Memorandum

MIAMI-DADE COUNTY

Date: April 6, 2010

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

Agenda Item No. 8(B)(1)(A)

From: 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 EXTEND THE CONTRACT TERM FOR ALL THE COUNTY'S HEAD START/EARLY HEAD START DELEGATE AGENCIES FOR ONE ADDITIONAL YEAR, THROUGH PROGRAM YEAR 2010 – 2011

Recommendation

The Miami-Dade County Community Action Agency Board (CAA Board) recommends 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 amendment and extension of the existing contracts between Miami-Dade County and the fourteen (14) Delegate Agencies listed below for the continued provision of Head Start/Early Head Start services in substantially the same form as Attachments A, B, and C respectively, which are attached hereto and incorporated herein, for Program Year 2010-2011. Both an amendment and a contract extension are necessary in order to incorporate any additional funding that may be received, as defined below and to extend the contracts for the forthcoming program year.

The delegate agencies are as follows:

Allapattah	Le Jardin
Catholic Charities	O'Farrill Learning Center
Centro Mater	Our Little Ones
Family Christian Association (FCAA)	Paradise Christian School
Haitian Youth	St. Alban's
KIDCO	Sunflower Academy
Landow	United Way of Miami

Scope

The County's Head Start program applied for and received a multi-year American Reinvestment and Recovery Act (ARRA) award from the United States Department of Health and Human Services (HHS), through a competitive process, for both program improvement and funding to support additional Head Start and Early Head Start slots. Several existing Delegate Agencies were included in the application along with the County. Head Start was successful in its bid and was awarded $6,079,965.00 in ARRA funds in the fall of 2009, for services covering the two program years of 2009-2010 and 2010-2011. Of the total funds awarded $2,027,147 is earmarked for the Delegate agencies for the 2010-2011 Program Year.

At the time of the award, the County was in the process of issuing a Request for Proposals (RFP) through the Department of Procurement (DPM) to identify and select qualified Delegate Agencies to continue the provision of Head Start/Early Head Start services on behalf of the County for the 2010-2011 Program Year, commencing August 1, 2010, through July 31, 2011. The RFP process was necessitated due to the final year of a three year contract that is currently in effect with the existing Delegate Agencies that expires July 31, 2010. However, in light of the ARRA award which involves the majority of the fourteen Delegate Agencies and overlaps Program Years 2009-2010, and 2010-2011, it has been determined that in the best interest of the Head Start/Early Head Start Program, the County should not issue a RFP at this time; and the process suspended with the RFP being issued for the 2011-2012 Program Year. Both the Head Start Policy Council and the CAA Board concur with this determination.

A RFP at this time could potentially have a negative impact on an existing Delegate Agency that was awarded ARRA funding earmarked for a specific purpose if the Delegate agency was not selected in the competitive process. Should such an event occur, the County could be in jeopardy of forfeiting the federal funding in addition to services being terminated to the children who were the benefactors of the additional Head Start/Early Head Start slots awarded to the Program. Further, the Head Start program is scheduled to undergo its next federal review in 2011; and the award of a new Delegate Agency through a RFP process may not allow adequate time to train and fully prepare that Delegate for a federal review. For the aforementioned reasons, the CAA Board recommends extending the term of the Delegate Agencies' contracts for one additional year, to run concurrently with the final year of the ARRA funding award period, which will expire on July 31, 2011.

Fiscal Impact/Funding Source

The United States Department of HHS requires a twenty-five (25%) percent match for all funding awards. Each Delegate Agency is required by contract with the County, to provide the federal match based on the amount awarded. The County's portion of the grant match is included in the department's budget and is currently provided through a combination of sources, including General Revenue, Voluntary Pre-Kindergarten (VPK) proceeds, and in-kind contributions.

Track Record/Monitor

The Community Action Agency Head Start/Early Head Start program has implemented an extensive ongoing monitoring plan/schedule that is designed to assess the program and ensure compliance with the Head Start Performance Standards. Utilizing the Federal Office of Head Start's Protocol, staff conducted detailed programmatic and fiscal reviews of each of the Delegate Agencies as well as the County operated sites. The intent of the reviews is to ensure the operation of the program is in accordance with the more than 1,700 Federal regulations, standards and procedures defined in the Protocol for Head Start/Early Head Start Programs. CAA proactively monitored records, observed interactions with children and compared findings with each of the required protocols for the various program disciplines, such as mental health, disabilities, education, administration, nutrition, etc.

Written reports produced for each of the site reviews outlining the findings are shared with the Delegate Agency's Board Chair as well as the Executive Director. Findings are categorized as either issues of non-compliance or deficiencies. As appropriate, corrective action plans are developed with specific timeframes for resolution of the noted findings. Subsequent visits are conducted after the initial review period to ensure implementation of corrective action plans, and to address any noted compliance issues. All of the Delegate Agencies recommended for contract renewal and extension are performing at a satisfactory level based on the defined HHS standards and procedures. Copies of the Delegate monitoring reports are maintained by the County and are available at the Head Start/Early Head Start administrative office for review. The Head Start Program Coordinator is responsible for the oversight of the program's monitoring.

Federal Monitoring

In January 2010, the County received the final closeout report from HHS for its 2008 tri-annual Federal monitoring denoting that all issues of non-compliance have been successfully resolved. It is anticipated that the next Federal Review of the program will take place in midyear in 2011.

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 6310 preschool age children and 446 infant and/or toddler age children and their families, an increase of 100 Head Start slots and 128 Early Head Start slots due to a funding increase of ARRA dollars. Of this number 4,042 slots for Head Start and 192 slots for Early Head Start are operated by delegates. All of these preschool slots are funded by the Department of Health and Human Services. The County, along with the fourteen (14) Delegate Agencies, operates a total of seventy-nine (79) centers countywide.

All of the current Delegate Agencies were selected through a competitive process that commenced in 2007 with the issuance of a RFP. The intent of the RFP was to afford community-based early child care and education providers the opportunity to become Head Start/Early Head Start Delegate Agencies and to expand center based services to areas of the County that have been determined as high need and/or underserved. Additionally, while the contractual amount over the combined term will exceed $1 million for thirteen of the fourteen agencies, therefore, requiring BCC approval, all of the contracts for renewal and extensions are being brought to the BCC for approval pursuant to Resolution R-794-07.

The chart denoted below illustrates the total slots and amount of both Head Start and ARRA funding currently awarded to each Delegate agency.

	Head Start (HS) Program - Regular Operation		Head Start ARRA		Total Slots/Contract Amount	
Agency	**Slots**	**Funding**	**Slots**	**Funding**	**Slots**	**Funding**
Allapattah	80	$552,402	0	$0	80	$552,402
Catholic Charities	1,277	$8,736,535	0	$0	1,277	$8,736,535
Centro Mater	530	$3,132,365	0	$0	530	$3,132,365
Family Christian Association (FCAA)	500	$3,323,061	0	$0	500	$3,323,061
Haitian Youth	60	$333,118	30	$201,000	90	$534,118
KIDCO	360	$2,485,807	0	$0	360	$2,485,807
Landow	60	$414,301	20	$134,000	80	$548,301
Le Jardin	480	$3,066,470	0	$0	480	$3,066,470
O'Farrill Learning Center	62	$428,111	20	$134,000	82	$562,111
Our Little Ones	118	$655,149	0	$0	118	$655,149
Paradise Christian School	165	$1,139,328	20	$134,000	185	$1,273,328
Sunflower Academy	60	$414,301	0	$0	60	$414,301
United Way of Miami	20	$111,042	10	$67,000	30	$178,042
St. Alban's	170	$1,173,853	0	$0	170	$1,173,853
Total:	**3,942**	**$25,965,843**	**100**	**$670,000**	**4042**	**$26,635,843**

Early Head Start (EHS) Program - Regular Operation			Early Head Start ARRA		Total Slots/Contract Amount	
Agency	**Slots**	**Funding**	**Slots**	**Funding**	**Slots**	**Funding**
Catholic Charities	16	$221,704	16	$215,121	32	$436,825
Centro Mater	16	$221,704	8	$87,026	24	$308,730
KIDCO	16	$221,704	16	$215,121	32	$436,825
Le Jardin	16	$221,704	16	$215,121	32	$436,825
Family Christian Association (FCAA)	24	$332,556	0	$0	24	$332,556
Haitian Youth	0	$0	16	$215,040	16	$215,040
Landow	0	$0	16	$215,121	16	$215,121
United Way	0	$0	16	$194,597	16	$194,597
Total:	**88**	**$1,219,372**	**104**	**$1,357,147**	**192**	**$2,576,519**
				$2,027,147		**$29,212,362**

Attachments

Special Assistant for Social Services

MEMORANDUM
(Revised)

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

DATE: April 6, 2010

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

SUBJECT: Agenda Item No. 8(B)(1)(A)

Please note any items checked.

_____ "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

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ No committee review

✓ Applicable legislation requires more than a majority vote (i.e., 2/3's ✓, 3/5's ____, unanimous _____) to approve

✓ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(B)(1)(A)

4-6-10

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 TO EXTEND THE CONTRACT TERM OF HEAD START/EARLY HEAD START DELEGATE AGENCIES FOR ONE ADDITIONAL YEAR, THROUGH PROGRAM YEAR 2010 – 2011, INCLUDING CONTRACTS THAT EXCEED $1,000,000

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, waives 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, 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 to allow for the extension of contracts between Miami-Dade County and the current fourteen (14) Delegate agencies for the continued provision of Head Start/Early Head Start services and award a contract to each of the agencies included in the attached memorandum, for a combined amount not to exceed $29,212,362.00, in substantially the same form as Attachments A, B and C for Head Start/Early Head Start Program Year 2010 – 2011; and authorizes the County Mayor or Mayor's designee to file, execute, and exercise any necessary amendments, modifications, extensions, cancellations and termination clauses of the contracts 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 6th day of April, 2010. 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.

Shannon D. Summerset

AMENDMENT # _____
TO FY 2009-2010 CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
DELEGATE AGENCY

Miami-Dade County by and through its **Community Action Agency** located at 701 NW 1st Court, Miami, FL 33136 (hereinafter called "County") and _____ located at _____ (hereinafter called "Provider") hereby agree on this _____ of _____2010 to amend the Contract executed on August 1, 2009 between the County and the Provider and authorized by Resolution No. R-810-09.

NOW, THEREFORE, in consideration of the mutual covenants recorded herein and made a part of this Amendment, the County and the Provider agree to the amendments as follows:

1. **Article I. <u>AMOUNT PAYABLE</u>** is amended as follows:

Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed $_____.

2. **Article IV. <u>BUDGET SUMMARY</u>** last paragraph is amended as follows:

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, 2010. The final budget revision must be submitted by April 30, 2011.

3. **Article V. <u>EFFECTIVE TERM</u>** is amended as follows: The effective term of this Contract shall be from **<u>August 1, 2010</u>** to **<u>July 31, 2011.</u>**

4. This amendment shall be effective August 1, 2010 and shall expire July 31, 2011.

5. Except for the changes enumerated above, all other provisions of the August 1, 2009 contract and all accompanying amendments shall remain in full force and effect.

6. This amendment is hereby made a part of the August 1, 2009 contract.

IN WITNESS WHEREOF, the parties agree to the mutual covenants herein contained and have caused this two (2) page Amendment No.____ to the August 1, 2009 Contract to be executed by their respective and duly authorized officers this ____day of _____ 2010.

(SEAL)

_____
AGENCY NAME

ATTEST:

By: _____ By:_____
(Signature of Authorized Representative) (Signature of Authorized Representative)

_____ _____
Type or Print Name Type or Print Name

Witnesses:

By: _____ By:_____
(Signature) (Signature)

_____ _____
Type or Print Name Type or Print Name

MIAMI-DADE COUNTY, FLORIDA

ATTEST:

HARVEY RUVIN, CLERK

By:_____ By:_____
Deputy Clerk George M. Burgess
County Manager

MIAMI-DADE COUNTY
HEAD START PROGRAM
CONTRACT RENEWAL

This Contract, made this ___ day of _____, 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 _____, having offices at _____ (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; and

WHEREAS, pursuant to the original contract entered into between the County and the Provider, the County desires to exercise the final option to renew for one (1) additional year,

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 $_____. The Amount Payable under this Agreement includes a Cost of Living Adjustment (COLA) of 4.9%. The COLA is comprised of a permanent and temporary increase in the base funding level of this Agreement. The permanent increase in the base funding level is 3.06% of the COLA. The temporary increase in the base funding level is 1.84% of the COLA and shall terminate at the end of the 2009-2010 program year. 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.

A. The Provider agrees to the following service provisions and conditions:

1. Administer the Head Start Program, as defined by the United States Department of Health and Human Services and County rules, five (5) days a week for a total of 175 (one hundred and seventy-five) school days throughout the term of this Agreement for a maximum of _____ slots for pre-school children (ages 3 to 5 years old). Full enrollment of slots shall be obtained on the first day of class and maintained throughout the Program year. Provider shall maintain a waiting list of eligible applicants. The waiting list shall represent not less than 20% of Provider's total enrollment. Provider shall also maintain an inquiry list, i.e. a list of individuals who have expressed an interest in enrolling their child/ren in the Head Start Program. Slots that remain vacant for an excess of thirty (30) days may result in a reduction of funding.

2. Adhere to all applicable Head Start Programs Performance Standards, notices and instructions as promulgated by the United States Department of Health and Human Services Administration for Children and Families (ACF), Administration for Children, Youth and Families (ACYF), including but not limited to Code of Federal Regulations (CFR), Title 45 Parts 1301, 1302, 1303, 1304, 1305, 1306, 1308, 1309 and Section 544(g)(3) of the Head Start Act, Florida Statutes (Section 402.301-402.319 and Section 120.60), Florida Administrative Code (Chapter 65C-22 and Chapter 64E-11) and appropriate County requirements, all of which are incorporated herein by reference. These rules, regulations and requirements must be followed to the extent that they are consistent with the Head Start Act, 42 U.S.C. §9807 et seq., as amended.

3. Provide the children enrolled in the Head Start Program with a separate classroom, ensuring that they are not sharing the classroom with children who are not enrolled in the Head Start Program. The maximum number of children allowed in the classroom of three-year olds is seventeen (17). A class is considered to serve predominately three-year old children if more than half of the children in the class will be three-years old by September 1 of the school year. Four-year olds who reach age four between September 2nd and December 31 of the school year may share a classroom with three-year olds, up to a maximum of seventeen (17) children if the predominant age of the children is three years old and up to a maximum of twenty (20) children if the predominant age of the children is four years old.

4. The hours of operation for Head Start funded sites are from 7:30 a.m. to 4:00 p.m. No center may operate for less time and no fee can be charged for this time. Additional services that fall outside of these time frames may be offered either free of charge or for a fee. If a fee is charged for after-school care during the regular Head Start year or during the summer when Head Start is closed, the Provider must send a notice to the parents advising them that the service is not part of the Head Start services. A copy of this letter should be submitted to the County's Head Start Director.

5. Establish and maintain an organizational structure that supports the accomplishment of program objectives. The structure must address the following program management functions: Management of early childhood development and health services, including child development and education; child medical, dental, and mental health; child nutrition; and services for disabilities; and management of family and community partnerships, including parent activities and the Head Start director with demonstrated skills and abilities in a management capacity relevant to human services program management. (1304.52 (a)(1), 1304.52(b)(1)&(2).

6. Ensure that all staff that are paid by Head Start, either entirely and partially, attends the annual Pre-Service Training Conference, and in-service staff trainings developed for the program.

7. Submit all applications of over-income children to the County for approval prior to the child entering the program. This includes children with disabilities and children transitioning from Early Head Start. Failure to comply will result in a reduction of reimbursement for each child not approved. The reduction will be pro-rated on the delegate cost per child.

8. Provide a daily educational program following the curriculum designated by the County, *High Scope Curriculum*. Daily Educational Program for infants, toddlers, and/or pre-school children shall emphasize the social, physical, emotional, and appropriate cognitive skills as specified by 45 CFR part 1304.21. Any special enhancement projects or special grants that affect the Head Start curriculum must be approved by the County prior to implementation.

9. Ensure immunizations, medical exams, dental, behavioral and developmental screening and appropriate follow-up care for all enrolled children.

10. Ensure that staff eats lunch with the children daily and provide hands-on nutritional activities weekly.

11. Maintain no less than ten (10) percent of the funded enrollment with children who have disabilities and provide disability services in coordination with the Program. Provider shall also comply with Individuals with Disabilities Education Act (IDEA) 20 U.S.C. §1400 et. seq., as may be amended from time to time.

12. Provide Family and Community Partnerships and parent involvement services in coordination with the County, in an effort to ensure that parents share in the decision making processes. The Provider's Head Start Policy and Parent Committees must be clearly identified and must maintain accurate minutes which reflect Head Start's parent activities, education, financial records and other related documents. Powers and functions of the Policy Committee must be in compliance with 42 U.S.C. §9837, Head Start Act, as amended.

13. Provide a meeting allowance of $10.00 per meeting for a maximum of two (2) meetings per month for income eligible members of the Policy Committee.

14. Provide funding for the Parent Activity Fund at a rate of $7.00 per slot. The Activity Fund shall be governed by the federal guidelines and ensure that parents have the role in deciding how these funds will be utilized.

15. Head Start and Early Head Start classroom staff, including substitutes, must comply, at a minimum, with credentialing requirements as per ACF-IM-HS-08-12, or subsequent updates.

16. Establish and maintain an organizational structure that supports the accomplishment of program objectives. Each Provider shall ensure qualifications of content area experts.
    a. Parent Involvement Services supported by staff or consultants with training, experience, and skills in assisting the parents of young children in advocating and decision-making for their families.
    b. Education and Child Development Services supported by staff or consultants with training and experience in areas that include: the theories and principles of child growth and development, early childhood education and family support. In addition, staff or consultants shall meet the qualifications for classroom teachers.
    c. Health Services supported by staff or consultants with training and experience in public health, nursing, health education, maternal and child health, or health administration. This requirement must also be followed when a health procedure must be performed by a licensed/certified health professional.
    d. Nutrition Services supported by staff or consultants who are registered dieticians or nutritionist.
    e. Family and Community Partnership Services supported by staff or consultants with training and experience in field(s) related to social, human or family services.
    f. Disability Services supported by staff or consultants with training and experience in securing and individualizing needs for children with disabilities.
    g. Provide mental health services supported by staff or consultants who are licensed or certified mental health professional with experience and expertise in serving young children and their families.
    h. A qualified fiscal officer acquired for either regularly scheduled or ongoing services.

17. Providers operating center based programs shall adhere to the following staffing requirements and qualifications:
    a. Employ and maintain two (2) paid staff persons (a teacher and a teacher aide or two teachers or substitutes for each classroom).

18. All resumes and educational credentials for all staff including contractual staff, shall be reviewed for qualification of positions in which any portion of the salary is to be paid by the Head Start program. Where Provider hires staff without obtaining prior review and approval from the County for a position's

qualifications, the County shall only reimburse Provider for retroactive payment of staff positions up to sixty (60) days of the County's approval. Requests for reimbursement exceeding sixty (60) days of the County's approval will be disallowed. Required documentation includes but may not be limited to a current resume, educational credentials, and Policy Committee minutes documenting the Committee's approval of recommendation to hire staff. If an emergency situation occurs, e.g. an unanticipated vacancy of position vital to the operation of the program, staff may be hired for a maximum of thirty (30) days prior to the approval by the Policy Committee, but requests for approval of required qualifications must be submitted to the Program immediately. Transcripts and/or Degrees provided in languages other than English shall be translated into English at the expense of Provider.

19. Education Coordinators, including those serving as curriculum specialists, shall possess a Baccalaureate or advance degree in early childhood education or a related degree with eighteen (18) credits in early childhood education by September 30, 2013.

20. Job descriptions shall be submitted for the upcoming school year by August 1st. No more than two (2) modifications shall be allowed per job description per program year.

21. Family and children data must be entered into the database identified by the Program.

22. Display prominently at the entrance of every facility a County approved signage informing the community that the Provider is receiving and utilizing Head Start/Early Head Start funds.

B. The County agrees to the following:

1. To monitor, evaluate and provide guidance to the Provider as it performs its obligations under this Contract.

2. Make available to the Provider appropriate training and technical assistance and notify the Provider of all local, state, and national conferences of relevance to the Head Start program.

3. Reimburse the Provider subject to the availability of federal funds and pursuant to the HHS grant on a monthly basis in accordance with the Provider's approved monthly reimbursement package.

4. Reimburse the Provider for nutrition services provided to children enrolled in Head Start not covered by USDA Child and Adult Care Food Program.

5. Provide disability services for all identified children in the Head Start Program.

Provider shall first seek to provide services through Medicaid or other such insurer before expending Head Start funding. Funds allocated for disabilities services shall not exceed the annual allotment.

6. Provide health services for all children enrolled in the Head Start program up to a maximum of $100,000 annually. Provider shall first seek to provide services through Medicaid or other such insurer before expending Head Start funding. Funds allocated for disabilities services shall not exceed the annual allotment.

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, 2009. The final budget revision must be submitted by April 30, 2010.

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),Florida Statutes, 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 initiated. If the Provider fails to furnish to the County proof that background screening was initiated 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 al. of the Code of Miami-Dade County), as amended, and all applicable federal and state conflict of interest provisions, which are 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 all applicable local, state and federal 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 Mayor or Mayor's designee 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 Mayor or Mayor's designee 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 shall be divided in equal parts and deducted from Provider's monthly reimbursements over a six (6) month-period beginning in September 2009.

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 No Payment of Subcontractors. 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 in excess of sixty (60) calendar days and missing required 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, Section 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. Wage Comparability. 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 grantees 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-six (26) 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

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Contract, including Attachments A-I, 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)

By: _____
(Signature of Authorized Representative)

_____
Type or Print Name

_____
Type or Print Name

Witnesses:

By: _____
Signature

By: _____
Signature

_____
Type or Print Name

_____
Type or Print Name

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
GEORGE M. BURGESS
COUNTY MANAGER

MIAMI-DADE COUNTY
EARLY HEAD START PROGRAM
CONTRACT RENEWAL

This Contract, made this _____ day of _____, 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 _____, having offices at _____, (hereinafter referred to as "Provider") states conditions and covenants for the administration of a portion of the County's Early 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, pursuant to the original contract entered into between the County and the Provider, the County desires to exercise the final option to renew for one (1) additional year

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 $_____. The Amount Payable under this Agreement includes a Cost of Living Adjustment (COLA) of 4.9% for the HHS portion of the funding. The COLA is comprised of a permanent and temporary increase in the base funding level of this Agreement. The permanent increase in the base funding level is 3.06% of the COLA. The temporary increase in the base funding level is 1.84% of the COLA and shall terminate at the end of the 2009-2010 program year. Both parties agree that should available County and/or Children's Trust 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 federal allocation. 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.

A. The Provider agrees to the following service provisions and conditions:

1. Administer the Early Head Start Program, as defined by the United States Department of Health and Human Services and County rules, five (5) days a week for a total of 230 (two hundred and thirty) school days throughout the term of this Agreement for a maximum of __Early Head Start and __ Early Head Start Children's Trust slots for infants and toddlers (ages 0 to 3 years old). Full enrollment of slots shall be obtained on the first day of class and maintained throughout the Program year. Provider shall maintain a waiting list of eligible applicants. The waiting list shall represent not less than 20% of Provider's total enrollment. Provider shall also maintain an inquiry list, i.e. a list of individuals who have expressed an interest in enrolling their child/ren in the Head Start Program. Slots that remain vacant for an excess of thirty (30) days may result in a reduction of funding.

2. Adhere to all applicable Head Start Programs Performance Standards, notices and instructions as promulgated by the United States Department of Health and Human Services Administration for Children and Families (ACF), Administration for Children, Youth and Families (ACYF), including but not limited to Code of Federal Regulations (CFR), Title 45 Parts 1301, 1302, 1303, 1304, 1305, 1306, 1308, 1309 and Section 544(g)(3) of the Head Start Act, Florida Statutes (Section 402.301-402.319 and Section 120.60) Florida Administrative Code (Chapter 65C-22 and Chapter 64E-11) and appropriate County requirements, all of which are incorporated herein by reference. These rules, regulations and requirements must be followed to the extent that they are consistent with the Head Start Act, 42 U.S.C. §9807 et seq., as amended.

3. Provide the children enrolled in the Early Head Start Program with a separate classroom, ensuring that they are not sharing the classroom with children who are not enrolled in the Early Head Start Program. The maximum number of children allowed in the Early Head Start classroom is eight (8).

4. The hours of operation for Early Head Start funded sites are from 7:30 a.m. to 6:00 p.m. No center may operate for less time and no fee can be charged for this time. Additional services that fall outside of these time frames may be offered either free of charge or for a fee. If a fee is charged for after-school care during the regular Early Head Start year, the Provider must send a notice to the parents advising them that the service is not part of the Head Start services. A copy of this letter should be submitted to the County's Head Start Director.

5. Establish and maintain an organizational structure that supports the accomplishment of program objectives. The structure must address the

following program management functions: Management of early childhood development and health services, including child development and education; child medical, dental, and mental health; child nutrition; and services for disabilities; and management of family and community partnerships, including parent activities and the Head Start director with demonstrated skills and abilities in a management capacity relevant to human services program management. (1304.52 (a)(1), 1304.52(b)(1)&(2).

6. Ensure that all staff that are paid by Early Head Start, either entirely or partially, attends the annual Pre-Service Training Conference, Infants, Toddlers, and Pregnant Women Conference, and all in-service staff trainings developed for the program.

7. Submit all applications of over-income children to the County for approval prior to the child entering the program. This includes children with disabilities and children transitioning from Early Head Start. Failure to comply will result in a reduction of reimbursement for each child not approved. The reduction will be pro-rated on the delegate cost per child.

8. Provide a daily educational program following the *Creative Curriculum* designated by the Program. Daily Educational Program for infants, toddlers, and/or pre-school children shall emphasize the social, physical, emotional, and appropriate cognitive skills as specified by 45 CFR part 1304.21. Any special enhancement projects or special grants that affect the Early Head Start curriculum must be approved by the County prior to implementation.

9. Ensure immunizations, medical exams, dental, behavioral and developmental screenings are obtained and timely and appropriate follow-up care for all enrolled children is provided.

10. Ensure that staff eats lunch with the toddlers daily and provide hands-on nutritional activities weekly. Infants shall be held while being fed. Infants and young toddlers shall be fed "on demand" to the extent possible or at appropriate intervals.

11. Maintain no less than ten (10) percent of the funded enrollment with children who have disabilities and provide disability services in coordination with the Program. Provider shall also comply with Individuals with Disabilities Education Act (IDEA), 20 U.S. C. §1400 et seq., as may be amended from time to time.

12. Provide Family and Community Partnerships and parent involvement services in coordination with the Program, in an effort to ensure that parents share in the decision making processes. The Provider's Head Start Policy and Parent Committees must be clearly identified and must maintain accurate minutes which reflect Head Start's parent activities, education, financial records and other related documents. Powers and functions of the Policy Committee must be in compliance with section 642(c) (3) of the Head Start Act (42 U.S.C. 9837).

13. Provide a meeting allowance of $10.00 per meeting for a maximum of two meetings per month for income eligible members of the Policy Committee.

14. Provide funding for the Parent Activity Fund at a rate of $7.00 per slot. The Activity Fund shall be governed by the federal guidelines and ensure that parents have the role in deciding how these funds will be utilized.

15. Provide disability services for all identified children in the Early Head Start Program.

16. Provide mental health services for all identified children in the Early Head Start Program.

17. Provide health services for all uninsured children enrolled in the Early Head Start Program.

18. Head Start and Early Head Start classroom staff, including substitutes, must comply, at a minimum, with credentialing requirements as per ACF-IM-HS-08-12, or subsequent updates.

    In addition to the above requirements, staff working as teachers with infants and/or toddlers must obtain a Child Development Associate (CDA) credential for Infants and Toddler Care givers or an equivalent credential that addresses comparable competencies within one (1) year of hire as a teacher of infants and toddlers.

19. Establish and maintain an organizational structure that supports the accomplishment of program objectives. At the minimum, each provider shall ensure that the following program management functions are assigned within the program.

    a. Parent involvement services supported by staff or consultants with training, experience, and skills in assisting the parents of young children in advocating and decision-making for their families.

    b. Education and child development services supported by staff or consultants with training and experience in areas that include: the theories and principles of child growth and development, early childhood education, and family support. In addition, staff or consultants shall meet the qualifications for classroom teachers.

    c. Health services supported by staff or consultants with training and experience in public health, nursing, health education, maternal and child health, or health administration. This requirement must also be followed when a health procedure must be performed by a licensed/certified health professional.

d. Nutrition services supported by staff or consultants who are registered dieticians or nutritionist.

e. Family and community partnership services supported by staff or consultants with training and experience in field(s) related to social, human or family services.

f. Disability services supported by staff or consultants with training and experience in securing and individualizing needs for children with disabilities.

g. Provide mental health services supported by staff or consultants who are licensed or certified mental health professionals with experience and expertise in serving young children and their families.

20. Providers operating center based programs shall adhere to the following staffing requirements and qualifications:

    a. Employ and maintain two paid staff persons (2 caregivers or substitute for each classroom), ensuring a ratio of 1:4.

    b. A qualified fiscal officer acquired for either regularly scheduled or ongoing services.

21. All resumes and educational credentials for staff including contractual staff, shall be reviewed for qualification of positions in which any portion of the salary is to be paid by the Early Head Start program. Where Provider hires staff without obtaining prior review and approval from the County for a position's qualifications, the County shall only reimburse Provider for retroactive payment of staff positions only up to sixty (60) days prior to the County's approval. All other requests for retroactive reimbursements shall be disallowed. Required documentation include but is not limited to a current resume, educational credentials, and Policy Committee minutes documenting the Committee's approval of recommendation to hire staff. If an emergency situation occurs, e.g. an unanticipated vacancy of position vital to the operation of the program, staff may be hired for a maximum of thirty (30) days prior to the approval by the Policy Committee, but requests for approval of required qualifications must be submitted to the Program immediately. Transcripts and/or Degrees provided in languages other than English shall be translated into English at the expense of Provider.

22. Education Coordinators, including those serving as curriculum specialists, shall possess a Baccalaureate or advance degree in early childhood education or a related degree with eighteen (18) credits in early childhood education by September 30, 2013.

23. Job descriptions shall be submitted for the upcoming school year by August 1st. No more than two (2) modifications per job description shall be allowed per program

year.

24. Family and children data must be entered into the database identified by the Program.

25. Provider shall be responsible for supplying all diapering supplies (e.g. diaper, wipes, gloves, changing paper, etc). during the hours in which infants and/or toddlers are in attendance at the center.

26. Display prominently at the entrance of every facility a County approved signage informing the community that the Provider is receiving and utilizing Head Start/Early Head Start funds.

B. The County agrees to the following:

1. To monitor, evaluate and provide guidance to the Provider as it performs its obligations under this Contract.

2. Make available to the Provider appropriate training and technical assistance and notify the Provider of all local, state, and national conferences of relevance to the Early Head Start program.

3. Reimburse the Provider subject to the availability of federal funds and pursuant to the HHS grant on a monthly basis in accordance with the Provider's approved monthly reimbursement package.

4. Reimburse the Provider for nutrition services provided to children enrolled in Early Head Start not covered by USDA Child and Adult Care Food Program.

5. Provide disability services for all identified children in the Early Head Start Program. Provider shall first seek to provide services through Medicaid or other such insurer before expending Early Head Start funding. Funds allocated for disabilities services shall not exceed the annual allotment.

6. Provide health services for all children enrolled in the Early Head Start program up to a maximum of $100,000 annually. Provider shall first seek to provide services through Medicaid or other such insurer before expending Early Head Start funding. Funds allocated for disabilities services shall not exceed the annual allotment.

IV. <u>BUDGET SUMMARY</u>. 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 Program 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. The 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, 20 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 or subcontracted personnel upon hiring.

2. Per Florida Statue 1012.465, 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 children, 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 al. of the Code of Miami-Dade County), as amended, and all applicable federal and state conflict of interest provisions, which are 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 all applicable local, state and federal 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 USC 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 Mayor or Mayor's designee 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 Early 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 shall be divided in equal parts and deducted from Provider's monthly reimbursements over a six (6) month-period beginning in September 2009.

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 No Payment of Subcontractors. 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 which 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, 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 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 in support of fund entitlement. 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. Wage Comparability. 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 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. §12103 et. seq. as amended.

6. Centers must maintain a minimum of 85% Average Enrolled Attendance (AEA) on a monthly basis. When the AEA falls below 85% an analysis of the cause will be sent to the Program 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 not 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/or its attachments, the language of this Contract and/or 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. 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-six (26) 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-I, 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)

By: _____
(Signature of Authorized Representative)

_____
Type or Print Name

_____
Type or Print Name

Witnesses:

By: _____
Signature

By: _____
Signature

_____
Type or Print Name

_____
Type or Print Name

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
GEORGE M. BURGESS
COUNTY MANAGER