to inspect all records as required by HHS directives, in the manner authorized by conditions in the HHS grant or as the COUNTY deems necessary for grant purposes;
- X. To maintain confidentiality - The CHILD CARE PROVIDER shall not use or disclose any information concerning a recipient of services under this Agreement or any purpose not in

conformity with the Head Start and State Regulations (HRMS 50-1), except on written consent of the recipient or his responsible parent or guardian or when authorized by law;

- Y. To permit the COUNTY and HHS staff to monitor **at all times** and evaluate CHILD CARE PROVIDER'S activities under this Agreement, including, but not limited to, site visits and observations by the COUNTY'S and HHS's staff (also, other funding agencies as approved by the COUNTY);
- Z. To comply with all applicable laws, ordinances, and codes of federal, state and local governments;
- AA. To provide Monthly Status Reports on the enrollment in the PROGRAM and on the development, progress and accomplishments of the children in the Early Head Start PROGRAM, and to forward copies of such reports to COUNTY identified persons; Monthly Status Reports are to be submitted by the 5th day of the month. If the 5th falls on a weekend or a holiday then the report is due the day before;
- BB. In the event of termination of this Agreement, to transfer the CHILD CARE PROVIDER'S activities records to another entity designated by the COUNTY within (10) days of this Agreement termination;
- CC. To assist the COUNTY in recruiting at least 10% of the entire enrollment population to comply with 45CFR 1308.5 recruitment and enrollment of children with disabilities. At least 10% of the children recruited and enrolled in the Early Head Start PROGRAM at the Family Child Care Home Providers shall be children with disabilities;
- DD. A selection of eligible children will be maintained on the Unified Waiting List for selection and initial enrollment in the Family Child Care Home Providers as openings occur;
- EE. To attend Delegate Agency/Child Care Provider/Contracted Provider meetings, Education and other partner meetings as required. The staff person that attends the meetings must be able to make supervisory decisions for the PROGRAM;
- FF. To ensure Family Child Care Home Providers and Content Area Expert receive appropriate training to include local, state, regional and/or national conferences;
- GG. To ensure the attendance of the Content Area Expert (Education and Early Childhood Development) and Family Child Care Home Providers at all COUNTY specified in-service training, including, but not limited to, Pre-service, policy council/committee training, and performance standards training;
- HH. To prepare and submit an application for financial assistance as per ACF Agreement Application Instructions, when requested by the COUNTY;
- II. To use and comply with the COUNTY'S Service Area Plans in accordance with the Head Start Performance Standards, Federal and Local Regulations and Local Program Goals and Objectives;
- JJ. To monitor and provide training & technical assistance to Family Child Care Home

Providers to comply with staff qualification requirements as indicated in 45 C.F.R. 1306.21;

KK. To monitor and ensure that Family Child Care Home Providers are fully in compliance with the requirements for staff qualifications as outlined in Section 648A of the Head Start Reauthorization Act (as amended December 2007);

1. The CHILD CARE PROVIDER must develop and submit to the COUNTY a plan to ensure compliance with these requirements; a minimum of 100% of the Family Child Care Home Providers must have an Associate Degree in Early Childhood Education or higher as required in JJ above. A status report must be submitted to the COUNTY. This must include level of compliance, timelines for teachers still working on their degrees, progress made, and plans for obtaining/sustaining the requirements;
2. CHILD CARE PROVIDER will collect documentation from Family Child Care Home Providers to ensure progress and submit to the COUNTY. Prior to refunding Agreements or further funding, documented progress must be on file with the COUNTY; and
3. The plan should also include how 100% compliance will be maintained and the completion timelines for Family Child Care Home Providers still working on obtaining their Associate Degrees in Early Childhood;

LL. To report by telephone all unusual incidents that involve any Early Head Start children in the Family Child Care Home. This includes incidents occurring in contracted facilities or on approved trips away from the facility. Incidents must be reported to the Director of Head Start/Early Head Start and Children's Services within one hour of learning of the incident. A written report shall follow the verbal report to the Head Start Director;

MM. To comply with Florida's State Law regarding reporting of suspected child abuse and neglect;

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

A copy of the written report submitted to the Department of Children and Families must be forwarded immediately to the Director of Head Start/Early Head Start and Children Services;

The CHILD CARE PROVIDER must ensure that agency staff and Family Child Care Home Providers participate and complete training on child abuse and neglect that includes information on current laws and reporting procedures. Documentation of staff attendance and completion of such training must be forwarded to the Director of Head Start/Early Head Start and Children's Services;

The CHILD CARE PROVIDER agrees to follow the above procedures in all instances of suspected child abuse and neglect, including suspected abuse committed by a staff person;

- NN. To monitor the Early Childhood Education service area of the Family Child Care Home Provider including, but not limited to, the Family Child Care Environment Rating Scale, Health Department Inspections, and National Association for Family Child Care (NAFCC) criteria, to assure that high quality services are provided to the infants, toddlers and families by providing feedback, verbally and in writing, to the Family Child Care Home Provider ;
- OO. To provide support, training, and technical assistance to the Family Child Care Home Providers pertaining to infant and toddler developmentally appropriate activities, environments, and practices;
- PP. To assure that the Family Child Care Home Providers conduct the Brigance Infant Toddler Developmental Screen DECA I/T; Ages and Stages; Temperament Scale for Children;
- QQ. To assist in the development of individual lesson plans using the Ages & Stages, Brigance, DECA I/T, Temperament Scale input from parents and consultants, and case staffing;
- RR. CHILD CARE PROVIDER with the COUNTY will develop Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA) policy and procedures;
- SS. To notify the COUNTY of any Family Child Care Home Provider's license that is being revoked or suspended;
- TT. To immediately notify the COUNTY, in writing, of any Family Child Care Home Provider whose subcontract is terminated and provide an action plan for recruiting and timeline for replacement of such home, including transition activities for the enrolled infants, toddlers and their families;
- UU. To ensure that the Family Child Care Home Providers and Content Area Expert attend a minimum of 15 hours of Early Head Start related in-service trainings and conferences;
- VV. To assist and ensure that Family Child Care Home Providers conduct all assessments for children as mandated by HHS/office of Head Start and/or the COUNTY;
- WW. That the COUNTY shall be promptly reimbursed for any funds which are misused, misspent or are for any reason deemed to have been spent on ineligible expenses;
- XX. To use the ChildPlus.net which is a comprehensive management software package designed for use by Head Start/Early Head Start and other community agencies. It is designed to meet the reporting and tracking needs of the Head Start program. The objective is to establish a dynamic and cohesive management system that support continuous improvement and foster commitment to providing the highest level of

services to children and families in accordance with legislation, regulations and policies [1304.51(f)(g)];

- YY. The CHILD CARE PROVIDER is required to record their attendance in the ChildPlus.net system **monthly** and these records are to match the parent sign-in/out logs. In the event the attendance falls below 85%, the CHILD CARE PROVIDER will complete the COUNTY Form and attach it to the Report 2310;
- ZZ. To submit ChildPlus.net Report 2310 verified and certified by the Family Services Specialist (FSS) on a monthly basis **with the monthly reimbursement.**

1.2 PALM BEACH COUNTY HEAD START/ EARLY HEAD START & CHILDREN'S SERVICES ADMINISTRATIVE PROCEDURES: PROGRAM YEAR 2012-2013

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

- A. Submit Family Child Care Home Providers and consultant(s) rosters with titles, degrees/certifications, locations, dates of hire, and approval dates by October 1, 2012. Revised copies must be submitted with the Monthly Reimbursement package, and Monthly Status Report, when changes occur. The roster must include all staff paid any portion of their salary by Early Head Start.
- B. Submit evidence of adequate mechanisms for staff supervision and supportive organizational charts.
- C. Submit proof, when requested, that the required child care staff/child ratio is adhered to at all times.
- D. Submit a roster of Board of Directors with titles, addresses and telephone numbers by October 1, 2012. Provide an updated version with the Monthly Reimbursement package, and Monthly Status Report when changes occur. NOTE: Head Start/Early Head Start employees cannot serve on the CHILD CARE PROVIDER'S Board of Directors.
- E. Submit copies of By-Laws for the Board of Directors by October 1, 2012.
- F. Cooperate with the COUNTY to submit a Policy Council Representative and Alternate with addresses, and telephone numbers by October 1, 2012. Provide an updated version with the Monthly Reimbursement package and Monthly Status Report, when changes occur.
- G. Notify the COUNTY of vacated positions who are part of this Agreement, along with the name of the staff who vacated the position, and reason and date the vacancy occurred.
- H. Submit resumes and educational credentials for Family Child Care Home Providers and CHILD CARE PROVIDER staff hired in positions and any portion of their salary is paid by the Early Head Start Program under this Agreement.
- I. Families must meet the income criteria, using the current HHS Income Guidelines and Early Head Start definition of income, unless the child has a diagnosed disability.

Children with families with the lowest income will be given priority.

- J. **Submit Cost Allocation Plans along with all copies of the signed Agreement.**
- K. To submit an Agency Accounting System Certification signed by a Certified Public Accountant that the Accounting System meets the requirements of 45 CFR Part 1301.13 and that it has appropriate internal controls for safeguarding assets, checking the accuracy and reliability of accounting data and promoting operating efficiency.
- L. The Accounting and Financial Reporting System must capture the Federal and Non-Federal costs as required by 45 CFR 74.21(b)(2).

1.3 The COUNTY agrees:

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

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

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

Monitoring Child Care Providers will be conducted by the COUNTY'S Quality Assurances (QA) Teams based on requirements of a Delegate's/Provider's Corrective Action Improvement Plan;

The Child Care Provider programs and activities will be monitored quarterly. A report of the findings will be generated and made available in a timely manner; Fiscal monitoring will be performed according to the COUNTY'S Fiscal Procedures for Ongoing Monitoring and according to the Improving Head Start for School Readiness Act of 2007.

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

accordance with Article #3 - PAYMENTS TO CHILD CARE PROVIDER.

- D. COUNTY staff will perform quarterly random attendance checks to verify and certify attendance using the ChildPlus.net applicable, related reports and the daily parent sign-in/out sheets.
- E. In conditions when the monthly average daily attendance rate is below 85% the daily rate per child will be applied along with the following:

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

- 1. Child or other family members illness must be documented with a doctor's note (severe medical conditions with a doctor's note that identifies days absent);
- 2. Transportation problems (car breaks down and family is unable to obtain other means of transportation);
- 3. Family emergencies/vacation (extensive travel to native country; other state/city for death or illness in family);
- 4. Crisis situation at home (mother on maternity leave and keeps child home or death in family locally);

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

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

Documentation should not be submitted with the monthly reimbursements, but maintained by the Family Services Specialist (FSS).

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

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

CHILD CARE PROVIDER will be paid at the daily rate set forth above for up to three (3) days for annual Pre-Service Training provided all staff is in attendance. It is mandatory that all Head Start and Early Head Start staff of all CHILD CARE PROVIDERS attend the **Pre-Service Training! To verify staff attendance, the CHILD CARE PROVIDER will submit a written and signed memo with the names of the staff who attended training.**

The CHILD CARE PROVIDER will be allowed up to three (3) **Early Release Days** during this agreement period to be used for planning and in-service training. The CHILD CARE PROVIDER will inform the COUNTY which days are designated for Early Release.

- F. To assist families with children over 36 months (who are currently enrolled with a Family Child Care Home Provider) to determine eligibility for enrollment in the local Head Start Center.
- G. The Early Head Start Supervisor will ensure that a minimum of one on-site visit or more frequently as needed, will be conducted by all COUNTY Early Head Start Service Area Content Area Experts to each of the fourteen (14) Family Child Care Home Providers. Other technical assistance will be provided on request.
- H. To adhere to the Health Services Area Standards: including general physical examinations, vision, hearing and dental screenings and appropriate follow-up care for all PROGRAM children enrolled in other health care programs (1304.20).
- I. To provide support services to enrolled children and their families in an effort to solve any problems of the family and assist family in becoming self-sufficient [1304.52(d)(5)].
- J. To coordinate volunteer activities and parent involvement activities, including but not limited to parent meetings, transition and male involvement activities for the Early Head Start families [1304.52(D)(6)].
- K. To provide staff or consultants to perform Content Area Expert services in compliance with Performance Standard 1304.52, specifically Health 1304.52(d)(2), Nutrition 1304.52(d)(3), Mental Health 1304.52(d)(4), Family Community Partnership 1304.52(d)(5), Parent Involvement 1304.52(d)(6) and Disability 1304.52(d)(7).
- L. To provide in-service staff development training programs developed for and designed to include all EARLY HEAD START CHILD CARE PROVIDER staff [1304.52(k)(1-3)].
- M. To submit reports as required by HHS directives, the COUNTY or HEAD START/EARLY HEAD START PROGRAM (i.e. Monthly Reports, PIR, Community Assessment, Self Assessment), within specified time frames.
- N. Maintain contracts/agreements with Health Services Providers and/or other Consultant(s).

- O. To employ a Family Services Specialist to provide services and coordinate/oversee the Family and Community Partnership, Eligibility, Recruitment Selection, Enrollment and Attendance (ERSEA) and Health/Disabilities Service Areas. Health includes medical, dental, mental health and nutrition.

Nothing below this line

EXHIBIT "B"

SCHEDULE FOR PAYMENT AND BUDGET DATA FOR REIMBURSABLE EXPENSES ONLY
FOR THIS AGREEMENT WITH: FAMILY CENTRAL, INC.

BUDGET DATA

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

| <u>COST CATEGORY</u> | <u>AUTHORIZED AMOUNT</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| To provide Early Head Start services for a maximum of 56 children and their families for a maximum of 254 days at a rate of \$30.09 per child/per day for infants and toddlers for a total of | \$428,000.16 |
| MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT | \$428,000 |

In the event enrollment at the CHILD CARE PROVIDER'S site(s) is less than 56 children and families, the maximum amount authorized per month will be determined by multiplying the total number of children enrolled per day X the per child daily rate.

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

| | |
|--------------------------------------------------------|------------------|
| U.S. Department of Health and Human Services (Federal) | \$289,585 |
| Palm Beach County (Non-Federal Match) | \$ 72,375 |
| Palm Beach County (Non-Federal Over Match) | <u>\$ 66,040</u> |
| TOTAL | \$428,000 |

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

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

Nothing below this line

EXHIBIT B
SCHEDULE FOR PAYMENT (Continued)

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

(A) The CHILD CARE PROVIDER will be reimbursed for the full month care days and children as stated above in Exhibit B. **The COUNTY will be responsible for enrollment.** The CHILD CARE PROVIDER will not be penalized in the event of under enrollment. A child is considered enrolled (slot filled) up to 30 calendar days after officially terminated and the slot is not filled by another eligible child.

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

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

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

Nothing below this line

HEAD START CONTRACTED SERVICES AGREEMENT

This Agreement is made and effective as of the _____ day of _____, 201_, by and between the parties, Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, herein referred to as the COUNTY, and The School Board of Palm Beach County (Sub recipient), a corporate body politic pursuant to the constitution of the State of Florida" herein referred to as the CONTRACT PROVIDER.

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

ARTICLE 1 - SERVICES

The parties agree that this Agreement shall apply to all services provided by the CONTRACT PROVIDER for Full Day HEAD START services for a maximum of 185 children and families at Village Academy within its assigned area in accordance with this Agreement at its facility for the period of October 1, 2012, through September 30, 2013. Compensation for services rendered by the CONTRACT PROVIDER for this period shall be in accordance with Article 3 of this Agreement.

The COUNTY'S representative/liaison during the performance of this Agreement shall be Yvonne R. Walker, Division Director, Head Start/Early Head Start & Children Services or her representative - telephone number (561) 233-1624.

The CONTRACT PROVIDER'S representatives/liaisons during the performance of this Agreement shall be Guarn Sims, Principal, Village Academy- telephone number (561) 243-6100, and Mary J. Steele, Director, Department of Early Childhood Education, School District of Palm Beach County- telephone number (561) 969-5884.

ARTICLE 2 - SCHEDULE

The CONTRACT PROVIDER shall commence services on October 1, 2012, and complete all services by September 30, 2013. During this period, child development and family support services shall be provided Monday thru Friday during the hours 7:30am – 5:30pm.

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

ARTICLE 3 - PAYMENTS TO CONTRACT PROVIDER

The COUNTY shall pay to the CONTRACT PROVIDER for providing the services hereunder up to the maximum amount of One Million, Fifty-Two Thousand, One Hundred Fifteen Dollars (\$1,052,115). Payments shall be made by the COUNTY, on a monthly basis commencing October 1, 2012, based upon invoices submitted by the CONTRACT PROVIDER by the tenth (10th) working day of each month following the month in which services were delivered in accordance with the schedule detailed in Exhibit "B". Failure to submit monthly reimbursement requests in a manner deemed correct and acceptable by the COUNTY, by the tenth (10th) working day of each month following the month in which services were delivered shall deem the CONTRACT PROVIDER in non-compliance with this covenant and at the option of the COUNTY, the CONTRACT PROVIDER will forfeit its claim to any reimbursement for that specific month's payment request or the COUNTY may invoke the termination provision in this Agreement. **In the event the CONTRACT PROVIDER fails to submit acceptable reports and other required documents, monthly payments will be delayed. The COUNTY Finance Department will normally process invoices within thirty working days once it has been deemed correct and acceptable.** Any travel, per diem, mileage, meals or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

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

Prior to the 10th day of the month following the last month of services under this Agreement, the CONTRACT PROVIDER will provide the COUNTY with a final invoice, which must be marked final in sufficient detail and with supporting documentation satisfactory to the COUNTY'S Finance Department, based

on the actual costs incurred by the CONTRACT PROVIDER in providing the services in accordance with the budget set forth in Exhibit "B" hereof. Any other charges not properly included on this final invoice are waived by the CONTRACT PROVIDER. In the event payments previously made by the COUNTY are greater than the final total expenses, the CONTRACT PROVIDER shall promptly repay such amount to the COUNTY.

The CONTRACT PROVIDER is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Agreement no later than September 30 of each fiscal year. Any amounts not submitted by September 30, shall remain the COUNTY's and the COUNTY shall have no further obligation with respect to such amounts.

Payments of invoices shall be contingent on timely receipt of all required reports. Invoices received from the CONTRACT PROVIDER pursuant to this Agreement will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment.

Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the CONTRACT PROVIDER and necessary adjustments have been approved by the COUNTY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Agreement may be terminated by the CONTRACT PROVIDER upon sixty (60) days' prior written notice to the COUNTY'S representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the CONTRACT PROVIDER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONTRACT PROVIDER. Unless the CONTRACT PROVIDER is in breach of this Agreement, the CONTRACT PROVIDER shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACT PROVIDER shall:

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

ARTICLE 6 - PERSONNEL

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

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

Any changes or substitutions in the CONTRACT PROVIDER'S key personnel, as may be listed in Exhibit

"A", must be made known to the COUNTY'S representative, Yvonne R. Walker, Director, Head Start /Early Head Start and Children's Services OR her designee; and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective. The CONTRACT PROVIDER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

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

ARTICLE 7 - SUBCONTRACTING

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Agreement for fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners and receipt of Federal funds designated for this purpose.

ARTICLE 10 - INSURANCE

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, Florida Statutes, the CONTRACT PROVIDER reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of \$200,000 Per Person and \$300,000 per occurrence; or such monetary waiver limits that may change and be set forth by the Florida legislature.

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

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

The CONTRACT PROVIDER agrees to provide a statement, or Certificate of Insurance, evidencing insurance of self-insurance for the above required coverage.

The CONTRACT PROVIDER agrees its self-insurance or insurance shall be primary with respects to any coverage afforded to or maintained by the COUNTY with respect to any injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the CONTRACT PROVIDER while acting within the scope of the employee's office or employment with the CONTRACT PROVIDER.

Compliance with the foregoing insurance requirements shall not relieve the CONTRACT PROVIDER of its liability and obligations under the Contracted Services Agreement.

ARTICLE 11 - INDEMNIFICATION

Each party acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for

monetary damages up to the limits set forth in statute for death, personal injury or damage caused by the negligent acts or omission of any employee acting within the scope of the employee's office or employment.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

The CONTRACT PROVIDER shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness.

The CONTRACT PROVIDER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The CONTRACT PROVIDER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination

of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACT PROVIDER place of business.

The CONTRACT PROVIDER must maintain separate financial records for Head Start agreement funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual Programs. Head Start's cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the unit rate and number of units billed.

Final Closeout Reports showing actual program expenditures must be submitted after 30 days of the close of the program period.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONTRACT PROVIDER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

To submit a copy of the Annual A-133 Single Audit.

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

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

Yvonne R. Walker
Community Services Department
Director, Division of Head Start/Early Head Start & Children's Services
50 South Military Trail, Suite 203
West Palm Beach, FL 33415

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

Two (2) bound originals of the audit are due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. or nine (9) months after the close of the CONTRACT PROVIDER'S fiscal year.

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24- PUBLIC ENTITY CRIMES

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

ARTICLE 25 - DRUG FREE WORKPLACE

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

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

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

2. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in number 1.

In the statement specified in number (1), notify the employees that, as a condition of on the Agreement services, the employee will abide by the terms of the statement and will notify the CONTRACT PROVIDER of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

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

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

ARTICLE 26 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 27 - NOTICE

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

Yvonne R. Walker
Director, Division of Head Start/Early Head Start & Children Services

50 South Military Trail, Ste. 203
West Palm Beach, FL 33415

With copy to:
Palm Beach County Attorney's Office
301 North Olive Avenue
West Palm Beach, Florida 33401

If sent to the CONTRACT PROVIDER, notices shall be addressed to:

Mary J. Steele, Director
Department of Early Childhood Education
School District of Palm Beach County
3300 Forest Hill Blvd., Suite C-143
West Palm Beach, FL 33406

With copy to:

Guarn Sims, Principal
Village Academy
400 S.W. 12th Avenue
Delray Beach, Florida 33444

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACT PROVIDER agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26-Modifications of Work.

ARTICLE 29 – CRIMINAL HISTORY RECORDS CHECK

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

ARTICLE 30 – REGULATIONS: LICENSING REQUIREMENTS

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

ARTICLE 31 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 32 – SCHOOL DISTRICT INSPECTOR GENERAL

The COUNTY shall retain all records, documents, information, data, computer hard drives, e-mails, or instant messages relating to or created as a result of the Contracted Services Agreement for the longer of: (1) five years after the expiration or termination of the Contracted Services Agreement, (2) after the resolution or conclusion of an audit or litigation relating to the awarded Contracted Services Agreement, or (3) the period required by the Palm Beach County School District's Records Retention Schedule compiled from the State of Florida General Records Schedules and District-specific record series and approved by the Florida Department of State (available at <http://www.palmbeachschools.org/records/documents/RecordsRetentionSchedule.pdf>), which may be amended from time to time. The COUNTY has an ongoing obligation to monitor the retention schedule applicable to all records relating to or created as a result of the Contracted Services Agreement. The COUNTY agrees and understand that the School District's Office of Inspector General shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, e-mails, instant messages, facilities or other assets owned, borrowed, or used by the CONTRACT PROVIDER and/or COUNTY with regard to the Contracted Services Agreement. COUNTY employees, vendors, officers, and agents shall furnish the School District's Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the Inspector General in locating assets and obtaining records and documents as needed for an investigation or audit relating to the Contracted Services Agreement. Furthermore, COUNTY understands, acknowledges and agrees to abide by School Board Policy 1.092(4)(d).

Nothing below this line

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

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____

WITNESS:

CONTRACT PROVIDER: THE
SCHOOL BOARD OF PALM BEACH
COUNTY

Wanda Morelli
Signature

Frank A. Barbieri, Jr.
Signature

Wanda Morelli
Name (type or print)

Frank A. Barbieri, Jr.
Typed Name

Chairman
Title

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Chief Assistant County Attorney

By: [Signature]
County Department Head

Approved As To Form
And Legal Sufficiency
[Signature]
For Kalitha Dillard
9/4/12

EXHIBIT A
Scope of Work

1.1 CONTRACT PROVIDER agrees:

- A. To provide the services as defined by the U.S. Department of Health and Human Services (DHHS) and as outlined in Head Start Program Standards and other regulations 45 CFR parts 1301, 1302, 1303, 1304, Subpart D Program Design and Management and Guidances 1305, 1306, 1308 and 1309 with specific emphasis on Sections 1304.20, 1304.21, 1304.22, 1304.23, 1304.24, and 1304.40 of the Head Start Performance Standards and in accordance with Head Start/ Early Head Start Service Area Plans, COUNTY rules, regulations, and as required by the Head Start or Early Head Start Agreement. To operate five (5) days a week (daily center hours of operation should be at least a minimum of ten contact hours per day to accommodate working parents and parents in school or training for a maximum of 180 days) throughout the term of this Agreement for a maximum of 185 preschool children (ages 3 and 4);
- B. To adhere to all applicable Program Performance Standards for service provisions associated with the operation of Head Start Programs by COUNTY and Agencies promulgated by the DHHS, Administration for Children and Families (ACF) including, but not limited to notices and instructions from the DHHS Regional Office 45 CFR Part 1304, Head Start Performance Standards and the Improving Head Start for School Readiness Act of 2007, all of which are incorporated herein by reference; significant non-compliance may lead to deficiency status and termination of CONTRACT PROVIDER Agreement and withdrawal of financial assistance [1304.3(a)(6) (i-iii)];
- C. **BACKGROUND CHECKS:** To ensure that no employee is hired without a Florida Department of Law Enforcement (FDLE), local Palm Beach County (PBC), Sheriff Department and Federal Bureau of Investigation (FBI). National background checks have been completed.
- D. **CHILD SAFETY:** To adhere to the Federal mandate that no less than two staff persons must be with child/children at all times.
- E. Provide a daily education program for preschool children emphasizing the social/emotional, literacy, physical, and cognitive skills that are developmentally appropriate for preschool age children (1304.21);
- F. To provide breakfast, snack and lunch that meets USDA Child Care Food Program requirements and Head Start Performance Standards;
- G. Maintain a clean, safe, and well equipped environment (indoor/outdoor);
- H. To provide the number of teaching staff specified in the Improving Head Start for School Readiness Act of 2007; and as are needed to teach and supervise the program enrolled children [1304.52(g)(1)];
- I. To designate a qualified staff person to provide general supervision, staff administration, and programming for the Head Start PROGRAM (1304.52);
- J. To adhere to the Health Services Area Performance Standards: including general physical appropriate follow-up care for all PROGRAM enrolled children except those enrolled in other health care programs (1304.20);
- K. To provide support services to enrolled children and their families in an effort to solve any problems of the family and assist family in becoming self-sufficient [1304.52 (d)(5) and (6)];
- L. To cooperate with the county program in coordinating volunteer activities and parent involvement activities in the program [1304.52 (d)(6)];
- M. To develop and maintain the management systems specified in the Head Start Performance

Standards;

- N. To provide staff or consultants to perform **Content Area Expert Services** in compliance with Performance Standards 1304.52, specifically for Education 1304.52(d)(1), , Health 1304.52(d)(2), Nutrition 1304.52(d)(3), Mental Health 1304.52(d)(4), Family and Community Partnerships 1304.52(d)(5), Parent Involvement 1304.52(d)(6), Disabilities 1304.52(d)(7) and qualified Fiscal Officer 1304.52(d)(8); The **Content Area Experts** will provide monthly monitoring of the CONTRACT PROVIDER operations. The COUNTY'S forms will be used to monitor and document outcomes/results. This information is to be submitted along with the Monthly Status Report due by the 5th of each month. The Agency must establish its own procedures for ongoing fiscal monitoring and may refer to the COUNTY'S procedures, See Page 19 1.3 A.
- O. To abide by the COUNTY'S Head Start/Early Head Start Policy Council and Health Advisory Committee mandates, rules & regulations, guidelines and recommendations;
- P. To provide in-service staff development training programs developed for and designed to include all CONTRACT PROVIDER staff [1304.52(k)(1-3)];
- Q. To submit any such reports as may be required by DHHS directives, the COUNTY, or program such as, but not limited to (i.e., Monthly Status Reports, PIR, Community Assessment, Self Assessment, Federal Refunding Agreement Application Report, Budget Line Item Justification, Final Closeout Report, Form SF 424 A), within specified time frames, as monthly reimbursements may be delayed if reports and other required documents are not submitted in a timely manner. The Self-Assessment is to be submitted no later than fifteen (15) days after being conducted, including corrective action and/or improvement plans; Federal Refunding Agreement Application information must be received within 7-14 days of notification pending the time given to the COUNTY by the Regional Office;
- R. To prepare, retain, and permit COUNTY and DHHS to inspect all records as required by DHHS directives, in the manner authorized by conditions in the DHHS grant or as the COUNTY deems necessary for grant purposes;
- S. Confidentiality - The CONTRACT PROVIDER shall not use or disclose any information concerning a recipient of services under this Agreement or any purpose not in conformity with the Head Start and State Regulations (HRMS 50-1), except on written consent of the recipient or his responsible parent or guardian or when authorized by law. Both parties must comply with obligations relating to compliance with student records, confidentiality laws. By signing this Agreement, both parties acknowledge and agree to comply with the Family Educational Rights and Privacy Acts (FERPA) and all state and federal laws relating to this confidentiality of student records;
- R. To permit the COUNTY and DHHS staff to monitor **at all times** and evaluate CONTRACT PROVIDER'S activities, including, but not limited to, site visits and observations by the COUNTY'S and DHHS's staff (also, other funding agencies as approved by the COUNTY);
- T. To comply with all applicable laws, ordinances, and codes of federal, state and local governments;
- U. To provide Monthly Status Reports on the enrollment in the program and on the development, progress and accomplishments of the children in the Head Start program, and to forward copies of such reports to COUNTY identified persons; Monthly Status Reports are to be submitted by the 5th day of the month. If the 5th falls on a weekend or a holiday then the report is due the day before;
- V. In the event of termination of this Agreement, to transfer the CONTRACT PROVIDER'S activities records to another entity designated by the COUNTY, and the program within (10) days of the Agreement termination;
- W. At least ten (10) percent of the children recruited and enrolled in the Head Start program operated by the CONTRACT PROVIDER shall be disabled. The CONTRACT PROVIDER

shall comply with 45 CFR1308.5 recruitment and enrollment of children with disabilities;

- X. To ensure that the staff person who provides general supervision, staff administration and programming for the Early Head Start program attends the scheduled monthly Contracted Provider meetings, Education and other partner meetings as required;
- Y. To ensure staff receives appropriate training to include local, state, regional and/or national conferences. Staff who attend training should come back and train others on the service area;
- Z. To ensure the attendance of the CONTRACT PROVIDER'S content area designated staff at all COUNTY specified in-service training, including, but not limited to, pre-service, policy council/committee training, and performance standards training;
- AA. To prepare and submit an application for financial assistance as per ACF Agreement Application Instructions, when requested by the COUNTY;
- BB. To use and comply with the COUNTY'S Service Area Plans and/or any necessary modifications as in accordance with the Head Start Performance Standards, Federal and Local Regulations and Local Program Goals and Objectives;
- CC. The CONTRACT PROVIDER must maintain staffing patterns as indicated in [1306.21];
- DD. The CONTRACT PROVIDER must ensure that their PROGRAM is fully in compliance with the requirements for staff qualifications as outlined in Section 648A of the Head Start Reauthorization Act (as amended October 1998);
 - 1. The CONTRACT PROVIDER must develop and submit to the COUNTY program a plan to ensure compliance with these requirements; a minimum of 50% for teaching staff must have an Associate Degree in Early Childhood Education or higher. A status report must be submitted to the COUNTY. This must include level of compliance, timelines for teachers still working on their degrees, progress made, and plans for obtaining/sustaining the requirements;
 - 2. Prior to refunding Agreements or further funding, documented progress must be on file with the COUNTY;
 - 3. The plan should also include how at least the 50% will be maintained and the completion timelines for teachers still working on obtaining their Associate Degrees in Early Childhood;
- EE. The CONTRACT PROVIDER shall report by telephone all unusual incidents that involve any Head Start children in the center immediately and incidents that involve other children within 24 hours. This includes incidents occurring in contracted facilities or on approved trip away from the facility. Incidents must be reported to the Director of Head Start/Early Head Start and Children's Services within one hour of learning of the incident. A written report shall follow the verbal report to the Head Start Director;
- FF. To comply with Florida's State Law regarding reporting of suspected child abuse and neglect.

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

A copy of the written report submitted to the Department of Children and Families must be forwarded immediately to the Director of Head Start/Early Head Start and Children Services.

CONTRACT PROVIDER must ensure that agency staff participate and complete training on child abuse and neglect that includes information on current laws and reporting procedures.

Documentation of staff attendance and completion of such training must be forwarded to the Director of Head Start/Early Head Start and Children's Services.

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

- GG. To use the Childplus Data Engine, which is a comprehensive management software package designed for use by Head Start/Early Head Start, and other community agencies. It is designed to meet the reporting and tracking needs of the Head Start Program. The objective is to establish a dynamic and cohesive management system that supports continuous improvement and foster commitment to providing the highest level of services to children and families in accordance with legislation, regulations, and policies [1304.51 (f)(g)].
- HH. To utilize the Galileo on-line software program to record, document observations and to track the developmental progress of all children enrolled in Head Start/Early Head Start. This is in accordance with Federal legislation, ACYF-IM HS-00-18, and the Head Start Performance Standards; 45 CFR parts 1301, 1302, 1303, 1304 and Guidance, 1305, 1306 and 1308.
- II. To conduct all assessments for children as mandated by DHHS/Office of Head Start and/or the COUNTY.
- JJ. That the COUNTY shall be promptly reimbursed for any funds which are misused, misspent or are for any reason deemed to have been spent on ineligible expenses.

The CONTRACT PROVIDER is required to record their attendance in the ChildPlus.net system **every day** and these records are to match the parent sign-in/out logs. In the event the attendance falls below 85%, the CONTRACT PROVIDER will complete the COUNTY Form and attach it to the ChildPlus applicable, related report;

- KK. To submit ChildPlus.net applicable, related reports verified and certified by the Family Services Specialist (FSS) on a monthly basis **with the monthly reimbursement.**
- LL. The CONTRACT PROVIDER must maintain separate financial records for Head Start contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP). Head Start cost allocations are to be completed and posted to the general ledger on a monthly basis. These costs must support the unit rate and number of units billed.

1.2 PALM BEACH COUNTY HEAD START/ EARLY HEAD START & CHILDREN'S SERVICES ADMINISTRATIVE PROCEDURES: PROGRAM YEAR 2012-2013

The CONTRACT PROVIDER is required to comply with the following items:

- A. Submit staff and consultant(s) rosters with titles, degree/certifications, locations, dates of hire by October 1, 2012. Revised copies must be submitted with the Monthly Reimbursement package, and Monthly Status Report, when changes occur. The roster must include all staff paid any portion of their salary by Head Start.
- B. Submit evidence of adequate mechanisms for staff supervision and supportive organizational charts.
- C. Submit proof, when requested, that the required child care staff/child ratio is adhered to at all times.
- D. Provide copies of contract/agreements/appropriate licenses with the Mental Health Professional, Registered Dietician, Local Education Agency (LEA) and Health Services Provider(s) and others as appropriate (See Scope of Work page 15 (L)).
- E. Submit a roster of Board of Directors with titles, addresses and telephone numbers by October

1, 2012. Provide an updated version with the Monthly Reimbursement package, and Monthly Status Report when changes occur. NOTE: Head Start/Early Head Start employees cannot serve on the CONTRACT PROVIDER'S Board of Directors.

- F. Submit copies of By-Laws for the Board of Directors by October 1, 2012.
- G. Submit a roster of the Parent Committee officers, Policy Council Representative and Alternate with titles, addresses, and telephone numbers by November 1, 2012. Provide an updated version with the Monthly Reimbursement package and Monthly Status Report, when changes occur.
- H. Notify the COUNTY of vacated positions, along with the name of the staff who vacated the position, and reason and date the vacancy occurred.
- I. Submit resumes and educational credentials for all staff hired in positions and any portion of their salary is paid by the Head Start Program.
- J. Families must meet the income criteria, using the current DHHS Income Guidelines and Head Start definition of income, unless the child has a diagnosed disability. Children from families with the lowest income will be given priority
- K. **Submit Cost Allocation Plans along with all copies of the signed CONTRACT PROVIDER Agreement.**
- L. To submit a copy of the Annual A-133 Single Audit.
- M. The Accounting and Financial Report System must capture the Federal and Non-Federal costs as required by 45 CFR 74.21(b)(2).

1.3 The COUNTY agrees:

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

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

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

Monitoring of Contract Providers will be conducted by the COUNTY'S Quality Assurances (QA) Teams based on requirements of the Contracted Provider's Corrective Action Improvement Plan;

The Contract Provider's programs and activities will be monitored quarterly. A report of the findings will be generated and made available in a timely manner; Fiscal monitoring will be performed according to the COUNTY's Fiscal Procedures for Ongoing Monitoring and according to the Improving Head Start for School Readiness Act of 2007.

- B. To reimburse the CONTRACT PROVIDER subject to availability of federal funds and other funding sources pursuant to the DHHS grant, on a monthly basis in accordance with the CONTRACT PROVIDER'S approved Head Start Program budget, and in accordance with Article #3 - PAYMENTS TO CONTRACT PROVIDER, the total reimbursement amount not to exceed the amount set forth in Article 3 of the Agreement.
- C. The COUNTY will audit the itemized statements submitted by the CONTRACT PROVIDER,

verify the expenditures and documentation, and submit to the COUNTY'S Finance Department a request for payment to the CONTRACT PROVIDER, in accordance with Article #3 - PAYMENTS TO CONTRACT PROVIDER.

D. COUNTY staff will perform quarterly random attendance checks to verify and certify attendance using the ChildPlus.net applicable, related reports and the daily parent sign-in/out sheets.

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

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

1. Child or other family members illness must be documented with a doctor's note (severe medical conditions with a doctor's note that identifies days absent);
2. Transportation problems (car breaks down and family is unable to obtain other means of transportation);
3. Family emergencies/vacation (extensive travel to native country; other state/city for death or illness in family);
4. Crisis situation at home (mother on maternity leave and keeps child home or death in family locally);

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

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

Documentation should not be submitted with the monthly reimbursements, but maintained by the Family Services Specialist (FSS).

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

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

CONTRACT PROVIDER will be paid at the daily rate set forth above for up to three (3) days for annual Pre-Service Training provided all staff is in attendance. It is mandatory that all Head Start and Early Head Start staff of all CONTRACT PROVIDERS attend the **Pre-Service Training! Pre-service Sign-in sheets will be used to verify attendance.**

The CONTRACT PROVIDER will be allowed up to three (3) Early **Release Days** during an agreement period to be used for planning and in-service training. The CONTRACT PROVIDER will inform the COUNTY which days are designated for Early Release.

EXHIBIT "B"

SCHEDULE FOR PAYMENT AND BUDGET DATA FOR REIMBURSABLE EXPENSES ONLY FOR CONTRACT PROVIDER AGREEMENT WITH: THE SCHOOL BOARD OF PALM BEACH COUNTY (VILLAGE ACADEMY)

BUDGET DATA

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

| <u>COST CATEGORY</u> | <u>AUTHORIZED AMOUNT</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| To provide Head Start services for a maximum of 185 children and their families for a maximum of 180 days at a rate of \$31.59505 per child/per day for 3 & 4 year olds for a total of | \$1,052,115.17 |
| MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT | \$1,052,115 |

In the event enrollment at the CONTRACT PROVIDER site(s) is less than 185 children and families, the maximum amount authorized per month will be determined by multiplying the total number of children enrolled per day X the per child daily rate.

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

| | |
|--------------------------------------------------------|------------------|
| U.S. Department of Health and Human Services (Federal) | \$722,382 |
| Palm Beach County (Non-Federal Match) | \$180,648 |
| Palm Beach County (Non-Federal Overmatch) | <u>\$149,085</u> |
| TOTAL | \$1,052,115 |

MAXIMUM AMOUNT AUTHORIZED UNDER THIS AGREEMENT \$1,052,115

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

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

Nothing below this line

EXHIBIT B
SCHEDULE FOR PAYMENT (Continued)

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

(A) The CONTRACT PROVIDER will be reimbursed for the full month care days and children as stated above in Exhibit B. **The COUNTY will be responsible for enrollment.** The CONTRACT PROVIDER will not be penalized in the event of under enrollment. A child is considered enrolled (slot filled) up to 30 calendar days after officially terminated and the slot is not filled by another eligible child.

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

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

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

Nothing below this line



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

| | | | |
|--------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PRODUCER The Beacon Group, Inc. 6001 Broken Sound Pkwy., N.W. Suite 500 Boca Raton FL 334872730 | | CONTACT NAME: PHONE (A/C No. Ext): (561) 994-9994 FAX (A/C No.): (561) 997-7087 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: | |
| INSURED School District of Palm Beach Co. 3370 Forest Hill Blvd. Suite A-103 West Palm Beach FL 33406 | | INSURER(S) AFFORDING COVERAGE INSURER A: School District of Palm Beach INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: Master 12/13 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|-----------------------------------------------------------------------------------------------|------------------------------|-------------------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------|
| A | GENERAL LIABILITY | | SUBJECT TO INSURER A: | 07/01/2012 | 07/01/2013 | EACH OCCURRENCE \$ 200,000 |
| | COMMERCIAL GENERAL LIABILITY | | FLA STATUTE 768.28 | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | *200,000 PER PERSON | | | MED EXP (Any one person) \$ excluded |
| | | | *300,000 PER OCCURRENCE | | | PERSONAL & ADV INJURY \$ |
| | GENL AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE \$ 300,000 |
| | POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> | | | | | PRODUCTS - COMPOP AGG \$ included |
| A | AUTOMOBILE LIABILITY | | SUBJECT TO INSURER A: | 07/01/2012 | 07/01/2013 | COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | FLA STATUTE 768.28 | | | BODILY INJURY (Per person) \$ 200,000 |
| | ALL OWNED AUTOS | | *200,000 PER PERSON | | | BODILY INJURY (Per accident) \$ 300,000 |
| | SCHEDULED AUTOS | | *300,000 PER OCCURRENCE | | | PROPERTY DAMAGE (Per accident) \$ included |
| | HIRED AUTOS | | | | | \$ |
| | NON-OWNED AUTOS | | | | | \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | \$1,000,000 | 07/01/2012 | 07/01/2013 | EACH OCCURRENCE \$ 1,000,000 |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | LEGISLATIVE | | | AGGREGATE \$ |
| | DEDUCTIBLE | | CLAIMS BILL | | | \$ |
| | RETENTION \$ | | FLA STATUTE 768.28 | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | FLA STATUTE 768.28 | 07/01/2012 | 07/01/2013 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) | Y/N <input type="checkbox"/> | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 This certificate supercedes and voids all previous certificates. The School Board of Palm Beach County is self insured under the laws of the State of Florida for the above limits for full tort liability based on Florida Sovereign Immunity limits under F.S. 768.28. Excess bodily injury & property damage liability is limited to legislative claims under F.S.768.28. Excess bodily injury & property damage

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER Palm Beach County Board of County Commiss c/o Yvonne Walker Head Start 50 South Military Trail Suite 203 West Palm Beach, FL 33415 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D Dresback, CPCU, ARM <i>[Signature]</i> A072032 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

ACORD 25 (2009/09)
INS025 (200909)

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