Memorandum

MIAMI-DADE COUNTY

Date: July 21, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 14(A)(57)

From: Honorable Carlos Alvarez
Mayor

George M. Burgess
County Manager

Subject: Resolution Authorizing the County Mayor or Mayor's Designee Pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code to Authorize a Bid Waiver and Execute an Agreement in the Approximate Amount of $368,000 with Aim High Daycare Center, Inc. for the 2009-2010 Head Start Program Year

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Recommendation

The Miami-Dade Community Action Agency Board (the CAA Board) is recommending that the Board of County Commissioners (BCC) waive the competitive bid process, pursuant to Section 5.03 (D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code, to allow for the execution of a contract, in substantially the same form as ***Attachment A***, with Aim High Daycare Center, Inc. (Aim High), for the provision of educational services for eighty (80) Head Start children in the Florida City area for the 2009-2010 Program Year commencing August 1, 2009 through July 31, 2010 in the approximate amount of $368,000.

This request is necessary due to the closure of the County's Florida City Head Start facility in March 2009 due to health and safety concerns, and the need for the procurement of alternative space in order to maintain service delivery and not adversely impact the parents and children receiving services at the site. A retroactive formal lease agreement with Aim High for the use of its facility from March 2009 through the end of the 2008-2009 Program Year was adopted by the BCC on June 30, 2009. Waiving the bid process and contracting with Aim High to provide Head Start Services for the upcoming Program Year is in the best interest of the County in order to prevent the disruption of these services to the children and families served by the program in the South Dade area.

Scope

The County will contract with Aim High to provide educational services determined to be necessary for the welfare of children and their families as required by the United States Department of Health and Human Services (HHS). These services include the provision of child care and nutrition. All other collateral services as mandated by Head Start regulations and standards, such as social services, health services, mental health services, disability services, and parent involvement for the duration of the 2009-2010 Program Year will be provided by the County as the federally recognized Head Start Grantee. For the contracted services Aim High will be reimbursed at a rate of $4,600 per child. This proposed recommendation was reviewed and approved by the Head Start Policy Council and the CAA Board at their meetings in May 2009, as required. Upon approval of this item, the County Mayor or Mayor's designee will have the authority to execute an agreement with Aim High for

the period of August 1, 2009 through July 31, 2010. The agreement period is the same as the period denoted in the Head Start delegate agency contracts for the 2009-2010 Program Year approved by the BCC on June 30, 2009.

Fiscal Impact/Funding Source

There is no fiscal impact to the County. Funding for Aim High will be provided from the funding awarded to the Head Start Program by the HHS for the 2009-2010 Program Year, as authorized by Resolution No. R-811-06. Pursuant to federal mandates, Aim High will be required to provide a 25% match to the federal funds awarded.

Track Record/Monitor

This contract will be managed by the Head Start/Early Head Start Division of CAA. The program will be monitored by staff using the Federal Office of Head Start's Protocol for the appropriate disciplines related to the services provided.

Manager's Background

The Miami-Dade Community Action Agency has been providing comprehensive child development services through the Head Start Program since 1965, and the Early Head Start Program since 1990. In combination, the Head Start/Early Head Start Program is funded to serve 6,210 preschool and 394 infant and toddler children and their families. All of the preschool slots are funded by the Department of Health and Human Services. The Early Head Start slots are funded by the Department of Health and Human Services (318 slots) and The Children's Trust (76 slots). (Please note that the final decision for the grant award for funding of these 76 slots is pending). Services are currently provided countywide. The County, along with fourteen (14) delegate agencies operates a total of seventy-eight (78) centers countywide. Upon approval, the Aim High site would be considered a center operated directly under the auspices of the County.

Attachment

Special Assistant for Social Services

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: July 21, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 14(A)(57)

Please note any items checked.

✓	**"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**
	6 weeks required between first reading and public hearing
	4 weeks notification to municipal officials required prior to public hearing
	Decreases revenues or increases expenditures without balancing budget
	Budget required
	Statement of fiscal impact required
✓	**Bid waiver requiring County Mayor's written recommendation**
	Ordinance creating a new board requires detailed County Manager's report for public hearing
	Housekeeping item (no policy decision required)
	No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(57)
7-21-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE MIAMI-DADE COUNTY CODE TO AUTHORIZE A BID WAIVER AND EXECUTE AN AGREEMENT IN THE APPROXIMATE AMOUNT OF $368,000 WITH AIM HIGH DAYCARE CENTER, INC. FOR THE 2009-2010 HEAD START PROGRAM YEAR

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board, pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code finds it in the best interest of Miami-Dade County to waive formal bid procedures by a two-thirds vote of the Board members present and award a contract in substantially the same form as Attachment A to Aim High Daycare Center, Inc. in the approximate amount of $368,000 for the provision of Head Start services for the 2009-2010 Program Year; and authorizes the County Mayor or Mayor's designee to file, execute and exercise any necessary amendments, modifications, cancellation and termination clauses of the contract for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of July, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MD

Mandana Dashtaki

MIAMI-DADE COUNTY
HEAD START PROGRAM

This Contract, made this 1st day of August, 2009, by and between Miami-Dade County, a political subdivision of the State of Florida, through its Community Action Agency (hereinafter referred to as "County"), located at 701 NW First Court Miami, FL 33136 and Aim High Day Care Center, Inc., having offices at 1013 North Redland Road · Florida City, Florida 33034 (hereinafter referred to as "Provider") states conditions and covenants for the administration of a portion of the County's Head Start Program (hereinafter referred to as "Program").

WHEREAS, the Board through Resolution 811-06 authorized the County Manager to receive and expend federal Health and Human Services (HHS) grant funds for the continued operation and administration of the Head Start/Early Head Start Program; and

WHEREAS, the Provider provides or will develop services of value to the County and has demonstrated an ability to provide these services; and

WHEREAS, the County is desirous of assisting the Provider in providing those services and the Provider is desirous of providing such services,

NOW, THEREFORE, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

I. AMOUNT PAYABLE. Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed $**368,000**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

II. REQUIRED MATCH. The Delegate Agency agrees to provide non-federal resources in an amount equivalent to twenty-five percent (25%) of the total contract amount. The non-federal resources may be in cash and/or in-kind donations, but may not be from other federal sources unless there is specific statutory language allowing this use. Lump sum in-kind allocations may be allotted throughout the Program year and shall be applied in monthly increments until the in-kind contributions have been exhausted. Along with its monthly invoices, the Delegate Agency agrees to submit proof of the required twenty-five (25%) on non-federal resources. If the Delegate Agency fails to provide proof of non-federal resources, the County shall reduce the monthly reimbursement in accordance with the shortage. The Delegate Agency may recapture funds that were deducted as a result of a shortage in the non-federal resources requirement at the end of the Agreement by providing the requisite documentation/proof in the Closeout Report (See Article XVI, Payment Procedures, Section E).

III. SERVICE PROVISIONS AND CONDITIONS.

1.1 The Provider agrees to the following service provisions and conditions:

A. To administer the Head Start Education and Early Childhood Development Program, as defined by the U.S. Department of Health and Human Services (HHS) 45 CFR Parts 1304.21-1304.23; 1305; and 1306 and County ordinances, laws, rules, and regulations five

days a week (daily center operation hours should be at least a minimum of 8 hours per day) throughout the term of this contract for a maximum of eighty (80) pre-school children (ages 3-5) for 175 days.

B. To adhere to all applicable Head Start Program Performance Standards, notices and instructions as promulgated by HHS's Administration for Children, Youth and Families, (ACYF), including but not limited to the Code of Federal Regulations (CFR), Title 45 Parts 1301,1302,1303,1304,1305,1306, and 1308, and appropriate County requirements, all of which are incorporated herein by reference.

C. To provide a daily educational Program for the pre-school children emphasizing the social, physical, emotional and cognitive skills appropriate for pre-school age children as specified in 45 CFR 1304.21.

D. To provide breakfast, snack and lunch that meets USDA Child Care Food Program requirements and Head Start Performance Standards.

E. To maintain an environment that is clean, safe, and equipped with developmentally appropriate materials and furniture.

F. To provide the number of teaching staff as specified in 45 CFR Part 1306.20(d), Subpart B, and OHDS Notice N-30-364-4; as needed to teach and supervise the Program enrolled children. Provide general supervision, staff administration and Programming for the educational Program.

G. To designate special school activities selected to fully involve parents in the program (i.e. parent meetings, special events, staff/parent conferences and scheduled home visits).

H. To designate a qualified staff person to function in the role of Head Start Director; providing general supervision, staff administration and programming for the Head Start Program (1304.52).

I. To cooperate and assist the County Program (by making records available) to adhere to the Health Services Area standards: including general physical exams for all Program enrolled children (1304.20).

J. To maintain awareness of and to cooperate with the County's Social Service staff to support services to all enrolled children and their families in an effort to solve any problems of the family and assist families in becoming self-sufficient (1304.52 (d)(5)).

K. To maintain on site all children's records in accordance with Federal, State and County laws and directives.

L. To cooperate with the County program in coordinating parent involvement activities in the program (1304.40(d)).

M. To ensure that staff attend required in-service staff development training programs.

N. To submit to County liaison any reports as may be required by HHS directives, the County, or Program for monitoring and review, and make corrections of returned reports as identified by the County liaison.

O. To prepare, maintain and retain all current center files and required documentation on all Head Start children; and permit County and HHS to inspect all records as required by HHS directives, in the manner authorized by the HHS grant or as the County deems necessary for grant purposes.

P. To submit to County, folders of terminated staff and children as specified by the County liaison.

Q. To permit the County and HHS staff to monitor and evaluate the Provider's activities, including but not limited to, announced and unannounced site visits and observations by County and HHS's staff.

R. To comply with all applicable laws, ordinances, and codes of state and local governments.

S. To ensure that at least ten (10) percent of the children recruited and enrolled in the Head Start Program operated by the Provider shall be disabled.

T. To ensure that the staff person designated as functioning in the role of Head Start Director/ Curriculum Specialist attends the scheduled meetings and other partner meetings as required.

U. Provide the number of teaching staff as specified in 45 CFR Part 1306.20(d) Subpart B, and as needed to teach and supervise the Program enrolled children. Of the total number of teachers in the budget, 50% must meet the teacher mandate. Other teachers must possess, at a minimum, a National Child Development Associate (CDA) Certification and working on an Associate of Art Degree in Early Child Hood.

V. Submit resumes and educational credentials for all staff (this includes contractual) to be reviewed for qualifications of positions in which any portion of the salary is paid by the Head Start Program. **These positions will not be reimbursed until approval of the required qualifications is received from the County.** If an emergency situation occurs, staff may be hired for a maximum of thirty (30) days prior to the approval by the Policy Council, but request for approval of required qualifications must be submitted to the County immediately.

W. To comply with Florida's State Law regarding reporting of suspected child abuse and neglect, and ensure that staff participate and complete training on child abuse and neglect, that includes information on current laws and reporting procedures. Acceptance of the contract award from Miami-Dade County requires partnership agencies to accept transfers and referrals of Head Start students from both the County and other delegate agencies.

X. Furnish the County a detailed monthly line-item budget summary which shall be segregated by all program administrative cost; current month's expenses; year-to-date expenses and available balance for both programmatic and administrative cost; and a statement for the current month detailing the matching in-kind made by the Provider as required by this

Agreement. The Provider shall provide copies of all contracts and agreements for the current program year, which shall include, but are not limited to: leases for real and personal property prior to requests for reimbursement. The reimbursement packages shall be submitted within ten (10) working days after the end of the month. Each package must include proof of payment payroll taxes, insurances, and all other required substantiating documentation to support reimbursement requests

1.2 The County Agrees to:

A. To monitor, evaluate and provide guidance to Provider in the conduct of the Program's activities during the term of the Contract to identify all eligible Program enrolled children, and parents for services.

C. To provide a Social Worker to complete the enrollment process and carry out the functions of 45 CFR 1304.40 and 1304.50.

D. To provide content-area experts who will ensure services are in compliances with Performance Standard 1304.52, Specifically Health 1304.52(d)(2), Nutrition 1304.52(d)(3), Mental Health 1304.52(d)(4) and Disability 1304.52(k)(1-3).

E. Provide staff to ensure compliance with 45 CFR 1304.20, 1304.22, and 1304.23.

F. Audit the itemized reimbursement requests submitted by the Provider to verify the expenditures and submit a request for payment to the County Finance Department for payment to the Provider.

IV. BUDGET SUMMARY. The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached herein and incorporated hereto as Attachment B.

The provider shall request County approval for budget line item adjustments upon proper documentation and justification, as long as there are no programmatic affects. This includes budget shifts between personnel and non-personnel line items. Any Budget Modification shall replace Attachment B.

The Provider may amend the budget no more than twice during the term of this Contract. The first budget revision must be submitted by December 31 of the Program year. The final budget revision must be submitted by April 30 of the Program year.

V. EFFECTIVE TERM. The effective term of this Contract shall be from **August 1, 2009** to **July 31, 2010.**

VI. INDEMNIFICATION BY PROVIDER.

A. Government Entity. Government entity shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of

any kind or nature arising out of, relating to or resulting from the performance of the Contract by the government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statute, subject to the provisions of the Statute whereby the government entity shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the government entity arising out of the same incident or occurrence, exceed the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the government entity.

B. All Other Providers. The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

C. Term of Indemnification. The provisions of this section or indemnification shall survive the expiration or termination of this Contract.

VII. INSURANCE.

A. Government Entity. If the Provider is the State of Florida or agency or political subdivision of the State as defined in Section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statues.

B. All Other Providers. The Provider shall furnish to Miami-Dade County Community Action Agency, 701 NW 1st Court, Miami, Florida 33136, Certificate(s) of Insurance or written verification as determined by the County's Risk Management Division after review of the Scope of Services (Section III, Parts A and B). The County shall not disburse any funds until it is provided with the necessary Certificate(s) or written verification (binders) and such documents have been approved by Risk Management. The Certificate (s) shall indicate that insurance coverage has been obtained which meets the requirements as outlined below:

Worker's Compensation Insurance for all employees of the Provider as required by Florida Statute 440.

Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. For providers transporting children, the limit of liability required for Automobile Liability Insurance is $500,000.

Professional Liability Insurance, when applicable, in the name of the Provider in an amount not less than $250,000.

Student Accident Insurance, ensuring adequate student accident insurance for the number of children included in this contract in an amount not less than $2,000 per child.

Insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

> The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey or its equivalent subject to the approval of the County Risk Management Division.
>
> or
>
> The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized to do Business in Florida," issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

Certificates of Insurance shall indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

VIII. PROOF OF LICENSURE/CERTIFICATION AND BACKGROUND SCREENING.

A. Licensure. If the Provider is required by HHS, the State of Florida or Miami-Dade County to be licensed or certified to provide the services or operate the facilities as described in this contract, the Provider shall furnish the County a copy of all required current licenses or certificates within thirty (30) days of the date of contract execution. Examples of services or operations requiring such licensure or certification include but are not limited to childcare, day care, nursing homes, and boarding homes.

Fire Inspection Certificate. If Provider is required by the State of Florida, Miami-Dade County or any municipality to have a service site Fire Inspection Certificate, Provider shall keep on file the most recent inspection and furnish the County with a copy within thirty (30) days of execution of this Contract.

Health Inspection Certificate. If Provider is required by the State of Florida, Miami-Dade County or any municipality to have a service site Health Inspection Certificate, Provider shall keep on file the most recent inspection and furnish the County with a copy within thirty (30) days of execution of this Contract.

If the Provider fails to furnish the County with the licenses or certificates required under this Section, the County shall not disburse any funds until it is provided with such licenses or certificates.

Failure to provide the licenses or certificates within thirty (30) days of execution of this Contract may result in termination of this Contract.

B. Background Screening.

1. In accordance with Sections 984.01(2)(a), 985.01(2)(a), and 39.001, Florida Statutes, only employees, volunteers and subcontracted personnel with a satisfactory background check through a screening agency may work in direct contact with children under the age of eighteen. Level 2 background screenings must be completed through the Florida Department of Law Enforcement (FDLE), VECHS Program, However, satisfactory background screening documentation will be accepted for those agencies that already conduct business with either the Department of Children and Families (DCF) or the Department of Juvenile Justice (DJJ) or the Miami Dade Public School System (MDPS). In addition, an Attestation of Good Moral Character must be completed annually for each employee, volunteer and subcontracted personnel upon hiring.

2. Pursuant to Section 1012.465, Florida Statutes, Providers employing current School Board employees in possession of a valid School Board ID Badge and updated Level 2 Screening must complete a verification form. Non-School Board employees are required to obtain a Level 2 Screening and a School Board ID Badge before access to school campuses is granted, in the event access to school campuses is incorporated in the Services under this Contract.

In accordance with section 648A(g)(3) of the Head Start Act, 42 U.S.C. 9483A(g)(3), it is required that all provider agency personnel working directly with children must have a completed Level 2 Screening that indicates that there has been no prior involvement in any of the disallowed conditions, before beginning work with client youths. Level 1 Screenings can be accomplished electronically on line with the Florida Department of Law Enforcement: www.fdle.state.fl.us/CriminalHistory/. Any employee receiving positive response(s) to any of the enumerated charges as defined in Level 1 and Level 2 background checks must immediately cease working with children or youths. All employee personnel files shall reflect the initiation and completion of the required background screening checks.

From the date of execution of this contract, Provider shall furnish the County with proof that background screening Level 2 was completed. If the Provider fails to furnish to the County proof that background screening Level 2 was completed prior to working directly with client youths, the County shall not disburse any further funds and this Contract may be subject to termination at the discretion of the County.

The County requires that only employees and subcontracted employees with a satisfactory background check as described in Section 435.03(3)(a), and through an appropriate screening agency (i.e. Florida Department of Law Enforcement, Federal Bureau of Investigation) work in direct contact with the elderly, disabled and persons with mental illness, in settings such as but not limited to adult day care

center, assisted living facilities, home equipment screening nursing homes, home health agencies (facilities for developmentally disabled, and mental health treatment facilities.

Within thirty (30) days of execution of this contract, Provider shall furnish the County with proof that background screening was completed. If the Provider fails to furnish to the County proof that background screening was completed within thirty (30) days of execution of this contract, the County shall not disburse any further funds and this Contract may be subject to termination at the discretion of the County

Provider shall retain all records demonstrating compliance with the background screening required herein for not less than three years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received and appropriate audits have been submitted to and accepted by the appropriate entity.

IX. CONFLICT OF INTEREST.

The Provider agrees to abide by and be governed by Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1, et seq., of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

The Provider represents that the execution of this Contract does not violate the State of Florida Code of Ethics, (§112.311, Florida Statutes), as amended, which is incorporated herein by reference as if fully set forth herein. Provider agrees to abide by and be governed by these conflict of interest laws throughout the course of this Contract and in connection with its obligations hereunder.

X. CIVIL RIGHTS AND OTHER REGULATORY COMPLIANCE.

A. Non-discrimination and civil rights. Programs receiving funding from the County shall not discriminate against an employee, volunteer, or client of the Provider on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, religion, ancestry, national origin, disability, or age except that programs may target services for specific client groups as defined in the Request for Proposal (RFP) or response to the RFP. Additionally, Provider shall demonstrate that it has standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds

Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. Section 2000d, as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Contract. If Provider or any owner, subsidiary,

or other firm affiliated with or related to Provider, is found by the responsible enforcement agency or the courts to be in violation of these laws, the County will conduct no further business with Provider. Any contract entered into based upon a false affidavit shall be violable by the County.

B. Family medical leave. Provider agrees that it is in compliance with the Family Medical Leave Act (28 U.S.C. §2601 et seq. and §11A-29 et seq. of Miami-Dade County Code) which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide family medical leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract.

C. Domestic violence leave. The Provider agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract.

D. Florida clean indoor air act. Provider agrees that it is in compliance with the Florida Clean Indoor Air Act, §386.201, et seq., Florida Statutes, which prohibits smoking in enclosed indoor workplaces, including private residences where child care or health care is provided.

E. Public entities crime act. Provider represents that the execution of this Contract will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other Provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to the Department, may not submit a bid on a contract with the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the Department, may not be awarded or perform work as a contractor supplier, subcontractor, or consultant under a contract with the Department, and may not transact any business with the County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Contract and recovery of all monies paid hereto, and may result in debarment from the Department's competitive procurement activities.

F. Living wage. Provider agrees to comply with Miami-Dade County's Living Wage Ordinance (§2-8.9 of Miami-Dade County Code) if it has contracted with the County for a sum of $100,000 or more to provide food preparation/distribution, security services, routine maintenance (custodial, cleaning, refuse removal, repair, refinishing, recycling), clerical or other non-supervisory clerical work, transportation and parking service, printing services or landscaping/lawn services.

G. Compliance with Sarbanes-Oxley. Provider shall comply with the following provisions of the Sarbanes-Oxley Act (SOX) that apply to all corporate entities, including non-profit organizations, as follows:

1. It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).

2. It is illegal for any corporate entity to punish whistle blowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC).

H. Child Abuse Reporting. Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or abandonment of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, Florida Statutes, this is binding upon both the Provider and its employees.

XI. INCIDENT REPORTING. The Provider shall ensure 100% compliance with the County's incident reporting procedures.

XII. NOTICES. It is understood and agreed between the parties that written notice addressed to the County and mailed or delivered to the address appearing on page one (1) of the Contract and written notice addressed to the Provider and mailed or delivered to the address appearing on page one (1) of this Contract shall constitute sufficient notice to either party. It is Provider's responsibility to advise the County in writing of any changes in name, address and/or telephone number.

XIII. AUTONOMY. Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

XIV. BREACH OF CONTRACT: COUNTY REMEDIES.

A. Breach. A breach by the Provider shall have occurred under this Contract if: (1) the Provider fails to provide the services outlined in this document within the effective terms of this Contract; (2) the Provider ineffectively or improperly uses the County funds allocated under this Contract; (3) the Provider does not furnish the Certificates of Insurance required by this Contract or as determined by the County's Risk Management Division; (4) the Provider does not furnish proof of licensure/certification or proof of background screening required by this Contract; (5) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (8) the Provider discriminates under any of the laws and requirements outlined in Section IX of this Contract; (9) the Provider fails to provide Domestic Violence Leave or Family Medical Leave to its employees pursuant to local and federal law; (10) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment C); (11) the Provider attempts to meet its obligations under this contract through fraud, misrepresentation or material misstatement; (12) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (13) the Provider fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the County or any of its agencies or instrumentalities; (14) the Provider fails to submit the Certificate of Corporate Status, Board of Directors requirement or proof of tax status; (15) fails to meet any of the terms and conditions of the Dade County Affidavits (Attachment C) or the State Affidavit (Attachment D); or (16) the Provider fails to fulfill in a timely and proper

manner any and all of its obligations, covenants, agreements and stipulations in this Contract or (17) The Provider fails to fulfill the required non-federal share requirement within the effective term of this contract.

Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

B. County Remedies. If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, equipment and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; or (c) at the sole discretion of the County, the County may terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. On the effective date of suspension the Provider must immediately cease to provide services pursuant to this Contract. All payments to Provider as of this date shall cease. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction;

3. The County may seek enforcement of this Contract including but not limited to filing an action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to

the provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the county through fraud, misrepresentation or material misstatement may be disbarred from county contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. The County Manager is authorized to terminate this Contract on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction.

XV. TERMINATION BY EITHER PARTY. Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The County Manager is authorized to terminate this Contract on the behalf of the County.

XVI. PAYMENT PROCEDURES. The County agrees to pay the Provider for services rendered under this Contract based on the procedures outlined below, the approved line item budget, and if applicable the Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40).

A. **Cost Reimbursement Contract.** The Provider shall be paid through reimbursement payments based on the budget approved under this Contract. Upon written request from the Provider, an advance payment of 20% (twenty percent) of the total contract award may be authorized to defray start-up costs. Prior to the disbursement of any funds, the Provider must submit to the County a completed authorized signature form, denoting the names and signatures of all persons authorized to sign reimbursement packages, checks and contracts.

1. The Provider agrees to furnish the County a detailed monthly line-item budget summary which shall be segregated by all program and administrative costs; current month's expenses; year-to-date expenses and available balance; and a statement for the previous month detailing the expenditures and match made by Provider as required by Section II of this document.

2. Each package must include copies of paid payroll taxes, insurances, any backup documentation to support reimbursement requests or additional requests made of the County, and copies of cancelled checks from the previous month, and documentation supporting the reported match.

3. All reimbursement packages shall be submitted within ten (10) working days

after the end of the month.

4. The Provider shall provide copies of all contracts and agreements for the current program year, which shall include, but are not limited to, leases for real and personal property and services to the County prior to any requests for reimbursement.

5. The Provider shall provide documentation of compliance with the Davis-Bacon Act for construction/renovation projects in excess of $2,000.

6. Reimbursement of credit card purchases requires proof that the statement of the credit card which reimbursement is requested has a zero balance.

7. Reimbursement for administrative costs shall not exceed fifteen percent (15%) of the combined contracted amount and matched amount for the Head Start budget.

8. Reimbursement for a lump sum payment of accrued leave will be disallowed.

9. None of the funds provided by the County shall be used to pay the compensation of an individual, either as a direct cost or any prorated as an indirect cost at a rate in excess of Executive Level II.

10. The County will not approve payments for volunteer services provided to the Provider in support of the services detailed in this Contract.

11. The Provider further agrees to maintain originals of cancelled checks, invoices, receipts, and other evidence of indebtedness as proof of expenditure. When original documents cannot be produced, the Provider must adequately justify their absence in writing and furnish copies as proof of expenditure. These documents shall be maintained by the Provider for a period of no less than five (5) years and shall be made available for County staff inspection at any time.

12. The Provider will submit an Agency Cost Allocation Plan to the County within forty-five (45) days of execution of this contract.

13. The cash advance will be divided equally and deducted over a six (6) months beginning in September of the Program year.

14. Funds budgeted for direct staff salaries (e.g. teachers, teacher assistants, and/or social workers) shall only be reprogrammed to fill a direct staff vacancy. Where a vacancy has been filled and an overage of allocated funds exists, Provider may request in writing, approval to reprogram funds for non staff related expenditures.

B <u>No Payment of Subcontractors</u>. In no event shall County funds be advanced directly to any subcontractor hereunder.

C. Requests for Payment. The County agrees to pay all budgeted costs incurred by the Provider that are allowable under HHS and County guidelines in accordance with the approved budget upon submission of satisfactory required monthly reports.

D. Processing the Request for Payment. The parties agree that the processing of a payment request shall take a minimum of thirty (30) days from receipt of all required supporting documentation and if the required monthly reports are satisfactory. The County's Finance Department will issue and mail the check directly to the Provider at the address listed on page one (1) of this Contract, unless otherwise directed by the Provider in writing. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

Failure to submit the Monthly Summary of Expenditures Report in a manner deemed correct and acceptable by the County, by the 15th day of each month following the month in which the service was delivered, shall be considered a breach of this Contract and may result in termination of this Contract.

Invoices submitted for the reimbursement of expenses incurred in excess of sixty (60) calendar days shall not be reimbursed. Additionally, unsupported invoices or invoices without the proper substantiating documentation will not be reimbursed.

E. Closeout Report/Recapture of Funds. Upon the expiration of this Contract, the Provider shall submit a Closeout Report to the County no more than forty-five (45) days after the expiration of this Contract. This report shall include a cumulative year-end summary of Provider's performance and fiscal expenditures. If after receipt of this Closeout Report, the County determines that the Provider has been paid funds not in accordance with the Contract, and to which it is not entitled, the Provider shall return such funds to the County or submit appropriate documentation. The County shall have the sole discretion in determining if the Provider is entitled to such funds and the County's decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County along with a detailed explanation as to why funds were unexpended or unallocated.

Any unexpended funds due to the vacancy of staff position(s) of more than thirty (30) days shall be adjusted from the line item budget by the County.

XVII. PROHIBITION AND LIMITATIONS ON USE OF FUNDS.

A. Payment is limited to contracted services. Provider shall use funds provided under this Contract solely for the provision of Services described herein. The Provider shall not use funds provided under this Contract to support other programs or services provided by Provider under a different contract. Neither shall the Provider carry over the funds provided under this Contract to a new contract or amendment without the express written approval of the County. Services funded under this Contract shall only be in addition to services already provided without assistance under this Contract.

B. No supplanting of existing public funds. County funding may not be used by local or state government agencies to replace funding previously provided by those local and state funding sources for the same program purpose. Such government agencies must certify that they have maintained their previous funding level when applying for additional funding from the County. Violation of this section shall be considered a breach of this Contract.

C. Double payments. Provider costs or earnings claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach under paragraph XIV of this Contract.

D. Use of cost allocation methodology. Provider attests to the County that no other reimbursement is available or used for invoiced Services unless expressly authorized in writing by the County. Provider shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any client or other third party, for any Service covered by this Agreement, and shall make all such records available to the County upon request. Provider shall report such fees, reimbursement, compensation or funding to the County for such payments received which will be deducted from Provider's invoices.

E. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources. The Provider must be able to identify County funds (receipts and disbursements) either by separate general ledger accounts or by a subsidiary ledger that is reconciled to a bank account.

F. Religious purposes. County funds shall not be used for purposes of religious purposes.

G. Lobbying. The Provider shall not use any funds provided under this Contract for lobbying federal, state or local legislators. Violations of this section shall be considered a material breach under paragraph XIV of this Contract.

H. Adverse action or proceeding. Provider shall not utilize the funds provided under this Contract or any other funds provided by the County to retain any legal counsel for any action or proceeding against the County or any of its agents, employees or officials. The Provider shall not utilize the funds provided under this Contract or any other County funds to provide legal representation, advice or counsel to any person in any action or proceeding against the County or any of its agents, employees or officials.

I. Inventory and Capital equipment. To define capital equipment, the County utilizes the definition of "property" as outlined by the Florida Statutes, Chapter 274, as individual items with a value of $1,000 or greater which have a life expectancy of more than one year. Capital equipment purchased by the Provider using County funds are assets of the County, are intended for the County funded programs, considered to be owned by the County. The Provider shall establish and maintain a property control system, and shall be responsible for maintaining a current inventory on all capital items purchased with County funds on forms provided by the County or on forms mutually agreed upon by the County and the Provider. This will include listing on a property record by description, mode, serial number, and date of acquisition and cost. Such property shall be inventoried annually, and an inventory report shall be submitted to the County once a year (July). Records for capital items shall be retained for three (3) years after its disposition. When the Provider is no longer funded by the County, the equipment will be returned to the County for use by another funded program.

XVIII. RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW.

A. Certificate of Corporate Status. The provider must submit to the County, within thirty (30) days from the date of execution of this Contract, a certificate of status in the name of the provider, which certifies the following: that the provider is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the providers most recent annual report has been filed; that its status is active; and that the provider has not filed an Article of Dissolution.

B. Board of Director Requirements. The Provider shall insure that the Board of Directors is apprised of the fiscal, administrative and contractual obligations of the project funded through the County by passage of a formal resolution authorizing execution of the Contract with the County. Failure to provide a copy of the resolution within forty-five (45) days of execution of this contract may result in termination of this Contract.

C. Proof of Tax Status. The Provider is required to submit to the County the following documentation: (a) The I.R.S. tax exempt status determination letter; (b) the most recent I.R.S. form 990; (c) the annual submission of I.R.S. form 990 within (6) months after the Provider's fiscal year end; (d) IRS 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the 941 reflects a tax liability, proof of payment must be submitted within sixty (60) days after the quarter ends.

D. Accounting Records. The Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by the Provider for not less than five (5) years beyond the term of this Contract. However, if any audit, claim, litigation, negotiation or other action involving this Contract or Modification hereto has commenced before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular retention period, which ever is later.

E. Financial Audit. Within one-hundred and eighty days (180) of the close of the fiscal year, the Provider agrees to submit to the County a certified independent fiscal audit of all its corporate activities and any accompanying management letter(s), for each year during which this Contract remains in force and until all funds expended from this Contract have been audited. This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and standards contained in the Government Auditing Standards issued by the Comptroller General of the United States. The fiscal audit must also be conducted consistent with the United States Office of Management and Budget Circular A-133, Audit of States, Local Government and Non-Profit Organizations and the Florida Single Audit Act, Florida Statutes 215.97, as applicable.

For audits conducted under the Office of Management and Budget Circular A-133, Audit of States, Local Government and Non-Profit Organizations and the Florida Single Audit Act, Provider must also submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan when the schedule of findings and questioned costs prepared by the independent auditor discloses audit findings relating to this contract. If this is not submitted to the County by the dates specified, funds may be withheld until the requirements are met. In the event that the independent auditor does not disclose audit findings relating to this Contract, Provider shall provide written notification to the County that an audit of Provider was conducted in accordance with applicable laws and regulations and that the findings and questioned costs disclosed no audit findings related to this Contract; and, that the summary schedule of

prior audit findings did not report on the status of any audit findings relating to awards that the County provided.

Audit extensions may be granted in writing by the County upon receipt in writing of such request with appropriate justification from the Provider.

F. Provider shall submit an updated Wage and Comparability study annually.

G. Access to Records: Audit. The County reserves the right to require the Provider to submit to an audit or review by an auditor, personnel or contractor of the County's choosing. The Provider shall provide access to all of its records which relate to this Contract at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to insure compliance with applicable accounting and financial standards, including access by the County or its designee to Provider's independent auditor's working papers for complying with federal, state or local requirements. The Provider agrees to maintain supporting documentation for all services provided under this Contract and shall submit such supporting documentation to the County upon request.

H. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit which is normally ¼ of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs.

Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or Independent Private Sector Inspector General (IPSIG) retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying.

The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions,

financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontractors and all other Contracts executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

I. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Provider's budget and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services.

The terms of this provision herein, apply to the Provider, its officers, agents, employees, sub-consultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Contract. The terms of this Section shall not impose any liability on the County by the Provider or any third party.

J. Performance Record Keeping and Reporting. The Provider shall maintain and/or furnish data and perform the following functions as indicated:

1. Enter data into the approved family and information system and Galileo on a daily basis to record information on children and families; document observation; and track child's developmental progress, health information, family's goals towards self-sufficiency, family needs, etc., pursuant to the instructions provided by the County. Attendance shall be entered by Friday midnight of each week.

2. Comply with the County's Results Oriented Management and Accountability System (ROMA) reporting requirement by the first working day of each month.

3. Submit any such reports as may be required by the HHS and the County by the specified deadlines.

4. Provide by the fifth working day of each month, the Monthly Delegate Service Report in the format provided by the County.

5. Provide in February an updated work plan for the upcoming school year. The work plan shall be in compliance with the Head Start Performance Standards and the Head Start Act. The plan shall outline the policies and procedures for including children with disabilities in accordance with the Americans Disabilities Act (ADA), 42 U.S.C. §12101 et seq., as may be amended from time to time.

6. Centers must maintain a minimum of 85% Average Enrolled Attendance (AEA) on a monthly basis. When the AEA falls below 85% the Provider will send the County a complete analysis of the cause by the 5th of the month.

K. Monitoring: Management Evaluation and Performance Review. This section shall pertain only to Providers whose funding allocation under this Contract is $10,000 or more or whose funding allocation becomes $10,000 or more during the term of this Contract.

The Provider agrees to permit County personnel to perform random scheduled monitoring, reviews and evaluations of the program which is the subject of this Contract. The County shall monitor both fiscal/administrative and programmatic compliance with all the terms and conditions of the Contract.

The Provider shall permit the County to conduct site visits, client interviews, client assessment surveys, fiscal/administrative review and other techniques deemed reasonably necessary in the County's sole discretion to fulfill the monitoring function. A report of the County's findings will be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the County may suspend payments or terminate this Contract. The County shall conduct one or more formal management evaluation and performance reviews of the Provider. Continuation of this Contract or future funding is dependent upon satisfactory evaluation conclusions. Furthermore, the findings of monitoring reports, responsiveness to corrective action, the satisfactory performance of the requirements of this Contract and the timely receipt of requested information shall be considered factors in evaluating future funding requests.

The Provider shall, on an annual basis, develop and execute a self-assessment plan that is approved by the Policy Committee. Results of the findings and the corrective action plans shall be submitted to the County in the required format.

The Provider shall implement the County's Quality Assurance and Service Reliability System for planning.

L. Client Records. The Provider shall maintain a separate individual case file for each client/family served. This case file shall include all pertinent information regarding client activity. These files shall be subject to the audit and inspection requirements under this Contract. All such records will be retained by the Provider for no less than five (5) calendar years after the participant is no longer enrolled. Provider agrees to comply with all applicable state and federal laws on privacy and confidentiality.

M. Internal Controls and Documentation. The Provider is expected to institute internal controls and maintain records in accordance with standard best practices. Provider agrees to maintain

the following, as applicable: (1) personnel files of employees, which include hiring records, background screening results, job descriptions, and evaluation procedures; (2) authorized time sheets, records, and attendance sheets to document the staff time billed to provide Services; (3) daily activity logs and monthly calendars of services provision; (4) training modules; (5) pre and post session questionnaires; (6) participant consent and information release forms; (7) agency policies and procedures and (8) such other information related to Service provision as described in this contract or requested by the County.

N Health Insurance Portability and Accountability Act. Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHP/PHI will be held confidential;
5. Making Protected health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor/Provider must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

O. Disaster Plan/Continuity of Operations Plan (COOP). The Provider shall submit to the County an Agency Disaster Plan/COOP by April 1st of each contract year. If the Provider does not have a COOP Plan currently with the (submitted within the past year) it must submit a COOP Plan within thirty (30) days of execution of this Contract. The Plan should be updated annually. At a minimum, the Plan should describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Emergency Management related Florida Statutes applicable to the Provider. The Disaster Plan is subject to review and approval of the County.

XIX. SUBCONTRACTORS AND ASSIGNMENTS. The Provider shall neither assign the responsibility of this Contract to another party nor subcontract any of the Services contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld. Any sub-license, assignment or transfer otherwise occurring shall be null and void. Any approved subcontracts shall be governed by the terms and conditions of the Contract.

Provider shall be responsible for all Services performed and all expenses incurred with the Contract. It is understood by the Provider that the County shall not be liable to a subcontractor for any expenses or liabilities incurred under a subcontract and the Provider shall be solely liable to the subcontract. The Provider, at its sole expense, will defend the County against such claims.

In no event shall the County directly advance funds to any subcontractor. All payments to authorized subcontractors shall be paid directly by Provider to the subcontractor.

If this Contract involves the expenditure of $100,000 or more by the County and the Provider intends to use subcontractors to provide the services or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment E. Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment E without prior written approval of the County.

XX. CONFIDENTIALITY. Provider and the County understand that during the course of performing the Services hereunder, each party may have access to certain confidential and proprietary information and materials of the other party in order to further performance of the Services. The Parties shall protect confidential information and comply with applicable federal and state laws on confidentiality to prevent unauthorized use, dissemination or publication of confidential information as each party uses to protect its own confidential information in a like manner. The Parties shall not disclose the confidential information to any third party, or to any employee or contractor who does not have a need to know such information, which need is related to performance of a responsibility hereunder. However, this agreement imposes no obligation upon the Parties with respect to confidential information which (a) was lawfully known to the receiving party before receipt from the other, (b) is or becomes a matter of public knowledge through no fault of the receiving party, (c) is rightfully received by the receiving party from a third party without restriction on disclosure, (d) is independently developed by or for that party, (e) is disclosed under operation of law, (f) is disclosed by the receiving party with the other party's prior written approval. The confidentiality provision of this Contract shall remain in full force and effect after the termination of this Contract.

XXI. SECURITY OBLIGATION. Provider shall maintain an appropriate level of data security for the information Provider is collecting or using in the performance of this Contract. This includes, but is not limited to, approving and tracking all Provider employees who request system or information access and ensuring that user access has been removed from all terminated Provider employees.

XXII. MISCELLANEOUS.

A. Out of Town Travel. Costs for out-of-town travel are allowable, if they are useful for the administering of program activities and with prior approval of the County.

B. Petty Cash. Providers who establish a petty cash fund must maintain detailed support documentation in accordance with the Provider's Fiscal Policies.

C. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events funded by this Contract shall recognize the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes the County for the

support of all contracted activities.

This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo for these expressed purposes is permissible. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the County is its funding source.

D. Contract Guidelines. The Provider agrees to comply with all Federal, State and County laws, rules and regulations, which are incorporated herein by reference. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida.

Provider agrees to comply with the standards and requirements established under the Community Action Agency's Request for Proposal (RFP) document, which is incorporated by reference as if set forth in its entirety herein. In addition, the Provider agrees to provide the County with the program and services described in Provider's response to the RFP. Where any terms or conditions provided for under the (RFP) conflict with the terms and conditions in this Contract and its attachments, the language of this Contract and its attachments shall control.

E. Modifications and Change Orders. Any alterations, variations, modifications, extensions or waivers of provisions of this Contract including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

The County and Provider mutually agree that modification of the Scope of Services, schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be negotiated as a written amendment to this Contract between the parties.

The County Mayor or Mayor's designee is authorized to make modifications to this Contract as described herein on behalf of the County.

The County and Provider mutually agree that the County may effect amendments to the Contract without the written consent of the Provider, to conform the Contract to changes in the laws, directives, guidelines and objectives of County, State and Federal governments.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed change orders.

F. Counterparts. This Contract is signed in four (4) counterparts, and each counterpart shall constitute an original of this Contract.

G. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

H. Waivers. Failures or waivers to insist on strict performance of any covenant, condition,

or provision of this Contract by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve the Provider from performing any subsequent obligations strictly in accordance with the terms of this Contract. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Contract specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

I. Review of this Contract. Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

J. Totality of Contract/Severability of Provisions. No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

This twenty-four (24) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	U. S. Department of Health and Human Services Head Start Performance Standards and Other Regulations
Attachment B:	Budget
Attachment C:	Miami-Dade County Affidavits
Attachment C1:	Code of Business Ethics
Attachment C2:	Miami-Dade County Debarment Disclosure Affidavit
Attachment D:	State Public Entities Crime Affidavit
Attachment E:	List of Subcontractors and Suppliers
Attachment F:	Purposely Omitted
Attachment G:	Living Wage Affidavit
Attachment H:	State of Florida Chapter 65C-22 Florida Administrative Code
Attachment I:	State of Florida Chapter 65E-11 Florida Administrative Code

IN WITNESS WHEREOF, the parties hereto have caused this Contract, including Attachments A-J, to be executed by their respective and duly authorized officers as of the day and year first above written.

(SEAL)

ATTEST: _____
AGENCY

By: _____
(Signature of Authorized Representative)

_____
Type or Print Name

By: _____
(Signature of Authorized Representative)

_____
Type or Print Name

Witnesses:

By: _____
Signature

_____
Type or Print Name

By: _____
Signature

_____
Type or Print Name

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
GEORGE M. BURGESS
COUNTY MANAGER