

Memorandum



Date: June 2, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 9(A)(2)

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing Early Head Start Childcare Partnership Grant and Sub-Grant Agreements

Resolution No. R-497-15

Recommendation

It is recommended that the Board of County Commissioners ("Board") authorize the County Mayor or County Mayor's designee to receive and expend grant funds from the United States Department of Health and Human Services in the amount of \$4,106,554.00 for the Miami-Dade County Community Action and Human Services Department Early Head Start Childcare Partnership Program ("Program") and to enter sub-grant agreements with the agencies listed below:

"Sub-grantee's"

1. Balls of Fire Paradise Academy, Inc.
2. Early Childhood Professional Services Inc. DBA Bethany Child Development Center II
3. Crystal Learning Center, Inc.
4. Decroly Learning Child Care Center, Inc.
5. Kidz Tyme Learning Academy LLC
6. Memorial Temple Missionary Baptist Church Inc. DBA Memorial Temple Early Childhood Education Center
7. Play and Read Academy Corp
8. Room 2 Bloom Academy LLC
9. Room 2 Bloom LLC
10. Shining Light Childcare Development Center Inc.
11. The Association for Retarded Citizens, South Florida, Inc. AKA The ARC of South Florida

During the initial selection process 14 sub-grantees were selected and approved in the original grant submission however, three (3) of the sub-grantee's that were selected and approved failed to meet minimum square footage and adult child ratio requirements. Two (2) additional sub-grantee's will be selected in accordance with the selection process outlined in the federal grant submission and authorized by the United States Department of Health and Human Services (DHHS). The new sub-grantee's are subject to the approval of DHHS.

The cost per child will be \$7,349.00. The estimated slots for each sub-recipient are noted in Exhibit E with the provisional funding amounts allocated to each sub-recipient. The final determination of early childhood slots will be based upon the determination of useable space and an intensive health and safety monitoring protocol provided by the Administration of Children and Families, Office of Head Start (ACF).

The Early Head Start Child Care Partnership Program is a grant which is separate and different from the County's existing Head Start and Early Head Start Program and which resulted from new funding initiatives from the Administration of Children and Families, Office of Head Start. ACF has set aside \$500 million for new Early Head Start-Childcare Partnerships. These grants allow new and existing Early Head Start programs to partner with local child care centers and family child care providers serving infants and toddlers from low-income families which are not current Early Head Start delegate agencies. ACF is supporting communities as they expand high quality early learning opportunities to infants and toddlers through Early Head Start Child Care Partnerships.

The primary goal of the grant is to enhance the quality of early care in the community. The grant requires that Early Head Start Programs partner with community-based early child care centers to improve the quality of these centers. The quality improvement consists of training, professional development, more stringent requirements, intensive monitoring, and the opportunities to provide caregivers with higher wages. Many of the new early child care partners do not, as of yet, meet the standards that traditional Early Head Start delegates must meet. This grant provides for an eighteen-month start-up period to bring the child care partners to Early Head Start standards.

Miami-Dade County Community Action and Human Services Department Head Start/Early Head Start used a systematic and comprehensive process in the selection of early childcare partners. The grantee researched potential partners for licensing status, eligibility for state-funded subsidies, and a sound business model. The grantee then evaluated the child care sites for health, safety, facilities, and the provision of comprehensive services. A stratified approach was used to select the providers in the targeted catchment areas (determined by ACF). The selected early childcare centers were submitted in the grant proposal and approved by the Office of Head Start.

A description of the federal Early Head Start – Childcare Partnership grant is included Exhibit B.

The Program will have an initial term of 18 months. The Early Head Start-Child Care Partnership grant requires the program to operate for 48 weeks providing a full-day, full-year program.

Given the short timeline for this grant, it is in the best interest of the County to waive provisions of Resolution No. R-130-06 – requiring execution by all parties of the sub-grant agreements prior to approval by the County Commission.

Scope

Miami-Dade County Community Action and Human Services Department (“Department”) proposes to serve a total of 240 Early Head Start Childcare Partnership infants and toddlers in various locations throughout the County. All of the children will be served in 13 contracted private child care centers.

Fiscal Impact/Funding Source

The federal grant requires a non-federal match (“Non-Federal Share”) of 20 percent of the total cost of the program, and limits development and administrative costs to a maximum of 15 percent of the total cost of the program, including the non-federal share. There is no anticipated fiscal impact to the Miami-Dade County general fund for the provision of these services. The Non-Federal Share of \$1,026,638.00

will be proportionately divided among the Subgrantees, and the Department will provide a portion of this amount through in-kind cost allocated salaries.

The Department intends to seek, and expects to receive, a waiver from the United States Department of Health and Human Services for \$201,185.00 of the \$1,026,638.00 total non-federal share. Of the \$4,106,554.00 grant, \$1,005,929.00 is dedicated to start-up costs. The remaining \$3,100,625.00 will fund hiring of new Early Head Start staff, training of new Early Head Start staff and sub-grantee staff and teachers, in addition to funding 240 new Early Head Start – Childcare Partnership grant slots for infants and toddlers.

Track Record/Monitor

The Department has a successful track record of implementing and administering Miami-Dade County's existing Early Head Start program. The Department's Acting Chief of School Readiness and Early Childhood Programs, Dr. Cathleen L. Armstead, will be responsible for the administration and monitoring of this Program.

Background

Since 1965, the Miami-Dade County Community Action and Human Services Department has been providing comprehensive child development services through the Head Start Program to low income preschool children three (3) to five (5) years of age. In 1990, the Department received additional funds to administer the Early Head Start Program for pregnant women and children up to the age of three (3) years old. In combination the current Head Start/Early Head Start Program is currently funded to serve 6,818 preschool and 512 infant and toddler children and their families. Early Head Start services are currently provided Countywide through contracts with 17 existing delegate agencies.

This new Early Head Start-Childcare Partnership grant was recommended and approved by the Community Action Agency Board and the Head Start Policy Council.

The Miami-Dade County was awarded \$4,106,554.00 from the United States Department of Health and Human Services Administration for Children and Families on March 27, 2015. The Department proposes to implement the Early Head Start Childcare Partnership program for 240 infants and toddlers enrolled in 13 contracted private child care centers with Subgrantees in targeted low income zip codes throughout Miami-Dade County. The federal Notice of Award to the County is included as Exhibit A. Subgrantees will execute subgrant agreements with the County in substantially the same form attached hereto as Exhibit C.



Russell Benford
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 2, 2015

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

SUBJECT: Agenda Item No. 9(A)(2)

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 Mayor'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. 9(A)(2)
6-2-15

RESOLUTION NO. _____ R-497-15

RESOLUTION RATIFYING THE ACTION OF THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE IN APPLYING FOR EARLY HEAD START CHILDCARE PARTNERSHIP GRANT FUNDS IN THE AMOUNT OF \$4,106,554.00 FROM THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES AND IN EXECUTING MEMORANDUM OF UNDERSTANDING WITH SUBGRANTEES; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE (1) TO EXECUTE SUBGRANT AGREEMENTS AND (2) TO RECEIVE AND EXPEND FEDERAL FUNDS AWARDED; AND APPROVING WAIVER OF RESOLUTION NO. R-130-06

WHEREAS, the United States Department of Health and Human Services recently created the Early Head Start Childcare Partnership grant program to enable early childhood centers in a community to engage in quality improvement; and

WHEREAS, this Board desires to accomplish the purpose 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:

Section 1. Ratifies the action of the County Mayor or the County Mayor's designee in applying for Early Head Start Childcare Partnership grant funds, in the amount of \$4,106,554.00 from the United States Department of Health and Human Services. The United States Department of Health and Human Services through its Administration for Children and Families awarded grant funds to the County pursuant to the Notice of Award attached hereto and incorporated by reference as Exhibit A. The federal Early Head Start Childcare Partnership grant program is broadly described in Exhibit B, attached hereto and incorporated by reference.

Section 2. Authorizes the County Mayor or the County Mayor's designee (1) to execute sub-grant agreements, in substantially the form as attached hereto and incorporated by reference as Exhibit C with the following "sub-grantee's": Balls of Fire Paradise Academy Inc.; Crystal Learning Center Inc.; Decroly Learning Child Care Center Inc.; Early Childhood Professional Services Inc. DBA Bethany Child Development Center; Kidz Tyme Learning Academy LLC; Memorial Temple Missionary Baptist Church Inc. DBA Memorial Temple Early Childhood Education Center; Play & Read Academy Corp; Room 2 Bloom Academy LLC; Room 2 Bloom LLC; Shining Light Childcare Development Center Inc.; The Association for Retarded Citizens South Florida Inc. AKA The ARC of South Florida; (2) to receive and expend federal funds awarded in accordance with applicable regulations and program guidelines; and (3) to exercise provisions, including renewal provisions, of the sub-grant agreements.

Section 3. Authorizes the County Mayor or County Mayor's designee to execute sub-grant agreements in substantially the form as attached hereto and incorporated by reference as Exhibit C with two additional sub-grantee's. The two sub-grantee's will be selected in accordance with the selection process approved by the United States Department of Health and Human Services (DHHS). New sub-grantee's are subject to the approval of the DHHS.

Section 4. Ratifies the action of the County Mayor or County Mayor's designee in executing memoranda of understanding ("memoranda") with the sub-grantees to evince the sub-grantee's participation in the grant program, in substantially the form attached hereto as Exhibit D, which memoranda shall be incorporated into the sub-grantee's sub-grant agreements.

Section 5. Approves waiver of provisions of Resolution No. R-130-06 requiring execution by all parties of the sub-grant agreements prior to approval by the County Commission.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz** who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

	Jean Monestime, Chairman	aye	
	Esteban L. Bovo, Jr., Vice Chairman	aye	
Bruno A. Barreiro	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dennis C. Moss	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	aye	Xavier L. Suarez	aye
Juan C. Zapata	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of June, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK



By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Estephanie S. Resnik

EXHIBIT A

1. RECIPIENT
Department of Health and Human Services
Administration for Children and Families
Notice of Award (NOA)

SAI NUMBER:

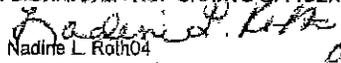
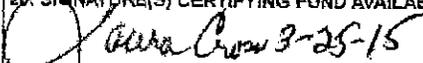
PMS DOCUMENT NUMBER:
 04HP002301

1. AWARDING OFFICE: OAVOGM/Region IV		2. ASSISTANCE TYPE: Discretionary Grant		3. AWARD NO.: 04HP0023/01		4. AMEND. NO.: 1	
5. TYPE OF AWARD: SERVICE		6. TYPE OF ACTION: Supplement		7. AWARD AUTHORITY: 42 USC 9801 ET SEQ.			
8. BUDGET PERIOD: 02/01/2015 THRU 07/31/2016		9. PROJECT PERIOD: 02/01/2015 THRU 07/31/2019		10. CAT NO./CFDA: 93.600			
11. RECIPIENT ORGANIZATION: Miami-Dade County OMB - Grants Coordination Stephen P. Clark Center Miami FL 33128 1994 Carlos A. Gimenez, Mayor				12. PROJECT / PROGRAM TITLE: Miami-Dade County Partners for Better Outcomes: Early Head Start Child Care Partnerships			
13. COUNTY: DADE		14. CONGR. DIST.: 25		15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: Daniel T Wall, Assistant Director			
16. APPROVED BUDGET:				17. AWARD COMPUTATION:			
Personnel..... \$ 620,499				A. NON-FEDERAL SHARE..... \$ 1,026,638 20.00 %			
Fringe Benefits..... \$ 245,633				B. FEDERAL SHARE..... \$ 4,106,554 80.00 %			
Travel..... \$ 0							
Equipment..... \$ 120,000				18. FEDERAL SHARE COMPUTATION:			
Supplies..... \$ 350,674				A. TOTAL FEDERAL SHARE..... \$ 4,106,554			
Contractual..... \$ 2,016,351				B. UNOBLIGATED BALANCE FEDERAL SHARE..... \$			
Facilities/Construction..... \$ 0				C. FED. SHARE AWARDED THIS BUDGET PERIOD. \$ 4,106,554			
Other..... \$ 753,397				19. AMOUNT AWARDED THIS ACTION:		\$ 1,005,929	
Direct Costs..... \$ 4,106,554				20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:		\$ 4,106,554	
Indirect Costs..... \$ 0				21. AUTHORIZED TREATMENT OF PROGRAM INCOME:			
At % of \$				ADDITIONAL COSTS			
In Kind Contributions..... \$ 0				22. APPLICANT EIN:		23. PAYEE EIN:	
Total Approved Budget(**).... \$ 4,106,554				1-596000573-B4		1-596000573-B4	
				24. OBJECT CLASS:		41.51	

25. FINANCIAL INFORMATION:				DUNS: 131910254 0000			
ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %	
OGM	04HP002301	75-576-1536	2015 G043128	\$1,005,929			

26. REMARKS: (Continued on separate sheets)

Client Population: 240.
 Number of Delegates: 0.
 Paid by DHHS Payment Management System (PMS), see attached for payment information.
 This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 For the full text of the award term, go to <http://www.acf.hhs.gov/grants/discretionary-competitive-grants>.
 This award is subject to the requirements set forth in 45 CFR Part 87.
 (**) Reflects only federal share of approved budget.
 This grant action awards the additional approved start-up funds under Common Accounting Number

27. SIGNATURE - ACF GRANTS OFFICER		DATE:	28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY	
 Nadine L. Roth 04		03/30/2015	 Carlos A. Gimenez 3-25-15	
29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S)			DATE:	
 Jeffrey L. Fredericks, Regional Program Manager			3-27-15	

1. RECIPIENT

**Department of Health and Human Services
Administration for Children and Families
Notice of Award (NOA)**

SAI NUMBER:

PMS DOCUMENT NUMBER:
04HP002301

1. AWARDING OFFICE: OA/OGM/Region IV		2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 04HP0023/01	4. AMEND. NO.: 1
5. TYPE OF AWARD: SERVICE	6. TYPE OF ACTION: Supplement		7. AWARD AUTHORITY: 42 USC 9801 ET SEQ.	
8. BUDGET PERIOD: 02/01/2015 THRU 07/31/2016		9. PROJECT PERIOD: 02/01/2015 THRU 07/31/2019		10. CAT NO./CFDA: 93.600
11. RECIPIENT ORGANIZATION: Miami-Dade County , OMB - Grants Coordination				

26. REMARKS: (Continued from previous page)

(CAN) G043128 for the Initial 02/01/2015 - 07/31/2016 budget period for the following purposes:
\$116,000 for Equipment, \$324,024 for Supplies, \$50,000 for Contractual, and \$516,905 for Other.
The total funding level in CAN G043128 for the initial 18 month budget period is \$1,005,929.

EXHIBIT B

Child Care Partnership Opportunity



<http://eclkc.ohs.acf.hhs.gov>

<http://eclkc.ohs.acf.hhs.gov/hslc/grants/ehs-ccp/opportunity.html>

Child Care Partnership Opportunity

- Home
- The Grant Opportunity
- How to Apply
- Evaluation Criteria
- News

The Grant Opportunity: What is the funding for?

In January of 2014, Congress appropriated \$500,000,000 to expand the number and quality of early learning opportunities for infants and toddlers through Early Head Start - Child Care Partnerships (EHS-CCP) grants or new Early Head Start (EHS) grants. This new competitive grant opportunity will fund both the partnering of Early Head Start programs with child care providers and non-partnership Early Head Start Expansion. Under EHS-CCP, new or existing Early Head Start grantees will partner with regulated center-based or family child care providers who agree to meet the Head Start Program Performance Standards. The resulting partnerships will allow programs to leverage their funds to provide more high quality early learning slots in their community.

Both EHS expansion and EHS-CCP grantees must follow Early Head Start Program Performance Standards. Applicants who propose a partnership with local child care providers and demonstrate strong alignment with other federally, state, or locally funded early childhood programs, such as Child Care and Development Fund (CCDF), will receive competitive priority.

The Basics: Early Head Start-Child Care Partnerships

The President's Initiative calls for an expansion of high quality early learning opportunities for young infants and toddlers in poverty. With funds designated in the Appropriations Act of 2014, the Administration will award five year grants to entities that can demonstrate their current capacity or proposed capacity to be a high quality Early Head Start program. The Administration anticipates a robust nationwide competition, including territories and tribes. Funding will be available within each state based on the number of young children in poverty, however, only high quality applications will be funded. No less than 3% and 4.5% of total funds will be reserved for American Indian and Alaska Native Head Start programs and Migrant and Seasonal Head Start programs, respectively.

Funds will be awarded through the Early Head Start program, thus all grantees and partners must meet the Head Start Program Performance Standards. Successful applicants will receive intensive onsite technical assistance to assure program implementation, but will not be subject to the formal monitoring process or the Designation Renewal System (DRS) prior to 18 months after the date of the award. Existing Early Head Start grantees that receive an EHS Expansion or EHS-CCP grant will be subject to DRS as scheduled for their original grant.

Entities eligible to apply for these funds including existing Head Start grantees, non-profit or for-profit community-based organizations, territories, and state, local and tribal governments.

The grants will allow local Early Head Start providers and their child care counterparts to leverage their funds to provide high quality, comprehensive early learning experiences to more infants and toddlers. Each partner can use funds directly as well as partner on activities such as training & technical assistance, management, and the delivery of comprehensive services. Many of Early Head Start comprehensive services, such as parent engagement activities, governance, management of advisory committees, or professional development training, may be provided through a central hub, if a grantee identifies this approach as appropriate to fit the community's needs.

Eligible Applicants

The entities that are eligible to apply for EHS Expansion and EHS-CCP grants include:

- Current Head Start or Early Head Start grantees
- Independent school districts
- Public and state controlled institutions of higher education
- Native American tribal governments (federally recognized)
- Public housing authorities/Indian housing authorities
- Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education
- Private institutions of higher education
- For-profit organizations
- Small businesses
- State governments
- County governments
- City or township governments

About Early Head Start

Early Head Start is a federally-funded, full-day and full-year, family-centered early care and education program for low-income infants and toddlers. The program provides early, continuous, intensive, and comprehensive child development and family support services. These services include educational, health, nutritional, behavioral, and family services which enhance the physical, social, emotional, and intellectual development of participating children.

Both EHS Expansion and EHS-CCP grantees must abide by the Head Start Program Performance Standards.

Understand Early Head Start better through this "Understanding Early Head Start" video, by exploring the Early Head Start portal, or by reading the research base.

Child Care Partnership Opportunity

Partnership Responsibilities

Partners will provide comprehensive services to the children they serve through these partnerships.

Program Options - Staffing and Ratios

Through this opportunity, programs may offer center-based services or family child care based services. While both of these options offer comprehensive services, each has its own requirements regarding group size and teacher/child ratios.

Group Ratios

Early Head Start ratios for center-based programs require one qualified teacher for every four infants/toddlers. The maximum group size is eight infants/toddlers, with two teachers. Whenever possible, there should be a third person in the classroom who is a volunteer.

For the family child care option, the maximum group size for one qualified teacher is six young children, with no more than five under the age of two. The maximum group size is 12 young children, with no more than two younger than 18 months, cared for by two teachers. For the family child care option, whenever present, the child care provider's own children under the age of six must be included in the count.

Additional assistance or smaller group size may be necessary when serving children with special needs who require additional care.

Hiring Staff

Grantees must hire staff or consultants who meet the required qualifications to provide content area expertise and oversight to programs. One consultant or staff member may serve in more than one role, assuming they meet the adequate qualifications for each role. Agencies must determine the appropriate staffing pattern necessary to provide these functions.

Education and child development staff

Health-related staff

Nutrition service staff

Mental health staff

Family and community partnership staff

Parent involvement staff

Disabilities services staff

Center directors

Fiscal Staff

Program Directors

Prior to hiring employees, grantees must conduct an interview, verify references, and obtain a state, federal, and/or tribal criminal record check.

Staff must have familiarity with the ethnic background of the families they serve. If the majority of children in a classroom speak one language, at least one direct-service staff member must speak that language. Teachers must be able to communicate with all families, either directly or through a translator.

Professional Development

Grantees must provide pre-service training and in-service training opportunities for program staff and volunteers to enhance the knowledge and skills they need to deliver Early Head Start services. In addition, programs must develop a professional development plan for each full-time employee who provides direct services to children. Grantees must report advancement in the plan each year.

Comprehensive Services

All grantees must ensure that every child receives all of the required services set forth in the Head Start Program Performance Standards, whether that is done directly by the grantee or through support or financial assistance to the child care partner. Grantees will ensure that all other comprehensive services will be provided directly by the grantee, by the partners, or through community referrals. Funding provided through this grant will support the implementation of these requirements.

The Early Head Start and Office of Child Care webinars offer information about Curriculum and Assessment; Health, Mental Health, Nutrition & Disabilities; and Family and Community Engagement in the context of Early Head Start-Child Care Partnerships.

The ECLKC portals on Early Head Start, Health, Disabilities, Cultural and Linguistic Responsiveness, and Parent, Family, and Community Engagement offer many resources to implement Head Start practices in ways that are right for your program.

Organizational Elements

All grantees must meet Head Start Program Performance Standards for Administrative and Financial Management, governance, facilities, and transportation.

Programs must provide a 20% non-Federal match of funds for each Early Head Start grant. Waivers for this match may be granted depending on each grantee's situation.

About the Child Care and Development Fund

The Child Care and Development Fund (CCDF) program provides funds to assist low-income families, families receiving temporary public assistance, and those transitioning out of public assistance, in obtaining child care so they can work or attend education/training programs.

The CCDF is the primary federal program devoted to providing families with child care subsidies and supporting states, territories, and Tribes in improving the quality of child care programs. CCDF is administered by the Office of Child Care (OCC), within the Administration for Children and Families (ACF) at the U.S. Department of Health and Human Services (HHS). HHS provides funding, oversight and technical assistance to the states, territories, and Tribes that administer the program.

Administration of Child Care and Development Fund

Under CCDF, the Lead Agency within a state, territory, or Tribe has considerable latitude in administering and implementing their child care programs. The CCDF Lead Agency is designated by the chief executive of a state or territory, or by the appropriate Tribal Leader or applicant, and has the responsibility and authority to:

- Administer and/or implement child care programs, directly or indirectly. If the Lead Agency administers or implements CCDF indirectly, child care services are provided by local agencies, including those that are public, private, non-profit, or for profit. The Lead Agency must have written agreements with such agencies, which specify mutual roles and responsibilities;
- Maintain its overall responsibility for child care programs. The Lead Agency determines the basic use of CCDF funds and the priorities for spending CCDF funds;

Child Care Partnership Opportunity

- Serve as the single point of contact for all child care issues;
- Develop the biennial CCDF Plan.

The CCDF Plan for states, territories, and Tribes serves as the application for CCDF funds by providing a description of, and assurance about, the child care program and services available to eligible families. Beginning in FY2012-2013, the CCDF Plan for states and territories contained an appendix called the Quality Performance Report (QPR), which is submitted annually. The QPR gathers information on state/territory's progress in meeting its goals as reported in the CCDF plan and on progress on improving the quality of child care.

Child Care and Development Fund Eligibility

CCDF serves families with children under the age of 13. If a child is intellectually or physically incapable of self-care or is under court supervision, CCDF may serve the individual up to age 19. Children receiving or in need of receiving protective services may also be eligible for child care services. Families must meet the following criteria to be eligible for CCDF:

1. Children must be citizens or qualified non-citizens and must either: (1) reside with parents or guardians who are working or participating in education or training activities; or (2) be in need of protective services. Citizenship/immigration verification requirements do not apply when a child receives Early Head Start services that are supported by CCDF funds and are subject to the Head Start Program Performance Standards.
2. Family income must be at or below 85 percent of state median income; however, CCDF grantees have the option to set a lower income threshold in order to target services to certain priority groups of families or children. For example, the state, territory, or Tribe may prioritize services for children with disabilities, children in the child welfare system, or homeless children.

CCDF grantees also have the flexibility to define protective services for purposes of eligibility. Often formal child welfare or foster care cases are included in definitions of protective services; but grantees may elect to include vulnerable populations such as homeless children and children of migrant workers or teen parents. Grantees may also establish additional priority rules to ensure access to services for targeted populations, such as families in Head Start programs or military families.

In addition, states, territories, and Tribes have a variety of options regarding their definition of "work", with some options promoting greater continuity of care for children and families. For example, grantees have the flexibility to include work-related activities, including periods of job search, in their eligibility criteria for "working". Retention of eligibility during a job search can alleviate some of the stress on families, facilitate a smoother transition back into the workforce, and support children's development by maintaining continuity in their early learning child care placement.

States, territories, and Tribes determine the frequency and timing of eligibility determinations. Longer periods between eligibility redeterminations and timing of redeterminations that align with the school year support continuity of care for children and families.

Child Care Subsidies and Contracts

States have the flexibility to determine the payment mechanism for providing eligible families with assistance. All grantees provide subsidies to eligible families through certificates (sometimes referred to as a voucher). Families who obtain a voucher can use it to purchase the child care of their choice from the full range of available providers, including centers and family child care homes. Under CCDF, the provider does not have to be licensed in order to serve CCDF children, but must meet basic health and safety requirements established by the state, territory, or Tribe. The law requires providers caring for children receiving CCDF to meet the health and safety requirements that address the prevention and control of infectious diseases (including immunizations), building and physical premises safety, and minimum health and safety training appropriate to the provider setting. Most grantees implement the CCDF health and safety requirements through licensing for child care providers that are required to be licensed under state, territory, or Tribe rules, and through separate processes for license-exempt providers.

Lead Agencies also have the option to extend contracts and grants to eligible providers for the purchase of child care slots. A common reason for awarding grants and contracts is to increase the supply of care that is hard to find, for example care for children with disabilities, care for infants and toddlers, or care during non-traditional hours. This is also done in order to coordinate child care services with programs such as Head Start, Early Head Start, pre-kindergarten, and after-school programs.

Families receiving a CCDF subsidy must contribute a family co-payment determined by the Lead Agency on a sliding fee scale based on the family's income and family size. States, territories, and Tribes have the ability to waive the co-payment for families with incomes below poverty.

Tribal Child Care and Development Fund

Over 500 federally-recognized Indian Tribes, Alaska Native Villages, and a Native Hawaiian organization receive CCDF funds directly or through consortium arrangements. The CCDF regulations provide significant flexibility for Tribes to design and administer their programs in accordance with the unique strengths, needs and challenges in their communities. Tribes, like states and territories, have flexibility in policies regarding eligibility, reimbursements to providers, family co-payments, and how they implement health and safety requirements.

Indian children are dually eligible to receive services from a Tribal or state CCDF program. This does not mean an Indian child can receive duplicative assistance from both a Tribal and a state program for the same expense; rather, they can receive assistance from one of these entities, assuming they meet the eligibility criteria. States and Tribes have a mutual responsibility to coordinate to ensure that duplication of services and expenses does not occur. This coordination can also help to maximize resources.

With few exceptions, Tribal CCDF Lead Agencies are located in rural, economically challenged areas. In these communities, the CCDF program plays a crucial role in offering child care options to parents as they move toward economic stability.

Who Benefits from Child Care and Development Fund Programs

Children from birth through age 12 in vulnerable families have access, through CCDF, to child care settings that meet their needs, from full-day early care and education programs to afterschool care for school-age children. All children in child care benefit from CCDF investments to help programs meet higher standards and improve the quality of teachers.

Parents in eligible low-income families receive help to pay for child care at a provider of their choice. Parents may also receive consumer education on topics such as what to look for in a quality child care provider. All parents with children in child care benefit from CCDF quality investments and from the peace of mind that comes from knowing CCDF funds are being used to improve child care facilities all over the country.

Child Care Providers receive reimbursement for serving low-income families and can draw on networks of training and technical assistance resources to help them provide high-quality child care services. OCC is committed to building a well-educated, fairly compensated, cohesive child care workforce with jobs built on intentional training and education.

Promoting Quality Care that Supports Children's Learning and Development

CCDF grantees have multiple policy, funding, and regulatory options they can use to promote high quality care. Subsidy policies and procedures, quality improvement efforts, and professional development and workforce initiatives all play a role in influencing the interactions between adults and the infants and toddlers in their care.

Quality Improvement Efforts: States, territories, and larger Tribal grantees are required to spend at least four percent of their CCDF allocation on quality-enhancing activities. States exceed the required minimum spending in recognition of the critical importance of quality. For example, in 2012, states spent \$1 billion in quality improvement. In addition, federal annual appropriations law designates CCDF funds to be targeted for quality improvement. These amounts include approximately \$100 million a year that grantees

Child Care Partnership Opportunity

collectively receive to improve the quality of care for infants and toddlers. In recent years, substantial investments have been made in efforts to build quality improvement systems that encourage, support, and recognize high-quality infant/toddler child care providers and individual teachers. For all quality improvement activities, Lead Agencies have the flexibility to consider goals and strategic plans and to use CCDF funds to improve the quality of care for all families, not just those receiving assistance under CCDF.

Quality Rating Improvement Systems (QRIS): QRIS is a method to assess, improve, and communicate the quality of child care programs. Higher quality standards correspond to progressively higher public ratings. QRIS set standards of excellence for child care providers and establish a pathway to allow programs to continually improve in order to achieve higher standards and more advanced ratings. Over half of the states have developed a QRIS. Many states use licensing standards and QRIS to create a framework for evaluating, improving, and communicating the level of quality in early childhood programs. A QRIS typically contains five key elements:

1. Program Standards (including licensing standards)
2. Supports to programs to improve quality
3. Financial incentives and supports
4. Quality assurance and monitoring
5. Outreach and consumer education

Many states now include standards specific to infants and toddlers in their licensing and QRIS that address the health, safety, and well-being of infants and toddlers while they are being cared for in child care.

Early Learning Guidelines: Early learning guidelines describe the expectations for what children should know (content) and be able to do (skills) at different levels of development. These standards provide guidelines, articulate developmental milestones, and set expectations for the healthy growth and development of young children, including infants and toddlers. Most states and territories have early learning guidelines for preschool-aged children and are working to develop early learning guidelines for infants and toddlers.

Professional Development Systems and Workforce Initiatives: Quality-enhancing investments to promote continuous improvement of program staff are a core element of CCDF. OCC is dedicated to creating pathways to excellence for child care programs through an effective, well-supported child care workforce. States and territories also make significant investments to ensure a well-qualified workforce. These may include opportunities for growth from entry level through master level teachers. States and territories invest in career pathways (or career ladders), professional development capacity, access to professional development opportunities, compensation, benefits, and workforce conditions.

Infant-Toddler Specialist Network - An infant-toddler specialist network is a system that coordinates the work of infant-toddler specialists who are charged with helping improve caregiver practices and increasing the quality of each infant and toddler's developmental experience. Infant-toddler specialist networks often provide key support for state-based professional development systems by providing services to the infant-toddler workforce, such as education and training, technical assistance, mentoring, and coaching. In addition, infant-toddler specialists can link the workforce to other quality programs and initiatives such as licensing, QRIS, Early Head Start, and other consultant networks.

Infant-Toddler Training - A variety of strategies are being used to help providers raise quality and increase teachers credentials and practices with infants and toddlers, including training, focusing on credit-bearing coursework, mentoring, coaching, consulting, and career advising.

Core Knowledge and Competencies - Core Knowledge and Competencies refer to the expectations for what the workforce should know (content) and be able to do (skills) in their role working with and/or on behalf of children and their families. These expectations provide a foundation for professional development design, such as instructional practices and course content. Many states/territories have supplemental or specialized core knowledge and competencies for infants and toddlers.

Infant-Toddler Credentials - State/Territory credentials are typically based on the core knowledge and competencies and often link to early childhood workforce advancement on career pathways, including specializations like working with infants and toddlers. Entities such as professional development offices, workforce data registries, child care resource and referral agencies, and other state agencies administer these credentials.

Technical Assistance

OCC provides a variety of technical assistance to support CCDF administrators in identifying and implementing effective policies and practices that build integrated child care systems. Integrated child care systems can help vulnerable families find high quality child care and promote the healthy development of young children.

OCC's technical assistance services are provided through a network of contractors and partners that comprise the Child Care Technical Assistance Network (CCTAN). CCTAN provides technical assistance to help states, Tribes, and territories administer CCDF funds and improve the quality of child care services. CCTAN projects vary in scope and address the full spectrum of child care topics, ages and settings.

Collaborations

Young children develop in the context of their families, other caregivers, and communities. To promote healthy growth and development, early care and education programs must address the diverse needs of children, families, and communities. This typically requires partnership across multiple service systems. Effective collaboration draws on the strengths of partnering programs in the community to promote a seamless system of high-quality early care and education services for children, linkages to necessary health and social services, and partnerships with families.

CCDF grantees are encouraged to partner with a variety of agencies to promote access to CCDF services and provide additional help for families to make informed choices about their child care. Common partners include federal, state, and local early childhood development programs, such as Early Head Start or Head Start, state/tribal agencies responsible for public health, employment services, public education institutions, and agencies that administer the Temporary Assistance for Needy Families program. To the maximum extent feasible, states should partner with any Indian tribes in the state receiving CCDF funds. Over half of states and territories combine multiple funding streams in an effort to streamline and enhance services for families.

This information includes material from the [101: Early Head Start-Child Care Partnerships \(PDF, 574KB\)](#) document.

Visit the OCC's Technical Assistance Network for Additional Resources at [Early Head Start - Child Care Partnerships](#).

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Last Reviewed: March 2014

Last Updated: July 21, 2014

Head Start Program Services Pool

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between herein referred to as the ("Sub-grantee"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Sub-grantee has offered to provide Early Head Start Program Services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); The federal grant application and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the County desires to enter into this Agreement for Sub-grantee to provide Early Head Start Program Services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

The following recitals are incorporated as if fully set forth herein:

County and Sub-grantee expressly understand and agree that this Agreement is conditioned upon receipt of funding by the County and approval for this Agreement from the United States Department of Health and Human Services.

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended.

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), the Budget Forms (Appendix B), the Business Associate Addendum (Appendix C), Sub-grantee's Application (Appendix D) and all other attachments and amendments issued hereto, and the Request for Expressions of Interest and Request for Applications (collectively the "RFA"), and all associated addenda and attachments.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Sub-grantee" to mean Allapattah Community Action, Inc. and its permitted

- successors and assigns.
- e) The word "Days" to mean Calendar Days.
 - f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Sub-grantee to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
 - g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
 - h) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
 - i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
 - j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Sub-grantee.
 - k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Sub-grantee, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Sub-grantee and whether or not in privity of Contract with the Sub-grantee.
 - l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Sub-grantee in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Appendices A, B and C to these terms and conditions (the Scope of Services, Budget Forms and Business Associate Addendum), the memorandum of understanding executed by the sub-grantee attached hereto and incorporated herein by reference as Appendix E.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this

Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The sub-grantee shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The sub-grantee acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Sub-grantee shall perform the same as though they were specifically mentioned, described and delineated.
- d) The sub-grantee Sub-grantee shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Sub-grantee acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The sub-grantee Sub-grantee agrees to provide input on policy issues in the form of recommendations. The sub-grantee Sub-grantee agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Sub-grantee agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date set forth on the front page and shall continue through July 31, 2016. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for four, one-year periods. The County reserves the right to exercise its option to extend this Contract for additional Program Years beyond the current Contract period by mutual agreement between the County and the Sub-grantee, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Community Action and Human Services Department
701 N. W. 1st Court
OTV 9-104
Miami, FL 33136
Attention: Head Start/Early Head Start Program Director

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department
Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the sub-grantee

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Sub-grantee warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Sub-grantee deemed necessary in order to determine the budget requirements to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, are subject to available funds, with availability determined in the sole discretion of the County, shall not exceed the amount specified in the Scope of Services, Appendix A for the maximum per child cost and shall be in accordance with the Budget Forms (Appendix B). Prior to the commencement of each Program Year, the County will supplement this Agreement with an individual Notice to Proceed (NTP) which will include the number of children to be served, services to be provided (i.e., Head Start/Early Head Start) and target geographic area where Services are provided by Sub-grantee and agrees to serve the number of children listed in the NTP by the County.

Should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County. Should additional County funding (i.e., COLA, program improvements, etc.) become available through the U.S. Department Health and Human Services (DHHS), such allocation may be apportioned to the Sub-grantee in accordance with Program policies and guidelines. The County shall have no obligation to pay the Sub-grantee any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Sub-grantee.

All Services undertaken by the Sub-grantee before County's approval of this Contract shall be at the Sub-grantee's risk and expense.

The Sub-grantee 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 resources unless there is a 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. The Sub-grantee agrees to submit proof of the required twenty-five (25%) of the non-federal resources monthly included with its invoices. If the Sub-grantee fails to provide proof of non-federal resources, the County shall reduce the monthly reimbursement in accordance with the shortage. The Sub-grantee 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 as listed in the Scope of Services (Appendix A).

With respect to travel costs and travel related expenses, the Sub-grantee agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out of pocket expenses including employee lodging, transportation, per diem, and all miscellaneous costs and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

In no event shall County funds be advanced directly to any subcontractor hereunder.

The County agrees to pay all budgeted costs incurred by the Sub-grantee which are allowable under the DHHS and County rules and guidelines, in accordance with the Budget Forms (Appendix B). Upon submission of satisfactory required monthly report, the County shall process payment.

ARTICLE 8. BUDGET

Refer to Scope of Services (Appendix A) for the maximum per child cost. The approved budget for Program is attached hereto as Appendix B. If the County adjusts the number of slots for Program the Program needs, the Sub-grantee shall submit a revised budget for County approval. Each Program Year thereafter, Sub-grantee shall submit a budget for the approved slots prior to the start of each HS/EHS Program year for County approval. The County may also require a revised budget at any time to account for enrollment/registration confirmation, including but not limited to the number of 3-year old and 4-year old Program participants. The approved budgets by the County are incorporated herein by reference.

The County will notify Sub-grantee of any increase or decrease to funding. The Sub-grantee may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Sub-grantee agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Sub-grantee, which are directly attributable or properly allocable to the Services, the Sub-grantee shall invoice the County for these Services, on a monthly basis, upon invoices certified by the Sub-grantee pursuant to Appendix B – Budget Forms, on

or before the tenth (10th) day of each month following the month in which the service was rendered, unless the County grants an extension in writing. All invoices shall be furnished with 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 detailing monthly expenditures made and the in-kind match provided by the Sub-grantee.

Payment requests shall be accompanied by the reimbursement package, including payroll taxes, insurances, any backup documentation to support reimbursement, copies of cancelled checks and any other such documentation as requested by the County. Requests for reimbursement shall be based on a line item budget and taken from the books of account kept by the Sub-grantee, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Sub-grantee. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments are made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

The Sub-grantee may shift funds between line items not to exceed ten percent (10%) of the total budget upon submission of a Budget Modification Request to the County for subsequent approval. Variances greater than ten percent (10%) in any line item require prior approval and a budget modification approved by the Sub-grantee's authorized representative and the County. The Sub-grantee shall not amend their budget more than twice during the Program year; once by December 31st and once by May 15th.

The Sub-grantee shall be paid through reimbursement payments in accordance with this Contract. Upon written request from the Sub-grantee, an advance payment of up to twenty percent (20%) of the contract award may be authorized by the County to defray start-up costs. The advance payment should be requested within thirty (30) days of the beginning of the Program year. The advance payment will be divided and deducted from reimbursement payments over eight (8) months or less depending on the contract execution date. Prior to the disbursement of any funds, the Sub-grantee 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.

The Sub-grantee 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 the Sub-grantee as required herein.

1. Each package must include copies of paid payroll taxes, insurances, any backup documentation to support reimbursement requests or additional requests made by the County, and copies of cancelled checks from the previous month, and documentation supporting the reported match.
2. All reimbursement packages shall be submitted within ten (10) working days after the end of the month.

3. The Sub-grantee 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 to the County prior to any requests for reimbursement.
4. Invoices in excess of sixty (60) calendar days will not be reimbursed.
5. Reimbursement for retroactive payment of staff positions in excess of sixty (60) days after the County's approval of qualification of staff will be disallowed.
6. The Sub-grantee shall provide documentation of compliance with the Davis-Bacon Act for construction/renovation projects in excess of \$2,000.
7. Reimbursement of credit card purchases requires proof that the statement of the credit card which reimbursement is requested has a zero balance.
8. Reimbursement for administrative costs shall not exceed ten percent (10%) of the combined contracted amount and matched amount for the Head Start budget.
9. Reimbursement for a lump sum payment of accrued leave will be disallowed.
10. 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. The rate for an Executive Level II employee cannot exceed \$179,700 per year.
11. The County will not approve payments for volunteer services provided to the Sub-grantee in support of the services detailed in this Contract.
12. The Sub-grantee 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 Sub-grantee must adequately justify their absence in writing and furnish copies as proof of expenditure. These documents shall be maintained by the Sub-grantee for a period of no less than five (5) years and shall be made available for County staff inspection at any time.

Invoices and associated back-up documentation shall be submitted in duplicate by the Sub-grantee to the County as follows:

Miami-Dade County
Community Action and Human Services Department
Head Start Program
701 N. W. 1st Court
OTV 10-177
Miami, FL 33136
Attention: Fiscal Unit Coordinator
Phone: 786-469-4743

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Sub-grantee 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 Agreement by the Sub-grantee or its employees, agents, servants, partners principals or subcontractors. The Sub-grantee 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. The Sub-grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Sub-grantee 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. For governmental entities, this indemnification is subject to the provisions of Florida Statute 768.28.

Upon County's notification, the Sub-grantee shall furnish to the Internal Services Department, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Sub-grantee as required by Florida Statute 440.
2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 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. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Contractor utilizing vans and/or mini-vans with seating capabilities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is \$500,000.
4. Insurance requirements under 45 CFR, Part 1301.11, including student accident insurance, liability insurance for accidents on Sub-grantee grantee's premises, and transportation liability insurance. Coverage will be provided with a minimum limit of \$2,000 per child.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Sub-grantee. All 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, according to 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 or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Sub-grantee hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Sub-grantee of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification by the County. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Sub-grantee shall have an additional five (5) business days to submit a corrected certificate to the County. If the Sub-grantee fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Sub-grantee shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Sub-grantee shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Sub-grantee shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Sub-grantee shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Sub-grantee in all aspects of the Services. At the request of the County, the Sub-grantee shall promptly remove from the project any Sub-grantee's employee, subcontractor, or any other person performing Services hereunder. The Sub-grantee agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Sub-grantee.
- b) The Sub-grantee agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Sub-grantee's personnel performing services hereunder at the behest of the County. Removal and replacement of any Sub-grantee's personnel as used in this Article shall not require the termination and or

demotion of such Sub-grantee's personnel.

- c) The Sub-grantee agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Sub-grantee agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Sub-grantee warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Sub-grantee shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Sub-grantee shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE SUB-GRANTEESUB-GRANTEESUB-GRANTEE

All employees of the Sub-grantee shall be considered to be, at all times, employees of the Sub-grantee under its sole direction and not employees or agents of the County. The Sub-grantee shall supply competent employees. Miami-Dade County may require the Sub-grantee to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Sub-grantee is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Sub-grantee's sole direction, supervision and control. The Sub-grantee shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Sub-grantee's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees and agents of the County.

The Sub-grantee does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Sub-grantee hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Sub-grantee's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

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- b) The Sub-grantee shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Sub-grantee agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Sub-grantee must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Sub-grantee and the Project Manager are unable to resolve their difference, the Sub-grantee may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Sub-grantee's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Sub-grantee to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Sub-grantee. Except as such remedies may be limited or waived elsewhere in the Agreement, Sub-grantee reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

- c) In those situations where this Agreement imposes an indemnity obligation on the Sub-grantee, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Sub-grantee fails to diligently defend such claims, and thereafter seek indemnity for costs from the Sub-grantee.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Sub-grantee shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Sub-grantee and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of five (5) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Sub-grantee's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Sub-grantee will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Sub-grantee agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Sub-grantee wishes to substitute personnel for the key personnel identified by the Sub-grantee's Application, the Sub-grantee must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Sub-grantee shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Sub-grantee will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Sub-grantee; and the Sub-grantee will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Sub-grantee. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Sub-grantee.
- b) The Sub-grantee, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such

other information as the County may require. The County will have the right to require the Sub-grantee not to award any subcontract to a person, firm or corporation disapproved by the County.

- c) Before entering into any subcontract hereunder, the Sub-grantee will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Sub-grantee's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Sub-grantee shall furnish to the County copies of all subcontracts between Sub-grantee and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractors of its obligations under the subcontract, in the event the County finds the Sub-grantee in breach of its obligations, the option to pay the Subcontractors directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Sub-grantee understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Sub-grantee for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Sub-grantee. The Sub-grantee accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such

individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Sub-grantee may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Sub-grantee and in such event:

- d) The Sub-grantee shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Sub-grantee will be compensated as stated in the payment Articles, herein, for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- f) All compensation pursuant to this Article is subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the sub-grantee. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 - i. the Sub-grantee has not delivered Deliverables on a timely basis.
 - ii. the Sub-grantee has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

- iii. the Sub-grantee has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Sub-grantee has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Sub-grantee's creditors, or the Sub-grantee has taken advantage of any insolvency statute or debtor/creditor law or if the Sub-grantee affairs have been put in the hands of a receiver;
 - v. the Sub-grantee has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Sub-grantee has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Sub-grantee has failed in the representation of any warranties stated herein.
 - viii. the Sub-grantee has failed to comply with federal, state or local laws, regulations or guidelines applicable to the Head Start/Early Head Start Program.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Sub-grantee's ability to perform the Services or any portion thereof, the County may request that the Sub-grantee, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Sub-grantee's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Sub-grantee for portions of the Services which the Sub-grantee has not performed. In the event that the Sub-grantee fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs, in the determination of the County, the County may so notify the Sub-grantee ("Default Notice"), specifying the basis for such default, and advising the Sub-grantee that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Sub-grantee to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Sub-grantee has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Sub-grantee shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Sub-grantee shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Sub-grantee shall also remain liable for any liabilities and claims related to the Sub-grantee's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Sub-grantee warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Sub-grantee shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Sub-grantee at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, and cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Sub-grantee shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Sub-grantee's expense, the rights provided under this Agreement to use the item(s).
- d) The Sub-grantee shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Sub-grantee shall enter into agreements with all suppliers and subcontractors at the Sub-grantee's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- e) The Sub-grantee shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY and RECORDS

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Sub-grantee or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Sub-grantee or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all county employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Sub-grantee nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Sub-grantee expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Sub-grantee shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Sub-grantee agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Sub-grantee shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Sub-grantee or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Sub-grantee shall accompany such materials.
- d) The sub-grantee shall comply with any and all applicable laws regarding public records and confidentiality of information pursuant to this agreement.

Pursuant to Section 119.0701 of the Florida Statutes, if the Sub-grantee meets the definition of "Contractor" as defined in Section 119.0701(1) (a), the Sub-grantee shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Sub-recipient upon

termination of this Agreement. Upon termination of this Agreement, the Sub-grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software or other material regardless of the physical form, characteristics, or mean of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

Sub-grantee's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Sub-grantee does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the County may, at the County'

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Sub-grantee acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Sub-grantee will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Delegate Agencies and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Sub-grantee's employees with the approval of the lessor or Sub-grantee's thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Sub-grantee will report to the County any information discovered or which is disclosed to the Sub-grantee which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Sub-grantee's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Sub-grantee hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Sub-grantee hereunder or furnished by the Sub-grantee to the County and/or created by the Sub-grantee for delivery to the County, even if unfinished or in process, as a result of the Services the Sub-grantee performs in connection with this Agreement, including

all copyright and other proprietary rights therein, which the Sub-grantee as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Sub-grantee shall not, without the prior written consent of the County, use such documentation on any other project in which the Sub-grantee or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Sub-grantee to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Sub-grantee and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Sub-grantee nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Sub-grantee, or any employee, agent, subcontractors or supplier thereof, without the prior written consent of the County, except as required for the Sub-grantee's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Sub-grantee and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Sub-grantee hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Sub-grantee shall be a registered vendor with the County – Internal Services Department, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Sub-grantee confirms its knowledge of and commitment to comply with the following, as applicable:

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| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code)</p> <p>2. Miami-Dade County Employment Disclosure Affidavit
(Section 2-8-1(d) (2) of the County Code)</p> <p>3. Miami-Dade Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the County Code)</p> <p>4. Miami-Dade Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the County Code)</p> <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code)</p> <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the County Code)</p> <p>7. Miami-Dade County Code of Business Ethics Affidavit
(Section 2-8.1(i) and 2-11(b) (1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</p> <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code)</p> <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the County Code)</p> <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the County Code)</p> <p>11. Subcontracting Practices
(Ordinance 97-35)</p> <p>12. Sub-Sub-grantee /Supplier Listing
(Section 2-8.8 of the County Code)</p> | <p>13. Environmentally Acceptable Packaging
(Resolution R-738-92)</p> <p>14. W-9 and 8109 Forms
(as required by the Internal Revenue Service)</p> <p>15. FEIN Number or Social Security Number
In order to establish a file, the Sub-grantee's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Sub-grantee's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:</p> <ul style="list-style-type: none"> ▪ Identification of individual account records ▪ To make payments to individual/Sub-grantee for goods and services provided to Miami-Dade County ▪ Tax reporting purposes ▪ To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records <p>16. Office of the Inspector General
(Section 2-1076 of the County Code)</p> <p>17. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.</p> <p>18. Antitrust Laws
By acceptance of any contract, the Sub-grantee agrees to comply with all antitrust laws of the United States and the State of Florida.</p> |
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b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

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ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Sub-grantee shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Sub-grantee's prices 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 Sub-grantee, its officers, agents, employees, subcontractors 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 Sub-grantee in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Sub-grantee or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust 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 conformance 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 inspector general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Sub-grantee, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Sub-grantee from the Inspector General or IPSIG retained by the Inspector General, the Sub-grantee 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 Sub-grantee'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, change order estimate files, worksheets, proposals and agreements relating to 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.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Sub-grantee agrees to comply with the provisions of any and all applicable Federal, State and County laws, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Environmental Protection Agency (EPA), as applicable to this Contract.
- c) Miami-Dade County Code, Chapter 11A. All Delegate Agencies and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment and shall not discriminate because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-grantee agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- d) "Conflicts of Interest" Section 2-11.1 of the County Code.
- e) Miami-Dade County Code Section 10-38 "Debarment".
- f) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- g) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Sub-grantee shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Sub-grantee, constitute a violation of any law or regulation to which Sub-grantee is subject, including but not limited to laws and regulations requiring that Sub-grantee conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Sub-grantee agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Sub-grantee attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Sub-grantee or any owner, subsidiary or other firm affiliated with or related to the Sub-grantee is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Sub-grantee submits a false affidavit pursuant to this Resolution or the Sub-grantee violates the Act or the Resolution during the term of this Contract, even if the Sub-grantee was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Sub-grantee represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested which the Sub-grantee intends to benefit through this Agreement. This Agreement is entered into by the Sub-grantee without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Sub-grantee directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Sub-grantee or to the best of the Sub-grantee's knowledge any subcontractor or supplier to the Sub-grantee.
- c) Neither the Sub-grantee nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Sub-grantee shall have an interest which is in conflict with the Sub-grantee's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship after receiving an opinion to that effect from the Miami-Dade County Commission on Ethics, provided the Sub-grantee provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Sub-grantee has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Sub-grantee shall promptly bring such information to the attention of the County's Project Manager. Sub-grantee shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Sub-grantee receives from the Project Manager in regard to remedying the situation. The County, at its sole discretion, may further refer investigation to the Commission on Ethics.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Sub-grantee without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Sub-grantee first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Sub-grantee and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Sub-grantee or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Sub-grantee has with the County, the Sub-grantee becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Sub-grantee under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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 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 Sub-grantee and reasonable assurances that IIHI/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 as may be required by law;
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 Sub-grantee 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.

ARTICLE 40. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Sub-grantee and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 41. THIRD PARTY BENEFICIARIES

The parties expressly agree this Agreement has no intended third party beneficiaries.

ARTICLE 42. TOTALITY OF AGREEMENT

This Agreement and Appendices, with its recitals on the first page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

- Appendix A: Scope of Services**
- Appendix B: Budget Forms**
- Appendix C: Business Associate Addendum**
- Appendix D: Sub-grantee's Application**
- Appendix E: Memorandum of Understanding**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Sub-grantee

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

EXHIBIT D

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ARC PROJECT THRIVE
AND
MIAMI - DADE COUNTY**

The purpose of this MOU is to establish an agreement between the above-mentioned entities, the Partner and the County concerning their respective roles and responsibilities for implementation of the Early Head Start Expansion and EHS-Child Care Partnership Grant: Partners for Better Outcomes Program (HHS-2015-ACF-OHS-HP-0814).

This agreement is intended to provide for the coordination of resources to ensure that children and families receive high-quality early care and education services according to the Early Head Start Standards as stipulated in the Head Start Act, 2007, the Head Start Performance Standards, and all other federal rules and regulations.

Pursuant to this Memorandum of Agreement, a contractual agreement will establish the responsibilities between my organization and the County regarding support, training, technical assistance and any other services needed, for the Partner to achieve Early Head Start standards as stipulated above.

This memorandum reflects our agreement with an understanding that full participation is contingent upon meeting all Federal laws and regulations promulgated in the Head Start Act (as amended 2007), the Head Start Program Performance Standard, all Federal, state, and local laws and regulations along with contractual requirements.

I. Introduction/Background

Miami-Dade County, hereinafter referred to as the County is contracting with Partnering Early Childhood Agencies ("Partner") to provide the Early Head Start Program, the ("Program") through the Early Head Start Expansion and EHS-Child Care Partnership Grant: Partners for Better Outcomes.

Early Head Start programs are governed by the Head Start Act, as amended December 12, 2007, the Head Start Program Performance Standards 45 CFR Chapter XIII, and any other Federal, state and local regulations. The Head Start Program Performance Standards are available at <http://eclkc.ohs.acf.hhs.gov/hslc/standards/hspps/45-cfr-chapter-xiii/45-cfr-chap-xiii-eng.pdf>

II. Period of Performance

The terms of this Memorandum shall be commensurate with the official notice of the awarding of Federal funds to Miami-Dade County Board of County Commissioners.

III. Sole Intent

The Partner agrees to work with Miami-Dade County Head Start/Early Head Start, and only Miami-Dade County Head Start/Early Head Start - under the parameters of the Early Head Start Expansion and EHS-Child Care Partnership Grant (HHS-2015-ACF-OHS-HP-0814) for the duration of the agreement. This partner and all subdivisions, locations, and sites agree to solely partner with Miami-Dade County CAHSD Head Start/Early Head Start and only Miami-Dade County CAHSD Head Start/Early Head Start.

IV. Scope of Work

We agree to work with the Miami-Dade County CAHSD Head Start/Early Head Start Program with the Early Head Start Expansion – EHS Child Care Partnership Grant: Partners for Better Outcomes.

Pursuant to that we shall comply with all laws, statutes, regulations, ordinances, resolutions, performance standards, professional standards, codes, rules and guidelines applicable to the services contemplated herein. The Partner shall be familiar with all Federal, State and local laws, statutes, regulations, ordinances, resolutions, performance standards, professional standards, codes, rules and guidelines that may in any way affect the goods or services offered.

We agree to operate an Early Head Start Program that focuses on the delivery of comprehensive early childhood care and education services for low-income and historically disadvantaged infants and toddlers (birth to three year olds) and their families.

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

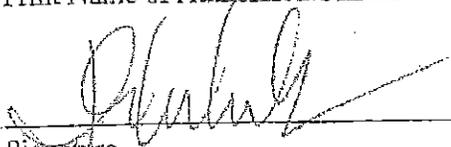
AUTHORIZED SIGNATURES FOR: Miami-Dade County

Signature of Authorized Official

Date

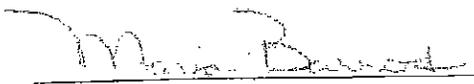
Russell Benford
Print Name of Authorized Official

Deputy Mayor
Full Title of Authorized Official


Signature

1/30/15
Date

ARC PROJECT THRIVE


Executive Director, Arc Project Thrive
Horseshoe City Director

1/30/2015
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BALLS of Fire
AND
MIAMI - DADE COUNTY**

The purpose of this MOU is to establish an agreement between the above-mentioned entities, the Partner and the County concerning their respective roles and responsibilities for implementation of the Early Head Start Expansion and EHS-Child Care Partnership Grant: Partners for Better Outcomes Program (HHS-2015-ACF-OHS-HP-0814).

This agreement is intended to provide for the coordination of resources to ensure that children and families receive high-quality early care and education services according to the Early Head Start Standards as stipulated in the Head Start Act, 2007, the Head Start Performance Standards, and all other federal rules and regulations.

Pursuant to this Memorandum of Agreement, a contractual agreement will establish the responsibilities between my organization and the County regarding support, training, technical assistance and any other services needed, for the Partner to achieve Early Head Start standards as stipulated above.

This memorandum reflects our agreement with an understanding that full participation is contingent upon meeting all Federal laws and regulations promulgated in the Head Start Act (as amended 2007), the Head Start Program Performance Standard, all Federal, state, and local laws and regulations along with contractual requirements.

I. Introduction/Background

Miami-Dade County, hereinafter referred to as the County is contracting with Partnering Early Childhood Agencies ("Partner") to provide the Early Head Start Program, the ("Program") through the Early Head Start Expansion and EHS-Child Care Partnership Grant: Partners for Better Outcomes.

Early Head Start programs are governed by the Head Start Act, as amended December 12, 2007, the Head Start Program Performance Standards 45 CFR Chapter XIII, and any other Federal, state and local regulations. The Head Start Program Performance Standards are available at <http://eclkc.ohs.acf.hhs.gov/lislc/standards/hspps/45-cfr-chapter-xiii/45-cfr-chap-xiii-eng.pdf>

II. Period of Performance

The terms of this Memorandum shall be commensurate with the official notice of the awarding of Federal funds to Miami-Dade County Board of County Commissioners.

III. Sole Intent

The Partner agrees to work with Miami-Dade County Head Start/Early Head Start, and only Miami-Dade County Head Start/Early Head Start - under the parameters of the Early Head Start Expansion and EHS-Child Care Partnership Grant (HHS-2015-ACF-OHS-HP-0814) for the duration of the agreement. This partner and all subdivisions, locations, and sites agree to solely partner with Miami-Dade County CAHSD Head Start/Early Head Start and only Miami-Dade County CAHSD Head Start/Early Head Start.

IV. Scope of Work

We agree to work with the Miami-Dade County CAHSD Head Start/Early Head Start Program with the Early Head Start Expansion – EHS Child Care Partnership Grant: Partners for Better Outcomes.

Pursuant to that we shall comply with all laws, statutes, regulations, ordinances, resolutions, performance standards, professional standards, codes, rules and guidelines applicable to the services contemplated herein. The Partner shall be familiar with all Federal, State and local laws, statutes, regulations, ordinances, resolutions, performance standards, professional standards, codes, rules and guidelines that may in any way affect the goods or services offered.

We agree to operate an Early Head Start Program that focuses on the delivery of comprehensive early childhood care and education services for low-income and historically disadvantaged infants and toddlers (birth to three year olds) and their families.

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURES FOR: Miami-Dade County

Signature of Authorized Official

Date

Russell Benford
Print Name of Authorized Official

Deputy Mayor
Full Title of Authorized Official

Signature

Date

Balls of Fire

Stefano J. Gonzalez
Executive Director, Balls of Fire

01-01-2015
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BETHANY CHILD DEVELOPMENT CENTER
AND
MIAMI - DADE COUNTY**

The purpose of this MOU is to establish an agreement between the above-mentioned entities, the Partner and the County concerning their respective roles and responsibilities for implementation of the Early Head Start Expansion and EHS-Child Care Partnership Grant: Partners for Better Outcomes Program (HHS-2015-ACF-OHS-HP-0814).

This agreement is intended to provide for the coordination of resources to ensure that children and families receive high-quality early care and education services according to the Early Head Start Standards as stipulated in the Head Start Act, 2007, the Head Start Performance Standards, and all other federal rules and regulations.

Pursuant to this Memorandum of Agreement, a contractual agreement will establish the responsibilities between my organization and the County regarding support, training, technical assistance and any other services needed, for the Partner to achieve Early Head Start standards as stipulated above.

This memorandum reflects our agreement with an understanding that full participation is contingent upon meeting all Federal laws and regulations promulgated in the Head Start Act (as amended 2007), the Head Start Program Performance Standard, all Federal, state, and local laws and regulations along with contractual requirements.

I. Introduction/Background

Miami-Dade County, hereinafter referred to as the County is contracting with Partnering Early Childhood Agencies ("Partner") to provide the Early Head Start Program, the ("Program") through the Early Head Start Expansion and EHS-Child Care Partnership Grant: Partners for Better Outcomes.

Early Head Start programs are governed by the Head Start Act, as amended December 12, 2007, the Head Start Program Performance Standards 45 CFR Chapter XIII, and any other Federal, state and local regulations. The Head Start Program Performance Standards are available at <http://eclkc.ohs.acf.hhs.gov/hslc/standards/hspps/45-cfr-chapter-xiii/45-cfr-chap-xiii-eng.pdf>

II. Period of Performance

The terms of this Memorandum shall be commensurate with the official notice of the awarding of Federal funds to Miami-Dade County Board of County Commissioners.

III. Sole Intent

The Partner agrees to work with Miami-Dade County Head Start/Early Head Start, and only Miami-Dade County Head Start/Early Head Start - under the parameters of the Early Head Start Expansion and EHS-Child Care Partnership Grant (HHS-2015-ACF-OHS-HP-0814) for the duration of the agreement. This partner and all subdivisions, locations, and sites agree to solely partner with Miami-Dade County CAHSD Head Start/Early Head Start and only Miami-Dade County CAHSD Head Start/Early Head Start.

IV. Scope of Work

We agree to work with the Miami-Dade County CAHSD Head Start/Early Head Start Program with the Early Head Start Expansion – EHS Child Care Partnership Grant: Partners for Better Outcomes.

Pursuant to that we shall comply with all laws, statutes, regulations, ordinances, resolutions, performance standards, professional standards, codes, rules and guidelines applicable to the services contemplated herein. The Partner shall be familiar with all Federal, State and local laws, statutes, regulations, ordinances, resolutions, performance standards, professional standards, codes, rules and guidelines that may in any way affect the goods or services offered.

We agree to operate an Early Head Start Program that focuses on the delivery of comprehensive early childhood care and education services for low-income and historically disadvantaged infants and toddlers (birth to three year olds) and their families.

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURES FOR: Miami-Dade County

Signature of Authorized Official

Date

Russell Benford

Print Name of Authorized Official

Deputy Mayor

Full Title of Authorized Official

Signature

Date

1/30/15

BETHANY CHILD DEVELOPMENT CENTER

Executive Director, Bethany Child Development Center

Date

1/30/15

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CRYSTAL LEARNING CENTER
AND
MIAMI - DADE COUNTY**

The purpose of this MOU is to establish an agreement between the above-mentioned entities, the Partner and the County concerning their respective roles and responsibilities for implementation of the Early Head Start Expansion and EHS-Child Care Partnership Grant: Partners for Better Outcomes Program (HHS-2015-ACF-OHS-HP-0814).

This agreement is intended to provide for the coordination of resources to ensure that children and families receive high-quality early care and education services according to the Early Head Start Standards as stipulated in the Head Start Act, 2007, the Head Start Performance Standards, and all other federal rules and regulations.

Pursuant to this Memorandum of Agreement, a contractual agreement will establish the responsibilities between my organization and the County regarding support, training, technical assistance and any other services needed, for the Partner to achieve Early Head Start standards as stipulated above.

This memorandum reflects our agreement with an understanding that full participation is contingent upon meeting all Federal laws and regulations promulgated in the Head Start Act (as amended 2007), the Head Start Program Performance Standard, all Federal, state, and local laws and regulations along with contractual requirements.

I. Introduction/Background

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II. Period of Performance

The terms of this Memorandum shall be commensurate with the official notice of the awarding of Federal funds to Miami-Dade County Board of County Commissioners.

III. Sole Intent

The Partner agrees to work with Miami-Dade County Head Start/Early Head Start, and only Miami-Dade County Head Start/Early Head Start - under the parameters of the Early Head Start Expansion and EHS-Child Care Partnership Grant (HHS-2015-ACF-OHS-HP-0814) for the duration of the agreement. This partner and all subdivisions, locations, and sites agree to solely partner with Miami-Dade County CAHSD Head Start/Early Head Start and only Miami-Dade County CAHSD Head Start/Early Head Start.

IV. Scope of Work

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Pursuant to that we shall comply with all laws, statutes, regulations, ordinances, resolutions, performance standards, professional standards, codes, rules and guidelines applicable to the services contemplated herein. The Partner shall be familiar with all Federal, State and local laws, statutes, regulations, ordinances, resolutions, performance standards, professional standards, codes, rules and guidelines that may in any way affect the goods or services offered.

We agree to operate an Early Head Start Program that focuses on the delivery of comprehensive early childhood care and education services for low-income and historically disadvantaged infants and toddlers (birth to three year olds) and their families.

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURES FOR: Miami-Dade County

Signature of Authorized Official

Date

Russell Benford
Print Name of Authorized Official

Deputy Mayor
Full Title of Authorized Official

Signature

Date

CRYSTAL LEARNING CENTER


Executive Director, Crystal Learning Center

3/16/15
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DECROLY
AND
MIAMI - DADE COUNTY**

The purpose of this MOU is to establish an agreement between the above-mentioned entities, the Partner and the County concerning their respective roles and responsibilities for implementation of the Early Head Start Expansion and EHS-Child Care Partnership Grant: Partners for Better Outcomes Program (HHS-2015-ACF-OHS-HP-0814).

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Early Head Start programs are governed by the Head Start Act, as amended December 12, 2007, the Head Start Program Performance Standards 45 CFR Chapter XIII, and any other Federal, state and local regulations. The Head Start Program Performance Standards are available at <http://eclkc.ohs.acf.hhs.gov/hslc/standards/hspss/45-cfr-chapter-xiii/45-cfr-chap-xiii-eng.pdf>

II. Period of Performance

The terms of this Memorandum shall be commensurate with the official notice of the awarding of Federal funds to Miami-Dade County Board of County Commissioners.

III. Sole Intent

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IV. Scope of Work

We agree to work with the Miami-Dade County CAHSD Head Start/Early Head Start Program with the Early Head Start Expansion – EHS Child Care Partnership Grant: Partners for Better Outcomes.

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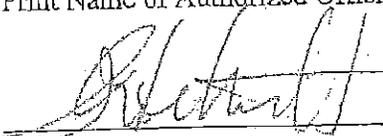
AUTHORIZED SIGNATURES FOR: Miami-Dade County

Signature of Authorized Official

Date

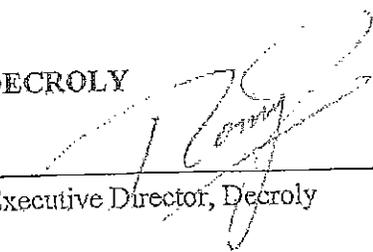
Russell Benford
Print Name of Authorized Official

Deputy Mayor
Full Title of Authorized Official


Signature

1/30/15
Date

DECROLY


Executive Director, Decroly

01/30/2015
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ROOM 2 BLOOM
AND
MIAMI - DADE COUNTY**

The purpose of this MOU is to establish an agreement between the above-mentioned entities, the Partner and the County concerning their respective roles and responsibilities for implementation of the Early Head Start Expansion and EHS-Child Care Partnership Grant: Partners for Better Outcomes Program (HHS-2015-ACF-OHS-HP-0814).

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This memorandum reflects our agreement with an understanding that full participation is contingent upon meeting all Federal laws and regulations promulgated in the Head Start Act (as amended 2007), the Head Start Program Performance Standard, all Federal, state, and local laws and regulations along with contractual requirements.

I. Introduction/Background

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II. Period of Performance

The terms of this Memorandum shall be commensurate with the official notice of the awarding of Federal funds to Miami-Dade County Board of County Commissioners.

III. Sole Intent

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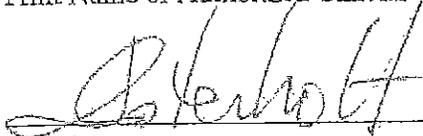
AUTHORIZED SIGNATURES FOR: Miami-Dade County

Signature of Authorized Official

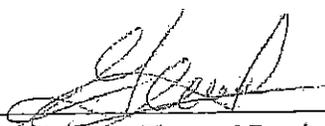
Date

Russell Benford
Print Name of Authorized Official

Deputy Mayor
Full Title of Authorized Official


Signature

1/30/15
Date

PLAY AND READ ACADEMY

Executive Director, Play and Read Academy

1-30-15
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
KIDZ TYME
AND
MIAMI - DADE COUNTY**

The purpose of this MOU is to establish an agreement between the above-mentioned entities, the Partner and the County concerning their respective roles and responsibilities for implementation of the Early Head Start Expansion and EHS-Child Care Partnership Grant: Partners for Better Outcomes Program (HHS-2015-ACF-OHS-HP-0814).

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III. Sole Intent

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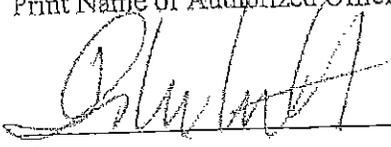
AUTHORIZED SIGNATURES FOR: Miami-Dade County

Signature of Authorized Official

Date

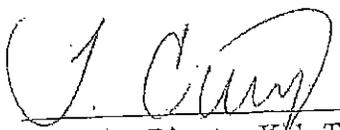
Russell Benford
Print Name of Authorized Official

Deputy Mayor
Full Title of Authorized Official


Signature

1/30/15
Date

KIDZ TYME


Executive Director, Kidz Tyme

1/30/15
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MEMORIAL TEMPLE
AND
MIAMI-DADE COUNTY**

The purpose of this MOU is to establish an agreement between the above-mentioned entities, the Partner and the County concerning their respective roles and responsibilities for implementation of the Early Head Start Expansion and EHS-Child Care Partnership Grant: Partners for Better Outcomes Program (HHS-2015-ACF-OHS-HP-0814).

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AUTHORIZED SIGNATURES FOR: Miami-Dade County

Signature of Authorized Official

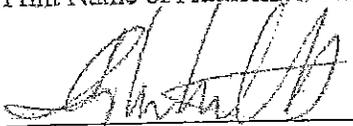
Date

Russell Benford

Print Name of Authorized Official

Deputy Mayor

Full Title of Authorized Official



Signature

1/30/15

Date

MEMORIAL TEMPLE

Erica White

Executive Director, Memorial Temple

1/30/15

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PLAY AND READ ACADEMY
AND
MIAMI - DADE COUNTY**

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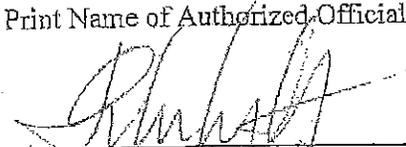
AUTHORIZED SIGNATURES FOR: Miami-Dade County

Signature of Authorized Official

Date

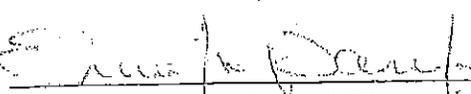
Russell Benford
Print Name of Authorized Official

Deputy Mayor
Full Title of Authorized Official


Signature

1/30/15
Date

ROOM 2 BLOOM


Executive Director, Room 2 Bloom

1-30-15
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SHINING LIGHT
AND
MIAMI - DADE COUNTY**

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AUTHORIZED SIGNATURES FOR: Miami-Dade County

Signature of Authorized Official

Date

Russell Benford
Print Name of Authorized Official

Deputy Mayor
Full Title of Authorized Official

Signature

Date:

SHINING LIGHT:

Cynthia Herpel
Executive Director, Shining Light

2/27/2015
Date

EXHIBIT E

Exhibit E

Business Name	Estimated Number of Slots	Estimated Funding Amount	Zip Code
Balls of Fire Paradise Academy, Inc	16	\$117,584.00	33127
Crystal Learning Center, Inc	32	\$235,168.00	33032
Decroly Learning Child Care Center Inc	16	\$117,584.00	33030
Early Childhood Professional Services DBA Bethany Child Development Center	24	\$176,376.00	33055
Kidz Tyme Learning Academy LLC	16	\$117,584.00	33147
Memorial Temple Missionary Baptist Church Inc DBA Memorial Temple Early Childhood Education Center	8	\$58,792.00	33054
Play & Read Academy Corp	16	\$117,584.00	33142
Room 2 Bloom Academy LLC	32	\$235,168.00	33054
Room 2 Bloom LLC	8	\$58,792	33147
Shining Light Childcare Development Center Inc	16	\$117,584.00	33127
The Association for Retarded Citizens, South Florida, Inc AKA The ARC of South Florida	24	\$176,376.00	33034