

# MEMORANDUM

Agenda Item No. 8(F)(1)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** July 8, 2021

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution retroactively authorizing the County Mayor's action in applying for \$66,425,613.00 in Head Start grant funds from the United States Department of Health and Human Services; authorizing the County Mayor to accept and expend such grant funds; authorizing designated purchase pursuant to section 2-8.1(b)(3) of the County Code by a two-thirds vote of the Board members present; authorizing County Mayor to award Contracts No. D-10122A through D-10122Q with 17 Head Start delegate agencies for the provision of Head Start Program services in an amount not to exceed \$66,425,613.00 for the initial one-year term, and four, one-year options to renew, subject to the receipt of applicable federal funds and appropriation, and to exercise all provisions set forth therein; and authorizing the County Mayor to execute additional agreements and documents as are necessary for the Head Start Program, and to exercise all provisions set forth therein; and authorizing the County Mayor to solicit, accept, and evaluate new applications for the provision of Head Start services and to negotiate and execute contracts for Head Start services

**A substitute was presented and forwarded to the BCC with a favorable recommendation at the 6-10-21 Public Housing and Community Services Committee.**

**This substitute differs from the original version as stated in the Mayor's memorandum.**

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez.



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Geri Bonzon-Keenan  
County Attorney

**Date:** July 8, 2021

**To:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor 

**Subject:** Recommendation for Retroactive Authorization of County Mayor's Action in Applying for Renewed Grant Award with the United States Department of Health and Human Services for Head Start Program and Approval to Award Designated Purchase Contracts for Head Start Program Services

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**The following substitute differs from the original version in that the County and the School Board of Miami-Dade County have negotiated a final agreement. Therefore, the agreement attached to the original item as Attachment 4 is being replaced with the fully negotiated agreement. The negotiated agreement differs from the original contract in that it includes the following terms that: (1) redefine the agreement as an Interlocal Grant Agreement instead of a contract; (2) include the approved Head Start and Early Head Start slot numbers and update the cost per child per Program guidelines; (3) revise terms for budget modification requests and clarify terms for reimbursement of retroactive raise increases; (4) revise and clarify terms related to indemnification and insurance provisions to provide additional protections for the County; (5) revise and clarify terms for removal of employees from the Head Start Program; (6) revise the dispute resolution procedure; (7) add timeframe for County approval of subcontractors; (8) revise the notice of default procedure to allow for a cure period; (9) revise language in Independent Private Sector Inspector General and Inspector General provision; and (10) clarify marketing and publicity language.**

### **Recommendation**

It is recommended that the Board of County Commissioners (Board) retroactively authorize the County Mayor or County Mayor's designee's action in applying for a renewed grant award agreement with the United States Department of Health and Human Services (DHHS) in the amount of \$66,425,613 in federal funds for the initial one-year grant term, with four one-year options to renew, for the continuation of the Miami-Dade County Head Start Program, and authorizing the County Mayor or County Mayor's designee to accept and to expend the grant funds.

It is also recommended that the Board approve this request for award of designated purchase contracts, *D-10122a through D-10122q, Head Start Program Services*, for the Community Action and Human Services Department (CAHSD or Department). Miami-Dade County (County) is currently a grantee for the Head Start Program, which is administered by CAHSD, funded and regulated by DHHS, Administration for Children and Families, Office of Head Start. Approval of a designated purchase is being requested pursuant to Section 2-8.1(b)(3) of the Code of Miami-Dade County (Code), by two-thirds vote of the Board members present, to continue to award the 17 current Head Start delegate agencies (listed in Attachment No.1) with contracts for Head Start services for the upcoming grant cycle. The contracts will be for one year, with four additional one-year options to renew, or until July 31, 2026. The Head Start delegate agency contracts that relate to the current Head Start grant award period are set to expire on July 31, 2021.

As permitted by the Head Start Program and grant funding, or in the event any of the 17 delegate agencies is terminated or not renewed during the grant period, it is further recommended that the Board authorize the County Mayor or County Mayor's designee to: (1) solicit, accept, and evaluate new

applications to provide Head Start services, and (2) to negotiate and execute contracts with any new delegate agencies, including lease agreements and sub-lease agreements, as is in the public and community’s interest and welfare, and in accordance with Head Start Program Performance Standards, and subject to DHHS approval and Board ratification.

**Scope**

The scope of this item is countywide in nature.

**Delegated Authority**

If this item is approved, the County Mayor or County Mayor’s designee will have the authority to:

- (1) Apply for, accept, and expend federal funds originating from DHHS for the continued operation and administration of the County’s Head Start Program;
- (2) To execute the contracts included in Attachment Nos. 2-3,<sup>1</sup> with the 16 not-for-profit delegate agencies listed in Attachment No. 1, and to exercise all provisions of the contracts, including any amendments, extensions, renewals, termination, waiver, or other provisions, in accordance with Head Start Program Performance Standards and subject to DHHS approval, as necessary, and pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38;
- (3) To execute the contract with the School Board of Miami-Dade County (School Board), in substantially the form included as Attachment No. 4, and to exercise all provisions of the contract, including any amendments, extensions, renewals, termination, waiver, or other provisions, in accordance with Head Start Program Performance Standards and subject to DHHS approval, as necessary, and pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38;
- (4) To execute other agreements and documents necessary for the Head Start program and grant and to exercise all provisions set forth within the same; and
- (5) To solicit, accept, and evaluate new applications for delegate agencies to provide Head Start services, and to negotiate and execute contracts with any new delegate agencies, including lease agreements and sub-lease agreements, and in accordance with Head Start Program Performance Standards, and subject to DHHS approval and Board ratification.

**Fiscal Impact/Funding Source**

There is no anticipated fiscal impact to the County General Fund for the provision of these services. The Head Start Program is being funded through federal grant funds from DHHS. The fiscal impact for the initial one-year term is \$66,425,613. Subject to the receipt of DHHS grant funds, and should the County choose to exercise the four one-year options to renew, the estimated cumulative value over the five-year grant period will be \$332,128,065. DHHS requires a non-federal share match of 25%, or an estimated \$16,606,403 for the initial one-year term, to continue during each grant year.

Under the current and expiring Head Start grant the non-federal share match has been achieved by in-kind contributions which consist of the value of real property and equipment and the value of goods and services directly benefiting the Head Start program. The upcoming Head Start non-federal share match will likewise be fulfilled through in-kind contributions.

The expenditure authority requested for the new grant term contracts is based on the approved budget of the Discretionary Federal Grant awarded to the County by DHHS.

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<sup>1</sup> Attachment No. 2, Sample Agreement, has been executed by the 16 not-for-profit delegate agencies, the signature page is included as Attachment No. 3. Attachment No. 4 is the agreement negotiated with the School Board. .

<b>Department</b>	<b>Allocation</b>	<b>Funding Source</b>	<b>Contract Manager</b>
Community Action and Human Services	\$66,425,613	Federal Funds	Maria Riestra, Ed. D.
<b>Total:</b>	\$66,425,613		

**Track Record/Monitor**

Pearl Bethel of the Internal Services Department is the Procurement Contracting Manager. CAHSD’s Assistant Director, Dr. Maria T. Riestra-Quintero, will be responsible for administering and monitoring the Head Start program.

**Vendors Recommended for Award**

There are 17 delegate agencies, comprised of 16 not-for-profit vendors and the School Board, awarded under the current and expiring Head Start grant program, which are being recommended for award under the County’s new Head Start grant period,2021-2026. Refer to Attachment No. 1 for a listing of the recommended vendors.

**Background**

Since 1965, CAHSD, or a predecessor agency, has been providing comprehensive child development and family services through the federally funded Head Start Program to low income (100 percent of the federal poverty level) preschool children three to five years of age. In 1990 the Department received additional grant funds from DHHS to administer the Early Head Start Program for pregnant women and children up to the age of three years old. Two more Early Head Start Child Care Partnership grants were awarded to the County in 2014 and 2019 to serve 792 additional infants and toddlers. Currently, the County’s Head Start and Early Head Start Program, through the three grants awarded, is federally funded to serve 6,310 preschool and 1,238 infant and toddler children and their families countywide through contracts with 17 delegate agencies and 11 community-based childcare partners.

On January 26, 2012, through Resolution No. R-94-12, the Board authorized the County Mayor to establish a Head Start Services Program for a one-year term with five, one-year options to renew. Thereafter, the County awarded contracts to 16 not-for-profit vendors and the School Board (collectively, delegate agencies), to administer its Head Start Program. On July 10, 2018, through Resolution No. R-699-18, the Board approved an extension of the contracts with these delegate agencies for one year, with two one-year options to renew. These contracts will expire on July 31, 2021.

On February 14, 2021, the County received the annual federal funding and enrollment levels from DHHS for Fiscal Year 2021, along with the application submission requirements for Grant No. 04CH010192. The new non-competitive baseline grant application, submitted to DHHS on May 1, 2021, marks the beginning of the County’s new five-year grant cycle for its Head Start base grant.

At this time, all 17 delegate agencies are being recommended for a new contract award. Sixteen delegate agencies have executed contracts, including lease agreements, and sub-lease agreements, when applicable. (See Attachment Nos. 2 and 3). The agreement negotiated with the School Board is included as Attachment No. 4.

This item is being presented as a designated purchase as competition for these services would not be practical at this time since Head Start guidelines encourage retaining and fostering delegate agencies that are performing in accordance to Head Start Program Performance Standards (HSPPS). All of the awarded 17 delegate agencies which are currently performing in accordance with the HSPPS, were previously approved by DHHS for the provision of Head Start and/or Early Head Start services and are included as part of the new base application. Proceeding with awarding the current 17 contracts will ensure the County continues delivering uninterrupted education, health, nutritional and social services

to low-income families and allows for further return on investments made in communities, facilities and staff. Therefore, it is in the County's best interest to approve a designated purchase pursuant to Section 2-8.1(b)(3) to authorize the award of contracts to continue providing Head Start Program services.

If one of the contracts with the current 17 delegate agencies is terminated or not renewed, or if the County seeks to include additional delegate agencies to provide Head Start services, CAHSD has established a Request for Profile Information Waiting List No. RFP-01871, where profiles from vendors (agencies) interested in providing Head Start Program services are solicited on an ongoing and regular basis. Prospective vendors are encouraged to submit their profile information along with qualification criteria for the Department's further review and may be later invited to negotiate a contract to provide Head Start Program services, should a need arise. Any new delegate agency agreement will require approval by DHHS and ratification by the Board.

**Due Diligence**

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

**Applicable Ordinances and Contract Measures**

- The two percent User Access Program provision does not apply.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage does not apply.

Attachments



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Morris Copeland  
Chief Community Services Officer

**Recommendation for Approval to Award Designated Purchase Contracts  
D-10122: Head Start Program Services  
ATTACHMENT 1  
LISTING OF VENDORS RECOMMENDED FOR AWARD**

Vendor ( <i>Delegate Agency</i> )	Principal Address	Local Address*	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Allapattah Community Action, Inc	1836 NW 22 Place Miami, FL	Same	14 100%	David Barrios
Catholic Charities of the Archdiocese of Miami, Inc.	1505 NE 26 Street Second Floor Wilton Manors, FL	Same	298 86%	Thomas Garchbis Wenski
Centro Mater Child Care Services, Inc.	8298 NW 103 Street Hialeah Gardens, FL	Same	167 97%	Ralph E. Lawson
Easter Seals South Florida, Inc.	1475 NW 14 Avenue Miami, FL	Same	99 92%	Maurice Woods
Friends of Lubavitch of Florida, Inc.	1140 Alton Road Miami Beach, FL	Same	14 58.3%	Daniel Wuensch
Haitian Youth & Community Center of Florida, Inc.	14500 NE 6 Avenue North Miami, FL	Same	50 90%	Roseline Philippe
Kidco Child Care, Inc.	761 E Okeechobee Road Hialeah, FL	Same	62 95%	Nilsa M. Velazquez
Le Jardin Community Center, Inc.	311 NE 8 Street Suite 203 Homestead, FL	Same	218 99.5%	Eduardo Berrones
Lirrafo, Inc.	6741 SW 24 Street Number 31 Miami, FL	Same	51 100%	Mayra Martinez
Our Child Care, Inc.	8037 NE 2 Avenue Miami, FL	Same	17 78%	Chantal Appollon
Paradise Christian School & Development Center, Inc.	6184 W 21 Court Hialeah, FL	Same	26 90%	Eileen Fluney
School Board of Miami-Dade County	1450 NE 2 Avenue Miami, FL	Same	N/A	Perla Tabares Hantman
St. Alban's Day Nursery, Inc.	3465 Brooker Street Miami, FL	Same	58 98.3%	Chamika Burhalter
Sunflowers Academy, Inc.	2901 SW 7 Street Miami, FL	Same	65 100%	Barbara M. Maragoto
The Family Christian Association of America, Inc.	14701 NW 7 Avenue Miami, FL	Same	126 88.7%	Terry Joseph
United Way of Miami Dade, Inc.	3250 SW 3 Avenue Miami, FL	Same	225 0.96%	Carlos G. Molina
YWCA of Greater Miami-Dade, Inc.	351 NW 5 Street Miami, FL	Same	99 85%	Kerry-Ann Royes

\*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

# ATTACHMENT 2

## HEAD START PROGRAM SERVICES

### SAMPLE CONTRACT

Head Start Program Services  
Contract No.D-10122

THIS AGREEMENT is for the provision of Head Start/Early Head Start Program Services, and is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a corporation organized and existing under the laws of the State of Florida, having its principal office at \_\_\_\_\_ (the "Delegate Agency"), and Miami-Dade County ("County"), a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County is a grantee of the United States Department of Health and Human Services (DHHS), which provides the funding for the Head Start (HS) and Early Head Start (EHS) Program; and

WHEREAS, the Delegate Agency has offered to provide Head Start and/or Early Head Start Program Services for the County, on a non-exclusive basis, that shall conform to the terms and conditions of this Agreement; and

WHEREAS, the County desires to procure from the Delegate Agency such Head Start and/or Early Head Start Program Services for the County, in accordance with the terms and conditions of this Agreement;

WHEREAS, the County and the Delegate Agency expressly understand and agree that this Agreement is conditioned upon receipt of funding by the County and approval of this Agreement from the DHHS;

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

The foregoing recitals are true and correct and are incorporated herein by reference.

**ARTICLE 1 DEFINITIONS**

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 Word "Act" to mean the Head Start Act, Sec. 635 et seq., Pub. L. 97-35, 95 Stat. 499-511 (codified as amended at 42 U.S.C. Section 9801, et seq.).
- b) The words "Article(s)" to mean the terms and conditions delineated in this Agreement.
- c) The word "Contract" or "Agreement" to mean collectively the: (i) Articles, (ii) all other appendices and attachments hereto, and (iii) all amendments issued hereto.
- d) The words "Contract Manager" to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- 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 Delegate Agency to the Program Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Delegate Agency and its Subcontractors specifically for the County.
- h) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- i) The word "Program" to mean the Head Start and/or Early Head Start Program
- j) The words "Program Manager" to mean the County Mayor or the duly authorized representative designated to manage the Head Start and Early Head Start Program.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Delegate Agency.
- l) The words "Service(s)" or "Work" to mean the provision of Head Start or Early Head Start Program Services in accordance with the Scope of Services.
- m) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Delegate Agency, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Delegate Agency and whether or not in privity of Contract with the Delegate Agency.



- n) The words "Program Year" or "School Year" to mean the start and end of the Head Start/Early Head Start grant year, August 1 to July 31.
- o) "HSPPS" to mean the Head Start Program and Performance Standards 45 CFR Parts 1301 to 1305
- p) Home-Based program option to mean Head Start/Early Head Start comprehensive services provided, in partnership with parents, through home visits and group socialization activities, by a home visitor, to each enrolled child or family.
- q) Administrative costs to mean costs related to the overall management of the Program and not related to the provision of Program Services (e.g., health services, parent involvement services).

## **ARTICLE 2 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) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- c) The terms "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 Program Manager.
- d) The terms "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 Program Manager.
- e) 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 3 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 the Parties hereto or their authorized representatives.
- b) The Delegate Agency shall provide the Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Delegate Agency acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work 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 Delegate Agency shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Delegate Agency shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Program Manager.
- e) Subject to, and in accordance with, federal, state, and local laws and regulations, the Delegate Agency expressly understands and acknowledges that the County, as the grantee for the Head Start Program, shall make all policy decisions regarding the Head Start Program and this Agreement. The Delegate Agency shall, in an expeditious and fiscally sound manner, implement all changes in providing Services hereunder as a result of a policy change implemented by the County. The Delegate Agency agrees to timely provide the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

## **ARTICLE 4 CONTRACT TERM**

The Contract shall become effective on August 1, 2021 and shall continue through July 31, 2022. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for four, one-year periods, through July 31, 2026, subject to receipt of grant funds. 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 Delegate Agency, and subject to any necessary approvals by the Miami-Dade County Board of County Commissioners ("BCC").

**ARTICLE 5 NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

**(1) To the County**

- a) to the Program Manager:  
 Miami-Dade County  
 Community Action and Human Services Department  
 Attention: Head Start Program Director  
 701 NW 1<sup>st</sup> Court  
 OTV 9-104  
 Miami, FL, 33136  
 Phone: (786) 469-4633  
 E-mail: [maria.riestra@miamidade.gov](mailto:maria.riestra@miamidade.gov)

and

- b) to the Contract Manager:  
 Miami-Dade County  
 Internal Services Department, Strategic Procurement Division  
 Attention: Chief Procurement Officer  
 111 NW 1st Street, Suite 1300  
 Miami, FL 33128-1974  
 Phone: (305) 375-4900  
 E-mail: [Namita.Uppal@miamidade.gov](mailto:Namita.Uppal@miamidade.gov)

**(2) To the Delegate Agency**

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 6 BUDGET**

The Delegate Agency warrants that it has reviewed the County's budget requirements and has asked such questions and conducted such other inquiries as the Delegate Agency deemed necessary to determine the budget requirements to provide the Services to be performed under this Contract.

The Delegate Agency is approved to serve the number of slots indicated in the Budget Forms (Appendix B). The County reserves the right, in its sole discretion, to adjust the Services provided, including the number of slots serviced by the Delegate Agency, to ensure that the County goals and Program needs are met. The County further reserves the right to adjust the level of funding and corresponding number of slots available listed herein, as may be necessary, to accommodate any Program changes. If the County adjusts the number of slots for the Program Year, the Delegate Agency shall submit a revised budget 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. At any time, the Delegate Agency shall not transfer or relocate students or slots to any of their other existing facilities without the prior written approval of the Program Director and the Head Start/Early Head Start Policy Council.

Any amounts stated herein are subject to available funding and are contingent upon federal grant allotment. Should available County funding be reduced, the amount payable under this Contract may be proportionally reduced at the option of the County. Should additional County funding (i.e. COLA, program improvements, etc.) become available through the DHHS, such allocation may be apportioned to the Delegate Agency. The County shall have no obligation to pay the Delegate Agency any additional sum more than the amount of this Agreement, except as provided for in an amendment or a change and/or modification to the Contract, which is approved and executed in writing by the County and the Delegate Agency.

The maximum amount payable for services rendered under the Program for a full Program Year in the aggregate for all HS and EHS Services will be determined based on available funding. The actual amount paid to a Delegate Agency will vary based on the days serviced in the Program's Year (i.e., full or prorated) and the number of children receiving Services. The reimbursement of administrative costs shall not exceed ten percent (10%) of the contracted (federal and non-federal share) amounts. The total budget proposed must include a twenty-five (25%) matching contribution from non-federal resources, identified in line items where matching funds are allocated. Delegate Agencies serving VPK eligible students shall leverage VPK funding as part of their required match. The reimbursement of a lump sum payment of accrued leave will be disallowed.

The County has established a maximum per child cost per Program Year of \$6,846 for HS, \$13,355 for EHS, and \$12,921 for Home-Based sites. The foregoing per child cost is subject to change in the event there is a permanent increase to the County's federal grant allotment. If a Delegate Agency provides Services at a County facilitated site, \$400 shall be deducted from the standard per slot cost. Delegate Agency shall provide a \$900 match per child by leveraging VPK revenue for each VPK eligible 4-year old. To determine the proposed per child cost, the County will use the budget proposed divided by the number of children proposed to serve. Notwithstanding the Delegate Agency's proposed Budget, the County reserves the right to negotiate final terms and conditions (i.e., number of slots, cost per child, etc.).

Upon submission of satisfactory required monthly report, the County shall process payment. The County agrees to pay all budgeted costs incurred by the Delegate Agency which are allowable under the DHHS and County rules and guidelines, in accordance with the Budget Forms (Appendix B). The compensation for all Services performed under this Contract, including all costs associated with such Services, is subject to available funds with availability determined in the sole discretion of the County, and shall not exceed the amount specified in this Contract and shall be in accordance with the Budget Forms (Appendix B).

If this Agreement is renewed, and prior to commencements 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 serviced, services to be provided (i.e. Head Start/Early Head Start), and target geographic area where Services are provided by Delegate Agency. Delegate Agency agrees to service the number of children listed in the NTP by the County. Should this Agreement be renewed, Delegate Agency shall submit a budget for the approved slots prior to the start of each Program Year for County approval.

**Non-Federal Match:** The Delegate Agency agrees to provide non-federal resources in an amount equivalent to twenty-five percent (25%) of the total federal allocation in this Agreement. The non-federal resources may be cash and/or in-kind donations, but may not be from other federal resources unless there is a specific statutory language allowing such use of federal funds. Lump sum in-kind and/or cash allocations may be allotted throughout the Program Year (such as: donations of goods and/or space, local/state grants, etc.) and may be applied in monthly increments until the in-kind contribution has been exhausted.

The Delegate Agency must submit proof to the County of the required twenty-five percent (25%) of the non-federal resources monthly with its invoices. If the Delegate Agency fails to provide proof of non-federal resources, the County may reduce the monthly reimbursement in accordance with the shortage. The Delegate Agency may recapture funds that were deducted because of a shortage in the non-federal resources requirements 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).

**Travel:** With respect to travel costs and travel related expenses, the Delegate Agency agrees to adhere to section 112.061, Florida Statutes, and 45 CFR 75.474, 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.

**Training and Technical Assistance:** The Delegate Agency shall submit to the County for approval, in advance of any expenditure, all

costs and expenses that pertain to training and technical assistance. The County, in its sole discretion, may approve the requested funding for training and technical assistance based on delegate need and availability of funding.

#### **ARTICLE 7 METHOD AND TIMES OF PAYMENT**

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

#### **Reimbursements:**

The Delegate Agency agrees that under the provisions of this Agreement, it will request reimbursement for those actual, reasonable and necessary costs incurred by the Delegate Agency which are directly attributable and properly allocable to the Services. The Delegate Agency shall invoice the County for these Services, monthly, with invoices certified by the Delegate Agency pursuant to Appendix B-Budget Forms, on or before the first ten (10) working days of each month following the month in which the services were rendered, unless the County grants an extension in writing. All invoices shall be furnished with detailed monthly line-item budget summary which shall be segregated by all Program costs and Administrative costs. Delegate agency shall include costs such as the staff accountant's salary and audit services; 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 Delegate Agency.

Payment requests shall be automated and accompanied by the reimbursement package, including payroll taxes, insurance, and any backup documentation to support reimbursement, copies of cancelled checks, payroll registers, and any other such documentation 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 Delegate Agency, and shall be supported by copies of payroll registers, payroll distribution, receipt bills or other documents reasonably required by the County, and shall clearly show the County's contract number and shall have a unique invoice number assigned by the Delegate Agency.

In accordance with section 218.74, Florida Statutes, and section 2-8.1.4 of the Code of Miami-Dade County ("Code"), the time at which payment shall be due from the County shall be forty-five (45) calendar days from receipt of a proper invoice. 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.

**Budget Modification Requests:** The Delegate Agency may shift funds between line items not to exceed ten percent (10%) of the total budget upon submission and approval by the County of a Budget Modification Request. Variances greater than ten percent (10%) in any line item require prior approval and budget modification approved by the Delegate Agency's authorized representative and the County. The Delegate Agency may amend their budget throughout the Program Year, but no later than May 31<sup>st</sup>, with prior approval from the County.

#### **Monthly Advance Requests:**

Within 30 business days of execution of this Agreement, the Delegate Agency may request to be enrolled to receive monthly advance payments. The request should include the amount requested and the justification(s) for that amount. All monthly advance payment requests will be due to the County seven (7) business days prior to the beginning of the month for which the Delegate Agency shall provide Services. Upon receipt of the request by the County, and the County's approval, the Delegate Agency's monthly request for reimbursement for the service month for which a monthly advance payment was received by the Delegate Agency will be processed.

**Monthly Advance Payment:** The County limits the monthly advance payment to the equivalent of the Delegate Agency's approved annual budget divided by the total school days in the Program Year, which is then multiplied by the number of school days in the month for which an advance payment is requested. The County shall apply the amount of the advance payment toward the amount due to the Delegate Agency and remit the net difference to the Delegate Agency. The County's plan is to permit no monthly advance payment to be provided to the Delegate Agency in the final month of the Program Year. Prior to the disbursement of any funds, the Delegate Agency must submit to the County a completed authorized signature form, denoting the names and signatures of all persons authorized to sign monthly advances, checks and contracts.

**Monthly Line- Item Budget Summaries:** The Delegate agency agrees to furnish the County a detailed computerized 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 Delegate Agency as required herein.

1. Each computerized package must include copies of paid payroll taxes, insurance, and 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 non-federal fund match.
2. All computerized reimbursements packages shall be submitted within ten (10) working days after the end of the month.
3. Reimbursement of credit card purchases requires proof of a full statement of the credit card which reimbursement is requested has a zero balance.
4. Reimbursement for a lump sum payment of accrued leave will be disallowed. The County Fiscal Unit reserves the right to review invoices to support all payments.
5. 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 costs at a rate in excess of Executive Level II. Consolidated Appropriations Act 2021, Public Law 116-260, signed into Law December 22, 2020, restricts the amount of direct salary which may be paid to an individual under an DHHS grant(s), cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive Pay Scale. The rate for any HS or EHS employee cannot exceed the most current Federal Executive Level II of the Federal Executive Pay Scale. Compensation includes salary, bonuses, periodic payments, severance pay, the value of any vacation time, and the value of any compensatory or paid leave benefit.
6. The County will not approve payments for volunteer services provided to the Delegate Agency in support of the services detailed in this Contract.
7. The Delegate Agency further agrees to maintain originals of cancelled checks, invoices, receipts, and other evidence of indebtedness as a proof of expenditure. When original documents cannot be produced, the Delegate Agency must adequately justify their absence in writing and furnish copies as proof of expenditure. Notwithstanding and subject to any Public Records retention schedule, these documents shall be maintained by the Delegate Agency for a period of no less than five (5) years and shall be made available for County staff inspection at any time.
8. The Delegate Agency must get prior written approval for the purchase of equipment and other capital expenditures as described in 45 C.F.R. § 75.439(a). Prior written approval must also be obtained under 45 C.F.R. § 75.439(b)(3) and 45 C.F.R. Part 1303 to use HS grant funds for the initial or ongoing purchase, construction, and major renovation of facilities. No HS grant funds may be used toward the payment of one-time expenses, principal, and interest for the acquisition, construction, or major renovation of a facility without prior written approval of the Administration for Children and Families.

#### Additional Requirements/Specific Reimbursement Requests

1. The Delegate Agency shall provide to the County automated 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.
2. Invoices more than sixty (60) calendar days will not be reimbursed.
3. Reimbursement for retroactive payment of staff positions more than sixty (60) days after the County's approval of qualifications of staff will be disallowed.
4. The Delegate Agency shall provide documentation of compliance with the Davis-Bacon Act for construction/renovation projects more than \$2,000.00.
5. Reimbursement for Administrative costs shall not exceed ten percent (10%) of the combined contracted amount and matched amount for the HS/EHS budget.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Delegate Agency to the County as follows:

Miami-Dade County  
 Community Action and Human Services Department  
 Head Start Program  
 701 NW 1<sup>st</sup> Court  
 OTV 10-177  
 Miami, FL, 33136

Attention: Fiscal Administrator  
 Email: Brenda.Williams@miamidade.gov  
 Phone 786-469-4748

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

### **ARTICLE 8 MONITORING**

Pursuant to HSPPS Part 1302.101 and 1302.102(b):

The Delegate Agency shall establish and implement procedures for the ongoing monitoring of their HS/EHS operations to ensure that such operations effectively conform to all federal regulations, the HSPPS, the Act, and applicable state and local legislation, statutes, ordinances, and regulations, and this Agreement.

- a) Pursuant to the Act, 42 U.S.C. 9836a, as may be amended, the Delegate Agency shall comply with the County's on-going monitoring policies and procedures, which include but may not be limited to quarterly monitoring, review sessions, and a minimum of one unannounced visit per Program Year, during which time the County shall be granted immediate access to monitor the site.
- b) The County will inform the Delegate Agency of any findings identified through the monitoring of Delegate Agency operations. The Delegate Agency shall present any deficiencies to its governing body. The County may submit the findings to the Delegate Agency's governing body as well. In the event findings are identified, the County will assist the Delegate Agency with developing plans, including timetables, for addressing identified problems in accordance with the Act, 42 U.S.C. 9836A, as may be amended, and applicable regulations.
- c) When a substantial error or misrepresentation of fiscal expenditures has been made by the Delegate Agency, which results in an overpayment of funds under this Agreement to such Delegate Agency, the Delegate Agency shall reimburse the County within thirty (30) days of notice.

### **ARTICLE 9 INDEMNIFICATION AND INSURANCE**

The Delegate Agency shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Delegate Agency or its employees, agents, servants, partners principals, volunteers or Subcontractors. The Delegate Agency 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 and in the County's discretion, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Delegate Agency expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Delegate Agency 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.

The Delegate Agency shall comply with Fidelity Bond requirements covering officials and employees of the private nonprofit Delegate Agency authorized to distribute Program funds pursuant to HSPPS Part 1303.12. The Delegate Agency shall keep on file documented coverage and furnish to the County's Program with the start of each Program Year.

Upon County's notification, the Delegate Agency shall furnish to the Internal Services Department, Strategic Procurement Division, certificate(s) 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 Contractor as required by Chapter 440, Florida Statutes.
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. Policy must be endorsed to include Abuse and Child Molestation coverage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work set forth in the Scope of Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. For Providers using vans or mini-vans with seating capacities of fifteen (15) passengers or more, the limit of liability

required for Automobile Liability Insurance is \$500,000.

4. Professional Liability Insurance in an amount not less than \$500,000 per claim.
5. Student Accident Insurance, Liability Insurance for accidents on the Premise, and Transportation Liability Insurance with a minimum limit of \$2,000 per child.

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 "A-" as to management, and no less than "Class VII" as to financial strength, by 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 Financial Services and are a member of the Florida Guaranty Fund.

**The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:**

**Miami-Dade County  
111 NW 1st Street  
Suite 2340  
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Delegate Agency 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 of the contract award. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Delegate Agency shall have an additional five (5) business days to submit a corrected certificate to the County. If the Delegate Agency fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days of the contract award, the Delegate Agency 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 Delegate Agency shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Delegate Agency shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Delegate Agency shall be responsible for all direct and indirect costs associated with such termination.

#### **ARTICLE 10 MANNER OF PERFORMANCE**

- a) The Delegate Agency shall provide the Work 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 Work described herein and to full and prompt cooperation by the Delegate Agency in all aspects of the Work.
- b) The Delegate Agency shall employ, maintain, and assign to the performance of the Work enough competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Delegate Agency 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 Work described herein, in a competent and professional manner.

- c) The Delegate Agency agrees to adjust its personnel staffing levels or to replace any its personnel if 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. Miami-Dade County may require the Delegate Agency to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment is not in the best interest of the Program. Each Head Start employee shall have and wear proper identification at all times Services are being provided (such as a Delegate Agency employment identification card). At the request of the County, the Delegate Agency shall promptly remove from the Program any Delegate Agency employee, Subcontractor, or any other person performing Work hereunder.
- d) The Delegate Agency agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for 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 Delegate Agency's personnel. The Delegate Agency agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Delegate Agency.
- e) The Delegate Agency shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Delegate Agency 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, whether or not specifically mentioned in this Agreement.

#### **ARTICLE 11 INDEPENDENT CONTRACTOR RELATIONSHIP**

The Delegate Agency is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All employees of the Delegate Agency shall be, always, employees of the Delegate Agency under its sole direction and not employees or agents of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Delegate Agency's sole direction, supervision, and control. The Delegate Agency shall exercise control over the means and way it and its employees perform the Work, and in all respects the Delegate Agency'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 Delegate Agency 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 12 DISPUTE RESOLUTION PROCEDURE**

- a) The Delegate Agency hereby acknowledges that the Program 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; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Delegate Agency shall be bound by all determinations made by the Program Manager and shall promptly comply with every directive of the Program Manager, including the withdrawal or modification of any previous directives and regardless of whether the Delegate Agency agrees with the Program Manager's determination or directive. Where directives are given orally, they will be issued in writing by the Program Manager as soon thereafter as is practicable.
- c) The Delegate Agency must, in the final instance, seek to resolve every difference concerning the Agreement with the Program Manager. In the event that the Delegate Agency and the Program Manager are unable to resolve their difference, the Delegate Agency 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 authorize the County Mayor or designee, who may not be the Program 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 or designee's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor or designee within ten (10) days of the occurrence, event, or act



out of which the dispute arises.

- e) The County Mayor or designee may base their 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 Delegate Agency'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 or designee 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 Delegate Agency to the County Mayor or designee for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor or designee 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 or designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the Delegate Agency. Except as such remedies may be limited or waived elsewhere in the Agreement, Delegate Agency reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

### **ARTICLE 13 QUALITY ASSURANCE**

The Delegate Agency shall establish and consistently implement a system of ongoing oversight that ensures effective implementation of this Agreement, including ensuring child health/safety and in accordance with other local, state and federal regulation and policy requirements.

### **ARTICLE 14 RECORD KEEPING/AUDITS**

The Delegate Agency 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 Agreement. In addition to any obligation to retain records in accordance with the Public Records Law, Chapter 119, Florida Statutes, The Delegate Agency and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof. The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Delegate Agency's books, documents, papers and records, as well as those of its Subcontractors and suppliers, which apply to all matters of the County and this Agreement.

The Delegate Agency 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. 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 Section 2-481 of the Code, the Delegate Agency will grant the Commission Auditor access to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five (5) business days of the Commission Auditor's request.

Pursuant 45 CFR 75.501, the Delegate Agencies receiving at least \$750,000 in federal funding must have a single audit for each Program Year.

### **Audit Requirements**

- **Audit Required.** All non-Federal entities that expend \$750,000 or more in a year in Federal Awards shall have a single audit or a program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200 Subpart F Audit Requirements.
- **Single Audit.** All non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB Circular A-133 Revised, except when they elect to have a program-specific audit conducted in accordance with below.

- Program-Specific Audit Selection. Non-Federal entities that expend Federal awards under only one Federal program (excluding Research & Development) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit. The entity may elect to have a program-specific audit conducted. A program-specific audit may not be elected for Research & Development unless all of the Federal awards expended were received from the same Federal Delegate Agency, or the same Federal Delegate Agency and the same pass-through entity, and that Federal Delegate Agency or pass-through entity in the case of a sub-recipient, approves in advance a program-specific audit.
- Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 in Federal awards during the non-Federal entity's fiscal year is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

The Delegate Agency shall submit annually to the County a complete copy of their annual, Delegate Agency-wide audit reports performed by an independent auditor covering each of the fiscal years for which Head Start funds were awarded. Audits of delegate agencies must comply with 2 CFR Part 200 Subpart F Audit Requirements.

#### **ARTICLE 15 SUBSTITUTION OF PERSONNEL**

In the event the Delegate Agency needs to substitute personnel, the Delegate Agency must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

#### **ARTICLE 16 CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Delegate Agency 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 17 SUBCONTRACTUAL RELATIONS**

- If the Delegate Agency causes 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 Delegate Agency, and the Delegate Agency will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and omissions of the Subcontractor, its officers, agents, and employees, as if they were employees of the Delegate Agency. Before entering into any subcontract hereunder, the Delegate Agency will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Delegate Agency.
- The Delegate Agency, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work 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 Delegate Agency not to award any subcontract to a person, firm, or corporation disapproved by the County.
- 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 Work 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 Work of the same general type which is required to be performed under this Agreement.
- The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Delegate Agency's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Delegate Agency shall furnish to the County copies of all subcontracts between Delegate Agency and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Delegate Agency in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor 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.

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

**ARTICLE 18 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Delegate Agency understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Delegate Agency 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 Delegate Agency. The Delegate Agency accepts all risk associated with using this information.

**ARTICLE 19 TERMINATION OF WORK**

- a) This Agreement may be terminated for cause by the County for the following non-exhaustive reasons: (i) Delegate Agency commits an Event of Default and, where applicable, fails to cure said Event of Default; (ii) Delegate Agency attempts to meet its contractual obligations through fraud, misrepresentation, or material misstatement; or (iii) the County demonstrates cost effectiveness.
- b) If County terminates this Agreement for cause, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County. In the event the Delegate Agency attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Delegate Agency may be debarred from County contracting in accordance with the County debarment procedures. The Delegate Agency may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- c) The Delegate Agency shall be liable for all direct or indirect costs associated with termination or cancellation, including attorney's fees.
- d) In any event that the County exercises its right to terminate this Agreement or to not renew the Agreement, the Delegate Agency shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop Work on the date specified in the notice of termination ("Effective Termination Date") or non-renewal;
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel all pending and/or unfulfilled 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
  - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
  - vii. Comply with Article 36 of the Contract pertaining to the transfer of public records to the County.
  - viii. Remove all references to Miami Dade County Head Start/Early Head Start Program on its site(s), website, social media accounts, advertisements and promotional materials, to coincide with the effective date of such termination or expiration.
- e) In the event that the County exercises its right to terminate this Agreement, the Delegate Agency 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. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and that have 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.
- g) In the event the County terminates this Agreement, the County or its designated representatives may immediately take possession of all equipment, materials, products, documentation, reports, and data purchased or produced with HS funds.

**ARTICLE 20 EVENT OF DEFAULT/ADEQUATE ASSURANCE**

An Event of Default is a material breach of this Agreement by the Delegate Agency, in the sole opinion of the County, and includes but is not limited to the following:

- i. the Delegate Agency has not performed Services (including but not limited to, meeting enrollment numbers, protecting the health and safety of students served, meeting the disability requirement, meeting the nutritional needs of children, etc.) in a manner deemed acceptable to the County;
- ii. the Delegate Agency has not delivered Deliverables and/or Services on a timely basis;
- iii. the Delegate Agency has refused or failed to supply enough properly skilled staff personnel;
- iv. the Delegate Agency has failed to make prompt payment to Subcontractors or suppliers for any Services;
- v. the Delegate Agency has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Delegate Agency's creditors, or the Delegate Agency has taken advantage of any insolvency statute or debtor/creditor law or if the Delegate Agency's affairs have been put in the hands of a receiver;
- vi. the Delegate Agency has failed to obtain the approval of the County where required by this Agreement or applicable Head Start regulations;
- vii. the Delegate Agency has failed to provide "adequate assurances" as required below;
- viii. the Delegate Agency has failed in the representation of any warranties stated herein;
- ix. the Delegate Agency fails to comply with the Public Records Law;
- x. the County has determined the Delegate Agency's performance or nonperformance has resulted in a deficiency as defined pursuant to 641A(c)(1)(A), (C), or (D) of the Act;
- xi. the Delegate Agency fails to establish, utilize, and analyze children's progress on agency-established School Readiness goals;
- xii. the Delegate Agency scores below minimum thresholds in the Classroom Assessment Scoring System: Pre-K (CLASS) domains or in the lowest 10 percent in any of the three domains of the agencies monitored in a given year unless the average score is equal to or above the standard of excellence;
- xiii. the Delegate Agency has a revocation of a license to operate a center or program;
- xiv. the Delegate has a suspension or termination from another state or federally funded program;
- xv. the Delegate receives a debarment from receiving federal or state funds or disqualified from the Child and Adult Care Food Program; or
- xvi. the Delegate has an audit finding of at risk for "a going concern."

**Adequate Assurances:** When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Delegate Agency's ability to perform the Work or any portion thereof, the County may request that the Delegate Agency, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Delegate Agency's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Delegate Agency for portions of the Work which the Delegate Agency has not performed. In the event that the Delegate Agency fails to provide to the County the requested assurances within the prescribed timeframe, or the County is not sufficiently reassured by the Delegate Agency's response provided, the County may treat such failure or insufficient reassurance as a repudiation and/or material breach of this Agreement and resort to any remedy for breach provided herein or at law.

**ARTICLE 21 NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the County, the County shall notify the Delegate Agency (the "Default Notice"), specifying the basis for such default. In the sole discretion of the County, the County may allow the Delegate Agency to rectify the default in the time frame provided by the County in the Default Notice and to the County's reasonable satisfaction. The County may grant an additional cure period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Delegate Agency has commenced curing such default and is effectuating a cure with diligence and continuity during the specified cure period. In the event a Delegate Agency fails to cure a default and the County suspends payment for the Program, the Delegate Agency may risk non-repayment of funds for its continued operation of the Program and shall cease using the County logo in connection with its Program.

**ARTICLE 22 REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Delegate Agency shall be liable for all liabilities, claims, and damages resulting from the default. The County reserves the right to bring any suit or proceeding for specific performance or for an injunction.

**ARTICLE 23 PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Delegate Agency 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Delegate Agency 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 Delegate Agency 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, cause of action, debt, or liability.
- d) 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 Delegate Agency 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 Delegate Agency's expense, the rights provided under this Agreement to use the item(s).
- e) The Delegate Agency 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 Delegate Agency shall enter into agreements with all suppliers and Subcontractors at the Contractor'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.

**ARTICLE 24 CONFIDENTIALITY**

- 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 Delegate Agency or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for 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 Delegate Agency 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 Delegate Agency 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 Delegate Agency 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 Delegate Agency 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 Delegate Agency agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) 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 Delegate Agency shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Delegate Agency 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 Delegate Agency shall accompany such materials.

**ARTICLE 25 PROPRIETARY INFORMATION**

The Delegate Agency 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 Delegate Agency 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 (the "Computer Software"). All third-party license agreements must also be honored by the Delegate Agency and its 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 Delegate Agency's employees with the approval of the lessor or Delegate Agency's thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Delegate Agency will report to the County any information discovered or which is disclosed to the Delegate Agency 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 Delegate Agency's authority to prevent improper use, disclosure, or removal.

#### **ARTICLE 26 PROPRIETARY RIGHTS**

- a) The Delegate Agency 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 Delegate Agency hereunder or furnished by the Delegate Agency to the County and/or created by the Delegate Agency for delivery to the County, even if unfinished or in process, as a result of the Services the Delegate Agency performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Delegate Agency as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Delegate Agency shall not, without the prior written consent of the County, use such documentation on any other project in which the Delegate Agency or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Delegate Agency 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 Developed Works shall become the property of the County. Accordingly, neither the Delegate Agency 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 Delegate Agency, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Delegate Agency's performance hereunder.
- c) Except as otherwise provided in subsections a and b above, or elsewhere herein, the Delegate Agency 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 Delegate Agency 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 27 VENDOR REGISTRATION/CONFLICT OF INTEREST**

##### **a) Vendor Registration**

The Delegate Agency shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Delegate Agency's "County Vendor Number." To comply with section 119.071(5), 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:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Delegate Agency confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**  
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**  
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit**  
(Section 448.095, of the Florida State Statutes)
12. **Miami-Dade County Pay Parity Affidavit**  
(Resolution No. R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**  
(Resolution No. R-919-18)
14. **Office of the Inspector General**  
(Section 2-1076 of the Code of Miami-Dade County)
15. **Small Business Enterprises**  
*The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.*
16. **Antitrust Laws**  
*By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.*

**b) Conflict of Interest and Code of Ethics**

Section 2-11.1(d) of the 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 Ethics 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. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1(y) of the Code, the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction, and enforce the Conflict of Interest and Code of Ethics Ordinance.

**ARTICLE 28 INSPECTOR GENERAL REVIEWS****Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Delegate Agency 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 Delegate Agency'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 apply to the Delegate Agency, 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 Delegate Agency in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Delegate Agency or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code, 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 cost of the audit for this Contract which is one quarter of one percent (0.25%) will not apply to this Contract.

**Exception:** The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and 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 IPSIGs 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 Delegate Agency, 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 Delegate Agency from the Inspector General or IPSIG retained by the Inspector General, the Delegate Agency 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 Delegate Agency'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 form and which 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 29 FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**

As applicable, Delegate Agency shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code, "Domestic Leave".
- i) Section 21-255 of the Code, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) Section 448.07, Florida Statutes, "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code (§ 11A-1 et seq.) "Discrimination".
- m) Chapter 22 of the Code (§ 22-1 et seq.) "Wage Theft".
- n) Chapter 8A, Article XIX, of the Code (§ 8A-400 et seq.) "Business Regulations".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".
- r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- s) Americans with Disabilities Act of 1990 (and related Acts and regulations)
- t) Executive Order No. 11246 entitled, "Equal Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Relations (41 CFR, Part 60),
- u) the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of the Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders and laws relating to people with disabilities.

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Delegate Agency is certifying that the Delegate Agency is in compliance with, and will continue to comply with, the provisions of items "a" through "u" above.

The Delegate Agency shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Delegate Agency for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Delegate Agency. The Program Manager shall verify the certification(s), license(s), and permit(s) for the Delegate Agency prior to authorizing Work and as needed.

Note: Failure to provide the required licenses and/or certificates prior of execution of the contract may result in termination of the Agreement.

Notwithstanding any other provision of this Agreement, Delegate Agency 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 Delegate Agency, constitute a violation of any law or regulation to which Delegate Agency is subject, including but not limited to laws and regulations requiring that Delegate Agency conduct its operations in a safe and sound manner.

**ARTICLE 30 NONDISCRIMINATION**

During the performance of this Contract, Delegate Agency agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants 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 Delegate Agency 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 Delegate Agency or any owner, subsidiary or other firm affiliated with or related to the Delegate Agency 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 Delegate Agency submits a false affidavit pursuant to this Resolution or the Delegate Agency violates the Act or the Resolution during the term of this Contract, even if the Delegate Agency was not in violation at the time it submitted its affidavit.

**ARTICLE 31 CONFLICT OF INTEREST**

The Delegate Agency 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 award of this Agreement.
- b) This Agreement is entered into by the Delegate Agency 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 Delegate Agency, directly or indirectly in any manner whatsoever, in the execution or the performance of this Agreement, or in the Services, to which this Agreement relates or in any portion of the revenues; or
  - ii. is an employee, agent, advisor, or consultant to the Delegate Agency or to the best of the Delegate Agency's knowledge any Subcontractor or supplier to the Delegate Agency.
- c) Neither the Delegate Agency nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Delegate Agency shall have an interest which is in conflict with the Delegate Agency'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, provided the Contractor 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 Delegate Agency 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, Delegate Agency shall promptly bring such information to the attention of the Program t Manager. Delegate Agency shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Delegate Agency receives from the Program Manager regarding remedying the situation.
- f) No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

**ARTICLE 32 COMMUNICATIONS OR PROGRAM VISITS BY STATE, FEDERAL OR OTHER PUBLIC OFFICIALS**

Delegate Agency shall provide advance notice to the Program Manager of all visits by and communications with public officials, state or federal representatives, or similar such personnel to/with the Delegate Agency that relates to the Head Start/Early Head Start Program funded by the County. If the visit is related to the Head Start/Early Head Start Program funded by the County, a CAHSD representative must be invited to said visit.

## **ARTICLE 33 MARKETING, PUBLICITY, PRESS RELEASE AND OTHER PUBLIC COMMUNICATION**

### **Marketing and Publicity**

Delegate Agency shall distribute a news release, previously approved by the County, to local news media outlets announcing it has been awarded funding by Miami Dade County Community Action and Human Services Department (CAHSD) Head Start/Early Head Start Program. Delegate Agency shall prominently place a Miami Dade County CAHSD Head Start/Early Head Start sign decal on the main entry door or front window of each of its County-funded site locations (unless such placement of signage is specifically prohibited by Provider's lease).

Delegate Agency shall display the official Miami Dade County Logo on the home page of its website (if Provider maintains a website) and link it to the Miami Dade County Head Start / Early Head Start website ([www.miamidade.gov/headstart](http://www.miamidade.gov/headstart)); or, if the Delegate maintains another page on its website that displays the names and logos of its funding partners, Delegate Agency shall include the official Miami Dade County logo on that page and link it to the Miami Dade County Head Start/Early Head Start website ([www.miamidade.gov/headstart](http://www.miamidade.gov/headstart)). If the funded delegate is part of a larger entity, such as a university, the logo may be placed on the web page dedicated to that program on the Delegate's website. Delegate Agency shall in addition include the following paragraph, along with the logo, on the web page dedicated to the program funded by this Contract, or elsewhere on its website (in English/Spanish or English/Haitian Creole or all three languages, depending upon population served):

English:

[Delegate Agency Name] is funded by Miami Dade County CAHSD Head Start/Early Head Start Program.

Español:

El [Delegate Agency Name] está financiado por el programa de Head Start/Early Head Start del Condado Miami-Dade.

Kreyol:

Se Pwogram Miami-Dade County CAHSD Head Start/Early Head Start ki finanse [Delegate Agency Name].

Delegate Agency agrees that all program services, activities and events funded by this Contract shall recognize Miami Dade County CAHSD Head Start/Early Head Start as a funding source in any and all publicity, public relations and marketing efforts/materials created under its control on behalf of the program.

#### 1. COMMUNICATION WITH MEDIA/NEWS OUTLETS

Delegate Agency shall request that all media representatives, when inquiring with Delegate Agency about the program services, activities and events funded by this Contract, recognize Miami Dade County CAHSD Head Start/Early Head Start as a funding source.

#### 2. VIDEO

Delegate Agency agrees that any video it produces that depicts activities, services and events funded by this Contract shall include a full-screen graphic at its end recognizing Miami-Dade County CAHSD Head Start/Early Head Start as a funding source.

#### 3. SOCIAL MEDIA

If Delegate Agency, Center, and/or school maintains social media accounts, they shall:

- a) Post an update on its social media accounts (e.g., Facebook, Twitter, Instagram, etc.) announcing it has been awarded a funding contract by Miami-Dade County CAHSD Head Start/Early Head Start Program, and tag Miami Dade County's CAHSD @305CAHSD profile on those social media networks. If Miami Dade County CAHSD does not have a profile on a particular social media network, the post should link back to [www.miamidade.gov/headstart](http://www.miamidade.gov/headstart).
- b) State it is funded by Miami-Dade County CAHSD Head Start/Early Head Start on all of its social media networks' "About" sections.
- c) Tag and/or mention Miami Dade County CAHSD Head Start/Early Head Start on all posts related to services, activities and events funded by this Contract.
- d) List Miami Dade County Head Start/Early Head Start @305CAHSD page under "Liked by This Page" on its Facebook page (if the Delegate maintains a Facebook page).
- e) Follow the Miami Dade County CAHSD's Twitter account (if Delegate Agency maintains a Twitter account).

#### 4. PRINTED MATERIALS

- a) Delegate Agency shall ensure that any and all printed materials it creates for program services, activities and events funded by this Contract, including, but not limited to, newsletters, news releases, brochures, fliers, advertisements, signs/banners, letters to program participants and/or their parents/guardians, or any other materials released to the media or general public, shall state that these program services, activities and events are funded by Miami Dade County CAHSD Head Start/Early Head Start.
- b) Further, Delegate Agency shall also employ the use of the appropriate Miami Dade County logo and/or language as stated above when recognizing said funding in any and all printed materials.

- c) Proofs of all printed material referenced herein must be submitted to Miami Dade County CAHSD department (headstartinfo@miamidade.gov) for approval prior to production/printing and release/distribution.
- d) Delegate Agency agrees to deliver to Miami Dade County CAHSD Head Start/Early Head Start, without charge, at least three (3) copies of any and all printed materials it creates for program services, activities and events funded by this Contract.

### **Press Release and Other Communications**

Delegate Agency shall seek the prior written consent of the County to:

- 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. 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 or inaccurate; 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 Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Delegate Agency and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Delegate Agency or such parties has been approved or endorsed by the County.

### **ARTICLE 34 BANKRUPTCY**

The County may terminate this Contract, if, during the term of any contract the Delegate Agency has with the County, the Delegate Agency 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 Delegate Agency under federal bankruptcy law or any state insolvency law.

### **ARTICLE 35 LIENS**

The Delegate Agency is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

### **ARTICLE 36 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

Public Records - For purposes of this section, the term "public records" shall mean all documents, papers, letters, electronic communications, maps, books, tapes, photographs, films and video recordings, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received, pursuant to law or ordinance or in connection with the transaction of official business by the County, including this Contract and the Services provided thereunder.

Pursuant to section 119.0701, the Delegate Agency shall:

1. Keep and maintain public records required by the County to perform the services under this Contract.
2. Upon request from the COUNTY, provide the COUNTY or public with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the services under this Agreement, if the Delegate Agency does not transfer the records to the COUNTY.
4. Upon completion of the Contract, transfer, at no cost, to the COUNTY all public records in possession of Delegate Agency or keep and maintain public records required by the COUNTY to perform the service. If the Delegate Agency transfers all public records to the COUNTY upon completion of this Agreement, the Delegate Agency shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. If the Delegate Agency keeps and maintains public records upon completion of the Contract, the delegate Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided the COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the COUNTY's information technology systems.

## **IF THE DELEGATE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DELEGATE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS**

**RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, [ISD-VSS@MIAMIDADE.GOV](mailto:ISD-VSS@MIAMIDADE.GOV), 111 NW 1<sup>st</sup> STREET, SUITE 1300, MIAMI, FLORIDA 33128.**

Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement. Additionally, a SERVICE PROVIDER that fails to provide public records as required by law, within a reasonable amount of time may be subject to penalties under section 119.10, Florida Statutes. In the event the SERVICE PROVIDER fails to meet any of these provisions or fails to comply with Florida's Public Records laws, the SERVICE PROVIDER shall be responsible for indemnifying the COUNTY in any resulting litigation, including all final appeals, and the Provider shall defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records laws.

**ARTICLE 37 INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION**

As part of the Underlying Agreement, it is necessary for the Delegate Agency to have access to certain information ("Information"), some of which may constitute Protected Health Information ("PHI").

The Delegate Agency shall protect the privacy and provide for the security of PHI, including, but not limited to, electronic PHI, disclosed to the Delegate Agency pursuant to the Underlying Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), regulations promulgated thereunder by the United States Department of Health & Human Services (the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009, Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 ("HITECH Act"), and other applicable laws, to the extent that they are not preempted by HIPAA, the HIPAA Regulations or the HITECH Act. The Parties to the Underlying Agreement are committed to complying with the Standards for Privacy and Security of Individually Identifiable Health Information under HIPAA, the HIPAA Regulations, and the HITECH Act.

1. **Definitions.** Terms used, but not otherwise defined in this section shall have the same meaning as those terms found in HIPAA and the HIPAA Regulations.
  - a. "Protected Health Information" or "PHI" means any information, whether transmitted or maintained in any form or medium: (i) that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 160.103. [45 CFR Parts 160, 162 and 164].
  - b. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 160.103. [45 CFR Parts 160, 162 and 164].
  - c. "Electronic Media" shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 160.103.
  - d. "Security Incident" shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.304.
  - e. "Subcontractor" shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but limited to, 45 CFR § 160.103.
  - f. "Required by Law" shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.103 and 45 CFR § 164.512(a).
  - g. "Minimum Necessary" shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.502(b) and 45 CFR § 164.512(d).

## 2. Obligations of Delegate Agency.

- a. Permitted Uses and Disclosures. Delegate Agency may use and/or disclose PHI received by Delegate Agency pursuant to the Underlying Agreement (“PHI”) solely in accordance with the specifications set forth in Attachment A, which is incorporated herein by reference.
- b. Nondisclosure. Delegate Agency shall not use or further disclose PHI other than as permitted by the underlying Agreement, or as required by law.
- c. Safeguards. Delegate Agency shall use appropriate safeguards, and comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to ePHI, to prevent use or disclosure of PHI in a manner other than as provided in the Agreement. [45 CFR § 164.504(e)(2)(ii)(B)]. Delegate Agency shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Delegate Agency’s operations and the nature and scope of its activities. Appropriate safeguards used by Delegate Agency shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted as part of the Program. [45 CFR § 164.314(a)(2)(i)(A)]. The County has, at its sole discretion, and through its Risk Management Department, the option to audit, including inspect, Delegate Agency’s safeguards at any time during the life of the Agreement, upon reasonable notice being given to Delegate Agency for production of documents and coordination of inspection(s).
- d. Reporting of Disclosures. Delegate Agency shall report to County’s Program Manager any use or disclosure of PHI in a manner other than as provided in this Agreement. [45 CFR § 164.504(e)(2)(ii)(C)]. Associate shall report to Program Manager of any Security Incident of which it becomes aware, including breaches of unsecured PHI within five (5) business days after the discovery of the incident. Such report shall identify the information that has been or is reasonably believed to have been inappropriately used or disclosed; state the date(s) of the inappropriate use or disclosure and its discovery; describe the steps taken to investigate the inappropriate use or disclosure, mitigate its effects, prevent future inappropriate uses or disclosures; and provide to the County any other available information that the County may need to assess the violation and/or to include in the breach notification to the individual. [45 CFR § 164.404(c); 45 CFR § 164.314(a)(2)(i)(C)].
- e. Delegate Agency Agents and Subcontractors. Delegate Agency agrees and shall ensure that any agents, including Subcontractors, to whom it provides PHI or ePHI received from, or created or received by Delegate Agency, agree in writing to the same restrictions and conditions that apply to Delegate Agency with respect to such PHI and that such agents conduct their operations within the United States. Delegate Agency agrees and shall ensure that any agents, including Subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of Delegate Agency, agrees in writing to implement appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.502(e)(1)(ii) and 45 CFR § 164.314(a)(2)(i)(B)].
- f. Documentation of Disclosures. Delegate Agency agrees to document disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Delegate Agency agrees to provide the County or an individual, within ten (10) days of the receipt of the request, information collected in accordance with the Underlying Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528].
- g. Mitigation. Delegate Agency agrees to mitigate, to the extent practicable, any harmful effect that is known to Delegate Agency of a use or disclosure of PHI by Delegate Agency in violation of the requirements of this Agreement.
- h. Notification of Breach. During the term of this Agreement, v shall notify, in accordance the Program Manager and provide written notice no later than five (5) business days after the discovery of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Delegate Agency shall take: (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- i. Expenses. Any and all expenses incurred by Delegate Agency in compliance with the terms of this Agreement or in compliance with the HIPAA Regulations shall be borne by Delegate Agency.
- j. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Delegate Agency and the County and are intended only for their benefit. Neither party intends to create or establish

any third party beneficiary status or right, or the equivalent thereof, in any other third party shall have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

### **ARTICLE 38 VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)**

By entering into this Contract, the Delegate Agency becomes obligated to comply with the provisions of section 448.095, Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Delegate Agency effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Delegate Agency may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Delegate Agency, the Delegate Agency may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

### **ARTICLE 39 BACKGROUND SCREENING**

1. Delegate agency shall abide by all background screening and employment requirements of the Head Start Program, including but not limited to HSPPS, Part 1302.90 and 42 U.S.C. 9843a, requiring interviews and verification of references of individuals seeking employment with the Head Start Program; and
2. Shall ensure that employees, subcontracted personnel and volunteers who work with vulnerable persons, including children, satisfactorily complete and pass Level 2 background screening and local law enforcement screening before working with vulnerable persons, including children. Provider shall furnish the County with proof that employees, subcontracted personnel and volunteers, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time. Any person with positive response(s) to any of the enumerated charges as defined in Level 1 and Level 2 background checks shall not work with children or youths. All employee personnel files shall reflect the initiation and completion of the required background screening checks. If the Provider fails to furnish to the County proof that an employee, subcontractor or volunteer's Level 2 background screening was satisfactorily passed and completed prior to that employee, subcontractor or volunteer working with a vulnerable person or vulnerable persons including children, the Delegate Agency's Contract may be subject to termination and revocation of funding at the sole discretion of the County.
3. An Affidavit of Good Moral Character shall be completed and notarized for each employee, volunteer and subcontracted personnel upon hiring.
4. All employee personnel files shall reflect the initiation and completion of the required background screening checks.
5. Upon execution of a contract, the Delegate Agency shall furnish the Head Start Program with proof that background screening Level 2 was completed. If the Delegate Agency fails to furnish to the HS Program Director proof that background screening Level 2 was completed and Level 2 was not initiated prior to working directly with client youths, the County shall not disburse any further funds and the contract may be subject to termination at the discretion of the County.
6. Delegate Agency shall retain all records demonstrating compliance with the background screening required herein for not less than three (3) years beyond the last date that all applicable terms of the contract have been complied with and final payment has been received and appropriate audits have been submitted to and accepted by the appropriate entity.

### **ARTICLE 40 GENERAL PROVISIONS**

- a. This Agreement, including attachments and appendices 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 the Parties.
- b. 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.

- c. 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 in Miami-Dade County.
- d. 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.
- e. In those situations where this Agreement imposes an indemnity obligation on the Delegate Agency, 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 Delegate Agency fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Delegate Agency.
- f. 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.
- g. 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 Delegate Agency 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.
- h. 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) Appendix A, 3) Appendix B, C, D and any associated addenda and attachments thereof.

**ARTICLE 41 TOTALITY OF AGREEMENT**

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

Appendix A: Scope of Services

Appendix B: Budget Forms

Appendix C: Lease Agreement (if applicable)

(Signatures on Following Page)



IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Delegate Agency

Miami-Dade County

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Corporate Secretary/Notary Public

By: \_\_\_\_\_  
 Name: Daniella Levine Cava  
 Title: Mayor  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency

\_\_\_\_\_  
 Assistant County Attorney

## **APPENDIX A – SCOPE OF SERVICES**

**The Delegate Agency shall provide the following tasks and services and agrees to comply with the following requirements:**

### **ARTICLE 42 GENERAL REQUIRED SERVICES**

1. Operate a Head Start Program (Program), to include Head Start (HS) and/or Early Head Start (EHS) services, as applicable, that focuses on the delivery of comprehensive early childhood care and education services for pregnant women, infants and toddlers (birth – three year old) and/or pre-school aged children (three - 5 year old) of low income families.
2. Administer the Program in compliance with all applicable federal, state, and local laws, regulations, rules and guidance, including, but not limited to the Head Start Act (the Act), 42 U.S.C. Section 9831, et seq.; the Head Start Program Performance Standards (HSPPS); notices and instructions as promulgated by the U.S. Department of Health and Human Services (DHHS) Administration for Children and Families (ACF); Code of Federal Regulations (CFR), Title 45 Parts 1301, 1302, 1303, 1304, 1305, as may be amended; Title 41 U.S.C Section 4712; Florida Statutes (Section 402.301-402; Section 435-452; Section 120.60); Florida Administrative Code (Chapter 65C-22; Chapter 64E-11).
3. Abide by the Miami-Dade County Head Start Program Policies and Procedures, found through Microsoft Teams and/or ChildPlus as may be amended, which are incorporated herein by reference.
4. The approved Program services shall provide a minimum of eight (8) hours of direct instructional child contact, per day, for 175 days, in accordance with the Miami-Dade Community Action and Human Services (CAHSD) Head Start schedule, which is subject to change. The approved Early Head Start Program services shall provide a minimum of nine (9) hours of direct instructional child contact, per day, for a minimum of 46 weeks, approximately 215 days, in accordance with the CAHSD Early Head Start schedule, which is subject to change. Holidays and teacher workdays will be observed following the Miami-Dade County CAHSD Head Start/Early Head Start schedule. Any variation from this schedule must receive prior written approval from the Program Manager. Delegate agencies requesting to serve children for less than the stipulated hours may receive an adjusted cost per child.
5. Establish a Quality Assurance (QA) Program which ensures Delegate Agency compliance with HSPPS.
6. Administer the Program in the areas identified by Miami Dade County's Community Assessment, as approved by the County. A copy of the 2020 Community Assessment can be viewed at [www.miamidade.gov/socialservices](http://www.miamidade.gov/socialservices).
7. Ensure that the majority of the Delegate Agency's funded slots are occupied by children within the targeted geographic area being serviced.

### **ARTICLE 43 HUMAN RESOURCE MANAGEMENT**

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1302: Program Operations, Subpart I: Human Resources, as may be amended.
2. Maintain and update the Delegate Agency's personnel policies and procedures incorporating the requirements as specified in HSPPS Part 1302.90 (Personnel Policies), which includes, but is not limited to, establishing a Head Start Policy Committee to approve the process for hiring, promotion, demotion, and dismissal of Head Start funded staff (including contractual).
3. Submit all Delegate Agency staff/teacher resumes and educational credentials to the County for review and approval prior to hiring staff or within 15 days of hire. Failure to follow these procedures will result in the disallowance, by the County, for personnel costs and any other indirect costs for those persons not approved by the County.
4. Ensure that staff attend all mandatory meetings, including training and technical assistance meetings, monthly Executive Director's Meetings, and service area meetings, along with all other entities contracting with the County to provide Head Start/Early Head Start services, in order to enhance the delivery of comprehensive, integrated services. The County will provide the Delegate Agency with a 72-hour advance notice of upcoming Executive Director's meetings unless it becomes necessary to call an emergency meeting, in which case as much advance notice will be given to the Delegate Agency as reasonably possible. The Delegate Agency Executive Director, or designee, shall maintain a 100% attendance rate at and participate in the monthly Executive Director's meetings and the annual Program Governance training.

5. Ensure that all staff paid with Head Start and Early Head Start Program funds, entirely or partially, attend the annual Pre-Service Training Conference, Infant and Toddler Conference, New Staff Orientation, and In-Service staff development trainings to include the Classroom Assessment Scoring System (CLASS), and all other mandatory trainings and meetings identified by the County.
6. Failure by the Delegate Agency to adhere to the 100% mandatory attendance requirements contained herein could result in default.
7. Curriculum specialists/coaches, as appropriate, shall obtain and maintain a current Classroom Assessment Scoring System (CLASS) reliability certificate to conduct observations in all programs overseen by the curriculum specialist/coach, using the data from the assessment to identify the teaching teams' strengths, areas of growth and those in need of intensive supports. Curriculum specialists/coaching staff shall also provide monthly intentional coaching to include developing professional goals, observation, feedback, modeling of developmentally appropriate classroom practices and resource materials. All coaching shall include practice-based and selected coaching enhancement strategies, align with the program's school readiness goals, and curriculum and professional development plan. The curriculum specialist/coach will provide ongoing communication to the program director, grantee education staff, and any other relevant staff.
8. Ensure that all Program teachers meet the requirements of HSPPS Part 1302.91 (e) (1-3).
9. Ensure two paid and properly credentialed staff persons (a teacher and a teacher assistant or two teachers) for each classroom that meet the qualifications, as specified in 45 CFR Part 1302.91 (e) (1-3), to instruct and supervise the children enrolled in the Program. All Head Start teachers must have a minimum of an Associate Degree in Child Development or Early Childhood Education, equivalent coursework, or otherwise meet the requirements of section 648(A)(a)(3)(B) of the Act. All teacher assistants must have at least a child development associate (CDA) credential or a state-awarded certificate that meets or exceeds the requirements for a CDA credential; are enrolled in a program that will lead to an associate or baccalaureate degree; or are enrolled in a child development associate (CDA) credential program to be completed within two years of the time of hire. Ensure that all Early Head Start teachers providing direct services to infants and toddlers and families in Early Head Start centers have a minimum of a CDA credential or comparable credential, and have been trained or have equivalent coursework in early childhood development with a focus on infant and toddler development.
10. At least 50% of the Head Start teachers shall possess, at a minimum, a Baccalaureate, or advanced degree in early childhood education; or a Baccalaureate or advanced degree in child development, early childhood education, or equivalent coursework.
11. Ensure that staff who serve as education managers or coordinators, and curriculum specialists/coaches, have the capacity to offer assistance to other teachers in the implementation and adaptation of curricula to the group and individual needs of children in a Head Start or Early Head Start classroom; and have a baccalaureate or advanced degree in early childhood education; or a baccalaureate or advanced degree and equivalent coursework in early childhood education with early education experience teaching experience in accordance with Section 648A(a)(2)(B)(i) of the Act and HSPPS Part 1302.91(d)(2).
12. Ensure that staff who serves as a disabilities coordinator or in disabilities management hired after November 7, 2016, have, at a minimum, a baccalaureate degree, in the discipline they oversee, including early childhood development, and special education services for children in accordance with HSPPS Part 1302.91 (d)(1).
13. In accordance with HSPPS Part 1302.101, the Delegate Agency shall ensure that their program, fiscal, and human resources management structure is sufficient to provide effective management and oversight of all program areas and fiduciary responsibilities to enable delivery of high quality services and all of the program services described in subparts C ,D, E, F, G, and H of the HSPPS.
14. The Delegate Agency shall ensure that staff, consultants, and contactors engaged in the delivery of program services have sufficient knowledge, training, experience, and competencies necessary to fulfill the roles and responsibilities of their positions and to ensure high-quality service delivery in accordance with HSPPS Part1302.91(a).
15. In accordance with HSPPS Part 1302.91(b), employ an Early Head Start and/or Head Start Delegate Agency Director with demonstrated skills and abilities in a management capacity relevant to human services program management. And each delegate must ensure that an Early Head Start or Head Start director hired after November 7, 2016, has, at a minimum, a baccalaureate degree and experience in supervision of staff, fiscal management, and administration.

16. Ensure staff hired after November 7, 2016, who work directly with families on the family partnership process have within eighteen months of hire, at a minimum, a credential or certification in social work, human services, family services, counseling or a related field in accordance with the HSPPS Part 1302.91(7)
17. Ensure health procedures are performed only by a licensed or certified health professional and that all mental health consultants are licensed or certified mental health professionals and that mental health consultants have knowledge of and experience in serving young children and their families in the community.
18. Employ staff or consultants to support nutrition services who are registered dietitians, licensed by the State of Florida, Department of Health with appropriate qualifications.
19. In accordance with HSPPS Part 1302.91(c), each Delegate Agency must assess staffing needs in consideration of the fiscal complexity of the organization and applicable financial management requirements and secure the regularly scheduled or ongoing services of a fiscal officer with sufficient education and experience to meet their needs. A program must ensure a fiscal officer hired after November 7, 2016 is a certified public accountant or has, at a minimum, a baccalaureate degree in accounting, business, fiscal management, or a related field. The Delegate Agency shall ensure that a qualified fiscal officer and other management staff (i.e. licensed mental health consultant, etc.) and all other staff have the required license(s) and/or credentials needed for their position in accordance with applicable laws and regulations and have experience relevant to their positions.
20. Ensure all staff, consultants, contractors, subcontractors, and volunteers abide by the program's standards of conduct, which include, but are not limited to refraining from using corporal punishment, isolation to discipline a child, withholding food as a punishment/reward, or physically abuse of a child, in accordance with HSPSS Part 1302.90(c)(1).
21. Ensure staff and program consultants or contractors are familiar with the ethnic backgrounds and heritages of families in the Program and are able to serve and effectively communicate, either directly or through interpretation and translation, with children who are dual language learners and to the extent feasible, with families with limited English proficiency, in accordance with HSPPS Part 1302.90(d).
22. Comply with HSPPS Part 1302.90(d)(2), requiring that if a majority of children in a class or home-based program speak the same language, at least one class staff member or home visitor must speak such language.

#### **ARTICLE 44 ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT, ATTENDANCE AND PROGRAM STRUCTURE**

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures Part 1302: Program Operations, Subpart A, B, and H, as may be amended.
2. Ensure staff use the County's online and paper-based application system to assist families in applying for the Program.
3. Maintain the funded enrollment level from the start of the Program Year, and fill any vacancy as soon as possible. When a vacancy exists, no more than 30 calendar days may lapse before the vacancy is filled (refer to HSPPS, Part 1302.15(a)).
4. Develop and implement a recruitment process designed to actively inform all families with eligible children within the recruitment areas of the availability of Program services (Refer to HSPPS, Part 1302.13). Submit an Annual Recruitment Plan and proof of implementation to the County.
5. Input classroom attendance into ChildPlus and follow-up and document absences on a daily basis. For children who unexpectedly do not arrive at their usual time, center staff must make an attempt to contact the parent/guardian within one hour of usual arrival time.
6. Track attendance for each child and implement strategies to promote attendance by providing information about the benefits of regular attendance and supporting families to promote the child's regular attendance. This may include conducting a home visit or other direct contact with parents if child has had multiple unexplained absences.
7. Once confirmation has been received that the child is not returning to the program, consider the child's slot vacant and fill the slot with a new or transferred child, in coordination with the County.
8. Provide the County with its eligibility, recruitment, selection, enrollment and attendance requirements and procedures as specified in HSPPS Part 1302 Subpart A.

9. Maintain eligibility determination records as required by HSPPS Part 1302.12(k).
10. Afford priority for selection and enrollment to children transferring within the County's Head Start and Early Head Start Program.
11. Provide a written plan outlining the policies and procedures for including children with disabilities in accordance with the Americans with Disabilities Act (ADA) of 1990 (<http://www.ada.gov>) and the Individuals with Disabilities Education Act (IDEA).
12. Maintain a minimum of ten percent (10%) of the Delegate Agency's enrollment for children who have disabilities and provide disability services in accordance with HSPPS Part 1302 Subpart F.
13. Provide services to groups of children in the Program, in a separate classroom, with adequate square footage ratios per child (35 square feet per HS / EHS child exclusive of hallways, bathrooms, and office space), in accordance with HSPPS Part 1302.21(d).
14. Adequate playground square footage shall be 75 square feet per child. Delegate Agency shall ensure the square footage requirement is adequate for the number of children served.
15. In accordance with HSPPS Part 1302.21, staff-to-child ratios and group size maximums must be determined by the age of the majority of the children and the needs of the children present. The maximum number of children allowed in the classroom where the majority of children are 4 and 5 years old is 20. The maximum allowed when the majority of children are 3 year-olds is 17. A class is considered to serve predominantly 3 year-old children if more than half of the children in the class will be three years old by September 1. For Early Head Start services (ages 0 – 3), the maximum number of children allowed in a classroom is 8.
16. Operate the Head Start Program centers for a minimum of 8 hours per day and Early Head Start centers for a minimum of 9 hours per day. Head Start centers should operate Monday – Friday, from 8:00 a.m. to 4:00 p.m. or 7:30 a.m. to 3:30 p.m. and Early Head Start centers shall operate Monday – Friday, from 8:00 a.m. to 5:00 p.m. or 7:30 a.m. to 4:30 p.m. No center may operate for less time and no fee can be charged for this timeframe. Additional services that fall outside of this timeframe may be offered either free of charge or for a fee. If a fee is charged for after-school care during the regular Program Year or during the summer when the Program is closed, the Delegate Agency shall send a notice to the parents advising them that the service is not part of the Head Start Program Services. A copy of this letter should be submitted to the County.
17. Submit all applications of over-income children to the County for approval prior to the child entering the Program. This includes children with disabilities and children transitioning from Early Head Start into Head Start. Failure to comply will result in a reduction of reimbursement for each child not approved. The reduction will be pro-rated based on the Delegate Agency's cost per child.
18. Comply with Life Safety and Fire Prevention Codes to include State of Florida Standards for Safety.
19. Comply with HHS Regulations for transporting children on vehicles in accordance with the HSPPS Part 1302 Subpart G, if applicable.
20. Ensure that all staff have complete background checks in accordance with HSPPS Part 1302.90(b)

#### **ARTICLE 45 FISCAL AND ADMINISTRATIVE REQUIREMENTS**

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1303: Financial and Administrative Requirements, Subpart A-F, as may be amended.
2. Provide reimbursements for reasonable expenses incurred by Policy Committee members and parent activity funds for all parents, which may be reimbursable, in accordance with the HSPPS Part 1301.3(e) and Miami-Dade County rules and guidelines.
3. Provide funding for the Parent Activity Fund at a rate of \$7.00 per child slot, per Program Year. The Parent Activity Fund shall be governed by the federal guidelines and ensure that parents have a role in deciding how these funds will be utilized.

**ARTICLE 5 EDUCATION, CHILD DEVELOPMENT, SAFETY, AND HEALTH PROGRAM SERVICES**

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1302: Program Operations, Subpart C, D, and F, as may be amended.
2. Provide early education and childhood development and health program services as specified in HSPPS Part 1302 subpart C and D, and all other applicable laws and standards, including immunizations, medical exams, dental, sensory, behavioral and developmental screening and appropriate follow-up care, including nutrition assessments, for all Program enrolled children. The Delegate Agency shall ensure that all applicable developmental and health services documentation is incorporated into child's folder and properly entered into the ChildPlus Information System, and shall also include appropriate meal count information.
3. Teaching and learning environments will maintain classroom ratio and group sizes in center – based sites as listed below in accordance with HSPPS Parts 1302.31 (a) & 1302.21 (a) (b) (1)(i) (ii) ;
4. Provide a daily educational program for children that is aligned with the Head Start Early Learning Outcomes Framework (ELOF), including for Children with Disabilities as specified in 45 CFR Part 1302.31, and that follows the County approved curriculum and identified research/evidence based enhancements, to include High Scope for Head Start, Creative Curriculum for Early Head Start, and Partners for a Healthy Baby for EHS Home Based as the primary curricula.
5. The County reserves the right to change the curricula, to implement curriculum enhancements, to apply for and participate in research/grant projects for the Head Start and Early Head Start Program, and/or to change service delivery models (Center Based, Home Based, In-Person, or Virtual), at any time, including in the event of an emergency and/or unforeseen situation. Delegate Agency agrees to cooperate with any such research/grant project as may be requested by the County.
6. Receive prior written approval from the County for any Head Start Program curriculum enhancements, or research/ grant projects being implemented by the Delegate Agency in the Head Start/Early Head Start programs, , including any parental consent forms for the same.
7. Provide and maintain learning environments to support implementation of the curriculum while ensuring age-appropriate (new/moderately used) furnishing, equipment, materials and supplies are available to support functional physical space for indoor and outdoor learning.
8. Head Start and Early Head Start classroom staff will complete a lesson plan for each segment of the implemented curricula's daily routine to include age appropriate, high quality, organized activities and early learning experiences ensuring a focus in the developmental domains below, utilizing various individualized strategies or technology to meet the collective and or individual needs of enrolled children based on children's assessment data in order to develop the agency's School Readiness goals. HSPPS, Part 1302.31 (b) (1) (ii – iv)

**Early Head Start**

- Approaches to Learning
- Cognitive Development and General Knowledge
- Language, Communication, Reading and Writing
- Physical Development and Health
- Social and Emotional Development

**Head Start**

- Language,
- Literacy
- Early Math,
- Science,
- Social Studies,
- Social and Emotional Dev.
- Creative Arts
- Approaches to Learning
- Physical Development and Health

9. Classroom staff will individualize interactions based on children's abilities and interest and implement learning strategies such as using words to describe actions, feelings or thinking to scaffold children and intentionally build their vocabulary and receptive and expressive language to build school readiness skills that promote, academic success. (Refer to HSPPS Part 1302.31(a) (b) (1) (iv)).
10. Classroom staff will administer developmental and behavioral screening for newly enrolled children within 45 calendar days of entry into the Program in accordance with HSPPS Part 1302.33.

11. Head Start teaching staff/and or assigned assessor will administer a research based speech and language screening, normed for the child's home language (when available) or translated in the child's home language, every year the child is enrolled in Head Start. Dual language children will also be administered a screening using the English screener.
12. Classroom staff will conduct ongoing assessments by observing children and recording observations of all children's abilities (including children with a disability of suspected disability), strengths, areas of growth, interest, planned and self-guided discovery experiences on the Anecdotal Note log or other recording method approved by the County's Education Manager. Classroom teaching/caregiving staff must maintain accurate and current notes in the ongoing assessment database as evidence of children's gains.
13. Disabilities management/ professionals will provide support to ensure enrolled children with disabilities, including but not limited to those who are eligible for services under IDEA, and their families, receive all applicable program services delivered in the least restrictive environment and that they fully participate in all Program activities. Actions include, but are not limited to:
  - a. reviewing screenings and assessments,
  - b. making referrals to the Local Education Agency (LEA), Local Early Steps (LES), and or community agency,
  - c. developing follow up intervention plans for children waiting eligibility determination or children that did not qualify
  - d. ensure parents understand the process of eligibility determination
  - e. support parents with registering children with the LEA, accessing Infant and Toddler Development Specialist (ITDS) services and services with community agencies.
14. Engage disabilities management/professionals to ensure individualized services and supports, and to the maximum extent possible, to meet the child's needs. Make efforts to access the child's health insurance.
15. Provide, monitor, implement and adhere to all facets of health services in accordance with HSPPS Parts 1302.40 – 1302.47, some of which are outlined below.
16. Provide high-quality health, oral health, mental health, and nutrition services that are developmentally, culturally, and linguistically appropriate and that will support each child's growth and school readiness.
17. Actively participate in the Health Services Advisory Committee (HSAC) that includes Head Start parents, professionals, and other stakeholders from the community.
18. Ensure that all health-related delegate staff attend regularly scheduled and mandatory health meetings hosted by County staff. If assigned health staff members are unable to be present, Delegate Agency must send another HS/EHS staff member and/or designee to attend on their behalf.
19. Collaborate with parents as partners in the health and well-being of their children in a linguistically and culturally appropriate manner and communicate with parents about their child's health needs and development concerns in a timely and effective manner.
20. Obtain advance authorization from the parent or legal guardian for all health and developmental procedures administered through the Program or by contract or agreement. Maintain written documentation for any refusal of authorization for health services by completing the "Refusal of Health Services" Form, found in ChildPlus. Prior to utilizing the "Refusal of Health Services Form", a multidisciplinary team (MDT) meeting should be held to discuss options for the child to receive the recommended services. Efforts to meet and discuss options must be documented in ChildPlus. Any completed parent refusal forms must be signed by the parent/guardian as well as the HS/EHS staff at the site. Signed/completed forms must be uploaded into ChildPlus as part of the child's official record and documented under the health requirement it pertains to.
21. Share with parents the policies for health emergencies that require rapid response on the part of staff or immediate medical attention. Complete and implement Individual Health Plans (IHP) for enrolled children with special health care needs that may require emergency treatment during the day.
22. Consult with parents within 30 days of enrollment to determine whether each child has ongoing sources of continuous, accessible health care – provided by a health care professional that maintains the child's ongoing health record and is not primarily a source of emergency or urgent care – and health insurance coverage.

23. Assist families in accessing a source of care and health insurance that will meet all health care needs as quickly as possible and within 30 days of the child being enrolled in the Program.
24. Make health status determinations within 90 days of enrollment based on documentation obtained from health care and oral health care professionals as to whether or not the child is up-to-date on a schedule of age appropriate preventive and primary medical and oral health care.
25. Assist parents with making arrangements to bring the child's medical/dental status up-to-date as quickly as possible and, if necessary, directly facilitate provision of health services to bring the child up-to-date with parent consent. Efforts to assist families to meet health requirements must be minimally documented on a bi-monthly basis in ChildPlus until the medical/dental event has been brought up to date.
26. Obtain or perform evidence-based vision and hearing screenings ensuring they are completed or obtained within 45 days of enrollment into the Program. Ensure that results are documented and uploaded into the child's record in the ChildPlus data system.
27. Complete a comprehensive nutrition assessment by a registered dietitian for all newly enrolled children that identifies each child's nutritional health needs, taking into account available health information, including the child's health records, and family and staff concerns, including special dietary requirements, food allergies, and community nutrition issues as identified through the community assessment or by the Health Services Advisory Committee.
28. Ensure and assist parents and families to meet all recommended schedules of well-child and oral health care (including the state's EPSDT schedules).
29. Implement periodic observations or other appropriate strategies for program staff and parents to identify any new or recurring developmental, medical, oral, or mental health concerns. For medical and oral health concerns, ensure families follow the periodicity schedule as recommended by the American Association of Pediatrics (AAP) and the American Association of Pediatrics Dentists (AAPD). Ensure that any concerns identified by parents or staff are addressed through referral or other means of timely follow-up.
30. Facilitate, ensure, and monitor necessary oral health preventive care, treatment and follow-up, including topical fluoride treatments and further oral health treatment as recommended by the oral health professional. Efforts to assist with receiving preventative care and/or treatment must be documented minimally on a bi-monthly basis until received.
31. Facilitate further diagnostic testing, evaluation, treatment, and follow-up plan, as appropriate, by a licensed or certified professional for each child with a health concern or developmental delay, such as elevated lead levels or abnormal hearing or vision results that may affect a child's development, learning, or behavior. Efforts to assist with receiving preventative care and/or treatment must be documented minimally on a bi-monthly basis until received.
32. Develop a system to track referrals and services provided and monitor the implementation of a follow-up plan to meet any treatment needs associated with a health, oral health, social and emotional, or developmental concern. ChildPlus "dashboard" reviews must be included as part of the tracking process for all health services.
33. Assist parents, as needed, in obtaining any prescribed medications, aids or equipment for medical and oral health conditions or developmental concern (I.e. hearing aids, dental procedures, assistive technology, etc.)
34. Use Program funds for the provision of diapers and formula for enrolled children during the Program day.
35. Use Program funds for professional medical and oral health services when no other source of funding is available (payer of last resort). When Program funds are used for such services, agencies must have written documentation of their efforts to access other available sources of funding prior to using Program funds.
36. Promote effective oral health hygiene by ensuring all children with teeth are assisted by appropriate staff, or volunteers, if available, in brushing their teeth with toothpaste containing fluoride once daily. When brushing of teeth is not permitted or recommended due to health regulations, ensure that ongoing education with children and their caregivers on the importance of brushing their teeth daily and how to properly brush teeth is maintained.



37. Establish and train staff on implementation and enforcing a system of health and safety practices that ensure children are kept safe at all times. Agencies will consult Caring for our Children Basics, available at <https://eclkc.ohs.acf.hhs.gov/sites/default/files/pdf/caring-for-our-children-basics.pdf> for additional information to develop and implement adequate safety policies and practices described in this part.
38. Develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement in accordance with HSPPS Part 1302.102, that includes policies and practices to ensure all facilities, equipment and materials, background checks, safety training, safety and hygiene practices and administrative safety procedures are adequate to ensure child safety.
39. Ensure that all facilities where children are served, including areas for learning, playing, sleeping, toileting, and eating:
  - f. Meet licensing requirements in accordance with HSPPS Part 1302.21(d);
  - g. Are clean and free from pests;
  - h. Are free from pollutants, hazards, and toxins that are accessible to children and could endanger children's safety;
  - i. Are designed to prevent child injury and free from hazards, including choking, strangulation, electrical, and drowning hazards, hazards posed by appliances, and all other safety hazards;
  - j. Are well lit, including emergency lighting.
  - k. Are equipped with safety supplies that are readily accessible to staff, including, at a minimum, fully-equipped and up-to-date first aid kits and appropriate fire safety supplies.
  - l. Are free from firearms or other weapons that could endanger children.
  - m. Designed to separate toileting and diapering areas from areas for preparing food, cooking, eating, or children's activities.
  - n. Kept safe through an ongoing system of preventative maintenance.
  - o. Hold documented annual fire inspection reports and a Life Safety Operating Permit for each facility rendering Head Start Program Services.
  - p. Provide the County with the most recent inspection and permit at the time of Agreement.
  - q. Comply with the State of Florida and/or any municipality mandate to have a service site Health Inspection Certificate.
  - r. Keep on file the most recent inspection and furnish the County with a copy at the time of Agreement
40. Ensure indoor and outdoor play equipment, cribs, cots, feeding chairs, strollers, and other equipment used in the care of enrolled children, and as applicable, other equipment and materials meet standards set by the Consumer Product Safety Commission (CPSC) or the American Society for Testing and Materials, International (ASTM). All equipment and materials must at a minimum:
  - s. Be clean and safe for children's use and are appropriately disinfected;
  - t. Be accessible only to children for whom they are age appropriate;
  - u. Be designed to allow appropriate supervision of children at all times;
  - v. Allow for the separation of infants and toddlers from preschoolers during play in center-based programs; and,
  - w. Be kept safe through an ongoing system of preventative maintenance.
41. Ensure that all staff with regular child contact have initial orientation training within three (3) months of hire and ongoing training in all state, local, tribal, federal and program-developed health, safety, and child care requirements to ensure the safety of children in their care; including, at a minimum, and as appropriate based on staff roles and ages of children they work with, training in:
  - x. The prevention and control of infectious diseases;
  - y. Prevention of sudden infant death syndrome and use of safe sleeping practices;
  - z. Administration of medication, consistent with standards for parental consent;
  - aa. Prevention and response to emergencies due to food and allergic reactions;
  - bb. Building and physical premises safety, including identification of and protection from hazards, bodies of water, and vehicular traffic;

- cc. Prevention of shaken baby syndrome, abusive head trauma, and child maltreatment;
  - dd. Emergency preparedness and response planning for emergencies;
  - ee. Handling and storage of hazardous materials and the appropriate disposal of bio contaminants;
  - ff. Appropriate precautions in transporting children, as applicable;
  - gg. First aid and cardiopulmonary resuscitation; and,
  - hh. Recognition and reporting of child abuse and neglect, in accordance with the requirement of local policies and procedures.
42. Ensure all staff with no regular responsibility for or contact with children have initial orientation training within three (3) months of hire; ongoing training in all state, local, tribal, federal and program-developed health and safety requirements applicable to their work; and training in the program's emergency and disaster preparedness procedures.
43. Ensure all staff and consultants follow appropriate practices to keep children safe during all activities, including, at a minimum:
- ii. Reporting of suspected or known child abuse and neglect, including that staff comply with applicable federal, state, local, and tribal laws;
  - jj. Safe sleep practices, including ensuring that all sleeping arrangements for children under 18 months of age use firm mattresses or cots, as appropriate, ensuring soft bedding materials or toys **are not used** for sleeping/resting children 12 months of age and younger;
  - kk. Appropriate indoor and outdoor supervision of children at all times, employing active supervision practices throughout the day;
  - ll. Only releasing children to an authorized adult;
  - mm. All standards of conduct described in HSPPS Part 1302.90(c).
44. Ensure all staff systematically and routinely implement hygiene practices that at a minimum ensure:
- nn. Appropriate toileting, hand washing, and diapering procedures are followed and signage to encourage the appropriate hand washing and diapering procedures are posted near the area of the activity;
  - oo. Safe food preparation;
  - pp. Exposure to blood and body fluids are handled consistent with standards of the Occupational Safety Health Administration (OSHA).
45. Establish, follow, and practice, as appropriate, procedures for, at a minimum:
- qq. Emergencies;
  - rr. Fire prevention and response;
  - ss. Protection from contagious disease, including appropriate inclusion and exclusion policies for when a child is ill, and from an infectious disease outbreak, including appropriate notifications of any reportable illness;
  - tt. Handling, storage, administration, and record of administration of medication;
  - uu. Maintaining procedures and systems to ensure children are only released to an authorized adult.
46. Establish and keep updated (annually) a disaster preparedness plan that includes all-hazards emergency management/disaster preparedness and response plans for more and less likely events including natural and manmade disasters and emergencies, and violence in or near programs.
47. Report any health and/or safety incidents in accordance with HSPPS, Part 1302.102(d)(1)(ii) and in accordance with all established local policies and procedures set forth by the grantee. Reporting for urgent and/or highly contagious infectious diseases, including COVID-19, must follow and adhere to the County's reporting procedures. This includes reporting health/safety occurrences to the local Department of Health (DOH) and to the County's Health Coordinator and Program Director within two (2) hours of the incident. Incidents occurring on site must be reported to the grantee team no later than the close of business on the day of the incident.
48. All efforts and activities to complete and comply with HSPPS for health must be documented on each child's record in ChildPlus and/or any other applicable database system. This documentation must be entered as soon as possible, not to exceed 5 business days of receipt

49. All required health documentation, including but not limited to physical forms, well baby check forms, medical/dental insurance card, immunization forms, dental forms, hearing/vision forms, IHP (Individual Health Plan) forms, internal referral forms, medical diagnosis documentation and all other applicable health documentation must be entered and uploaded into ChildPlus immediately upon receipt from the family (daily).
50. Timely report (within two hours), to the grantee health coordinator, all emergency and/or urgent incidences in accordance with all active and implemented grantee health and safety reporting procedures.
51. The provision of nutrition services by a Delegate Agency must be in compliance with the HSPPS, U.S. Department of Agriculture (USDA) Child Care Food program, and Program Policy and Procedures. Nutrition services must be designed and implemented in collaboration with the registered and licensed dietitian and nutrition manager so that nutrition services are culturally and developmentally appropriate, meet the nutritional needs of and accommodate the feeding requirements of each child, including children with special dietary needs and children with disabilities.
52. Provide breakfast, lunch, and snack that meets with USDA Child Care Food Program requirements, are high in nutrients and low in fat, sugar, and salt and meets 2/3rd of the child's daily nutritional needs. The menus must be developmentally appropriate, culturally sensitive, and reflective of the population being served. The menus must be analyzed each year to ensure nutrient adequacy and submitted to the Grantee Nutrition Coordinator for approval prior to implementation.
53. Providers of the Program Services will be required to obtain a letter from the USDA Child Care Food Program documenting their active sponsorship in the USDA Child Care Food Program. Failure to maintain viable and active sponsorship with the USDA Child Care Food Program will result in immediate termination of the Contract. A program must use funds from USDA Food, Nutrition, and Consumer Services child nutrition programs as the primary source of payment for meal services.
54. The Delegate Agency shall ensure that staff is present at all meals with the children. All toddlers, preschool children and assigned classroom staff, including volunteers, shall eat together, family style if possible, sharing the same menu to the best extent possible, or as in a pandemic/emergency be prepared to serve healthy food safely and appropriately as mandated by local health agencies and the Center for Disease Control (CDC). A Delegate Agency must implement snack and mealtimes in ways that support development and learning. For bottle-fed infants, this approach must include holding infants during feeding to support socialization. Snack and mealtimes must be structured and used as learning opportunities that support teaching staff-child interactions and foster communication and conversations that contribute to a child's learning, development, and socialization.
55. Delegate Agencies must provide sufficient time for children to eat, not use food as reward or punishment, and not force children to finish their food.
56. Each enrolled Infant at the Delegate Agency will be provided with formula and baby food that is individualized to the child's needs. Diapers and wipes will also be made available to enrolled children by the Delegate Agency.
57. Enrolled infants and toddlers must be fed according to their individual developmental readiness and feeding skills as recommended in USDA requirements outlined in 7 CFR Parts 210, 220, and 226, and ensure infants and young toddlers are fed on demand to the extent possible; ensure bottle-fed infants are never laid down to sleep with a bottle; serve all children in morning center-based settings who have not received breakfast upon arrival at the program a nourishing breakfast;
58. In case of an emergency due to natural disaster, health epidemic/pandemic or other causes, the Delegate Agency must have non-perishable foods available on site to be able to feed enrolled children meals and snacks for a minimum of three (3) days. If the need arises to provide "grab and go" meals to enrolled children due to site closure or having virtual services, the Delegate Agency must have provisions in their contract with a food vendor/caterer to be able to accommodate this need.
59. Provide appropriate healthy snacks and meals to each child during group socialization activities in the home-based option.
60. Promote breastfeeding, including providing facilities to properly store and handle breast milk and make accommodations, as necessary, for mothers who wish to breastfeed during program hours, and if necessary, provide referrals to lactation consultants or counselors; and make safe drinking water available to children during the program day. Delegate Agency must partner with their local Women, Infant and Child (WIC) offices. These partnerships must be current and refer pregnant women, breastfeeding mothers and families of young children to WIC services.

61. The registered and licensed dietitian must identify each child's nutritional health needs, taking into account available health information, including the child's health records, and family and staff concerns, including special dietary requirements, food allergies, and community nutrition issues as identified through the community assessment or by the Health Services Advisory Committee. Each enrolled child must receive a comprehensive nutrition assessment by a registered and licensed dietitian within 150 days of enrollment. Children identified with nutrition related health problems must receive appropriate follow-up services by the dietitian within ten (10) days of receipt of a referral. Children identified with nutrition related problems must be monitored periodically by the registered dietitian until satisfactory outcomes are attained as stated in the plan of action by the dietitian. Each enrolled infant/toddler up to 24 months will be nutritionally assessed as per the Early Periodic Screening Diagnostic Treatment (EPSDT) schedule. All nutrition services provided to enrolled children and families must be documented in ChildPlus within seven (7) business days of service delivery.
62. In the event of an emergency due to a health epidemic/pandemic or natural disaster or other events that may result in site closures or engage in virtual services for enrolled children, then nutrition services must be provided using virtual platforms and current telehealth practices as mandated and regulated by the State of Florida. This includes nutrition assessment, nutrition education and or counseling to enrolled children and families and appropriate and relevant trainings to staff.
63. Children identified with food allergies that involve an epi-pen must have accessible Individual Health Plans of action for emergencies and all relevant staff must be trained on the agency procedure. For food allergies, a program must also post individual child food allergies prominently following the agency's procedures where staff can view wherever food is served. Revised menus with substitutions completed by the registered dietitian must be posted in the kitchen, in the classroom where the child is attending covered by a paper with a picture of a food item for example an apple so as to ensure privacy of medical information of the child. Staff must be trained in all emergency procedures for the child with an epi-pen and be able to access the revised menu or substitutions. The menus must also be kept in the child's folder.
64. Collaborate with parents to promote children's nutritional status with education support services that are understandable to individuals, including individuals with low health literacy. For enrolled families this should include opportunities for parents to discuss their child's nutritional status with staff, including the importance of physical activity, healthy eating, and the negative health consequences of sugar-sweetened beverages, and how to select and prepare nutritious foods that meet the family's nutrition and food budget needs. This type of nutrition education and or relevant nutrition counseling to families and staff must be done by the registered and licensed dietitian and services must be documented in ChildPlus.
65. Maintain partnership with Cooperative Extensions Services with the Expanded Food & Nutrition Education Program [EFNEP] with University of Florida and other local community entities to access nutrition education and food and nutrition resources for families.
66. Provided opportunities for families to learn about healthy pregnancy and postpartum care, as appropriate, including breastfeeding support.
67. Each delegate agency that does not have a registered and licensed dietitian on staff can obtain services through a consultant. Each consultant contract must be approved by the Grantee prior to implementation of the contract. Services provided by nutrition consultants must be documented in the format provided by the Grantee and submitted for approval to the Grantee Nutrition Coordinator after review and approval of the delegate agency nutrition manager. All invoices detailing the work completed by the nutrition consultant must be submitted to the Grantee Nutrition Coordinator by the 10th of the following month at the latest.
68. In an effort to promote the school readiness of low-income children by enhancing their cognitive, social, and emotional development, Delegate Agencies must establish a program-wide culture that promotes the mental health, social and emotional well-being, and overall health of all children, including children with disabilities. Program support activities to be conducted in collaboration and consultation with The County's service area personnel include:
69. Utilization of the Centers for Social and Emotional Foundation for Early Learning (CSEFEL) Teaching Pyramid Model for Positive Behavior Support in conjunction with the Devereux Early Childhood Assessment (DECA) and Ages and Stages screening and ongoing assessment instruments with all children, including children with disabilities.
70. Establishment of systematic process of service delivery which includes leadership team members at each center to meet and discuss strengths and areas of concerns on a regular basis to promote the positive social and emotional development for all children and provide early intervention and support services for concerns which are identified as early in the Program Year as possible.

71. Provide supports for effective classroom management, positive learning environments and supportive teacher practices by providing strategies, interventions, and plans for supporting children with challenging behaviors and other social, emotional, and mental health concerns which are child and family centered and culturally appropriate.
72. Assist to ensure that parental consent for mental health consultation services was obtained at enrollment for the provision of universal prevention and promotion services. Assist in obtaining parental consent for individualized clinical services as appropriate.
73. Assist in identifying and developing a minimum of one (1) community mental health partnership agreement which facilitates access to additional mental health resources and services for program families.
74. Ensure that additional staff and parent consultation will occur in collaboration with parents, teachers, referring agency service providers and the mental health consultant no later than three (3) days following the provision of services to determine effectiveness of services.
75. Secure the services of a mental health consultant/s by August 1 of the Program Year. Requirements and credentials of candidates must be either a State of Florida Licensed Clinical Social Workers (LCSW), Licensed Mental Health Counselors (LMHC), Licensed Marriage and Family Therapists (LMFT), Licensed Psychologists. Candidates must have at least three (3) years of progressively professional experience in the delivery of early childhood mental health services and have knowledge of strengths based, family centered practice in an early care setting and experience in serving young children and their families within a cultural context. Previous experience with Head Start – Early Head Start programs preferred but not required.
76. Obtain a CSEFEL- Teaching Pyramid Model-Positive Behavior Support certification or a Positive Behavior Support certification/ credential within 90 days of being hired for new consultants. Consultants must ensure they obtain the CSEFEL Pyramid certification for each program (Head Start and/or Early Head Start) they provide service for (Preschool Certification for Head Start and Infant and Toddler Certification for Early Head Start).
77. Mental health consultants must:
  - a. Provide direct early childhood mental health consultation services utilizing a multidisciplinary team approach which directly engages teachers and parents. Services must be provided on site at each CAHSD Head Start-Early Head Start center on a schedule of sufficient and consistent frequency to ensure that the mental health consultant is available to partner with staff and families in a timely and effective manner.
  - b. Assist the classroom staff and home visitors in implementing strategies which include the universal promotion of healthy social and emotional development for all children utilizing the recommendations from selected assessment instruments. Ensure that child mental health activities are integrated into curricula, lesson plans and daily routine. Assist the program to implement strategies to identify and support an individual child or a group of children with mental health and social and emotional concerns utilizing Program selected approaches. Collaborate with content area education and disabilities specialists on how to assess the child's strengths and needs, and on how to plan developmentally appropriate activities, interventions and plans based upon multiple sources of information.
  - c. Assisting to ensure the appropriate use of the valid and reliable health and development screening and ongoing assessments instruments selected to assess children within 45 days of enrollment to include additional information from family members, teachers, and relevant staff familiar with the child's typical behavior. If warranted through screening and additional relevant information and with direct guidance from a mental health or child development professional a program must, with the parent's consent, promptly and appropriately address any needs identified through referral to the local agency responsible for implementing IDEA for a formal evaluation to assess the child's eligibility for services under IDEA as soon as possible, and not to exceed timelines required under IDEA, in accordance with HSPPS Part 1302.33(3).
  - d. Assist teachers, including family childcare providers and home visitors, to improve classroom management and teacher practices through strategies that include using classroom visits, consultations and observations, address teacher and individual child needs and creating physical and cultural environments that promote positive mental health and social and emotional functioning. Conduct general classroom observations and consultations as required and individual classroom observations as needed with parental consent. Consult with the staff regarding individualizing services,

including ways of structuring the child's program and implementing strategies and plans which will foster development for children with atypical development.

- e. Consult with staff to address prevalent child mental health concerns, including internalizing problems such as appearing withdrawn and externalizing problems such as challenging behaviors. This will include a review of and consultation with education manager/curriculum specialist and teachers regarding general positive social and emotional classroom practices which support all children and scheduling timely staff consultations to address concerns of children who appear withdrawn or exhibit other challenging behavior. Initiate consent for clinical assessment and planning in collaboration with parents and teachers for children who are unresponsive to the initial intervention planning process.
- f. Facilitate opportunities for parents and staff to understand mental health and access mental health interventions, if needed, through the provision of educational resources and referral. Group and individual parent and staff educational opportunities and resources must be provided as required. Assist staff and parents to make contact with and to take advantage of community child mental health and parenting education resources which promote the healthy development of children. Work in partnership with assigned social services, mental health and disabilities staff to locate appropriate providers for an individual child or family who would benefit from such services. Ensure that all referrals, follow up and ongoing efforts are documented on Program selected forms and in electronic data entry system.
- g. Initiate clinical assessments, plans, referrals and consultation with agency and the County's HS/EHS program leadership team, staff and parents early in the Program Year and continuously to assist in the implementation of the policies to limit suspension and prohibit expulsion as described in HSPPS Part 1302.17 and in Miami-Dade County Head Start Program Policies and Procedures. In such instances, mental health consultants must engage with the parents and utilize appropriate community resources; develop written plans to document the action and supports needed; provide services that include home visits; and determine, in consultation with the disabilities and education coordinator and parents, whether a referral to a local agency responsible for implementing IDEA is appropriate.
- h. Provide opportunities for parents to discuss with staff and identify issues related to child mental health and social and emotional well-being, including observations and any concerns about their child's mental health, typical and atypical behavior and development, and how to appropriately respond to their child and promote their child's social and emotional development. Work in partnership with the disabilities and education coordinators to help teaching staff to identify and work with children with disabilities who may also have social, emotional or behavioral concerns.
- i. Collaborate with parents to promote children's health and well-being by providing mental health education support services that are understandable to individuals, including individuals with low health literacy, as delineated in the HSPPS Part 1302.46(a).
- j. Ensure that case documentations and recording are completed at the Point of Services (POS) on the day that services are rendered.
- k. Work collaboratively with agency leadership to ensure that telemental health services are available to staff and families to address emergencies such as hurricanes, pandemics, and unforeseen events. Ensure that services comply with section 456.47, Florida Statutes, concerning the use of an electronic platform (not telephone, email, or fax).
- l. Participate in ongoing training and staff development opportunities which are provided by the County on a frequency to be determined by the County. Required training rates should be negotiated as no payment due to program requirements to do the job or a reduced payment rate or Continuing Education Units (CEU)s.

#### **ARTICLE 46 FAMILY AND COMMUNITY ENGAGEMENT PROGRAM SERVICES**

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1302: Program Operations, Subpart E, as may be amended.
2. Provide family and community engagement services, in coordination with the County, as specified in 45 CFR Subpart E- Family and Community Engagement Program Services: HSPPS Part 1302.50, Family engagement; HSPPS Part 1302.51, Parent activities to promote child learning and development; HSPPS Part 1302.52 Family partnership services; HSPPS Part 1302.53 Community partnerships and coordination with other early childhood and education programs.

#### **Family engagement (HSPPS Part 1302.50)**

3. Implement strategies to engage parents in child’s learning and development and support parent-child relationships, including specific strategies for father engagement.
4. Develop strong relationships with parents, structure services which encourage trust and respectful, ongoing two-way communication between staff and parents.
5. Create and maintain a welcoming environment incorporating each family’s unique cultural, ethnic, and linguistic backgrounds.
6. Plan and implement activities consistent with parents’ strengths, needs and interests generated from the Family Assessment Questionnaire (FAQ), and inform families of engagement and volunteer opportunities. All new and regular volunteers will receive orientation and training. (Regular Volunteers: Regular volunteers are non-employees who are assisting at least 10 hours a month in a Head Start or Early Head Start classroom or office.)
7. Family engagement activities, workshops, and trainings must be held bi-monthly, at a minimum:

At a minimum, all of the following topics shall be provided to families during the Program Year:

Father/Father Figure Activity  Child Development/ Curriculum Overview Preventive medical and oral health care Domestic Violence Child Abuse Prevention  Mental Health Nutrition (Importance of physical activity, healthy eating, and negative health consequences of sugar- sweetened beverages, and how to select nutritious foods that meet the family’s nutrition and food budget needs.) Healthy pregnancy and post-partum care (to include breastfeeding, parental substance abuse and perinatal depression)	Health and Developmental consequences of tobacco product use and exposure to lead Environmental Hazards  Health and Safety Practices for the Home Vehicle and Pedestrian Safety Family Literacy  Financial Literacy Importance of regular attendance  Parent Leadership Trainings	Dual language learners: information and resources about the benefits of bilingualism and biliteracy COVID-19 Health & Safety Training *New Topics identified by ChildPlus Report #4240 (Family Outcomes Analysis) Services to children with disabilities Emergency or Crisis Assistance, including food, clothing, and housing Employment Services/Job Training Parenting
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8. Encourage all parents to complete the Parent Satisfaction Surveys which will be completed twice a year to determine the level of program satisfaction, community reputation, and quality of services.
9. Enter parent engagement activities and trainings into the ChildPlus System monthly and within 2 weeks of the event taking place.

**Parent activities to promote child learning and development**

10. Conduct a curriculum overview and a review of other educational programs with parents during the Parent Orientation and the Parent Committee Meeting early in the program. Child development and education topics shall be discussed throughout the Program Year with individual families through Parent-Teacher Conferences and Home Visits.
11. Encourage parents' involvement in: providing input into daily lesson plans, serving on the School Readiness Committee, and attending and participating in curricula revision meetings.

12. Provide parents the opportunity to participate in research-based parenting curriculum which builds on parents' knowledge and enhances and strengthens parenting skills which promote children's learning and development.
13. Assist families with accessing the Galileo parent portal and other innovative family engagement web-based tools to view their child's progress and to create at-home activities which connect to their child's learning skills.
14. Work with community providers and partners to provide access to families to receive materials, services, and activities essential to family literacy development that promotes parents as the primary teacher and full partner in the education of their children
  - The importance of their child's attendance in the Head Start/Early Head Start Program
  - The benefits of bilingualism and bi-literacy for dual language learners

### **Family partnership services**

15. Develop strong relationships with parents by engaging in conversations which build trust, mutual respect, and collaboration. This relationship-building process will serve as the foundation of all family partnership services which will be maintained throughout the Program Year.
16. Identify needs, interests, strengths, goals, services, and resources that support family well-being, including safety, health, and economic stability utilizing the Family Assessment Questionnaire (FAQ).
17. The FAQ will be completed with all new and returning families within the first 45 days of enrollment and entered and tracked in the ChildPlus System.
18. Complete the FAQ twice per year with the preliminary assessment completed within 45 days of enrollment and the final assessment completed by April 15th, unless the preliminary assessment was completed within 60 days of this date.
19. The family services staff will review the FAQ with families to assess the family's strengths, needs, and interests and will measure each family's progress towards the family outcomes based on the Parent, Family, and Community Engagement (PFCE) Framework.
20. Provide parents with internal and external referrals for identified needs, interests, and concerns. Follow-up to these referrals will be completed within 2 weeks or within 24 hours if the referral is addressing a crisis. Documentation of all referrals and referral follow-ups will be entered into the ChildPlus System.
21. Offer individualized family partnership services for every enrolled family by providing an opportunity to develop a collaborative individualized Family Partnership Agreement (FPA) within 45 days of enrollment. New and returning families will complete a new FPA each program year.
22. Family goal setting will be jointly established and each individual FPA will include objectives which are measurable by describing the family goal, the responsibilities, and strategies for goal achievement.
23. Follow-up on the progress of family goals must be completed regularly and deemed necessary based on the circumstances surrounding the goal and the timetable for completion. The FPA will be reviewed with families throughout the entire program year based on the prescribed target dates notes on the FPA.
24. FPAs must be completed in the ChildPlus System and ongoing follow-up to the family goals entered regularly.

### **Community partnerships**

25. Identify agencies and organizations that provide responsive services to the needs of the children and families enrolled in the Program.
26. Outline objectives and goals that are mutually beneficial. Community Partnership Agreements should be effective for a minimum of one year.
27. Establish and maintain a minimum of one collaborative informal or formal community partnership agreement with community organizations in each of the following categories in accordance with HSPPS Part 1302.53(a)(2)(i-viii):



- a. (i) Health care providers, including child and adult mental health professionals, Medicaid managed care networks, dentists, other health professionals, nutritional service providers, providers of prenatal and postnatal support, and substance abuse treatment providers;
  - b. (ii) Individuals and agencies that provide services to children with disabilities and their families, elementary schools, state preschool providers, and providers of child care services;
  - c. (iii) Family preservation and support services and child protective services and any other agency to which child abuse must be reported under state or tribal law;
  - d. (iv) Educational and cultural institutions, such as libraries and museums, for both children and families;
  - e. (v) Temporary Assistance for Needy Families, nutrition assistance agencies, workforce development and training programs, adult or family literacy, adult education, and post-secondary education institutions, and agencies or financial institutions that provide asset-building education, products and services to enhance family financial stability and savings;
  - f. (vi) Housing assistance agencies and providers of support for children and families experiencing homelessness, including the local educational agency liaison designated under section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*);
  - g. (vii) Domestic violence prevention and support providers; and,
  - h. (viii) Other organizations or businesses that may provide support and resources to families.
28. Review annually and submit to the grantee no more than one month after established Community Partnership Agreements consist of but are not limited to: Correspondences between the parties, letters, Memorandums of Understanding (MOU), and Interagency Agreements.
29. Develop a network of resources with community organizations to promote the access of services for children and families from the following:
- Healthcare providers
  - Mental health providers
  - Medicaid Managed Care Networks
  - Dentist providers
  - Nutritional service providers
  - Substance Abuse treatment providers
  - Individuals and agencies that provide services to children with disabilities and their families
  - Family preservation and support
  - Child protective services
  - Elementary schools, state pre-school providers and other childcare services
  - Educational and cultural institutions i.e., libraries and museums for children and families
  - Temporary Assistance for Needy Families (TANF), workforce development and training programs
  - Adult or family literacy, adult education, and post-secondary institutions
  - Financial institutions that provide asset-building education
  - Housing assistance agencies and providers of support for the homeless
  - Domestic violence prevention and support providers
30. Ensure parents are aware and knowledgeable of community partner(s) at each center by inviting community partners to the parent meetings to provide pertinent information about their services.
31. Staff and parents will be asked to serve on task forces and/or advisory boards in targeted communities and neighborhoods to represent and influence policy-making initiatives which have a direct impact on responsive services which address the ongoing needs of children and families enrolled in the Program.

#### **ARTICLE 47 TRANSITION SERVICES**

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1302: Program Operations, Subpart G, as may be amended.
2. Provide transition services for families in coordination with the County's Head Start Program, as specified in 45 CFR Subpart G- Transition Services: HSPPS Part 1302.70 Transitions from Early Head Start; HSPPS Part 1302.71 Transitions from Head to kindergarten.

### **Transitions from Early Head Start**

3. Conduct Individual Transition Planning Meetings six months prior to the child's 3<sup>rd</sup> birthday or upon enrollment, if the child enrolls less than six months prior to his/her 3<sup>rd</sup> birthday.
4. The Individual Transition Planning Meeting will include the EHS Social Worker, the primary caregiver, the EHS Center Director, the EHS Curriculum Specialist, the HS Social Worker, HS Center Director, the HS Curriculum Specialist, parents, and Health, Disabilities, Nutrition, Mental Health support staff, if applicable.
  - The purposes of this meeting are as follows:
  - Introduce Head Start staff to the parents
  - Review the progress of the child with the parents while the child is enrolled in EHS
  - Introduce the parents to the Head Start staff
  - Establish an Individual Transition Plan with action steps, timelines, persons responsible for specific action steps, and follow-up meeting
  - Create and review classroom visits schedule
  - Schedule a meeting between the Center Director, the Curriculum Specialist, and the Social Worker to develop a classroom visits schedule for the EHS child. This schedule will then be forwarded to the EHS primary caregiver and the HS Teacher
  - Scheduled classroom visits will begin one week after the Individual Transition Planning Meeting and these visits will be documented on the Transition Classroom Visit Log.
5. The child will visit the HS classroom accompanied by his/her EHS primary caregiver once per week for a minimum of 3 months following the completion of the Individual Transition Planning Meeting. Each classroom visit will last from 15-30 minutes which will take place at different times throughout the morning daily schedule for the child to be gradually introduced to the HS daily schedule.
6. The HS classroom visit will involve the EHS child visiting the classroom on their own from 15 minutes duration. If the EHS child is not able to visit the classroom alone and feels uncomfortable, the primary EHS caregiver will allow the child to return and attempt to repeat this visit in 2 weeks.
7. The child will continue to visit the HS classroom 3 months prior to his/her actual HS transition. The visits will start out as 15-minute durations and increase up to 2 hours as the child nears full transition.
8. HS classroom visits will continue until the EHS child has fully transitioned and has been enrolled in an available HS slot.
9. Each EHS transition will take several circumstances into consideration:
  - EHS child's developmental level
  - EHS child's health and disability status
  - EHS child's learning progress
  - EHS child's family circumstances

### **Transitions from Head Start to Kindergarten**

10. Initiate the process of assisting families in becoming their child's advocate during the enrollment process.
11. Partner with an elementary school to ensure that HS children visit a kindergarten classrooms at least one time before leaving Head Start.
12. Schedule and participate in meetings with elementary school principals to discuss the following:
  - The types of records needed for children to register
  - The dates in which registration will occur
  - Meetings are scheduled and conducted between HS teachers and kindergarten teachers to discuss and establish expectations
  - Identify specific activities and strategies for preparing parents and children for successful transitions to Kindergarten
  - Development of community partnerships

13. Provide education and training to parents on how to exercise their rights and responsibilities concerning the education of their child in the school setting, and how to effectively communicate with teachers and other school personnel on decisions related to their child's education.
14. Encourage parents and children to participate in transition meetings and activities with Program staff and elementary staff.
15. Provide transition tips to parents during Parent Committee Meetings and other family engagement activities. These transition tips will assist parents in preparing their children for elementary school and parents will learn how to advocate for their children and make decisions related to their child's education.
16. During the last scheduled home visit, HS teachers will discuss each child's needs and abilities and encourage parents to participate in suggested home activities during the summer, as well as inform children through communication that they will be transitioning to a new environment.
17. Provide parents of children transitioning to kindergarten with a transition packet in the month of May to include their child's physical exam, immunization record, Individual Education Plan (IEP) if applicable, the Galileo assessment report, and summer learning activities.
18. During the transition process, parents of children transitioning out of Head Start will have access to their child's folder only.

### **Parent Orientations**

19. Schedule Parent Orientations during the months of June, July, and August, at a mutual time and location convenient for most parents. The selection of the date and time must create maximum participation especially for working parents.
20. Publicize the Parent Orientation using flyers, notices, posters, parent greeters, etc. with the expected attendees.
21. Materials for the Parent Orientation should promote and encourage active family engagement in center activities and committees. These materials should include the following:
  - Information regarding all service areas
  - Child Abuse/Neglect mandated reporting procedures
  - Sign-in sheets
  - Curricula and Child Outcomes
  - Parent, Family, and Community Engagement (PFCE) Framework Family Outcomes
  - Transportation and safety procedures
  - Parent Orientation Survey
  - Community Partnership Presentations
  - Parent Committee and Policy Committee
  - Parent Agreement Form
22. All newly enrolled families who were not in attendance to the Parent Orientation must receive an individual orientation within the first 30 days of the child's enrollment.
23. The Parent Orientation event must be reported on the Parent Involvement Report Summary and it must be entered into the ChildPlus System.

### **ARTICLE 48 CHILD RECORDS**

Delegate Agencies must:

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1302: Program Operations, Subpart C.
2. Conform with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and HIPAA, when applicable.
3. Conform to the HSPPS Part 1303 Subpart C including, 1303.20 Establishing procedures, 1303.21 Program procedures-applicable confidentiality provisions 1303.22 Disclosures with, and without parental consents, 1303.23 Parental rights, 1303.24 Maintaining records.

4. Conform to the Program's Database Information Systems and electronic platforms for the collection and reporting of data on Program children and families, to include measuring outcomes; as well as staff.
5. Use and fully implement the County's selected database systems and electronic platforms.
6. Have the technical capabilities to adequately meet the needs of the Program technical requirements of the software applications. This includes providing staff with the appropriate equipment (including computer hardware, software, hot spot, telephone); other office equipment and supplies, with capability of working remotely if necessary.
7. Prepare, retain and permit County staff to inspect all records, as required by DHHS, in the manner authorized by conditions in the DHHS grant or as the County deems necessary.
8. Permit the County's staff to monitor all facilities, services, staff, and participant children and their families' records at any time during Program operation.
9. Provide documentation to the County identifying the Delegate Agency's non-federal resources, either in cash or in-kind, in an amount equivalent to a minimum of 25% of the total approved Program federal budget amount for the Delegate Agency.
10. Transfer the Delegate Agency's activities, records, and any assets purchased with funds under this Program to an entity as determined by the County, in the event of contract termination.
11. Adhere to confidentiality requirements to protect information collected, managed or analyzed by the Program (including: the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment). The Delegate Agency shall not use or disclose any information concerning a recipient of services herein for any purpose not in conformity with Head Start Program Regulations, or other applicable law, except with written consent from the recipient's responsible parent or guardian, when authorized by law.

#### **ARTICLE 49 REPORTING REQUIREMENTS**

##### **1. Monthly Reports:**

Provide to the County a monthly report for the services provided to be prepared and submitted through the ChildPlus application or original form as requested by the County. The monthly report shall be due on the first (1<sup>st</sup>) of each month. The monthly report shall include, but not limited to, the following information:

- Education Monthly Monitoring Report ;
- Parental involvement/participation;
- Results Oriented Management and Accountability (ROMA)
- Health, nutritional and social services rendered;
- Disability Monthly Report and Pipeline Report
- Mental Health Monthly Report;
- Attendance Report, if Average Daily Attendance is below 85%, for each Center;
- Listing of compliance issues or areas of concern identified by the County with a detailed corrective action plan;
- Program income and expenses detailed on a spreadsheet attachment listing entity for each service (e.g., Head Start and Early Head Start services); and
- Board of Director's meetings held and their respective minutes and attachments.
- Policy Committee meetings held and their respective minutes and attachments.

The above listed information should be up to date and readily available, if applicable, in the ChildPlus application so that the County may access it at any time.

##### **2. Closeout Report:**

Upon conclusion of every Program Year, submit a Financial Closeout Report to the County within 45 days. This report shall include a cumulative year-end summary of Delegate Agency fiscal expenditures. If after receipt of this Closeout Report, the County determines that the Delegate Agency has been paid funds not in accordance with the Contract, and to which it is not entitled, the Delegate Agency shall return such funds to the County within 60 days. The County shall have the sole discretion in determining if the Delegate Agency is entitled to such funds and the County's decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

The Delegate Agency must submit a completed SF-428 (Tangible Personal Property Report) as part of the closeout report. Tangible Personal Property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. The Delegate Agency must disclose any acquired equipment with acquisition cost of \$5,000 or more and residual unused supplies with total aggregate fair market value exceeding \$5,000.

The Delegate Agency must submit a completed SF-429 (Real Property Standard Form) that relates to real property as part of the closeout report. This form is required annually to report the status of real property purchased, constructed or subject to major renovations paid for in whole or in part with Head Start funds (Covered Real Property); real property claimed as a match for a Head Start award; and/or the absence of any Covered Real Property.

### **3. Incident Reporting:**

An incident is defined as any actual or alleged event or situation that creates a significant risk. The Delegate Agency must immediately report to the County, in writing, the following, as stipulated in HSPPS Part 1302.102(d) and the Miami-Dade County Head Start Program Policies and Procedures:

Any significant incidents affecting the health and safety of program children or families; circumstances affecting the financial viability of the Delegate Agency; breaches of personally identifiable information; or involvement in legal proceedings; any matter for which notification or a report to state, tribal, or local authorities is required by applicable law, including at a minimum:

- (A) Any reports regarding agency staff or volunteer compliance with federal, state, tribal, or local laws addressing child abuse and neglect or laws governing sex offenders;
- (B) Incidents that require classrooms or centers to be closed for any reason;
- (C) Legal proceedings by any party that are directly related to program operations; and,
- (D) All conditions required to be reported under HSPPS, Part 1304.12, including disqualification from the Child and Adult Care Food Program (CACFP) and license revocation.

Delegate Agency must also immediately report knowledge or reasonable suspicion of abuse, neglect, or abandonment of a child, aged person, or disabled adult to the Florida Abuse Hotline, at the statewide toll-free telephone number (1-800-96-ABUSE) and to the County. As required by Chapters 39 and 415 of the Florida Statutes, this is binding upon both the Delegate Agency and all its employees. The Delegate Agency shall have a comprehensive policies and procedures plan on handling child abuse allegations and offer a training program to all staff on child abuse prevention, detection and reporting of child abuse allegations.

Ensure 100% compliance with the County's incident reporting procedures. The Program has a zero-tolerance policy for abuse and neglect.

Once a report is made, the Delegate Agency must provide frequent written status updates of the progress of the investigation to include, at a minimum police reports, DCF inspections/investigative reports, and action taken by the Delegate Agency.

## **ARTICLE 50 ADDITIONAL REPORTING REQUIREMENTS**

### **1. Other Reports**

Submit any other reports as may be required by DHHS and the County by the specified dates.

### **2. State of Florida Certificate of Status**

The Delegate Agency shall submit to the County a Certificate of Status in the name of the Delegate Agency, prior to contract execution, which certifies the following: Delegate Agency is organized under the laws of the State of Florida; all fees and penalties have been paid; most recent annual report has been filed with an active status; and that there are no current deficiencies or Articles of Dissolution on file.

### **3. Board of Directors' Resolution**

The Delegate Agency shall ensure that the County is apprised of the fiscal, administrative and contractual obligations of the project funded through the County by passage of a formal resolution authorizing execution of the contract with the County. Failure to provide a copy of the resolution prior to execution of the contract may result in no Agreement.

### **4. IRS Documentation**

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

**ARTICLE 51 FORMAL STRUCTURE**

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1301 Program Governance, as may be amended.
2. Establish and maintain a formal structure for program governance that includes a Governing Body (or Board of Directors), a Policy Committee, and a Parent Committee for each center as early in the Program Year as possible. The Governing Body, Policy Committee, and Parent Committee must be clearly identified, hold regularly scheduled meetings, and maintain accurate minutes which reflect Head Start parent participation, educational activities, and financial records.
3. Ensure that members of the Governing Body and Policy Committee do not have a conflict of interest in accordance with section 642(c) of the Act and are not current employees of the Delegate Agency. Parents who occasionally serve as substitutes may serve on the Policy Committee.
4. **Governing Body:** Establish a Governing Body (or Board of Directors) in accordance with the requirements specified in section 642(c)(1)(B) of the Act. A copy of the roster, to include members, addresses, email addresses, and phone numbers must be submitted to the County at the beginning of each program year. Governing Body (or Board of Directors) meeting minutes must be submitted to the grantee 30 days after each meeting. The Governing Body is responsible for the following activities:
  - a. has legal and fiscal responsibility for administering and overseeing the program(s), including the safeguarding of Federal funds;
  - b. adopt practices that assure active, independent, and informed governance of the Delegate Agency, and fully participate in the development, planning, and evaluation of the Head Start program(s) involved;
  - c. be responsible for ensuring compliance with Federal laws (including regulations) and applicable State, tribal, and local laws (including regulations); and
  - d. be responsible for other activities, including:
    - i. establishing procedures for recruitment of children;
    - ii. reviewing all applications for funding and amendments to applications for funding.
  - e. establishing procedures and guidelines for accessing and collecting information from the Policy Committee;
    - i. reviewing and approving all major policies of the Delegate Agency, including--
      1. the annual self-assessment and financial audit;
      2. progress in carrying out the programmatic and fiscal provisions in such agency's grant application, including implementation of corrective actions; and
      3. personnel policies of Delegate Agency regarding the hiring, evaluation, termination, and compensation of Delegate Agency employees;
    - ii. developing procedures for how members of the Policy Committee are selected;
    - iii. approving financial management, accounting, and reporting policies, and compliance with laws and regulations related to financial statements, including the--
      1. approval of all major financial expenditures of the Delegate Agency;
      2. annual approval of the operating budget of the Delegate Agency;
      3. selection (except when a financial auditor is assigned by the State under State law or is assigned under local law) of independent financial auditors who shall report all critical accounting policies and practices to the governing body; and
      4. monitoring of the Delegate Agency's actions to correct any audit findings and of other action necessary to comply with applicable laws (including regulations) governing financial statement and accounting practices;
    - iv. reviewing results from monitoring conducted including appropriate follow-up activities;
    - v. approving personnel policies and procedures, including policies and procedures regarding the hiring, evaluation, compensation, and termination of the Executive Director, Head Start Director, Director of Human Resources, Chief Fiscal Officer, and any other person in an equivalent position with the Delegate Agency;
    - vi. establishing, adopting, and periodically updating written standards of conduct that establish standards and formal procedures for disclosing, addressing, and resolving--
      1. any conflict of interest, and any appearance of a conflict of interest, by members of the governing body, officers and employees of the Delegate Agency, and consultants and agents who provide services or furnish goods to the Delegate Agency; and
      2. complaints, including investigations, when appropriate; and
      3. to the extent practicable and appropriate, at the discretion of the governing body, establishing advisory committees to oversee key responsibilities related to program governance and improvement of the Head Start program involved.

2. **Policy Committee:** The Delegate Agency's Policy Committee will be responsible for the direction of the Head Start program at the Delegate Agency. The Policy Committee must approve and submit to the Governing Body decisions about each of the following activities, in accordance with Section 642(c)(2)(D) of the Act:
  - i. Activities to support the active involvement of parents in supporting program operations, including policies to ensure that the Delegate Agency is responsive to community and parent needs.
  - ii. Program recruitment, selection, and enrollment priorities.
  - iii. Applications for funding and amendments to applications for funding for programs
  - iv. Budget planning for program expenditures, including policies for reimbursement and participation in Policy Committee activities.
  - v. Bylaws for the operation of the Policy Committee.
  - vi. Program personnel policies and decisions regarding the employment of program staff.
  - vii. Including standards of conduct for program staff, contractors, and volunteers and criteria for the employment and dismissal of program staff.
  - viii. Developing procedures for how members of the Policy Committee will be elected.
3. Submit Policy Committee meeting minutes to the County 30 days after each meeting.
4. Submit the names of the elected Policy Committee members, Parent Committee Officers, and Policy Council Representatives by September 22<sup>nd</sup> of each Program Year.
5. Share accurate and regular information to the Governing Board and Policy Committee about program planning, policies, and Head Start and Delegate Agency operations, including
  - i. Monthly financial statements, including credit card expenditures;
  - ii. Monthly program information summaries;
  - iii. Program enrollment reports, including attendance reports for children whose care is partially subsidized by another public agency;
  - iv. Monthly reports of meals and snacks provided through programs of the Department of Agriculture;
  - v. The financial audit;
  - vi. The annual self-assessment, including findings related to such assessment;
  - vii. The communitywide strategic planning and needs assessment of the Head Start Agency, including any applicable updates;
  - viii. Communication and guidance from the Secretary; and
  - ix. The program information reports
6. Parent Committee - Establish a parent committee comprised of parents currently enrolled for each center early in the Program Year. The Delegate Agency must ensure that parents of currently enrolled children understand the process for elections to the Miami-Dade County Policy Council and Delegate Agency Policy Committee and other leadership opportunities, in accordance with HSPPS Part 1301.4.
  - a. Ensure parent committees carry out the following minimum responsibilities:
    - i. Advise staff in developing and implementing local program policies, activities, and services to ensure they meet the needs of children and families;
    - ii. Have a process for communication with the Miami-Dade County Policy Council and Delegate Agency Policy Committee; and
    - iii. Within the guidelines established by the Delegate Agency's Governing Body and Policy Committee, participate in the recruitment and screening of Early Head Start and Head Start employees.
7. Ensure appropriate training and technical assistance or orientation to the Governing Body, and any advisory committee members, Policy Committee, and Parent Committees, including training on Head Start Program Performance Standards, and eligibility training, to ensure the members understand the information they receive and can effectively oversee and participate in the programs in the Delegate Agency.

**APPENDIX B – BUDGET FORMS  
FEDERAL SHARE (BASE) BUDGET APPLICATION FORM**

**Delegate: Delegate Sample**

Budget Period:		August 1 <sup>st</sup> , 2021 - July 31 <sup>st</sup> , 2022		HEAD START			
Term in Months:		12 months of Services					
a. SALARIES: ADMINISTRATIVE/PROGRAM STAFF		Total Delegate Staff Annual Salary	%	ADM	PRGR	Amount	Justification [Detail description per line item - be as specific as possible]
List Full Time Positions							
<b>1a. Child Health And Development Personnel</b>							
1. Program Managers and Content Area Experts							
2. Teachers/Infant Toddler Teachers							
3. Family Child Care Personnel							
4. Home Visitors							
5. Teacher Aides and Other Education Personnel							
6. Health/Mental Health Services Personnel							
7. Disabilities Services Personnel							
8. Nutrition Services Personnel							
9. Other Child Services Personnel							
<b>2a. Family And Community Partnership Personnel</b>							
10. Program Managers and Content Area Experts							
11. Other Family and Community Partnership							
<b>3a. Program Design And Management Personnel</b>							
12. Executive Director/Other Supervisor of HS Director							
13. Head Start/Early Head Start Director							
14. Managers							
15. Staff Development							
16. Clerical Personnel							
17. Fiscal Personnel							
18. Other Administrative Personnel							
<b>4a. Other Personnel</b>							
19. Maintenance Personnel							
20. Transportation Personnel							
21. Other Personnel (PT)							
<b>FULL-TIME TOTAL</b>							
<b>Total Positions</b> [Insert Total Allocated FTE]				<b>TOTAL FTEs/SALARIES</b>			
<b>b. FRINGE BENEFIT</b>							
Fica/Mica	Rate: 7.65%	-	%				
W-Comp's	Rate: [Insert %]	-	%				
Unemploy	Rate: [Insert %]	-	%				
Health Ins.	Cost per Staff: [Insert \$]	-	%				
Dental Ins.	Cost per Staff: [Insert \$]	-	%				
Life Ins.	Rate: [Insert %]	-	%				
Retirement	Rate: [Insert %]	-	%				
Other	Specify & provide calculations	-	%				
	Rate: [Insert %]	-	%				
<b>TOTAL FRINGE BENEFIT</b>							
<b>Total Personnel Salary and Fringes</b>							
<b>ADMINISTRATIVE EXPENSES:</b>						<b>Cost</b>	
<b>c. TRAVEL – OUT-OF-TOWN</b>							
Travel Out-of-town							



<b>Subtotal Travel</b>						
<b>d. EQUIPMENT</b>						
Office Equipment		-	%			
Classroom/Outdoor/Home Based/FCC		-	%			
Vehicle Purchase		-	%			
Other Equipment		-	%			
<b>Subtotal equipment</b>						
<b>e. SUPPLIES</b>						
Office Supplies		-	%			
Child and Family Services supplies		-	%			
Food Services supplies		-	%			
Other Supplies (Various)		-	%			
<b>Subtotal supplies</b>						
<b>f. CONTRACTUAL</b>						
1f. Admn. Services (Legal,Accounting)		-	%			
2f. Health/Disability Services/Mental Health)		-	%			
3f. Food Service		-	%			
4f. Child Transportation Services		-	%			
5f. Training & Technical Assistance (RESTRICTED)		-	%			
6f. Family Child Care		-	%			
7f. Delegate Agency Costs		-	%			
8f. Other Contracts		-	%			
<b>Subtotal contractual</b>						
<b>g. CONSTRUCTION</b>						
New Construction		-	%			
Major Renovation		-	%			
Acquisition of Buildings/Modular Units		-	%			
<b>Subtotal construction</b>						
<b>h. OTHER</b>						
1h. Depreciation/Use Allowance (Pending)		-	%			
2h. Rent		-	%			
3h. Mortgage		-	%			
4h. Utilities		-	%			
5h. Bldg & Child Liability Ins		-	%			
6h. Bldg Maintenance		-	%			
7h. Incidental Alterations		-	%			
8h. Local Travel & Field Trips		-	%			
9h. Nutrition Services		-	%			
10h. Child Services - Consultants		-	%			
11h. Volunteers (APPLICABLE ONLY TO NFS)		-	%			
**11h. Volunteers - % FRINGES (APPLICABLE ONLY TO NFS)		-	%			
12h. Substitutes (IF NOT PAY BENEFITS) GRANTEE APPROVAL REQUIRED (Detail Name of All Approve Subs Staff with Position)		-	%			
13h. Parent Services (RESTRICTED)		-	%			
14h. Accounting & Legal Svcs		-	%			
15h. Publication/Adv/Printing		-	%			
16h. Training or Staff Development		-	%			
17h. Other: (Provide Description is more than one item budgeted here)		-	%			
17h. Other: EHS DIAPER Allowance if applies (RESTRICTED)		-	%			
<b>Subtotal Other</b>						
i. Total direct Charges (sum of a thru h)						
j. Total Indirect Charges						
k. Totals (sum of i thru j)						
<b>TOTAL EXPENSES:</b>						

**NON-FEDERAL SHARE (NFS) BUDGET APPLICATION FORM**

**Delegate: Delegate Sample**

Budget Period:		August 1 <sup>st</sup> , 2021 - July 31 <sup>st</sup> , 2022		HEAD START			
Term in Months:		12 months of Services					
a.SALARIES: ADMINISTRATIVE/PROGRAM STAFF		Total Delegate Staff Annual Salary	%	ADM	PRGR	Amount	Justification [Detail description per line item - be as specific as possible]
List Full Time Positions							
<b>1a. Child Health And Development Personnel</b>							
1. Program Managers and Content Area Experts							
2. Teachers/Infant Toddler Teachers							
3. Family Child Care Personnel							
4. Home Visitors							
5. Teacher Aides and Other Education Personnel							
6. Health/Mental Health Services Personnel							
7. Disabilities Services Personnel							
8. Nutrition Services Personnel							
9. Other Child Services Personnel							
<b>2a. Family And Community Partnership Personnel</b>							
10. Program Managers and Content Area Experts							
11. Other Family and Community Partnership							
<b>3a. Program Design And Management Personnel</b>							
12. Executive Director/Other Supervisor of HS Director							
13. Head Start/Early Head Start Director							
14. Managers							
15. Staff Development							
16. Clerical Personnel							
17. Fiscal Personnel							
18. Other Administrative Personnel							
<b>4a. Other Personnel</b>							
19. Maintenance Personnel							
20. Transportation Personnel							
21. Other Personnel (PT)							
<b>FULL-TIME TOTAL</b>							
<b>Total Positions</b> [Insert Total Allocated FTE]				<b>TOTAL FTEs/SALARIES</b>			
<b>b. FRINGE BENEFIT</b>							
Fica/Mica	Rate: 7.65%	-	%				
W-Comp's	Rate: [Insert %]	-	%				
Unemploy	Rate: [Insert %]	-	%				
Health Ins.	Cost per Staff: [Insert \$]	-	%				
Dental Ins.	Cost per Staff: [Insert \$]	-	%				
Life Ins.	Rate: [Insert %]	-	%				
Retirement	Rate: [Insert %]	-	%				
Other	Specify & provide calculations	-	%				
	Rate: [Insert %]	-	%				
<b>TOTAL FRINGE BENEFIT</b>							
<b>Total Personnel Salary and Fringes</b>							
<b>ADMINISTRATIVE EXPENSES:</b>						<b>Cost</b>	
<b>c. TRAVEL – OUT-OF-TOWN</b>							
Travel Out-of-town							
<b>Subtotal Travel</b>							

<b>d. EQUIPMENT</b>						
Office Equipment		-	%			
Classroom/Outdoor/Home Based/FCC		-	%			
Vehicle Purchase		-	%			
Other Equipment		-	%			
<b>Subtotal equipment</b>						
<b>e. SUPPLIES</b>						
Office Supplies		-	%			
Child and Family Services supplies		-	%			
Food Services supplies		-	%			
Other Supplies (Various)		-	%			
<b>Subtotal supplies</b>						
<b>f. CONTRACTUAL</b>						
1f. Admn. Services (Legal,Accounting)		-	%			
2f. Health/Disability Services/Mental Health)		-	%			
3f. Food Service		-	%			
4f. Child Transportation Services		-	%			
5f. Training & Technical Assistance (RESTRICTED)		-	%			
6f. Family Child Care		-	%			
7f. Delegate Agency Costs		-	%			
8f. Other Contracts		-	%			
<b>Subtotal contractual</b>						
<b>g. CONSTRUCTION</b>						
New Construction		-	%			
Major Renovation		-	%			
Acquisition of Buildings/Modular Units		-	%			
<b>Subtotal construction</b>						
<b>h. OTHER</b>						
1h. Depreciation/Use Allowance (Pending)		-	%			
2h. Rent		-	%			
3h. Mortgage		-	%			
4h. Utilities		-	%			
5h. Bldg & Child Liability Ins		-	%			
6h. Bldg Maintenance		-	%			
7h. Incidental Alterations		-	%			
8h. Local Travel & Field Trips		-	%			
9h. Nutrition Services		-	%			
10h. Child Services - Consultants		-	%			
11h. Volunteers (APPLICABLE ONLY TO NFS)		-	%			
**11h. Volunteers - % FRINGES (APPLICABLE ONLY TO NFS)		-	%			
12h. Substitutes (IF NOT PAY BENEFITS) GRANTEE APPROVAL REQUIRED (Detail Name of All Approve Subs Staff with Position)		-	%			
13h. Parent Services (RESTRICTED)		-	%			
14h. Accounting & Legal Svcs		-	%			
15h. Publication/Adv/Printing		-	%			
16h. Training or Staff Development		-	%			
17h. Other: (Provide Description is more than one item budgeted here)		-	%			
17h. Other: EHS DIAPER Allowance if applies (RESTRICTED)		-	%			
<b>Subtotal Other</b>						
i. Total direct Charges (sum of a thru h)						
j. Total Indirect Charges						
k. Totals (sum of i thru j)						
TOTAL EXPENSES:						

**FEDERAL NON-FEDERAL SHARE (NFS) BUDGET SUMMARY**

**Delegate: Delegate Sample**

<b>Budget Period:</b>		August 1 <sup>st</sup> , 2021 -July 31 <sup>st</sup> , 2022		<b>HEAD START</b>			
Term in Months:		12 months of Services					
<b>a.SALARIES: ADMINISTRATIVE/PROGRAM STAFF</b>				%	FS	NFS	Total FS + NFS
<b>List Full Time Positions</b>							
<b>1a. Child Health And Development Personnel</b>							
1. Program Managers and Content Area Experts							
2. Teachers/Infant Toddler Teachers							
3. Family Child Care Personnel							
4. Home Visitors							
5. Teacher Aides and Other Education Personnel							
6. Health/Mental Health Services Personnel							
7. Disabilities Services Personnel							
8. Nutrition Services Personnel							
9. Other Child Services Personnel							
<b>2a. Family And Community Partnership Personnel</b>							
10. Program Managers and Content Area Experts							
11. Other Family and Community Partnership							
<b>3a. Program Design And Management Personnel</b>							
12. Executive Director/Other Supervisor of HS Director							
13. Head Start/Early Head Start Director							
14. Managers							
15. Staff Development							
16. Clerical Personnel							
17. Fiscal Personnel							
18. Other Administrative Personnel							
<b>4a. Other Personnel</b>							
19. Maintenance Personnel							
20. Transportation Personnel							
21. Other Personnel (PT)							
<b>FULL-TIME TOTAL</b>							
<b>Total Positions</b>		<b>[Insert Total Allocated FTE]</b>					
<b>b. FRINGE BENEFIT</b>							
Fica/Mica		Rate: 7.65%					
W-Comp's		Rate: [Insert %]					
Unemploy		Rate: [Insert %]					
Health Ins.		Cost per Staff: [Insert \$]					
Dental Ins.		Cost per Staff: [Insert \$]					
Life Ins.		Rate: [Insert %]					
Retirement		Rate: [Insert %]					
<b>Other</b>		<b>Specify &amp; provide calculations</b>					
		Rate: [Insert %]					
<b>TOTAL FRINGE BENEFIT</b>							
<b>Total Personnel Salary and Fringes</b>							
<b>ADMINISTRATIVE EXPENSES:</b>							<b>Cost</b>
<b>c. TRAVEL – OUT-OF-TOWN</b>							
Travel Out-of-town							
<b>Subtotal Travel</b>							
<b>d. EQUIPMENT</b>							
Office Equipment							
Classroom/Outdoor/Home Based/FCC							
Vehicle Purchase							
Other Equipment							

<b>Subtotal equipment</b>					
<b>e. SUPPLIES</b>					
Office Supplies					
Child and Family Services supplies					
Food Services supplies					
Other Supplies (Various)					
<b>Subtotal supplies</b>					
<b>f. CONTRACTUAL</b>					
1f. Admn. Services (Legal,Accounting)					
2f. Health/Disability Services/Mental Health)					
3f. Food Service					
4f. Child Transportation Services					
5f. Training & Technical Assistance <b>(RESTRICTED)</b>					
6f. Family Child Care					
7f. Delegate Agency Costs					
8f. Other Contracts					
<b>Subtotal contractual</b>					
<b>g. CONSTRUCTION</b>					
New Construction					
Major Renovation					
Acquisition of Buildings/Modular Units					
<b>Subtotal construction</b>					
<b>h. OTHER</b>					
1h. Depreciation/Use Allowance (Pending)					
2h. Rent					
3h. Mortgage					
4h. Utilities					
5h. Bldg & Child Liability Ins					
6h. Bldg Maintenance					
7h. Incidental Alterations					
8h. Local Travel & Field Trips					
9h. Nutrition Services					
10h. Child Services - Consultants					
11h. Volunteers (APPLICABLE ONLY TO NFS)					
**11h. Volunteers - % FRINGES (APPLICABLE ONLY TO NFS)					
12h. Substitutes <b>(IF NOT PAY BENEFITS) GRANTEE APPROVAL REQUIRED</b> <b>(Detail Name of All Approve Subs Staff with Position)</b>					
13h. Parent Services <b>(RESTRICTED)</b>					
14h. Accounting & Legal Svcs					
15h. Publication/Adv/Printing					
16h. Training or Staff Development					
17h. Other: <b>(Provide Description is more than one item budgeted here)</b>					
17h. Other: EHS DIAPER Allowance if applies <b>(RESTRICTED)</b>					
<b>Subtotal Other</b>					
i. Total direct Charges (sum of a thru h)					
j. Total Indirect Charges					
k. Totals (sum of i thru j)					
<b>TOTAL EXPENSES:</b>					
					Adm Limitation:

## APPENDIX C– LEASE AGREEMENT

This Lease Agreement (hereinafter "Agreement") made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to herein as the "Landlord", and \_\_\_\_\_, a corporation organized and existing under the laws of the State of Florida, whose principal place of business is located at \_\_\_\_\_, hereinafter referred to as the "Tenant."

### **RECITALS:**

WHEREAS, the Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant and Tenant hereby agrees to lease from Landlord, for the purpose of providing a Head Start/Early Head Start program in accordance with Tenant's Head Start/Early Head Start contract with the County; and

WHEREAS, the Landlord, pursuant to section 125.38, Florida Statutes, finds that the Tenant requires the Premises for community interest purposes, and that the Premises are not otherwise needed for the Landlord's purposes, and that a lease of the Premises to the Tenant would promote community interest and welfare.

NOW, THEREFORE, the Landlord and the Tenant hereby mutually understand and agree that they have knowingly and voluntarily entered into this Agreement.

### **WITNESSETH:**

The Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant and Tenant hereby agrees to lease from Landlord the demised premises in the manner described as follows:

#### **ARTICLE 1. INCORPORATION OF RECITALS**

The parties hereto agree that the foregoing recitals are true and correct, and are incorporated herein by reference.

#### **ARTICLE 2. DESCRIPTION OF PREMISES**

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Premises, more specifically described as follows:

Notwithstanding anything to the contrary contained herein, the Premises have been inspected by the Tenant who accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, and who understands and agrees that the Landlord does not offer any implied or expressed warranties as to the condition of the Premises and/or whether it is fit for any particular purpose.

#### **ARTICLE 3. TERM**

The term of this Agreement shall run concurrent with the effective date of the County's Contract No. D-10122. Commencing on the "Effective Date" and expiring on the last day of the Contract No. D-10122, unless terminated sooner pursuant to the provisions therein, hereinafter "Termination Date". After the Commencement Date, the Landlord shall send the Tenant a Letter of Commencement, identifying both the Commencement Date, and the Termination Date of this Agreement.

This Agreement shall terminate on the Termination Date or at the end of any extension or renewal thereof, without the necessity of any notice from either the Landlord or the Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding Tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding Tenant and/or developer.

If Tenant shall be in possession of the Premises after the Termination Date, in the absence of any agreement extending the term hereof, the tenancy under this Agreement shall become one of month-to-month, terminable by either party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Agreement.

#### **ARTICLE 4. RENT**

Commencing on the Effective Date and upon the Landlord providing the Tenant with keys to the Premises, Tenant shall pay to the Landlord an annual base rental of One and 00/100 Dollar (\$1.00) which is the Fixed Minimum Rent, payable in advance each year on

the anniversary date of this Lease Agreement or any extension or renewal thereof, to the Board of County Commissioners, c/o Internal Services Department, Real Estate Management Section, 111 NW 1<sup>st</sup> Street, Suite 2460, Miami, FL, 33128, or at such other place and to such other person as the Landlord may from time to time designate in writing, as set forth herein.

#### **ARTICLE 5. PERMITTED USE OF PREMISES**

Tenant shall occupy the Premises upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the Premises to provide Head Start services to the County ("Permitted Use") and for no other purpose whatsoever. Tenant shall cause its business to be conducted and operated in such a manner as to assure that such operation is in compliance with any and all laws, ordinances, rules and/or regulations, of all federal state and local governmental agencies.

Tenant agrees that no changes in the use of the Premises are permitted without the expressed prior written permission of the Landlord. Upon failure of the Tenant to operate the Premises in accordance with the Permitted Use, as herein stated above, this Agreement shall automatically terminate and become null and void, and any and all improvements on or to the Premises shall become the property of the Landlord.

#### **ARTICLE 6. CONDITION OF PREMISES**

Tenant hereby accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, as it is in at the beginning of this Agreement. Landlord makes no expressed or implied warranty as to the condition of the Premises and/or whether the Premises is habitable or fit for any particular use or purpose. The Landlord expressly refuses to extend and specifically denies any implied warranty as to the condition of the Premises or any of the structures.

Landlord and Tenant further agree that the Tenant shall be solely responsible for obtaining, securing and/or maintaining any and all permits and licenses, including, but not limited to, building permit(s) and occupancy license(s). Tenant agrees to be solely responsible for the cost to obtain any type of permit(s) and/or license(s).

The parties hereby expressly acknowledge and agree that Tenant shall not occupy or otherwise utilize any portion of the Premises where a particular permit or license is necessary for occupancy or operation when Tenant does not have such permit or license for any reason whatsoever, and Tenant shall refrain from such occupancy and/or operation unless and until the Tenant has secured, in hand, the appropriate permit(s) and/or license(s) which authorize and warrant the use of such portion or area(s) of the Premises as contemplated under this Agreement, and Tenant has also fully complied, also at its sole cost and expense, with any and all building and fire codes.

Tenant acknowledges and agrees that the Premises may be in need of extensive repair and maintenance, and accepts full responsibility to repair and maintain the premises, including, but not limited to, addressing structural problems, complying with the American with Disabilities Act (and related state and local laws and regulations), matters involving lead based paint, and issues involving asbestos. Further, in accordance with Article 8 below, the Tenant hereby agrees that it will repair and/or improve any portion(s) of the Premises that is in need of repair or improvement in order for the Premises meet the requirements of any 40-Year Recertification building requirements, as administered and required by Miami-Dade County and/or the State of Florida.

#### **ARTICLE 7. UTILITIES**

Landlord shall, during the term hereof, pay any and all charges for water and electricity used by the Tenant. However, Tenant shall be solely responsible for the maintenance and repair of any and all water lines, sewer pipes and/or electrical lines or wiring leading from any structure leased by the Tenant to the main line, pump station, or in the case of electrical service, to the utility pole. Tenant shall be responsible for janitorial and custodial services, trash disposal, dumpster, cable TV, telephone and data and communications equipment.

Tenant agrees that it shall during the term of this Agreement, or any extension or renewal thereof, at its sole cost and expense, examine, regularly maintain, and if necessary, improve machinery, equipment and systems relating to any and all utilities, including, but not limited to, any and all water lines, sewer pipes and/or electrical lines or wiring leading from any structure leased by the Tenant to the main line, pump station, or in the case of electrical service, to the utility pole.

#### **ARTICLE 8. MAINTENANCE**

Tenant agrees to maintain and keep in good repair, condition, and appearance, during the term of this Agreement, or any extension or renewal thereof, at its sole cost and expense, the exterior of the Premises, including but not limited to, all building structures (from the roof to the foundation), and any and all infrastructure (lines, pipes, wiring) leading to any structure which is part of the leased Premises, as well as any and all vegetation, including all grass, hedges, trees, and plants which are near or about any such structures. Tenant shall be responsible for properly maintaining all vegetation between a structure and the nearest roadway.

Tenant, at its expense, shall maintain and keep free of debris all parking areas, pathways, walkways, and/or sidewalks adjacent to or

leading to or from any structure which is part of the leased Premises. Tenant further agrees to maintain and keep in good repair, condition, and appearance, during the term of this Agreement or any extension or renewal thereof, the interior of the Premises. Tenant shall be solely responsible for and shall repair any damage caused to the Premises as a result of Tenant or Tenant's agents, employees, invitees, or visitors use of the Premises, ordinary wear and tear excepted. Without limiting the generality of the foregoing, Tenant will keep the interior of the Premises, together with all electrical, plumbing and other mechanical installations and systems therein in good order and repair, and will make all replacements from time to time required thereto at its expense; and will surrender the Premises at the expiration of the term or at such time as it may vacate the Premises in as good condition as when received. Landlord shall notify Tenant after discovering any damage which Tenant is responsible for repairing and Tenant shall make the necessary repairs promptly after said notice, or shall promptly pay Landlord for the cost of such repairs.

In regard to the general maintenance and occupancy of the Premises, Tenant will at its expense: (a) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Premises; (e) keep all mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could disturb adjacent landowners, occupiers or tenants, (f) prevent any objectionable odors to emanate or to be dispelled from the Premises; (g) comply with and observe all rules and regulations established by the Landlord from time to time which apply generally to all tenants in the Premises; and (h) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar not-for-profit organizations.

Any damage or injury sustained by any person because of mechanical, electrical, plumbing or due to any other equipment or installations, which maintenance, improvement, and/or repair is the responsibility of Tenant, shall be paid for by Tenant, and Tenant shall indemnify and hold Landlord harmless from and against all claims, actions, damages and liability in connection therewith, including, but not limited to attorneys' fees, other professional fees, and any other cost which Landlord may reasonably incur.

#### **ARTICLE 9. DESTRUCTION OF PREMISES**

Tenant shall be responsible for and shall repair any and all damage caused to the Premises as a result of Tenant's use of the Premises or any vandalism, malicious mischief, or criminal acts thereto. The Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises. Tenant is responsible for maintaining, replacing and/or repairing any damaged real property, personal property and/or structure belonging to the Landlord, and without any abatement in rent.

In the event the Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Premises are rendered untenantable or unfit for the purpose of Tenant, either party may cancel this Agreement by the giving of thirty (30) days' prior written notice to the other. If either the entire Premises or any structure(s) which is part of the leased Premises is partially damaged due to Tenant's negligence, but not rendered unusable for the purposes of this Agreement, the same shall be immediately repaired by Tenant from proceeds of the insurance coverage and/or at its own cost and expense and there shall be no abatement in rent. If the damage shall be so extensive as to render such Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by Tenant from the proceeds of the insurance coverage policy and/or at its own cost and expense, and there may be an abatement in rent if agreed to by Landlord. In the event that said Premises are completely destroyed due to Tenant's negligence, Tenant shall repair and reconstruct the Premises so that they equal the condition of the Premises on the date possession was given to Tenant. In lieu of reconstructing, Tenant shall pay the Landlord the costs to restore the Premises to its original condition. The election of remedies shall be at the sole discretion of Landlord.

#### **ARTICLE 10. IMPROVEMENTS AND REPAIRS**

Tenant, at its sole cost and expense, may make such improvements to the Premises that it shall deem reasonably necessary to place the Premises in such a state or condition that the Tenant may use it for the purposes described in this Agreement, so long as such improvements are approved by the Landlord in writing. Tenant understands and agrees to procure any and all construction and electrical services in strict compliance with section 255.20, Florida Statutes.

Prior to commencing any construction, the Tenant must deliver all plans, specifications and scheduling for any construction, fencing, landscaping or other improvements, at its sole cost and expense, to the Landlord, and specifically to the Director of the Internal Services Department for written approval at least thirty (30) days before the commencement of any work. Further, the Tenant shall not commence construction of any improvements upon the Premises unless and until it has secured, and has on-hand, sufficient funds or resources to complete the improvement project.

Tenant shall cause any and all repairs and/or improvements to be performed competently and in a good and workmanlike manner by a



duly qualified and licensed person(s) or entities, using first grade materials, and without interference with or disruption to the operations of other tenants or other occupants of the Premises area.

Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises.

Landlord shall have no obligation, financial, regulatory or otherwise, for any and/or all activities necessary to construct, maintain or repair Tenant's improvements, or for Tenant's operations within on or about the Premises during the term of this Agreement.

If Tenant's construction or repair activities or other actions relative to the Premises result in the introduction of hazardous materials or contamination of the soil or ground water, then the Tenant agrees to: (1) immediately notify the Landlord of any contamination, claim of contamination or damage, (2) after consultation and with the approval of the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (3) to indemnify, defend and hold the Landlord harmless from and against any claim, suits, causes of action, costs and fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

All leasehold improvements installed on or about the Premises at any time, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Agreement (either on the Termination Date, or any extension or renewal thereof, or upon such earlier termination or cancellation as provided for in this Agreement), all such leasehold improvements shall be deemed to be part of the Premises, and shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in the Landlord without payment of any kind or nature to Tenant.

Should the Tenant bring and/or add any additional furniture and/or equipment to the Premises, which personal property can be removed without damage to the Premises, such shall remain the Tenant's property and may be removed from the Premises upon the expiration of this Agreement.

To protect Landlord in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a security interest in all of the Tenant's personal property, including, but not limited to, all goods, equipment, and furniture belonging to the Tenant which are or may be on or about the Premises during the term, and all proceeds of the foregoing. Said security interest shall secure all amounts to be paid by Tenant to Landlord hereunder, including all costs of collection, attorneys' fees and court costs.

Prior to commencing any construction and/or repair to any property owned by the Landlord, including the purchase of supplies and/or materials from materialmen and suppliers, and/or before recommencing any such work or repair after a default or abandonment, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, a payment bond and performance bond, or such other alternate form of security, each which meet the requirements, as applicable, of section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated purchase of supplies and/or materials, and/or commencement of the construction and/or repairs. Said payment and performance bonds shall be in the name of the Landlord as an additional payee and obligee, the form of such bonds shall be as provided by section 255.05, Florida Statutes and each shall be in the amount of the entire cost of the construction and/or repair project regardless of the source of funding. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County, Florida, and providing notice to subcontractors and suppliers, as required by section 255.05, Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project. However, the foregoing requirement of securing a performance bond shall not be required when such contract for any construction work and/or repair is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than \$25,000.

Tenant acknowledges and agrees that Landlord's future plans may include the demolition of all or mostly all of the structures currently on the Premises property.

#### **ARTICLE 11. ASSIGNMENT AND SUBLEASE**

Without the written consent of Landlord first obtained in each case, Tenant shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Agreement or the term hereof, which consent may be withheld in Landlord's absolute discretion. This prohibition includes, without limitation, (a) any subletting or assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; and (b) an assignment of subletting to or by a receiver or trustee in any federal or

state bankruptcy, insolvency, or other proceedings. In no event shall Tenant be permitted to assign or sublet the Premises to any entity that fails to meet the requirements of section 125.38, Florida Statutes.

#### **ARTICLE 12. NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the Premises above described shall be at the sole risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant for any damage to said personal property unless solely caused by or due to the gross negligence of Landlord, Landlord's agents or employees, subject to all limitations of section 768.28, Florida Statutes.

#### **ARTICLE 13. LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS**

Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Premises, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at Tenant's own risk. Tenant shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Tenant, its guests, licensees, and/or the Premises.

Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned or caused by any actions or inactions which is the direct or indirect cause of any breaking, bursting, stoppage or leaking of water, gas, sewer, electrical, telephone or other utility pipes and/or lines and/or the effects or results from failed, down, broken or damaged cable and/or wires. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use the Premises at Tenant's own risk.

#### **ARTICLE 14. SIGNS**

Tenant will not place or suffer to be placed or maintained on the exterior of the Premises, or any part of the wall encircling the Premises, any sign, decoration, letter or advertising matter or any other thing of any kind or nature without first obtaining the Landlord's prior written approval. If permitted, Tenant will, at its sole cost and expense, maintain such sign, decoration, lettering, advertising matter or other thing as may be permitted hereunder by the Landlord in good condition and repair at all times.

Signs will be of such design and form that they are acceptable to the Landlord, and any and all such signs must first be approved by Landlord, and the cost of painting and installing any sign(s) shall be borne by Tenant. All signs shall be removed by Tenant at termination of this Agreement and any damage or unsightly condition caused to Premises because of, or due to, said signs shall be satisfactorily corrected or repaired by Tenant.

#### **ARTICLE 15. LANDLORD'S RIGHT OF ENTRY**

Landlord or any of its agents shall have the right to enter the Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, and being accompanied by an employee of the Tenant to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Agreement. Notwithstanding the forgoing, Landlord reserves the right to enter the Premises without prior notice, and without being accompanied by an employee of the Tenant in cases and/or instances of an emergency.

#### **ARTICLE 16. PEACEFUL POSSESSION**

Subject to the terms, conditions, and covenants of this Agreement, Landlord agrees that Tenant shall and may peaceably have, hold, and enjoy the Premises without hindrance or molestation by Landlord.

#### **ARTICLE 17. SURRENDER OF PREMISES**

Tenant agrees to surrender to Landlord, at the end of the term of this Agreement or any extension thereof, the Premises in as good condition as the Premises were at the beginning of the term of this Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted in accordance with the terms and conditions of this Agreement.

#### **ARTICLE 18. INDEMNIFICATION AND HOLD HARMLESS**

Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord 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 Tenant or its employees, agents, servants, partners principals or

subcontractors. Tenant 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 Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided. For government entities, this indemnification is subject to the provisions of Florida Statute, section 768.28.

#### **ARTICLE 19. LIABILITY FOR DAMAGE OR INJURY**

Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the negligence of Landlord, its officers, employees, or agents, subject to the limitations of section 768.28, Florida Statutes.

#### **ARTICLE 20. SUCCESSORS IN INTEREST**

It is hereby acknowledged and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

#### **ARTICLE 21. TERMINATION**

**TERMINATION BY LANDLORD:** The occurrence of any of the following shall cause this Agreement to be terminated by the Landlord upon the terms and conditions also set forth below:

- A. Automatic Termination:
- 1) Institution of proceedings in voluntary bankruptcy by the Tenant.
  - 2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.
  - 3) Assignment by Tenant for the benefit of creditors.
  - 4) Failure of Tenant to maintain its not-for-profit tax status.
- B. Termination after ten (10) calendar days from receipt by Tenant of written notice by certified or registered mail sent to Tenant for any of the following:
- 1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) calendar day period from the date of the written notice.
  - 2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) calendar day period from date of written notice.
  - 3) Use of the Premises for any purpose other than specifically allowed in Article 5 of this Agreement.
- C. Termination after fourteen (14) calendar days from receipt by Tenant of written notice by certified or registered mail to the address of the Tenant for the following:
- 1) Non-performance of any covenant of this Agreement other than non-payment of rent and others listed in A and B above, and failure of the Tenant to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice, or where a court finds that the Tenant has brought a frivolous and/or baseless claim or defense.
- D. A final determination in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord or brought by the Landlord against Tenant.
- E. Notwithstanding and prevailing over any other provision in this Agreement, Landlord, through its County Mayor or Mayor's designee, shall have the right to terminate this Agreement or any portion thereof, at any time, with or without cause, and for any reason whatsoever, by giving the Tenant sixty (60) calendar days written notice of such termination prior to its effective date. Should the term of this Agreement, at the time the Landlord elects to provide the Tenant with notice of termination, be equal to or less than sixty (60) calendar days, then notice shall be commensurate with the remaining term of this Agreement.

**TERMINATION BY TENANT:** The Tenant, shall have the right to cancel this Agreement at any time by giving the Landlord at least thirty (30) calendar days written notice prior to its effective date.

#### **ARTICLE 22. CHANGES AND ADDITIONS BY LANDLORD**

Landlord reserves the right at any time and from time to time to: (a) make or permit changes or revisions to the Premises, including, but

not limited to additions of, subtractions from, rearrangements of, alterations of, modifications of, and/or supplements to any and all entrances, buildings, building areas, walkways, pathways, parking areas, driveways, roads, and/or green space; (b) construct or demolish any building(s) or any other improvement(s); (c) make or permit changes or revisions in the Premises, including additions or subtractions thereto, or to convey or lease portions of the Premises to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof, and for whatever reason the Landlord so determines or decides.

Landlord also reserves the right at any time and from time to time to: (a) relocate Tenant to another area within the Premises without penalty or cost to the Landlord; and/or (b) to change or swap a portion or portions of the Premises currently under lease by this Agreement, for another building or structure at no penalty or cost to the Landlord.

**ARTICLE 23. NOTICES**

It is understood and agreed between the parties hereto that written notice to Landlord shall be mailed, certified mail, return receipt requested, with all postal charges pre-paid or delivered by a nationally recognized delivery service (such as FedEx or DHL) and addressed as follows:

Landlord	With Copy to
Miami-Dade County Internal Services Department, Real Estate Development Division 111 NW 1 <sup>st</sup> Street, Suite 2460 Miami, FL, 33128-1907 Attention: Real Estate Manager	Miami-Dade County Community Action and Human Services Department 701 NW 1 <sup>st</sup> Court, 9 <sup>th</sup> Floor Miami, FL, 33136 Attention: Head Start/Early Head Start Program Director

Tenant
Haitian Youth and Community Center of Florida, Inc. 14500 NE 6 <sup>th</sup> Avenue North Miami, FL, 33161 Attention: Annye Turcious

Notices provided herein in this paragraph shall constitute sufficient notice to Tenant to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

**ARTICLE 24. INSURANCE**

Prior to occupancy, Tenant shall furnish to the Real Estate Development Division of Miami-Dade County, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker’s Compensation Insurance for all employees of the Tenant as required by Florida Statute 440.
- B. 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. Coverage must include Abuse and Molestation Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Using vans or mini-vans with seating capacities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is \$500,000.
- D. Student Accident Insurance be provided with a minimum limit of \$2,000 per child in accordance with 45 CFR, §1303.12

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 “A-” as to management, and no less than “Class VII” as to financial strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Landlord’s 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 Financial Services and are members of the Florida Guaranty Fund.

**NOTE: CERTIFICATE HOLDER MUST READ:  
MIAMI-DADE COUNTY  
111 N.W. 1<sup>st</sup> Street  
Suite 2340  
Miami, Florida 33128**

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

Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under this Article or under Article 18; Indemnification and Hold Harmless, or any other section or portion of this Agreement.

Tenant shall be responsible for assuring that the insurance certificates required in conjunction with this Article remain in full force for the duration of this Agreement. If insurance certificates are scheduled to expire during the term of the Agreement, Tenant shall be responsible for submitting new or renewed insurance certificates to the Landlord at a minimum of thirty (30) calendar days in advance of such expiration.

#### **ARTICLE 25. PERMITS, REGULATIONS & SPECIAL ASSESSMENTS**

Tenant covenants and agrees that during the term of this Agreement, Tenant will obtain any and all necessary permits, licenses and approvals, and that all uses of the Premises will be in conformance with any and all applicable laws, ordinances, rules, regulations, including all applicable zoning rules and regulations that are determined pertinent by a governmental entity. Any and all charges, taxes, or assessments levied against the Premises shall be paid by Tenant, and failure to do so will constitute a breach of this Agreement.

#### **County as Sovereign.**

It is expressly understood that notwithstanding any provision of this Agreement and the Landlord's status thereunder:

- a) The Landlord retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises or the operation thereof, or be liable for the same; and
- b) The Landlord shall not by virtue of this Agreement be obligated to grant the Tenant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

#### **No Liability for Exercise of Police Power.**

Notwithstanding and prevailing over any contrary provision in this Agreement, or any Landlord covenant or obligation that may be contained in this Agreement, or any implied or perceived duty or obligation including but not limited to the following:

- a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;
- b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;
- c) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or
- d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

Tenant shall not bind the Board, the Regulatory and Economic Resources department, or any division thereof, or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Agreement, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of the Premises, shall not extend to any exercise of quasi-judicial or police

powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Agreement. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Agreement.

#### **ARTICLE 26. FORCE MAJEURE**

The Landlord and Tenant hereby agree that term "*Force Majeure*" in this Agreement, and when applied to this Agreement, shall mean an unforeseen event or occurrence that is beyond the control of one or both of the parties, such as a war, strike, riot, crime, acts of nature, or act of God (e.g., flooding, earthquake, hurricane) that in fact prevents one or both parties from fulfilling their respective obligation(s) in a timely manner under this Agreement. *Force Majeure* shall excuse the party or parties from liability or obligation only during the period of time when the extraordinary event occurs and the circumstances beyond the party or parties' control continue to prevent the party or parties from performance under this Agreement. *Force Majeure* is specifically not intended to shield or otherwise excuse the negligence or malfeasance of a party, as where non-performance is caused by lack of foresight, prudence and/or failure to exercise precautionary measures.

A party asserting *Force Majeure* as an excuse for delay or non-performance shall have the burden of proving that failure to perform could not have been avoided by the exercise of due care by that party, that reasonable steps were taken to minimize any delay, as well as to avoid any damages caused by subsequent foreseeable events, that all non-excused obligations were timely fulfilled, and that the other party was timely notified, in writing, of the likelihood of or the actual occurrence of the extraordinary event which would justify such an assertion, so that reasonable measures could be contemplated and possibly taken by the other party, and the other party has in fact recognized, in writing to the party asserting a claim of *Force Majeure*, that the occurrence is an event equating to *Force Majeure*.

Tenant and Landlord shall be excused only for the period of any delay associated with the *Force Majeure* event, and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this Agreement when prevented from so doing by cause or causes beyond Tenant's or Landlord's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of Tenant or Landlord.

#### **ARTICLE 27. WAIVER**

If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of lesser amount than the monthly installments of rent (or additional rent if such obligations are later stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to or waiver of Landlord's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Agreement. Further, any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or statement shall have no effect whatsoever, and shall be deemed to have never been written at all. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Agreement.

#### **ARTICLE 28. DEFAULT OF TENANT AND REMEDIES**

Consistent with and in addition to Article 21, Termination, above, if Tenant shall fail to pay any monthly installment or item of rent on the date when the same becomes due and if such violation or failure continues for a period of ten (10) calendar days after written notice thereof to Tenant by Landlord, then Landlord may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable.

Consistent with and in addition to Article 21, Termination, above, should Tenant elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of rent), which default has not been cured within ten (10) calendar days after the giving of notice by Landlord, unless such default is of such nature that it cannot be cured within such ten (10) day period, in which case no event of default shall occur so long as Tenant shall commence the curing of the default within such ten (10) day period and shall thereafter diligently prosecute the curing of same, and/or such remedy for any such default is not otherwise addressed in this

Agreement, then the Landlord shall be permitted to terminate this Agreement, and immediately take possession of the Premises.

Should Tenant vacate or abandon the Premises at any time during the term of this Agreement, Landlord shall be permitted to immediately take possession of the Premises.

Upon any default, and after the expiration of any cure period, Landlord may, with or without judicial process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the Landlord at more than One Thousand (\$1,000.00) Dollars, otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including attorneys' fees; second, toward the payment of any indebtedness, including (without limitation) indebtedness for rent, which may be due or become due to Landlord; and third, to pay Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid, so long as Tenant in fact makes such demand within sixty (60) calendar days of any such sale or disposition of property.

Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Agreement which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon, at the highest legal rate of interest as permitted by the State of Florida, and shall be immediately payable by Tenant to Landlord.

Notwithstanding the provisions above, and regardless of whether an event of default shall have occurred, Landlord may exercise the remedy described in this article without any notice to Tenant if Landlord, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation by Tenant constitutes an emergency.

If this Agreement is terminated or cancelled by Landlord, Tenant nevertheless shall remain liable for any and all rent and damages which may be due, become due or sustained by Landlord, along with any and all reasonable costs, fees and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises or a portion thereof to others.

All rights and remedies of Landlord under this Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

## **ARTICLE 29. ADDITIONAL PROVISIONS**

### Non-Discrimination.

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under lease agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

Tenant agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Agreement.

### Serious Injury or Death.

Tenant agrees that it will immediately notify the Landlord should any person sustain(s), or is found to have, a serious bodily injury or dies on or about the Landlord's property, and/or within the care, custody or control of the Tenant. The parties hereby agree that the definition of serious bodily injury shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, in addition to any other requirement(s) regarding notice under this Agreement, the Tenant shall also immediately (same day, or in situations where the same day is not possible, then next day) call the Landlord's Internal Services Department, and notify the Landlord's Director of the Internal Services Department of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury. Further, in instances where an individual died or sustained a serious bodily injury, the Tenant must complete a detailed injury and incident report and immediately (same day or next day) send it to the Landlord, in accordance with the terms of the notice provisions found in this Agreement. The Tenant hereby agrees that it will immediately comply with all of the foregoing requirements notwithstanding any other obligation, including but not limited to, any agreement for confidentiality that it owes or may owe to any other governmental agency, and/or to any friend, or member of a person's family.

Security.

Tenant is solely responsible for securing and maintaining its own security in and around the Premises. Should the Tenant, at any time and for any reason, believe that security and/or additional security is needed to protect the Tenant, or any of its invitees, guests, licensees, employees, staff, management, and/or the property belonging to any of the foregoing, then it is understood that Tenant shall, at its sole cost and expense, hire and maintain such security. Tenant expressly acknowledges and agrees that any and all security staff and equipment that Landlord has or may maintain on the Premises is there to solely protect and secure the Landlord and its property. Tenant further acknowledges and agrees that the Landlord at any time may increase or decrease its security staff and/or equipment on the Premises without any prior notice or permission from or to Tenant.

Construction.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement which has been drafted by counsel for both Landlord and Tenant.

Headings.

The headings of the various paragraphs and sections of this Agreement are for convenience and ease of reference only, and shall not be construed to define, limit, augment, or describe the scope, context or intent of this Agreement, or any part(s) of this Agreement.

Successors and Assigns.

The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns, except as may be otherwise provided herein.

Holidays.

It is hereby agreed and declared that whenever the day on which a payment due under the terms of this Agreement, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date or cure period expiration date shall be postponed to the next following business day. Any mention in this Agreement of a period of days for performance shall mean calendar days.

Waiver.

Any waiver of any portion of this Agreement shall be evidenced in writing by the party that made such waiver. Waiver of any breach of this Agreement shall not constitute waiver of any other breach. Invalidation of any portion of this Agreement due to any waiver, shall not automatically invalidate any other portion of this Agreement.

Severability.

If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

Survival.

The parties hereby acknowledge and agree that many of the duties and obligations in this Agreement will survive the term, termination, and/or cancellation hereof. Accordingly, the respective obligations of the Tenant and the Landlord under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

Brokers.

Landlord and Tenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Agreement.

**ARTICLE 30. GOVERNING LAW AND VENUE**

This Agreement, including any exhibits, attachments, and/or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) are incorporated herein by reference, and shall be governed by and construed in accordance with the laws of the State of Florida.

The Landlord and Tenant hereby agree that venue shall be Miami-Dade County, Florida, and as a result, any litigation, action, cause of action, including, but not limited to any lawsuit, shall be brought and presented exclusively in a court located in Miami-Dade County,



Florida.

**ARTICLE 31. WRITTEN AGREEMENT**

The parties hereto agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms, and/or conditions in this Agreement may be added to, modified, superseded, or otherwise altered, except as may be authorized herein, or by a resolution that has been duly reviewed and approved by the Miami-Dade County Board of County Commissioners.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

[ONLY THE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

Tenant

Landlord

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Corporate Secretary/Notary Public

By: \_\_\_\_\_  
Name: Daniella Levine Cava  
Title: Mayor  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

# ATTACHMENT 3



CONTRACTS D-10122a THROUGH D-10122p

SIGNATURE PAGES

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

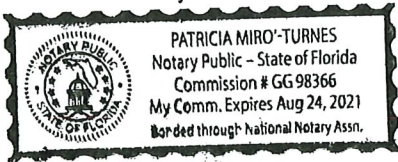
Delegate Agency

Miami-Dade County

By:   
 Name: David Barrios  
 Title: President Governance Body  
 Date: 03-19-21  
 Attest:   
 Corporate Secretary/Notary Public

By: \_\_\_\_\_  
 Name: Daniella Levine Cava  
 Title: Mayor  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Clerk of the Board

Corporate Seal/Notary Seal



Approved as to form and legal sufficiency

\_\_\_\_\_  
 Assistant County Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Delegate Agency

Miami-Dade County

By: *[Signature]*  
Name: *Paola Pierre*  
Title: *Assistant Secretary*  
Date: *3/30/2021*  
Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Daniella Levine Cava  
Title: Mayor  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_

Corporate Secretary/Notary Public

Clerk of the Board

**Our Child Care, Inc.**

Corporate Seal  
2003

Corporate Seal/Notary Seal  
Florida  
(Non-Profit)


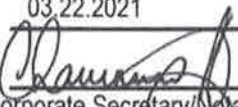
Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Delegate Agency

Miami-Dade County

By:   
 Name: Devika Austin  
 Title: Chief Administrative Officer  
 Date: 03.22.2021  
 Attest:   
 Corporate Secretary/Notary Public

By: \_\_\_\_\_  
 Name: Daniella Levine Cava  
 Title: Mayor  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency



\_\_\_\_\_  
 Assistant County Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Delegate Agency

Miami-Dade County

By: [Signature]  
 Name: TERRY JOSEPH Jr.  
 Title: President & CEO  
 Date: 3-18-2021  
 Attest: [Signature]  
 Corporate Secretary/Notary Public

By: \_\_\_\_\_  
 Name: Daniella Levine Cava  
 Title: Mayor  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency



**Dee McIntosh**  
 Comm. #GG917853  
 Expires: Jan. 25, 2024  
 Bonded Thru Aaron Notary

\_\_\_\_\_  
 Assistant County Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Delegate Agency

Miami-Dade County

By: Nadie Mondestin  
 Name: NADIE MONDESTIN  
 Title: Executive Director  
 Date: 3/22/21  
 Attest: Jeze Tui  
 Corporate Secretary/Notary Public

By: \_\_\_\_\_  
 Name: Daniella Levine Cava  
 Title: Mayor  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency



\_\_\_\_\_  
Assistant County Attorney



IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

Tenant

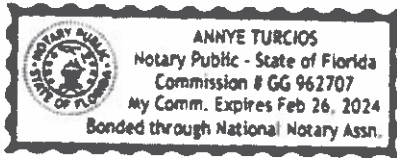
Landlord

By: Nadie Mondestin  
Name: NADIE MONDESTIN  
Title: Executive Director  
Date: \_\_\_\_\_  
Attest: [Signature]  
Corporate Secretary/Notary Public

By: \_\_\_\_\_  
Name: Daniella Levine Cava  
Title: Mayor  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency



\_\_\_\_\_  
Assistant County Attorney

Head Start Program Services  
Contract No.D-10122f

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Delegate Agency

Miami-Dade County

By: Esther Chisholm  
Esther Chisholm (Mar 25, 2021 14:22 EDT)

---

Name: Esther Chisholm

---

Title: Board Chairperson

---

Date: 03/25/2021

---

Attest: Rosa E. Casamor  
Corporate Secretary/Notary Public

By: \_\_\_\_\_

---

Name: Daniella Levine Cava

---

Title: Mayor

---

Date: \_\_\_\_\_

---

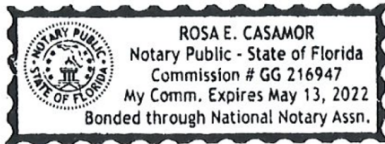
Attest: \_\_\_\_\_

---

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency



\_\_\_\_\_  
 Assistant County Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Delegate Agency

Miami-Dade County

By:

*Carlos G. Molina*

By:

Name: Carlos G. Molina

Name: Daniella Levine Cava

Title: Chief Financial Officer

Title: Mayor

Date: March 30, 2021

Date:

Attest:

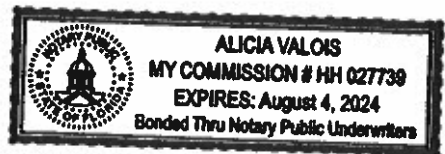
*Alicia Valois*  
Corporate Secretary/Notary Public

Attest:

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency



Assistant County Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Delegate Agency

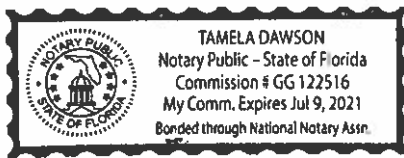
Miami-Dade County

By: Chemika Burkhalter  
 Name: Dr. chemika Burkhalter  
 Title: Executive Director  
 Date: March 19, 2021  
 Attest: Tamela Dawson  
 Corporate Secretary/Notary Public

By: \_\_\_\_\_  
 Name: Daniella Levine Cava  
 Title: Mayor  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency



\_\_\_\_\_  
 Assistant County Attorney

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

Tenant

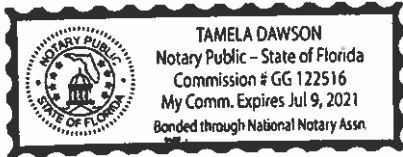
Landlord

By: Chemika Burkhalter  
Name: Dr. Chemika Burkhalter  
Title: Executive Director  
Date: March 19, 2021  
Attest: Tamela Dawson  
Corporate Secretary/Notary Public

By: \_\_\_\_\_  
Name: Daniella Levine Cava  
Title: Mayor  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency




\_\_\_\_\_  
Assistant County Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

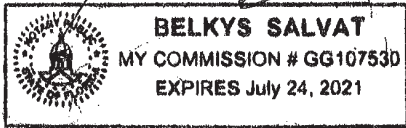
Delegate Agency

Miami-Dade County

By:   
 Name: Dr. Eileen Fluney  
 Title: Executive Director  
 Date: March 22, 2021  
 Attest: Belkys Salvat  
 Corporate Secretary/Notary Public

By: \_\_\_\_\_  
 Name: Daniella Levine Cava  
 Title: Mayor  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Clerk of the Board

Corporate Seal/Notary Seal



Approved as to form and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Delegate Agency

Miami-Dade County

By:



Name:

Benzion Korf

Title:

Secretary

Date:

4/6/2021

Attest:

Ayelet Bortunk

Corporate Secretary/Notary Public

By:

\_\_\_\_\_

Name:

Daniella Levine Cava

Title:

Mayor

Date:

\_\_\_\_\_

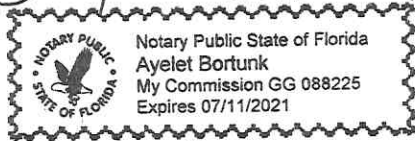
Attest:

\_\_\_\_\_

Clerk of the Board

Corporate Seal/Notary Seal

Ayelet Bortunk 4/6/2021



personally known to me


Approved as to form and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Delegate Agency

Miami-Dade County

By:   
Name: Monica Blanco  
Title: Fiscal Officer  
Date: 3/22/2024  
Attest: \_\_\_\_\_  
Corporate Secretary/Notary Public

By: \_\_\_\_\_  
Name: Daniella Levine Cava  
Title: Mayor  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney



IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Delegate Agency

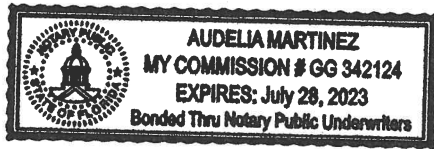
Miami-Dade County

By: *Eduardo Berrones*  
 Name: Eduardo Berrones  
 Title: CEO  
 Date: March 25, 2021  
 Attest: *Audelia Martinez*  
 Corporate Secretary/Notary Public

By: \_\_\_\_\_  
 Name: Daniella Levine Cava  
 Title: Mayor  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency





\_\_\_\_\_  
Assistant County Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

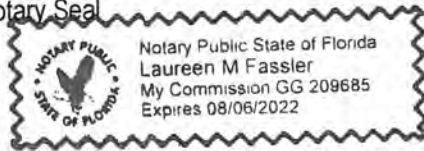
Delegate Agency

Miami-Dade County

By:   
 Name: JOSEPH M. CATANIA  
 Title: PRESIDENT & CEO  
 Date: 4/5/2021  
 Attest:   
 Corporate Secretary/Notary Public

By: \_\_\_\_\_  
 Name: Daniella Levine Cava  
 Title: Mayor  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Clerk of the Board

Corporate Seal/Notary Seal



Approved as to form and legal sufficiency

\_\_\_\_\_  
 Assistant County Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

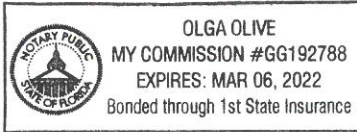
Delegate Agency

Miami-Dade County

By: [Signature]  
 Name: JANA O'NEILL  
 Title: Executive Director  
 Date: March 19, 2021  
 Attest: [Signature]  
 Corporate Secretary/Notary Public

By: \_\_\_\_\_  
 Name: Daniella Levine Cava  
 Title: Mayor  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Clerk of the Board

Corporate Seal/Notary Seal



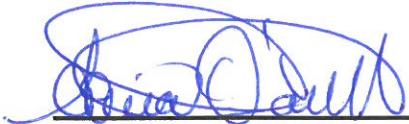

Approved as to form and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

Tenant

Landlord

By:   
Name: SONIA O'FARRELL  
Title: Executive Director  
Date: March 19, 2021  
Attest:   
Corporate Secretary/Notary Public

By: \_\_\_\_\_  
Name: Daniella Levine Cava  
Title: Mayor  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal



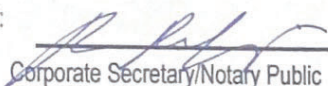
Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Delegate Agency

Miami-Dade County

By: **Kerry-Ann Royes**  
Name: Kerry-Ann Royes  
Title: President/CEO  
Date: 3/29/2021  
Attest:   
Corporate Secretary/Notary Public

Digitally signed by Kerry-Ann Royes  
Date: 2021.03.30 08:22:35 -04'00'

By: \_\_\_\_\_  
Name: Daniella Levine Cava  
Title: Mayor  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency



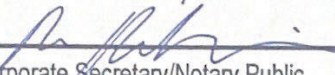
Ramon Rodriguez  
Comm. # HH092327  
Expires: Feb. 11, 2025  
Bonded Thru Aaron Notary

\_\_\_\_\_  
Assistant County Attorney

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

Tenant

Landlord

By: **Kerry-Ann Royes** Digitally signed by Kerry-Ann Royes  
Date: 2021.03.30  
08:21:43 -04'00'  
Name: Kerry-Ann Royes  
Title: President/CEO  
Date: 3/29/2021  
Attest:   
Corporate Secretary/Notary Public

By: \_\_\_\_\_  
Name: Daniella Levine Cava  
Title: Mayor  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency



Ramon Rodriguez  
Comm. # HH092327  
Expires Feb. 11, 2025  
Bonded Thru Aaron Notary

\_\_\_\_\_  
Assistant County Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Delegate Agency

Miami-Dade County

By: [Signature]

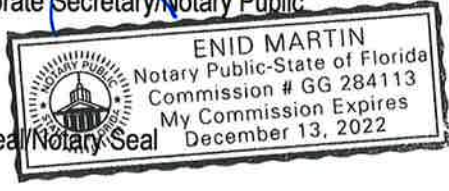
Name: BARRY R VOGEL

Title: CHIEF ADMINISTRATIVE OFFICER

Date: MARCH 22, 2021

Attest: [Signature]

Corporate Secretary/Notary Public



Corporate Seal/Notary Seal

By: \_\_\_\_\_

Name: Daniella Levine Cava

Title: Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Clerk of the Board

Approved as to form and legal sufficiency


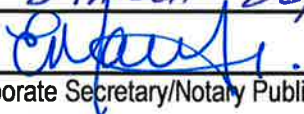
\_\_\_\_\_

Assistant County Attorney

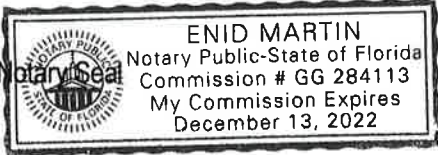
IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

Tenant

Landlord

By:   
Name: BARRY R VOGEL  
Title: CHIEF ADMINISTRATIVE OFFICER  
Date: MARCH 22, 2021  
Attest:   
Corporate Secretary/Notary Public

By: \_\_\_\_\_  
Name: Daniella Levine Cava  
Title: Mayor  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal 

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney



# ATTACHMENT 4

## MIAMI DADE SCHOOL BOARD CONTRACT

Head Start Program Services  
Contract No.D-10122q

THIS INTERLOCAL GRANT AGREEMENT (Agreement) is for the provision of Head Start/Early Head Start Program Services, and is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between The School Board of Miami-Dade County, Florida, a body corporate and politic, an instrumentality of the State of Florida, having its principal office at 1450 NE 2<sup>nd</sup> Avenue, Suite 912, Miami, FL, 33132 (the "School Board" or "Delegate Agency"), and Miami-Dade County ("County"), a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County is a grantee of the United States Department of Health and Human Services (DHHS), which provides the funding for the Head Start (HS) and Early Head Start (EHS) Program; and

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," authorizes public agencies to enter into interlocal agreements to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, the School Board has offered to provide Head Start and/or Early Head Start Program Services as a Delegate Agency for the County, on a non-exclusive basis, that shall conform to the terms and conditions of this Agreement; and

WHEREAS, the County desires to procure from the School Board such Head Start and/or Early Head Start Program Services for the County, in accordance with the terms and conditions of this Interlocal Grant Agreement;

WHEREAS, the County and the School Board expressly understand and agree that this Interlocal Grant Agreement is conditioned upon receipt of funding by the County and approval of this Agreement from the DHHS;

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

The foregoing recitals are true and correct and are incorporated herein by reference.

**ARTICLE 1 DEFINITIONS**

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 Word "Act" to mean the Head Start Act, Sec. 635 et seq., Pub. L. 97-35, 95 Stat. 499-511 (codified as amended at 42 U.S.C. Section 9801, et seq.).
- b) The words "Article(s)" to mean the terms and conditions delineated in this Agreement.
- c) The word "Contract" or "Agreement" to mean collectively the: (i) Articles, (ii) all other appendices and attachments hereto, and (iii) all amendments issued hereto.
- d) The words "Contract Manager" to mean the Director, Internal Services Department, Miami-Dade County, or the duly authorized representative designated to manage the Contract.
- 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 to the Program Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the School Board and its Subcontractors specifically for the County.
- h) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- i) The word "Program" to mean the Head Start and/or Early Head Start Program
- j) The words "Program Manager" to mean the County Mayor or the duly authorized representative designated to manage the Head Start and Early Head Start Program.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the School Board.
- l) The words "Service(s)" or "Work" to mean the provision of Head Start or Early Head Start Program Services in accordance with the Scope of Services.

- m) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the School Board, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the School Board and whether or not in privity of Contract with the School Board.
- n) The words "Program Year" or "School Year" to mean the start and end of the Head Start/Early Head Start grant year, August 1 to July 31.
- o) "HSPPS" to mean the Head Start Program and Performance Standards 45 CFR Parts 1301 to 1305.
- p) Administrative costs to mean costs related to the overall management of the Program and not related to the provision of Program Services (e.g., health services, parent involvement services).
- q) The words "Delegate Agency" or "School Board" refers to The School Board of Miami-Dade County, Florida.
- r) The words "School Board Program Supervisor" to mean the Superintendent or the duly authorized representative designated to manage the School Board's provision of Head Start and Early Head Start Program services.
- s) The words "School Board Program Coordinator" refer to the Executive Director for the School Board's provision of Head Start/Early Head Start Program services.

## **ARTICLE 2 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) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- c) The terms "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 Program Manager.
- d) The terms "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 Program Manager.
- e) 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 3 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 the Parties hereto or their authorized representatives.
- b) The School Board shall provide the Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The School Board acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work 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 School Board shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The School Board shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Program Manager.
- e) Subject to, and in accordance with, federal, state, and local laws and regulations, the School Board expressly understands and acknowledges that the County, as the grantee for the Head Start Program, shall make all policy decisions regarding the Head Start Program and this Agreement.
- f) The School Board shall, in an expeditious and fiscally sound manner, implement all changes in providing Services hereunder as a result of a policy change implemented by the County pursuant to any changes or updates to Federal, State, or local laws or regulations. The School Board agrees to timely provide the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

- g) The School Board reserves the right not to implement policies and procedures that contradict federal or state law. The School Board may follow and implement School Board Policy only to the extent such policy is not inconsistent with or more lenient than federal or state or local law or regulations.

#### **ARTICLE 4 CONTRACT TERM**

The Contract shall become effective on August 1, 2021 and shall continue through July 31, 2022. The County, at its sole discretion, reserves the right to renew this Contract with the School Board for four, one-year periods, subject to receipt of grant funds. Thereafter, by mutual agreement of the parties, this Contract may thus be renewed. 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 School Board, and subject to any necessary approvals by the Miami-Dade County Board of County Commissioners ("BCC") and the School Board.

#### **ARTICLE 5 NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

##### **(1) To the County**

- a) to the Program Manager:

Miami-Dade County  
Community Action and Human Services Department  
Attention: Head Start Program Director  
701 NW 1<sup>st</sup> Court  
OTV 9-104  
Miami, FL, 33136  
Phone: (786) 469-4633  
E-mail: [maria.riestra@miamidade.gov](mailto:maria.riestra@miamidade.gov)

And

- b) to the Contract Manager:

Miami-Dade County  
Internal Services Department, Strategic Procurement Division  
Attention: Chief Procurement Officer  
111 NW 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128-1974  
Phone: (305) 375-4900  
E-mail: [Namita.Uppal@miamidade.gov](mailto:Namita.Uppal@miamidade.gov)

##### **(2) To the Delegate Agency**

The School Board of Miami-Dade County, Florida.  
1450 NE 2<sup>nd</sup> Avenue, Suite 912  
Miami, FL, 33132  
Attention: Superintendent of Schools

The School Board of Miami-Dade County, Florida.  
1450 NE 2<sup>nd</sup> Avenue, Suite 351  
Miami, FL, 33132  
Attention: Head Start/Early Head Start School Board Program Coordinator  
Phone: (305) 995-7632  
Fax: (305) 995-2808  
E-mail: [Llinares@dadeschools.net](mailto:Llinares@dadeschools.net)

The School Board of Miami-Dade County, Florida.  
1450 NE 2<sup>nd</sup> Avenue, Suite 430  
Miami, FL, 33132  
Attention: School Board Attorney  
Phone: (305) 995-1304  
Fax: (305) 995-1412  
E-mail: [Walter.Harvey@dadeschools.net](mailto:Walter.Harvey@dadeschools.net)  
[Acraft@dadeschools.net](mailto:Acraft@dadeschools.net)

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 6 BUDGET**

The School Board warrants that it has reviewed the County's budget requirements and has asked such questions and conducted such other inquiries as the School Board deemed necessary to determine the budget requirements to provide the Services to be performed under this Contract.

The School Board is approved to serve 1,535 Head Start and 192 Early Head Start slots as indicated in the Budget Forms (Appendix B). The County reserves the right, in its sole discretion, to adjust the Services provided, including the number of slots serviced by the School Board, to ensure that the County goals and Program needs are met. The County further reserves the right to adjust the level of funding and corresponding number of slots available listed herein, as may be necessary, to accommodate any Program changes. Prior to implementing any Program changes or reducing the number of slots, the County and the School Board shall discuss any proposed adjustment or reduction, and the County will, as a first option, consider reallocating the slots amongst the School Board's program sites. If the County adjusts the number of slots for the Program Year, the School Board shall submit a revised budget 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. At any time, the School Board shall not transfer or relocate students or slots to any of their other existing facilities without the prior written approval of the Program Director and the Head Start/Early Head Start Policy Council.

Any amounts stated herein are subject to available funding and are contingent upon federal grant allotment. Should available County funding be reduced, the amount payable under this Contract may be proportionally reduced at the option of the County. Should additional County funding (i.e. COLA, program improvements, etc.) become available through the DHHS, such allocation may be apportioned to the School Board. The County shall have no obligation to pay the School Board any additional sum more than the amount of this Agreement, except as provided for in an amendment or a change and/or modification to the Contract, which is approved and executed in writing by the County and the School Board.

The maximum amount payable for services rendered under the Program for a full Program Year in the aggregate for all HS and EHS Services will be determined based on available funding. The actual amount paid to a School Board will vary based on the days serviced in the Program's Year (i.e., full or prorated) and the number of children receiving Services. The reimbursement of administrative costs shall not exceed ten percent (10%) of the contracted (federal and non-federal share) amounts. The total budget proposed must include a twenty-five (25%) matching contribution from non-federal resources, identified in line items where matching funds are allocated. Delegate agencies serving VPK eligible students shall leverage VPK funding as part of their required match. The reimbursement of a lump sum payment of accrued leave will be disallowed.

The County has established a maximum per child cost per Program Year of \$7,596 for HS, and \$14,719 for EHS. The foregoing per child cost is subject to change in the event there is a permanent increase to the County's federal grant allotment. If a delegate agency provides Services at a County facilitated site, \$400 shall be deducted from the standard per slot cost. The 16 portables leased to the School Board shall not be deemed "a County facilitated site" for purposes of this agreement, consequently the \$400 deduction shall not apply. School Board shall provide a \$900 match per child by leveraging VPK revenue for each VPK eligible 4-year old. To determine the proposed per child cost, the County will use the budget proposed divided by the number of children proposed to serve. Notwithstanding the School Board's proposed Budget, the County reserves the right to negotiate final terms and conditions (i.e., number of slots, cost per child, etc.).

Upon submission of satisfactory required monthly report, the County shall process payment. The County agrees to pay all budgeted costs incurred by the School Board which are allowable under the DHHS and County rules and guidelines, in accordance with the Budget Forms (Appendix B). The compensation for all Services performed under this Contract, including all costs associated with such Services, is subject to available funds with availability determined in the sole discretion of the County, and shall not exceed the amount specified in this Contract and shall be in accordance with the Budget Forms (Appendix B).

If this Agreement is renewed, and prior to commencements 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 serviced, services to be provided (i.e. Head Start/Early Head Start), and target geographic area where Services are provided by Delegate Agency. Delegate Agency agrees to service the number of children listed in the NTP by the County. Should this Agreement be renewed, Delegate Agency shall submit a budget for the approved slots prior to the start of each Program Year for County approval.

**Non-Federal Match:** The School Board agrees to provide non-federal resources in an amount equivalent to twenty-five percent (25%) of the total federal allocation in this Agreement. The non-federal resources may be cash and/or in-kind donations, but may not be from other federal resources unless there is a specific statutory language allowing such use of federal funds. Lump sum in-kind and/or cash allocations may be allotted throughout the Program Year (such as: donations of goods and/or space, local/state grants, etc.) and may be applied in monthly increments until the in-kind contribution has been exhausted.

The School Board must submit proof to the County of the required twenty-five percent (25%) of the non-federal resources monthly with its invoices. If the Delegate Agency fails to provide proof of non-federal resources, the County may reduce the monthly reimbursement in accordance with the shortage. The School Board may recapture funds that were deducted because of a shortage in the non-federal resources requirements 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).

**Travel:** With respect to travel costs and travel related expenses, the School Board agrees to adhere to section 112.061, Florida Statutes, and 45 CFR 75.474, 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.

**Training and Technical Assistance:** The School Board shall submit to the County for approval, in advance of any expenditure, all costs and expenses that pertain to training and technical assistance. The County, in its sole discretion, may approve the requested funding for training and technical assistance based on delegate need and availability of funding.

#### **ARTICLE 7 METHOD AND TIMES OF PAYMENT**

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

#### **Reimbursements:**

The School Board agrees that under the provisions of this Agreement, it will request reimbursement for those actual, reasonable and necessary costs incurred by the School Board which are directly attributable and properly allocable to the Services. The School Board shall invoice the County for these Services, monthly, with invoices certified by the School Board pursuant to Appendix B-Budget Forms, within 30 days of each month following the month in which the services were rendered, unless the County grants an extension in writing. All invoices shall be furnished with detailed monthly line-item budget summary which shall be segregated by all Program costs and Administrative costs. Delegate agency shall include costs such as the staff accountant's salary and audit services; 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 Delegate Agency.

Payment requests shall be automated and accompanied by the reimbursement package, including payroll taxes, insurance, and any backup documentation to support reimbursement, copies of cancelled checks, payroll registers, and any other such documentation 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 School Board, and shall be supported by copies of payroll registers, payroll distribution, receipt bills or other documents reasonably required by the County, and shall clearly show the County's contract number and shall have a unique invoice number assigned by the School Board.

In accordance with section 218.74, Florida Statutes, and section 2-8.1.4 of the Code of Miami-Dade County ("Code"), the time at which

payment shall be due from the County shall be forty-five (45) calendar days from receipt of a proper and complete invoice. 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.

**Budget Modification Requests:** The School Board may shift funds between line items not to exceed ten percent (10%) of the total budget upon submission and approval by the County of a Budget Modification Request. Variances greater than ten percent (10%) in any line item require prior approval and budget modification approved by the School Board's authorized representative and the County. The School Board may amend their budget with prior approval from the County throughout the Program Year, but with the exception of retroactive salary raises and insurance modifications, the School Board may not do so later than May 31<sup>st</sup>.

**Monthly Advance Requests:**

Within 30 business days of execution of this Agreement, the School Board may request to be enrolled to receive monthly advance payments. The request should include the amount requested and the justification(s) for that amount. All monthly advance payment requests will be due to the County seven (7) business days prior to the beginning of the month for which the School Board shall provide Services. Upon receipt of the request by the County, and the County's approval, School Board's monthly request for reimbursement for the service month for which a monthly advance payment was received by the School Board will be processed.

**Monthly Advance Payment:** The County limits the monthly advance payment to the equivalent of the School Board's approved annual budget divided by the total school days in the Program Year, which is then multiplied by the number of school days in the month for which an advance payment is requested. The County shall apply the amount of the advance payment toward the amount due to the School Board and remit the net difference to the School Board. The County's plan is to permit no monthly advance payment to be provided to the School Board in the final month of the Program Year. Prior to the disbursement of any funds, the School Board must submit to the County a completed authorized signature form, denoting the names and signatures of all persons authorized to sign monthly advances, checks and contracts.

**Monthly Line- Item Budget Summaries:** The School Board agrees to furnish the County a detailed computerized 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 School Board as required herein.

1. Each computerized package must include copies of paid payroll taxes, insurance, and 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 non-federal fund match.
2. All computerized reimbursements packages shall be submitted within thirty (30) working days after the end of the month.
3. Reimbursement of credit card purchases requires proof of a full statement of the credit card which reimbursement is requested has a zero balance.
4. Reimbursement for a lump sum payment of accrued leave will be disallowed. The County Fiscal Unit reserves the right to review invoices to support all payments.
5. 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 costs at a rate in excess of Executive Level II. Consolidated Appropriations Act 2021, Public Law 116-260, signed into Law December 22, 2020, restricts the amount of direct salary which may be paid to an individual under an DHHS grant(s), cooperative agreement, or applicable contract to a rate no greater than Executive Level II of the Federal Executive Pay Scale. The rate for any HS or EHS employee cannot exceed the most current Federal Executive Level II of the Federal Executive Pay Scale. Compensation includes salary, bonuses, periodic payments, severance pay, the value of any vacation time, and the value of any compensatory or paid leave benefit.
6. The County will not approve payments for volunteer services provided to the School Board in support of the services detailed in this Contract.
7. The School Board further agrees to maintain originals of cancelled checks, invoices, receipts, and other evidence of indebtedness as a proof of expenditure. When original documents cannot be produced, the Delegate Agency must adequately justify their absence in writing and furnish copies as proof of expenditure. Notwithstanding and subject to any Public Records retention schedule, these documents shall be maintained by the School Board for a period of no less than five (5) years and shall be made available for County staff inspection at any time.
8. The School Board must get prior written approval for the purchase of equipment and other capital expenditures as described in 45 C.F.R. § 75.439(a). Prior written approval must also be obtained under 45 C.F.R. § 75.439(b)(3) and 45 C.F.R. Part 1303 to use HS grant funds for the initial or ongoing purchase, construction, and major renovation of facilities. No HS grant funds may

be used toward the payment of one-time expenses, principal, and interest for the acquisition, construction, or major renovation of a facility without prior written approval of the Administration for Children and Families.

#### Additional Requirements/Specific Reimbursement Requests

1. The School Board shall provide to the County automated 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.
2. Invoices more than sixty (60) calendar days will not be reimbursed, unless with prior approval from the County.
3. Reimbursement for retroactive payment of staff positions more than sixty (60) days after the County's approval of qualifications of staff will be disallowed. The County will only reimburse retroactive raise increases that apply for Head Start/Early Head Start employees during the time period they were hired by the Program. The County will disallow payments of employees who do not meet staff qualification under 45 CFR 1302.91.
4. The School Board shall provide documentation of compliance with the Davis-Bacon Act for construction/renovation projects more than \$2,000.00.
5. Reimbursement for Administrative costs shall not exceed ten percent (10%) of the combined contracted amount and matched amount for the HS/EHS budget.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the School Board to the County as follows:

Miami-Dade County  
 Community Action and Human Services Department  
 Head Start Program  
 701 NW 1<sup>st</sup> Court  
 OTV 10-177  
 Miami, FL, 33136  
 Attention: Fiscal Administrator  
 Email: Brenda.Williams@miamidade.gov  
 Phone 786-469-4748

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

#### **ARTICLE 8 MONITORING**

Pursuant to HSPPS Part 1302.101 and 1302.102(b):

The School Board shall establish and implement procedures for the ongoing monitoring of their HS/EHS operations to ensure that such operations effectively conform to all federal regulations, the HSPPS, the Act, and applicable state and local legislation, statutes, ordinances, and regulations, and this Agreement.

- a) Pursuant to the Act, 42 U.S.C. 9836a, as may be amended, the School Board shall comply with the County's on-going monitoring policies and procedures, which include but may not be limited to quarterly monitoring, review sessions, and a minimum of one unannounced visit per Program Year, during which time the County shall be granted immediate access to monitor the site.
- b) The County will inform the School Board of any findings identified through the monitoring of School Board operations. The School Board shall present any deficiencies to its governing body. In the event findings are identified, the County will assist the School Board with developing plans, including timetables, for addressing identified problems in accordance with the Act, 42 U.S.C. 9836A, as may be amended, and applicable regulations.
- c) When a substantial error or misrepresentation of fiscal expenditures has been made by the School Board, which results in an overpayment of funds under this Agreement to the School Board, the School Board shall reimburse the County within thirty (30) days of notice.



**ARTICLE 9 INDEMNIFICATION AND INSURANCE**

For causes of action where Florida Statute 768.28 applies, the School Board's duty to indemnify and hold harmless the County is subject to the sovereign immunity limitations and claims bill requirement contained in section 768.28, Florida Statutes. In all other actions, the School Board shall indemnify and hold harmless without any monetary limitation, the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages 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 School Board or its employees, agents, servants, partners principals, volunteers or Subcontractors. In addition, the School Board 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 and in the County's discretion, including appellate proceedings, and subject to the limitations set forth herein, if applicable, shall pay all costs, judgments, and attorney's fees which may issue thereon. The County acknowledges, understands and agrees that the School Board is self-insured and shall provide a self-insurance letter to the County prior to Effective Date of this Agreement. The County further expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the School Board 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.

The School Board shall comply with Fidelity Bond requirements covering officials and employees of the School Board authorized to distribute Program funds pursuant to HSPPS Part 1303.12. The School Board shall keep on file documented coverage and furnish to the County's Program with the start of each Program Year.

Upon County's notification, the School Board shall furnish to the Internal Services Department, Strategic Procurement Division, certificate(s) 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 Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. Policy must be endorsed to include Abuse and Child Molestation coverage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work set forth in the Scope of Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. For Providers using vans or mini-vans with seating capacities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is \$500,000.
4. Professional Liability Insurance in an amount not less than \$500,000 per claim.
5. Student Accident Insurance, Liability Insurance for accidents on the Premise, and Transportation Liability Insurance with a minimum limit of \$2,000 per child.

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 "A-" as to management, and no less than "Class VII" as to financial strength, by 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 Financial Services and are a member of the Florida Guaranty Fund.

**The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:**

**Miami-Dade County  
111 NW 1st Street**

**Suite 2340  
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the School Board 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 of the contract award. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the School Board shall have an additional five (5) business days to submit a corrected certificate to the County. If the School Board fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days of the contract award, the School Board 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 School Board shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the School Board shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the School Board shall be responsible for all direct and indirect costs associated with such termination.

#### **ARTICLE 10 MANNER OF PERFORMANCE**

- a) The School Board shall provide the Work 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 Work described herein and to full and prompt cooperation by the School Board in all aspects of the Work.
- b) The School Board shall employ, maintain, and assign to the performance of the Work enough competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The School Board 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 Work described herein, in a competent and professional manner.
- c) The School Board agrees to adjust its personnel staffing levels or to replace any its personnel if 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. At the request of the County, the School Board shall promptly remove from the Program any School Board employee, Subcontractor, or any other person performing Work hereunder if they put the health or safety of a child or co-worker at risk, violate the standards of conduct outlined in HSPPS 1302.90, are insubordinate, misuse or misappropriate funds, or whose continued employment or participation in the HS/EHS Program is similarly not in the best interest of the Program.
- d) The School Board agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for 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 School Board's personnel. The School Board agrees that such removal of any of its employees does not require the termination or demotion of any employee by the School Board.
- e) The School Board shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Delegate Agency 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, whether or not specifically mentioned in this Agreement.

#### **ARTICLE 11 INDEPENDENT CONTRACTOR RELATIONSHIP**

The School Board is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All employees of the School Board shall be, always, employees of the School Board under its sole direction and not employees or agents of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the School Board's sole direction, supervision, and control. The School Board shall exercise control over the means and way it and its employees perform the Work, and in all respects the

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

#### **ARTICLE 12 DISPUTE RESOLUTION PROCEDURE**

- a) The School Board and the County will seek to amicably resolve, in good faith, all questions of any nature arising out of, under, or in connection with, or in any way related to, or on account of, this Agreement. Should such questions arise, the Program Manager will consider all relevant documentation and elicit feedback and explanation(s) from the School Board's Program Supervisor. The Program 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; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses. The School Board shall be bound by all determinations made by the Program Manager and shall promptly comply with the directives of the Program Manager, including the withdrawal or modification of any previous directives. Where directives are given orally, they will be issued in writing by the Program Manager as soon thereafter as is practicable.
- b) In the event that the School Board and the Program Manager unable to resolve their difference, the School Board 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.
  - 1) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Program 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 or designee's purview as set forth above shall be conclusive, final and binding on the Parties. Said decisions shall be fair and impartial when exercised or taken. Any such dispute shall be brought, if at all, before the County Mayor or designee within ten (10) days of the occurrence, event, or act out of which the dispute arises.
  - 2) The County Mayor or designee may base their 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 School Board'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 or designee 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 School Board to the County Mayor or designee for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor or designee 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 or designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the Delegate Agency. Except as such remedies may be limited or waived elsewhere in the Agreement, School Board reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- c) This Article will survive the termination or expiration of this Agreement.

#### **ARTICLE 13 QUALITY ASSURANCE**

The School Board shall establish and consistently implement a system of ongoing oversight that ensures effective implementation of this Agreement, including ensuring child health/safety and in accordance with other local, state and federal regulation and policy requirements.

**ARTICLE 14 RECORD KEEPING/AUDITS**

The School Board 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 Agreement. In addition to any obligation to retain records in accordance with the Public Records Law, Chapter 119, Florida Statutes, the School Board and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof. The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the School Board 's books, documents, papers and records, as well as those of its Subcontractors and suppliers, which apply to all matters of the County and this Agreement.

The School Board 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. 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 Section 2-481 of the Code, the School Board will grant the Commission Auditor access to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five (5) business days of the Commission Auditor's request.

Pursuant 45 CFR 75.501, the Delegate Agencies receiving at least \$750,000 in federal funding must have a single audit for each Program Year.

**Audit Requirements**

- Audit Required. All non-Federal entities that expend \$750,000 or more in a year in Federal Awards shall have a single audit or a program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200 Subpart F Audit Requirements.
- Single Audit. All non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB Circular A-133 Revised, except when they elect to have a program-specific audit conducted in accordance with below.
- Program-Specific Audit Selection. Non-Federal entities that expend Federal awards under only one Federal program (excluding Research & Development) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit. The entity may elect to have a program-specific audit conducted. A program-specific audit may not be elected for Research & Development unless all of the Federal awards expended were received from the same Federal Delegate Agency, or the same Federal Delegate Agency and the same pass-through entity, and that Federal Delegate Agency or pass-through entity in the case of a sub-recipient, approves in advance a program-specific audit.
- Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 in Federal awards during the non-Federal entity's fiscal year is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

The School Board shall submit annually to the County a complete copy of their annual, School Board-wide audit reports performed by an independent auditor covering each of the fiscal years for which Head Start funds were awarded. Audits of delegate agencies must comply with 2 CFR Part 200 Subpart F Audit Requirements. Annual audits relative to the Head Start/Early Head Start program will be provided as stipulated by Federal Law under 45 CFR part 75.

**ARTICLE 15 SUBSTITUTION OF PERSONNEL** (not applicable to temporary instructors)

In the event the School Board needs to substitute personnel, the School Board must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

**ARTICLE 16 CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The School Board 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 17 SUBCONTRACTUAL RELATIONS**

- a) If the School Board causes 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 School Board, and the School Board will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable, subject to limitations under Section 768.28, F.S., if applicable, for all acts and omissions of the Subcontractor, its officers, agents, and employees, as if they were employees of the School Board. Before entering into any subcontract hereunder, the School Board will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the School Board.
- b) The School Board, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work 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 provide a response to the request for approval in a timely manner not to exceed 15 business days following the receipt of any information and documentation the County may require to make its determination. The County will have the right to require the School Board not to award any subcontract to a person, firm, or corporation disapproved by the County.
- c) 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 Work 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 Work of the same general type which is required to be performed under this Agreement.
- d) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the School Board's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. School Board shall furnish to the County copies of all subcontracts between School Board and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the School Board in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor 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.
- e) In no event shall County funds be advanced to any subcontractor hereunder.

**ARTICLE 18 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The School Board understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the School Board 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 School Board. The School Board accepts all risk associated with using this information.

**ARTICLE 19 TERMINATION OF WORK**

- a) This Agreement may be terminated for cause by the County for the following reasons: (i) School Board commits an Event of Default, as set forth in Article 20, and, where applicable, fails to cure said Event of Default; (ii) School Board attempts to meet its contractual obligations through fraud, misrepresentation, or material misstatement; or (iii) the County demonstrates cost effectiveness.
- b) If County terminates this Agreement for cause, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County. In the event the School Board attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Delegate Agency may

be debarred from County contracting in accordance with the County debarment procedures. The School Board may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.

- c) The School Board shall be liable for all direct or indirect costs associated with termination or cancellation, including attorney's fees.
- d) In any event that the County or the School Board exercises its right to terminate this Agreement or to not renew the Agreement, the Delegate Agency shall, upon receipt of such notice from the County, or upon provision of such notice to the County, unless otherwise directed:
  - i. stop Work on the date specified in the notice of termination ("Effective Termination Date") or non-renewal;
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel all pending and/or unfulfilled 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
  - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B, if applicable.
  - vii. Comply with Article 36 of the Contract pertaining to the transfer of public records to the County.
  - viii. Remove all references to Miami Dade County Head Start/Early Head Start Program on its site(s), website, social media accounts, advertisements and promotional materials, to coincide with the effective date of such termination or expiration.
- e) In the event that the County exercises its right to terminate this Agreement, the School Board 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. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and that have 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.
- g) In the event the County terminates this Agreement, the County or its designated representatives may immediately take possession of all equipment, materials, products, documentation, reports, and data purchased or produced with HS funds.

#### **ARTICLE 20 EVENT OF DEFAULT/ADEQUATE ASSURANCE**

An Event of Default is a material breach of this Agreement by the School Board, in the sole opinion of the County, and includes but is not limited to the following:

- i. the School Board has not performed Services (including but not limited to, meeting enrollment numbers, protecting the health and safety of students served, meeting the disability requirement, meeting the nutritional needs of children, etc.) in a manner deemed acceptable to the County;
- ii. the School Board has not delivered Deliverables and/or Services on a timely basis;
- iii. the School Board has refused or failed to supply enough properly skilled staff personnel;
- iv. the School Board has failed to make prompt payment to Subcontractors or suppliers for any Services;
- v. the School Board has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the School Board 's creditors, or the School Board has taken advantage of any insolvency statute or debtor/creditor law or if the School Board 's affairs have been put in the hands of a receiver;
- vi. the School Board has failed to obtain the approval of the County where required by this Agreement or applicable Head Start regulations;
- vii. the School Board has failed to provide "adequate assurances" as required below;
- viii. the School Board has failed in the representation of any warranties stated herein;
- ix. the School Board fails to comply with the Public Records Law;
- x. the County has determined the School Board's performance or nonperformance has resulted in a deficiency as defined pursuant to 641A(c)(1)(A), (C), or (D) of the Act;
- xi. the School Board fails to establish, utilize, and analyze children's progress on agency-established School

- Readiness goals;
- xii. the School Board scores below minimum thresholds in the Classroom Assessment Scoring System: Pre-K (CLASS) domains or in the lowest 10 percent in any of the three domains of the agencies monitored in a given year unless the average score is equal to or above the standard of excellence;
  - xiii. the School Board has a revocation of a license to operate a center or program;
  - xiv. the School Board has a suspension or termination from another state or federally funded program;
  - xv. the School Board receives a debarment from receiving federal or state funds or disqualified from the Child and Adult Care Food Program; or
  - xvi. the School Board has an audit finding of at risk for "a going concern."

**Adequate Assurances:** When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the School Board's ability to perform the Work or any portion thereof, the County may request that the School Board, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the School Board's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the School Board for portions of the Work which the School Board has not performed. In the event that the School Board fails to provide to the County the requested assurances within the prescribed timeframe, or the County is not sufficiently reassured by the School Board's response provided, the County may treat such failure or insufficient reassurance as a repudiation and/or material breach of this Agreement and resort to any remedy for breach provided herein or at law.

#### **ARTICLE 21 NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the County, the County shall notify the School Board (the "Default Notice"), specifying the basis for such default. The County shall, except for life and safety issues, allow the School Board 15 business days to rectify the default, or, in the discretion of the County, to provide a plan to rectify the default to the County's reasonable satisfaction. The County may grant an additional cure period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the School Board has commenced curing such default and is effectuating a cure with diligence and continuity during the specified cure period. In the event the School Board fails to cure a default and the County suspends payment for the Program, the School Board may risk non-repayment of funds for its continued operation of the Program and shall cease using the County logo in connection with its Program.

#### **ARTICLE 22 REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the School Board shall be liable for all liabilities, claims, and damages resulting from the default. The County reserves the right to bring any suit or proceeding for specific performance or for an injunction. The School Board reserves the right to pursue any remedies available under law.

#### **ARTICLE 23 PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The School Board 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) Subject to the limits of section 768.28, F.S., if applicable, the School Board 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 School Board at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County, subject to the limitations under section 768.28, F.S., if applicable, and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) 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 School Board 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 School Board's expense, the rights provided under this Agreement to use the item(s).
- e) The School Board 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

School Board shall enter into agreements with all suppliers and Subcontractors at the Contractor'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.

#### **ARTICLE 24 CONFIDENTIALITY**

- 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 School Board or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for 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 School Board 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 School Board 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 Delegate Agency 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 School Board 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 School Board agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) 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 School Board shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the School Board 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 School Board shall accompany such materials.

#### **ARTICLE 25 PROPRIETARY INFORMATION**

The School Board 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 School Board 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 (the "Computer Software"). All third-party license agreements must also be honored by the School Board and its 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 School Board's employees with the approval of the lessor or School Board's thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The School Board will report to the County any information discovered or which is disclosed to the School Board 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 School Board's authority to prevent improper use, disclosure, or removal.

#### **ARTICLE 26 PROPRIETARY RIGHTS**

- a) The School Board 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 School Board hereunder or furnished by the School Board to the County and/or created by the School Board for delivery to the County, even if unfinished or in process, as a result of the Services the School Board performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the School Board as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The School Board shall not, without the prior written consent of the County, use such documentation on any other project in which the School Board or its employees, agents, Subcontractors, or suppliers are



or may become engaged. Submission or distribution by the School Board 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 Developed Works shall become the property of the County. Accordingly, neither the School Board 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 Delegate Agency, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the School Board's performance hereunder.
- c) Except as otherwise provided in subsections a and b above, or elsewhere herein, the School Board 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 School Board 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 27 VENDOR REGISTRATION/CONFLICT OF INTEREST**

### **a) Vendor Registration**

The School Board shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes School Board's "County Vendor Number." To comply with section 119.071(5), 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:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The School Board confirms its knowledge of and commitment to comply with the following:

- |  |   |
|--|---|
| <p>1. <b><i>Miami-Dade County Ownership Disclosure Affidavit</i></b><br/>(Section 2-8.1 of the Code of Miami-Dade County)</p>                    | <p>7. <b><i>Miami-Dade County Code of Business Ethics Affidavit</i></b><br/>(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)</p>              |
| <p>2. <b><i>Miami-Dade County Employment Disclosure Affidavit</i></b><br/>(Section 2.8.1(d)(2) of the Code of Miami-Dade County)</p>             | <p>8. <b><i>Miami-Dade County Family Leave Affidavit</i></b><br/>(Article V of Chapter 11 of the Code of Miami-Dade County)</p>                             |
| <p>3. <b><i>Miami-Dade County Employment Drug-free Workplace Certification</i></b><br/>(Section 2-8.1.2(b) of the Code of Miami-Dade County)</p> | <p>9. <b><i>Miami-Dade County Living Wage Affidavit</i></b><br/>(Section 2-8.9 of the Code of Miami-Dade County)</p>  |
| <p>4. <b><i>Miami-Dade County Disability and Nondiscrimination Affidavit</i></b><br/>(Section 2-8.1.5 of the Code of Miami-Dade County)</p>      | <p>10. <b><i>Miami-Dade County Domestic Leave and Reporting Affidavit</i></b> (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)</p>  |
| <p>5. <b><i>Miami-Dade County Debarment Disclosure Affidavit</i></b><br/>(Section 10.38 of the Code of Miami-Dade County)</p>                    | <p>11. <b><i>Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit</i></b><br/>(Section 448.095, of the Florida State Statutes)</p> |
| <p>6. <b><i>Miami-Dade County Vendor Obligation to County Affidavit</i></b><br/>(Section 2-8.1 of the Code of Miami-Dade County)</p>             | <p>12. <b><i>Miami-Dade County Pay Parity Affidavit</i></b><br/>(Resolution No. R-1072-17)</p>  |

13. ***Miami-Dade County Suspected Workers' Compensation Fraud Affidavit***  
*(Resolution No. R-919-18)*
14. ***Office of the Inspector General***  
*(Section 2-1076 of the Code of Miami-Dade County)*
15. ***Small Business Enterprises***  
*The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.*
16. ***Antitrust Laws***  
*By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.*

**b) Conflict of Interest and Code of Ethics**

Section 2-11.1(d) of the 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 Ethics 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. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1(y) of the Code, the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction, and enforce the Conflict of Interest and Code of Ethics Ordinance.

**ARTICLE 28 INSPECTOR GENERAL REVIEWS****Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County shall have the right but not the obligation to retain the services of an independent private sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the School Board and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with contract specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process, including but not limited to, project design, establishment of bid specifications, bid submittals, activities of School Board, its officers, agents and employees, lobbyists, County staff and elected officials.

The Contractor shall make all requested records and documents available to the IPSIG for inspection and copying upon request.

The IPSIG shall have the right to examine all documents and records in the School Board's possession, custody or control which, in the 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 from and with successful and unsuccessful subcontractors and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents; back-charge documents; all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the School Board, its officers, agents and employees. The School Board shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the School Board in connection with the performance of the contract. Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code, 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 cost of the audit for this Contract which is one quarter of one percent (0.25%) will not apply to this Contract.

**Exception:** The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and 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 IPSIGs 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 Delegate Agency, 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 Delegate Agency from the Inspector General or IPSIG retained by the Inspector General, the Delegate Agency 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 Delegate Agency'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 form and which 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 29 FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**

As applicable, School Board shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code, "Domestic Leave".
- i) Section 21-255 of the Code, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) Section 448.07, Florida Statutes, "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code (§ 11A-1 et seq.) "Discrimination".
- m) Chapter 22 of the Code (§ 22-1 et seq.) "Wage Theft".
- n) Chapter 8A, Article XIX, of the Code (§ 8A-400 et seq.) "Business Regulations".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".
- r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- s) Americans with Disabilities Act of 1990 (and related Acts and regulations)
- t) Executive Order No. 11246 entitled, "Equal Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Relations (41 CFR, Part 60),
- u) the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of the Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders and laws relating to people with disabilities.

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the School Board is certifying that the School Board is in compliance with, and will continue to comply with, the provisions of items "a" through "u" above.

The School Board shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed

on the County or School Board for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the School Board. The Program Manager shall verify the certification(s), license(s), and permit(s) for the School Board prior to authorizing Work and as needed.

Note: Failure to provide the required licenses and/or certificates prior of execution of the contract may result in termination of the Agreement.

Notwithstanding any other provision of this Agreement, School Board 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 School Board, constitute a violation of any law or regulation to which School Board is subject, including but not limited to laws and regulations requiring that School Board conduct its operations in a safe and sound manner.

### **ARTICLE 30 NONDISCRIMINATION**

During the performance of this Contract, School Board agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants 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 School Board 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 Delegate Agency or any owner, subsidiary or other firm affiliated with or related to the School Board 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 School Board submits a false affidavit pursuant to this Resolution or the School Board violates the Act or the Resolution during the term of this Contract, even if the School Board was not in violation at the time it submitted its affidavit.

### **ARTICLE 31 CONFLICT OF INTEREST**

The School Board 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 award of this Agreement.
- b) This Agreement is entered into by the School Board 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 School Board, directly or indirectly in any manner whatsoever, in the execution or the performance of this Agreement, or in the Services, to which this Agreement relates or in any portion of the revenues; or
  - ii. is an employee, agent, advisor, or consultant to the School Board or to the best of the School Board's knowledge any Subcontractor or supplier to the School Board.
- c) Neither the School Board nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the School Board shall have an interest which is in conflict with the School Board'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 School Board 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 School Board 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, School Board shall promptly bring such information to the attention of the Program Manager. School Board shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions School Board receives from the Program Manager regarding

remedying the situation.

- f) No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

### **ARTICLE 32 COMMUNICATIONS OR PROGRAM VISITS BY STATE, FEDERAL OR OTHER PUBLIC OFFICIALS**

School Board shall provide advance notice to the Program Manager of all visits by and communications with public officials (excluding School Board Members), state or federal representatives, or similar such personnel to/with the Delegate that relates to the Head Start/Early Head Start Program funded by the County. If the visit is related to the Head Start/Early Head Start Program funded by the County, a CAHSD representative must be invited to said visit.

### **ARTICLE 33 MARKETING, PUBLICITY, PRESS RELEASE AND OTHER PUBLIC COMMUNICATION**

#### **Marketing and Publicity**

School Board shall distribute a news release, previously approved by the County, to local news media outlets announcing it has been awarded funding by Miami Dade County Community Action and Human Services Department (CAHSD) Head Start/Early Head Start Program. School Board shall prominently place a Miami Dade County CAHSD Head Start/Early Head Start sign decal on the main entry door or front window of each of its County-funded site locations (unless such placement of signage is specifically prohibited by Provider's lease).

School Board shall display the official Miami Dade County Logo on the home page of its website (if Provider maintains a website) and link it to the Miami Dade County Head Start / Early Head Start website ([www.miamidade.gov/headstart](http://www.miamidade.gov/headstart)); or, if the Delegate maintains another page on its website that displays the names and logos of its funding partners, School Board shall include the official Miami Dade County logo on that page and link it to the Miami Dade County Head Start/Early Head Start website ([www.miamidade.gov/headstart](http://www.miamidade.gov/headstart)). If the funded delegate is part of a larger entity, such as a university, the logo may be placed on the web page dedicated to that program on the Delegate's website. School Board shall in addition include the following paragraph, along with the logo, on the web page dedicated to the program funded by this Contract, or elsewhere on its website (in English/Spanish or English/Haitian Creole or all three languages, depending upon population served):

English:

The School Board's Head Start/Early Head Start services are funded by the Miami-Dade County CAHSD Head Start/Early Head Start Program.

Español:

El Programa de Head Start/Early Head Start de la Junta Escolar está financiado por el Condado Miami-Dade.

Kreyol:

Se konte Miami Dade ki fon pwogram Head Start/Early Head Start ki nan lekòl Piblik.

The School Board agrees that all program services, activities and events funded by this Contract shall recognize Miami Dade County CAHSD Head Start/Early Head Start as a funding source in any and all publicity, public relations and marketing efforts/materials created under its control on behalf of the program.

#### 1. COMMUNICATION WITH MEDIA/NEWS OUTLETS

School Board shall request that all media representatives, when inquiring with School Board about the program services, activities and events funded by this Contract, recognize Miami Dade County CAHSD Head Start/Early Head Start as the primary funding source.

#### 2. VIDEO

School Board agrees that any video it produces that depicts activities, services and events funded by this Contract shall include a full-screen graphic at its end recognizing Miami-Dade County CAHSD Head Start/Early Head Start as the primary funding source.

#### 3. SOCIAL MEDIA

If Delegate Agency, Center, and/or school maintains social media accounts, they shall:

- a) Post an update on its social media accounts (e.g., Facebook, Twitter, Instagram, etc.) announcing it has been awarded a funding contract by Miami-Dade County CAHSD Head Start/Early Head Start Program, and tag Miami Dade County's CAHSD @305CAHSD profile on those social media networks. If Miami Dade County CAHSD does not have a profile on a particular social media network, the post should link back to [www.miamidade.gov/headstart](http://www.miamidade.gov/headstart).
- b) State it is funded by Miami-Dade County CAHSD Head Start/Early Head Start on all of its social media networks' "About"

sections.

- c) Tag and/or mention Miami Dade County CAHSD Head Start/Early Head Start on all posts related to services, activities and events funded by this Contract.
- d) List Miami Dade County Head Start/Early Head Start @305CAHSD page under "Liked by This Page" on its Facebook page (if the Delegate maintains a Facebook page).
- e) Follow the Miami Dade County CAHSD's Twitter account (if Delegate Agency maintains a Twitter account).

#### 4. PRINTED MATERIALS

- a) School Board shall ensure that any and all printed materials it creates for program services, activities and events funded by this Contract, including, but not limited to, newsletters, news releases, brochures, fliers, advertisements, signs/banners, letters to program participants and/or their parents/guardians, or any other materials released to the media or general public, shall state that these program services, activities and events are funded by Miami Dade County CAHSD Head Start/Early Head Start.
- b) Further, School Board shall also employ the use of the appropriate Miami Dade County logo and/or language as stated above when recognizing said funding in any and all printed materials.
- c) Proofs of all printed material referenced herein must be submitted to Miami Dade County CAHSD department (headstartinfo@miamidade.gov) for approval prior to production/printing and release/distribution.
- d) School Board agrees to deliver to Miami Dade County CAHSD Head Start/Early Head Start, without charge, at least three (3) copies of any and all printed materials it creates for program services, activities and events funded by this Contract.

#### **Press Release and Other Communications**

School Board shall seek the prior written consent of the County to:

- 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. 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 or inaccurate; and

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 Work to be performed hereunder except upon prior written approval and instruction of the County; and

- b) Except as may be required by law, the School Board and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by School Board or such parties has been approved or endorsed by the County.

#### **ARTICLE 34 BANKRUPTCY**

The County may terminate this Contract, if, during the term of any contract the School Board has with the County, the School Board 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 School Board under federal bankruptcy law or any state insolvency law.

#### **ARTICLE 35 LIENS**

The School Board is prohibited from placing a lien on County property. Similarly, the County is prohibited from placing a lien on School Board's property. This prohibition shall apply to all Subcontractors of the respective parties.

#### **ARTICLE 36 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

Public Records - For purposes of this section, the term "public records" shall mean all documents, papers, letters, electronic communications, maps, books, tapes, photographs, films and video recordings, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received, pursuant to law or ordinance or in connection with the transaction of official business by the County, including this Contract and the Services provided thereunder.

Pursuant to section 119.0701, the School Board shall:

1. Keep and maintain public records required by the County to perform the services under this Contract.
2. Upon request from the COUNTY, provide the COUNTY or public with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the services under this Agreement, if the Delegate Agency does not transfer the records to the COUNTY.

4. Upon completion of the Contract, transfer, at no cost, to the COUNTY all public records in possession of Delegate Agency or keep and maintain public records required by the COUNTY to perform the service. If the Delegate Agency transfers all public records to the COUNTY upon completion of this Agreement, the Delegate Agency shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. If the Delegate Agency keeps and maintains public records upon completion of the Contract, the delegate Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided the COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the COUNTY's information technology systems.

**IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, [ISD-VSS@MIAMIDADE.GOV](mailto:ISD-VSS@MIAMIDADE.GOV), 111 NW 1<sup>st</sup> STREET, SUITE 1300, MIAMI, FLORIDA 33128.**

Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement. Additionally, a delegate agency that fails to provide public records as required by law, within a reasonable amount of time may be subject to penalties under section 119.10, Florida Statutes. In the event the School Board fails to meet any of these provisions or fails to comply with Florida's Public Records laws, the School Board shall be responsible for indemnifying the COUNTY in any resulting litigation, including all final appeals, subject to limitations of section 768.28, F.S., if applicable, and the School Board shall defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records laws.

**ARTICLE 37 INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION**

As part of the Underlying Agreement, it is necessary for the School Board to have access to certain information ("Information"), some of which may constitute Protected Health Information ("PHI").

The School Board shall protect the privacy and provide for the security of PHI, including, but not limited to, electronic PHI, disclosed to the School Board pursuant to the Underlying Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), regulations promulgated thereunder by the United States Department of Health & Human Services (the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009, Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 ("HITECH Act"), and other applicable laws, to the extent that they are not preempted by HIPAA, the HIPAA Regulations or the HITECH Act. The Parties to the Underlying Agreement are committed to complying with the Standards for Privacy and Security of Individually Identifiable Health Information under HIPAA, the HIPAA Regulations, and the HITECH Act.

1. **Definitions.** Terms used, but not otherwise defined in this section shall have the same meaning as those terms found in HIPAA and the HIPAA Regulations.
  - a. "Protected Health Information" or "PHI" means any information, whether transmitted or maintained in any form or medium: (i) that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 160.103. [45 CFR Parts 160, 162 and 164].
  - b. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 160.103. [45 CFR Parts 160, 162 and 164].
  - c. "Electronic Media" shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 160.103.
  - d. "Security Incident" shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but



not limited to, 45 CFR § 164.304.

- e. "Subcontractor" shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but limited to, 45 CFR § 160.103.
- f. "Required by Law" shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.103 and 45 CFR § 164.512(a).
- g. "Minimum Necessary" shall have the same meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.502(b) and 45 CFR § 164.512(d).

## 2. Obligations of School Board.

- a. Permitted Uses and Disclosures. School Board may use and/or disclose PHI received by School Board pursuant to the Underlying Agreement ("PHI") solely in accordance with the specifications set forth in Attachment A, which is incorporated herein by reference.
- b. Nondisclosure. School Board shall not use or further disclose PHI other than as permitted by the underlying Agreement, or as required by law.
- c. Safeguards. School Board shall use appropriate safeguards, and comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to ePHI, to prevent use or disclosure of PHI in a manner other than as provided in the Agreement. [45 CFR § 164.504(e)(2)(ii)(B)]. School Board shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the School Board's operations and the nature and scope of its activities. Appropriate safeguards used by School Board shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted as part of the Program. [45 CFR § 164.314(a)(2)(i)(A)]. The County has, at its sole discretion, and through its Risk Management Department, the option to audit, including inspect, School Board's safeguards at any time during the life of the Agreement, upon reasonable notice being given to School Board for production of documents and coordination of inspection(s).
- d. Reporting of Disclosures. School Board shall report to County's Program Manager any use or disclosure of PHI in a manner other than as provided in this Agreement. [45 CFR § 164.504(e)(2)(ii)(C)]. Associate shall report to Program Manager of any Security Incident of which it becomes aware, including breaches of unsecured PHI within five (5) business days after the discovery of the incident. Such report shall identify the information that has been or is reasonably believed to have been inappropriately used or disclosed; state the date(s) of the inappropriate use or disclosure and its discovery; describe the steps taken to investigate the inappropriate use or disclosure, mitigate its effects, prevent future inappropriate uses or disclosures; and provide to the County any other available information that the County may need to assess the violation and/or to include in the breach notification to the individual. [45 CFR § 164.404(c); 45 CFR § 164.314(a)(2)(i)(C)].
- e. School Board Agents and Subcontractors. School Board agrees and shall ensure that any agents, including Subcontractors, to whom it provides PHI or ePHI received from, or created or received by School Board, agree in writing to the same restrictions and conditions that apply to School Board with respect to such PHI and that such agents conduct their operations within the United States. School Board agrees and shall ensure that any agents, including Subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of School Board, agrees in writing to implement appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.502(e)(1)(ii) and 45 CFR § 164.314(a)(2)(i)(B)].
- f. Documentation of Disclosures. School Board agrees to document disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. School Board agrees to provide the County or an individual, within ten (10) days of the receipt of the request, information collected in accordance with the Underlying Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528].
- g. Mitigation. School Board agrees to mitigate, to the extent practicable, any harmful effect that is known to School Board of a use or disclosure of PHI by School Board in violation of the requirements of this Agreement.

- h. Notification of Breach. During the term of this Agreement, School Board shall notify the Program Manager and provide written notice no later than five (5) business days after the discovery of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. School Board shall take: (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- i. Expenses. Any and all expenses incurred by School Board in compliance with the terms of this Agreement or in compliance with the HIPAA Regulations shall be borne by School Board.
- j. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between School Board and the County and are intended only for their benefit. Neither party intends to create or establish any third party beneficiary status or right, or the equivalent thereof, in any other third party shall have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

### **ARTICLE 38 VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)**

By entering into this Contract, the School Board becomes obligated to comply with the provisions of section 448.095, Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the School Board effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the School Board may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the School Board, the School Board may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

### **ARTICLE 39 BACKGROUND SCREENING**

1. School Board shall abide by all background screening and employment requirements of the Head Start Program, including but not limited to HSPPS, Part 1302.90 and 42 U.S.C. 9843a, requiring interviews and verification of references of individuals seeking employment with the Head Start Program; and
2. Shall ensure that employees, subcontracted personnel and volunteers who work with vulnerable persons, including children, satisfactorily complete and pass Level 2 background screening and local law enforcement screening before working with vulnerable persons, including children. Provider shall furnish the County with proof that employees, subcontracted personnel and volunteers, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time. Any person with positive response(s) to any of the enumerated charges as defined in Level 1 and Level 2 background checks shall not work with children or youths. All employee personnel files shall reflect the initiation and completion of the required background screening checks. If the Provider fails to furnish to the County proof that an employee, subcontractor or volunteer's Level 2 background screening was satisfactorily passed and completed prior to that employee, subcontractor or volunteer working with a vulnerable person or vulnerable persons including children, the Delegate Agency's Contract may be subject to termination and revocation of funding at the sole discretion of the County.
3. An Affidavit of Good Moral Character shall be completed and notarized for each employee, volunteer and subcontracted personnel upon hiring.
4. All employee personnel files shall reflect the initiation and completion of the required background screening checks.
5. Upon execution of a contract, the School Board shall furnish the Head Start Program with proof that background screening Level 2 was completed. If the School Board fails to furnish to the HS Program Director proof that background screening Level 2 was completed and Level 2 was not initiated prior to working directly with client youths, the County shall not disburse any further funds and the contract may be subject to termination at the discretion of the County.
6. School Board shall retain all records demonstrating compliance with the background screening required herein for not less than three (3) years beyond the last date that all applicable terms of the contract have been complied with and final payment has

been received and appropriate audits have been submitted to and accepted by the appropriate entity.

#### **ARTICLE 40 GENERAL PROVISIONS**

- a. This Agreement, including attachments and appendices 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 the Parties.
- b. 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.
- c. 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 in Miami-Dade County.
- d. 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.
- e. In those situations where this Agreement imposes an indemnity obligation on the School Board, 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 School Board fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Delegate Agency.
- f. 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.
- g. 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 School Board 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.
- h. 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) Appendix A, 3) Appendix B, C and any associated addenda and attachments thereof.

#### **ARTICLE 41 TOTALITY OF AGREEMENT**

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

Appendix A: Scope of Services

Appendix B: Budget Forms

Appendix C: Lease Agreement

(Signatures on Following Page)

**IN WITNESS WHEREOF**, the COUNTY and the DELEGATE AGENCY have caused this contract to be executed by their respective and duly authorized officers as of the day and year first hereinabove written

The School Board of Miami-Dade County

Miami-Dade County

By:

By: \_\_\_\_\_

\_\_\_\_\_  
Alberto M. Carvalho  
Superintendent of Schools  
Date:

Name: Daniella Levine Cava

Title: Mayor

TO THE SCHOOL BOARD:  
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Date: \_\_\_\_\_

By:

Attest: \_\_\_\_\_

\_\_\_\_\_  
School Board Attorney

RECOMMENDED BY:

Clerk of the Board

\_\_\_\_\_  
Chief Academic Officer

Approved as to form and legal sufficiency

APPROVED AS TO RISK MANAGEMENT  
ISSUES:

\_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Office of Risk Management

## APPENDIX A – SCOPE OF SERVICES

The School Board shall provide the following tasks and services and agrees to comply with the following requirements:

### **ARTICLE 1 GENERAL REQUIRED SERVICES**

1. Operate a Head Start Program (Program), to include Head Start (HS) and/or Early Head Start (EHS) services, as applicable, that focuses on the delivery of comprehensive early childhood care and education services for pregnant women, infants and toddlers (birth – three year old) and/or pre-school aged children (three - 5 year old) of low income families.
2. Administer the Program in compliance with all applicable federal, state, and local laws, regulations, rules and guidance, including, but not limited to the Head Start Act (the Act), 42 U.S.C. Section 9831, et seq.; the Head Start Program Performance Standards (HSPPS); notices and instructions as promulgated by the U.S. Department of Health and Human Services (DHHS) Administration for Children and Families (ACF); Code of Federal Regulations (CFR), Title 45 Parts 1301,1302, 1303, 1304,1305, as may be amended; Title 41 U.S.C Section 4712; Florida Statutes (Section 402.301-402; Section 435-452; Section 120.60); Florida Administrative Code (Chapter 65C-22; Chapter 64E-11). The School Board reserves the right not to implement policies and procedures that contradict federal or state law. The School Board may follow and implement School Board policy only to the extent such policy is not inconsistent with or more lenient than federal or state or local law or regulations.
3. Abide by the Miami-Dade County Head Start Program Policies and Procedures, found through Microsoft Teams and/or ChildPlus as may be amended, which are incorporated herein by reference.
4. The approved Program services shall provide a minimum of six (6) hours and fifty (50) minutes of direct instructional child contact, per day, for 180 days, in accordance with the Miami-Dade Community Action and Human Services (CAHSD) Head Start schedule, which is subject to change. The approved Early Head Start Program services shall provide a minimum of nine (9) hours of direct instructional child contact, per day, for a minimum of 46 weeks, approximately 215 days, in accordance with the CAHSD Early Head Start schedule, which is subject to change. Holidays and teacher workdays will be observed following the Miami-Dade County CAHSD Head Start/Early Head Start schedule. Any variation from this schedule must receive prior written approval from the Program Manager. Delegate agencies requesting to serve children for less than the stipulated hours may receive an adjusted cost per child.
5. Establish a Quality Assurance (QA) Program which ensures School Board compliance with HSPPS.
6. Administer the Program in the areas identified by Miami Dade County's Community Assessment, as approved by the County. A copy of the 2020 Community Assessment can be viewed at [www.miamidade.gov/socialservices](http://www.miamidade.gov/socialservices)
7. Ensure that the majority of the School Board's funded slots are occupied by children within the targeted geographic areas being serviced.

### **ARTICLE 2 HUMAN RESOURCE MANAGEMENT**

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1302: Program Operations, Subpart I: Human Resources, as may be amended.
2. Maintain and update the School Board's personnel policies and procedures incorporating the requirements as specified in HSPPS Part 1302.90 (Personnel Policies), which includes, but is not limited to, establishing a Head Start Policy Committee to approve the process for hiring, promotion, demotion, and dismissal of Head Start funded staff (including contractual).
3. Submit all School Board staff/teacher resumes and educational credentials to the County for review and approval prior to hiring staff or within 15 days of hire. Failure to follow these procedures will result in the disallowance, by the County, for personnel costs and any other indirect costs for those persons not approved by the County.
4. Ensure that staff attend all mandatory meetings, including training and technical assistance meetings, monthly Executive Director's Meetings, and service area meetings, along with all other entities contracting with the County to provide Head Start/Early Head Start services, in order to enhance the delivery of comprehensive, integrated services. The County will provide the School Board with a 72-hour advance notice of upcoming Executive Director's meetings unless it becomes necessary to call an emergency meeting, in which case as much advance notice will be given to the School Board as reasonably possible. The School Board's Program Coordinator or designee, shall maintain a 100% attendance rate at and participate in the monthly Executive Director's meetings and the annual Program Governance training.

5. Ensure that all staff paid with Head Start and Early Head Start Program funds, entirely or partially, attend the annual Pre-Service Training Conference, Infant and Toddler Conference, New Staff Orientation, and In-Service staff development trainings to include the Classroom Assessment Scoring System (CLASS), and all other mandatory trainings and meetings identified by the County.. School Board staff shall not be required to attend professional development sessions sponsored by the County during the School Board's approved recess or opt teacher planning days, except for the mandatory annual Pre-Service Training Conference, the Infant and Toddler Conference, and the HS/EHS New Staff Orientation, as noted above.
6. Failure by the School Board to adhere to the 100% mandatory attendance requirements contained herein could result in default, unless documentation is provided for any duly excused staff absence. In the case of a duly excused staff absence, the School Board must ensure staff who did not attend mandatory training sessions offered by the County attend make up sessions and complete the training requirements set forth in the HSPPS.
7. Curriculum specialists/coaches, as appropriate, shall obtain and maintain a current Classroom Assessment Scoring System (CLASS) reliability certificate to conduct observations in all programs overseen by the curriculum specialist/coach, using the data from the assessment to identify the teaching teams' strengths, areas of growth and those in need of intensive supports. Curriculum specialists/coaching staff shall also provide monthly intentional coaching to include developing professional goals, observation, feedback, modeling of developmentally appropriate classroom practices and resource materials. All coaching shall include practice-based and selected coaching enhancement strategies, align with the program's school readiness goals, and curriculum and professional development plan. The curriculum specialist/coach will provide ongoing communication to the program director, grantee education staff, and any other relevant staff.
8. Ensure that all Program teachers meet the requirements of HSPPS Part 1302.91 (e) (1-3).
9. Ensure two paid and properly credentialed staff persons (a teacher and a teacher assistant or two teachers) for each classroom that meet the qualifications, as specified in 45 CFR Part 1302.91 (e) (1-3), to instruct and supervise the children enrolled in the Program. All Head Start teachers must have a minimum of an Associate Degree in Child Development or Early Childhood Education, equivalent coursework, or otherwise meet the requirements of section 648(A)(a)(3)(B) of the Act. All teacher assistants must have at least a child development associate (CDA) credential or a state-awarded certificate that meets or exceeds the requirements for a CDA credential; or are enrolled in a program that will lead to an associate or baccalaureate degree; or are enrolled in a child development associate (CDA) credential program to be completed within two years of the time of hire. Ensure that all Early Head Start teachers providing direct services to infants and toddlers and families in Early Head Start centers have a minimum of a CDA credential or comparable credential, and have been trained or have equivalent coursework in early childhood development with a focus on infant and toddler development.
10. At least 50% of the Head Start teachers shall possess, at a minimum, a Baccalaureate, or advanced degree in early childhood education; or a Baccalaureate or advanced degree in child development, early childhood education, or equivalent coursework.
11. Ensure that staff who serve as education managers or coordinators, and curriculum specialists/coaches, hired after November 7, 2016 or transferred to the HS/EHS Program after November 7, 2016, have the capacity to offer assistance to other teachers in the implementation and adaptation of curricula to the group and individual needs of children in a Head Start or Early Head Start classroom; and have a baccalaureate or advanced degree in early childhood education; or a baccalaureate or advanced degree and equivalent coursework in early childhood education with early education experience teaching experience in accordance with Section 648A(a)(2)(B)(i) of the Act and HSPPS Part 1302.91(d)(2).
12. Ensure that staff who serves as a disabilities coordinator or in disabilities management hired after November 7, 2016, have, at a minimum, a baccalaureate degree, in the discipline they oversee, including early childhood development, and special education services for children in accordance with HSPPS Part 1302.91 (d)(1).
13. In accordance with HSPPS Part 1302.101, the School Board shall ensure that their program, fiscal, and human resources management structure is sufficient to provide effective management and oversight of all program areas and fiduciary responsibilities to enable delivery of high quality services and all of the program services described in subparts C, D, E, F, G, and H of the HSPPS.
14. The School Board shall ensure that staff, consultants, and contactors engaged in the delivery of program services have sufficient knowledge, training, experience, and competencies necessary to fulfill the roles and responsibilities of their positions and to ensure high-quality service delivery in accordance with HSPPS Part1302.91(a).

15. In accordance with HSPPS Part 1302.91(b), employ an Early Head Start and/or Head Start Delegate Agency Director with demonstrated skills and abilities in a management capacity relevant to human services program management. And each delegate must ensure that an Early Head Start or Head Start director hired after November 7, 2016, has, at a minimum, a baccalaureate degree and experience in supervision of staff, fiscal management, and administration.
16. Ensure staff hired after November 7, 2016, who work directly with families on the family partnership process have within eighteen months of hire, at a minimum, a credential or certification in social work, human services, family services, counseling or a related field in accordance with the HSPPS Part 1302.91(7).
17. Ensure health procedures are performed only by a licensed or certified health professional and that all mental health consultants are licensed or certified mental health professionals and that mental health consultants have knowledge of and experience in serving young children and their families in the community.
18. Employ Nutrition Coordinator or consultants to support nutrition services who are registered dietitians, licensed by the State of Florida, Department of Health with appropriate qualifications.
19. In accordance with HSPPS Part 1302.91(c), each Delegate Agency must assess staffing needs in consideration of the fiscal complexity of the organization and applicable financial management requirements and secure the regularly scheduled or ongoing services of a fiscal officer with sufficient education and experience to meet their needs. A program must ensure a fiscal officer hired after November 7, 2016 is a certified public accountant or has, at a minimum, a baccalaureate degree in accounting, business, fiscal management, or a related field. The School Board shall ensure that a qualified fiscal officer and other management staff (i.e., licensed mental health consultant, etc.) and all other staff have the required license(s) and/or credentials needed for their position in accordance with applicable laws and regulations and have experience relevant to their positions.
20. Ensure all staff, consultants, contractors, subcontractors, and volunteers abide by the program's standards of conduct, which include, but are not limited to refraining from using corporal punishment, isolation to discipline a child, withholding food as a punishment/reward, or physically abuse of a child, in accordance with HSPSS Part 1302.90(c)(1).
21. Ensure staff and program consultants or contractors are familiar with the ethnic backgrounds and heritages of families in the Program and are able to serve and effectively communicate, either directly or through interpretation and translation, with children who are dual language learners and to the extent feasible, with families with limited English proficiency, in accordance with HSPPS Part 1302.90(d).
22. Comply with HSPPS Part 1302.90(d)(2), requiring that if a majority of children in a class or home-based program speak the same language, at least one class staff member or home visitor must speak such language.

**ARTICLE 3 ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT, ATTENDANCE AND PROGRAM STRUCTURE**

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures Part 1302: Program Operations, Subpart A, B, and H, as may be amended.
2. Ensure staff use the County's online and paper-based application system to assist families in applying for the Program.
3. Maintain the funded enrollment level from the start of the Program Year, and fill any vacancy as soon as possible. When a vacancy exists, no more than 30 calendar days may lapse before the vacancy is filled (refer to HSPPS, Part 1302.15(a)).
4. Develop and implement a recruitment process designed to actively inform all families with eligible children within the recruitment areas of the availability of Program services (Refer to HSPPS, Part 1302.13). Submit an Annual Recruitment Plan and proof of implementation to the County.
5. Input classroom attendance into ChildPlus and follow-up and document absences on a daily basis. For children who unexpectedly do not arrive at their usual time, center staff must make an attempt to contact the parent/guardian within one hour of usual arrival time.
6. Track attendance for each child and implement strategies to promote attendance by providing information about the benefits of regular attendance and supporting families to promote the child's regular attendance. This may include conducting a home visit or other direct contact with parents if child has had multiple unexplained absences.

7. Once confirmation has been received that the child is not returning to the program, consider the child's slot vacant and fill the slot with a new or transferred child, in coordination with the County.
8. Provide the County with its eligibility, recruitment, selection, enrollment and attendance requirements and procedures as specified in HSPPS Part 1302 Subpart A.
9. Maintain eligibility determination records as required by HSPPS Part 1302.12(k).
10. Afford priority for selection and enrollment to children transferring within the County's Head Start and Early Head Start Program.
11. Provide a written plan outlining the policies and procedures for including children with disabilities in accordance with the Americans with Disabilities Act (ADA) of 1990 (<http://www.ada.gov>) and the Individuals with Disabilities Education Act (IDEA).
12. Maintain a minimum of ten percent (10%) of the School Board's enrollment for children who have disabilities and provide disability services in accordance with HSPPS Part 1302 Subpart F.
13. Provide services to groups of children in the Program, in a separate classroom, with adequate square footage ratios per child (35 square feet per HS / EHS child exclusive of hallways, bathrooms, and office space), in accordance with HSPPS Part 1302.21(d).
14. Adequate playground square footage shall be 75 square feet per child. School Board shall ensure the square footage requirement is adequate for the number of children served.
15. In accordance with HSPPS Part 1302.21, staff-to-child ratios and group size maximums must be determined by the age of the majority of the children and the needs of the children present. The maximum number of children allowed in the classroom where the majority of children are 4 and 5 years old is 20. The maximum allowed when the majority of children are 3 year-olds is 17. A class is considered to serve predominantly 3 year-old children if more than half of the children in the class will be three years old by September 1. For Early Head Start services (ages 0 – 3), the maximum number of children allowed in a classroom is 8.
16. Operate the Head Start Program centers for a minimum of 6 hours and 50 minutes per day and Early Head Start centers for a minimum of 9 hours and 30 minutes per day. Head Start centers should operate Monday – Friday, from 8:15 a.m. to 3:05 p.m. and Early Head Start centers shall operate Monday – Friday, from 7:30 a.m. to 5:00 p.m. No center may operate for less time and no fee can be charged for this timeframe. Additional services that fall outside of this timeframe may be offered either free of charge or for a fee. If a fee is charged for after-school care during the regular Program Year or during the summer when the Program is closed, the School Board shall send a notice to the parents advising them that the service is not part of the Head Start Program Services. A copy of this letter should be submitted to the County.
17. Submit all applications of over-income children to the County for approval prior to the child entering the Program. This includes children with disabilities and children transitioning from Early Head Start into Head Start. Failure to comply will result in a reduction of reimbursement for each child not approved. The reduction will be pro-rated based on the School Board's cost per child.
18. Comply with Life Safety and Fire Prevention Codes to include State of Florida Standards for Safety.
19. Comply with HHS Regulations for transporting children on vehicles in accordance with the HSPPS Part 1302 Subpart G, if applicable.
20. Ensure that all staff have complete background checks in accordance with HSPPS Part 1302.90(b)

#### **ARTICLE 4 FISCAL AND ADMINISTRATIVE REQUIREMENTS**

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1303: Financial and Administrative Requirements, Subpart A-F, as may be amended.
2. Provide reimbursements for reasonable expenses incurred by Policy Committee members and parent activity funds for all parents, which may be reimbursable, in accordance with the HSPPS Part 1301.3(e) and Miami-Dade County rules and guidelines.



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

**ARTICLE 5 EDUCATION, CHILD DEVELOPMENT, SAFETY, AND HEALTH PROGRAM SERVICES**

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1302: Program Operations, Subpart C, D, and F, as may be amended.
2. Provide early education and childhood development and health program services as specified in HSPPS Part 1302 subpart C and D, and all other applicable laws and standards, including immunizations, medical exams, dental, sensory, behavioral and developmental screening and appropriate follow-up care, including nutrition assessments, for all Program enrolled children. The School Board shall ensure that all applicable developmental and health services documentation is incorporated into child’s folder and properly entered into the ChildPlus Information System, and shall also include appropriate meal count information.
3. Teaching and learning environments will maintain classroom ratio and group sizes in center – based sites as listed below in accordance with HSPPS Parts 1302.31 (a) & 1302.21 (a) (b) (1)(i) (ii) ;
4. Provide a daily educational program for children that is aligned with the Head Start Early Learning Outcomes Framework (ELOF), including for Children with Disabilities as specified in 45 CFR Part 1302.31, and that follows the County approved curriculum and identified research/evidence based enhancements, to include High Scope for Head Start, Creative Curriculum for Early Head Start.
5. The County reserves the right to change the curricula, to implement curriculum enhancements, to apply for and participate in research/grant projects for the Head Start and Early Head Start Program, and/or to change service delivery models (Center Based, Home Based, In-Person, or Virtual), at any time, including in the event of an emergency and/or unforeseen situation. School Board agrees to cooperate with any such research/grant project as may be requested by the County.
6. Receive prior written approval from the County for any Head Start Program curriculum enhancements, or research/ grant projects being implemented by the School Board in the Head Start/Early Head Start programs, including any parental consent forms for the same.
7. Provide and maintain learning environments to support implementation of the curriculum while ensuring age-appropriate (new/moderately used) furnishing, equipment, materials and supplies are available to support functional physical space for indoor and outdoor learning.
8. Head Start and Early Head Start classroom staff will complete a lesson plan for each segment of the implemented curricula’s daily routine to include age appropriate, high quality, organized activities and early learning experiences ensuring a focus in the developmental domains below, utilizing various individualized strategies or technology to meet the collective and or individual needs of enrolled children based on children’s assessment data in order to develop the agency’s School Readiness goals. HSPPS, Part 1302.31 (b) (1) (ii – iv)

**Early Head Start**

- Approaches to Learning
- Cognitive Development and General Knowledge
- Language, Communication, Reading and Writing
- Physical Development and Health
- Social and Emotional Development

**Head Start**

- Language,
- Literacy
- Early Math,
- Science,
- Social Studies,
- Social and Emotional Dev.
- Creative Arts
- Approaches to Learning
- Physical Development and Health

9. Classroom staff will individualize interactions based on children’s abilities and interest and implement learning strategies such as using words to describe actions, feelings or thinking to scaffold children and intentionally build their vocabulary and receptive and expressive language to build school readiness skills that promote, academic success. (Refer to HSPPS Part 1302.31(a) (b) (1) (iv)).
10. Classroom staff will administer developmental and behavioral screening for newly enrolled children within 45 calendar days of entry into the Program in accordance with HSPPS Part 1302.33.

11. Head Start teaching staff/and or assigned assessor will administer a research based speech and language screening, normed for the child's home language (when available) or translated in the child's home language, every year the child is enrolled in Head Start. Dual language children will also be administered a screening using the English screener.
12. Classroom staff will conduct ongoing assessments by observing children and recording observations of all children's abilities (including children with a disability or suspected disability), strengths, areas of growth, interest, planned and self-guided discovery experiences on the Anecdotal Note log or other recording method approved by the County's Education Manager. Classroom teaching/caregiving staff must maintain accurate and current notes in the ongoing assessment database as evidence of children's gains.
13. Disabilities management/ professionals will provide support to ensure enrolled children with disabilities, including but not limited to those who are eligible for services under IDEA, and their families, receive all applicable program services delivered in the least restrictive environment and that they fully participate in all Program activities. Actions include, but are not limited to:
  - a. reviewing screenings and assessments,
  - b. making referrals to the Local Education Agency (LEA), Local Early Steps (LES), and or community agency,
  - c. developing follow up intervention plans for children waiting eligibility determination or children that did not qualify
  - d. ensure parents understand the process of eligibility determination
  - e. support parents with registering children with the LEA, accessing Infant and Toddler Development Specialist (ITDS) services and services with community agencies.
14. Engage disabilities management/professionals to ensure individualized services and supports, and to the maximum extent possible, to meet the child's needs. Make efforts to access the child's health insurance.
15. Provide, monitor, implement and adhere to all facets of health services in accordance with HSPPS Parts 1302.40 – 1302.47, some of which are outlined below.
16. Provide high-quality health, oral health, mental health, and nutrition services that are developmentally, culturally, and linguistically appropriate and that will support each child's growth and school readiness.
17. Actively participate in the Health Services Advisory Committee (HSAC) that includes Head Start parents, professionals, and other stakeholders from the community.
18. Ensure that all health-related delegate staff attend regularly scheduled and mandatory health meetings hosted by County staff. If assigned health staff members are unable to be present, School Board must send another HS/EHS staff member and/or designee to attend on their behalf.
19. Collaborate with parents as partners in the health and well-being of their children in a linguistically and culturally appropriate manner and communicate with parents about their child's health needs and development concerns in a timely and effective manner.
20. Obtain advance authorization from the parent or legal guardian for all health and developmental procedures administered through the Program or by contract or agreement. Maintain written documentation for any refusal of authorization for health services by completing the "Refusal of Health Services" Form, found in ChildPlus. Prior to utilizing the "Refusal of Health Services Form", a multidisciplinary team (MDT) meeting should be held to discuss options for the child to receive the recommended services. Efforts to meet and discuss options must be documented in ChildPlus. Any completed parent refusal forms must be signed by the parent/guardian as well as the HS/EHS staff at the site. Signed/completed forms must be uploaded into ChildPlus as part of the child's official record and documented under the health requirement it pertains to.
21. Share with parents the policies for health emergencies that require rapid response on the part of staff or immediate medical attention. Complete and implement Individual Health Plans (IHP) for enrolled children with special health care needs that may require emergency treatment during the day.
22. Consult with parents within 30 days of enrollment to determine whether each child has ongoing sources of continuous, accessible health care – provided by a health care professional that maintains the child's ongoing health record and is not primarily a source of emergency or urgent care – and health insurance coverage.

23. Assist families in accessing a source of care and health insurance that will meet all health care needs as quickly as possible and within 30 days of the child being enrolled in the Program.
24. Make health status determinations within 90 days of enrollment based on documentation obtained from health care and oral health care professionals as to whether or not the child is up-to-date on a schedule of age-appropriate preventive and primary medical and oral health care.
25. Assist parents with making arrangements to bring the child's medical/dental status up-to-date as quickly as possible and, if necessary, directly facilitate provision of health services to bring the child up-to-date with parent consent. Efforts to assist families to meet health requirements must be minimally documented on a bi-monthly basis in ChildPlus until the medical/dental event has been brought up to date.
26. Obtain or perform evidence-based vision and hearing screenings ensuring they are completed or obtained within 45 days of enrollment into the Program. Ensure that results are documented and uploaded into the child's record in the ChildPlus data system.
27. Complete a comprehensive nutrition assessment by a registered dietitian for all newly enrolled children that identifies each child's nutritional health needs, taking into account available health information, including the child's health records, and family and staff concerns, including special dietary requirements, food allergies, and community nutrition issues as identified through the community assessment or by the Health Services Advisory Committee.
28. Ensure and assist parents and families to meet all recommended schedules of well-child and oral health care (including the state's EPSDT schedules).
29. Implement periodic observations or other appropriate strategies for program staff and parents to identify any new or recurring developmental, medical, oral, or mental health concerns. For medical and oral health concerns, ensure families follow the periodicity schedule as recommended by the American Association of Pediatrics (AAP) and the American Association of Pediatrics Dentists (AAPD). Ensure that any concerns identified by parents or staff are addressed through referral or other means of timely follow-up.
30. Facilitate, ensure, and monitor necessary oral health preventive care, treatment and follow-up, including topical fluoride treatments and further oral health treatment as recommended by the oral health professional. Efforts to assist with receiving preventative care and/or treatment must be documented minimally on a bi-monthly basis until received.
31. Facilitate further diagnostic testing, evaluation, treatment, and follow-up plan, as appropriate, by a licensed or certified professional for each child with a health concern or developmental delay, such as elevated lead levels or abnormal hearing or vision results that may affect a child's development, learning, or behavior. Efforts to assist with receiving preventative care and/or treatment must be documented minimally on a bi-monthly basis until received.
32. Develop a system to track referrals and services provided and monitor the implementation of a follow-up plan to meet any treatment needs associated with a health, oral health, social and emotional, or developmental concern. ChildPlus "dashboard" reviews must be included as part of the tracking process for all health services.
33. Assist parents, as needed, in obtaining any prescribed medications, aids or equipment for medical and oral health conditions or developmental concern (i.e., hearing aids, dental procedures, assistive technology, etc.)
34. Use Program funds for the provision of diapers and formula for enrolled children during the Program day.
35. Use Program funds for professional medical and oral health services when no other source of funding is available (payer of last resort). When Program funds are used for such services, agencies must have written documentation of their efforts to access other available sources of funding prior to using Program funds.
36. Promote effective oral health hygiene by ensuring all children with teeth are assisted by appropriate staff, or volunteers, if available, in brushing their teeth with toothpaste containing fluoride once daily. When brushing of teeth is not permitted or recommended due to health regulations, ensure that ongoing education with children and their caregivers on the importance of brushing their teeth daily and how to properly brush teeth is maintained.

37. Establish and train staff on implementation and enforcing a system of health and safety practices that ensure children are kept safe at all times. Agencies will consult Caring for our Children Basics, available at <https://eclkc.ohs.acf.hhs.gov/sites/default/files/pdf/caring-for-our-children-basics.pdf> for additional information to develop and implement adequate safety policies and practices described in this part.
38. Develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement in accordance with HSPPS Part 1302.102, that includes policies and practices to ensure all facilities, equipment and materials, background checks, safety training, safety and hygiene practices and administrative safety procedures are adequate to ensure child safety.
39. Ensure that all facilities where children are served, including areas for learning, playing, sleeping, toileting, and eating:
  - a. Meet licensing requirements in accordance with HSPPS Part 1302.21(d);
  - b. Are clean and free from pests;
  - c. Are free from pollutants, hazards, and toxins that are accessible to children and could endanger children's safety;
  - d. Are designed to prevent child injury and free from hazards, including choking, strangulation, electrical, and drowning hazards, hazards posed by appliances, and all other safety hazards;
  - e. Are well lit, including emergency lighting.
  - f. Are equipped with safety supplies that are readily accessible to staff, including, at a minimum, fully-equipped and up-to-date first aid kits and appropriate fire safety supplies.
  - g. Are free from firearms or other weapons that could endanger children.
  - h. Designed to separate toileting and diapering areas from areas for preparing food, cooking, eating, or children's activities.
  - i. Kept safe through an ongoing system of preventative maintenance.
  - j. Hold documented annual fire inspection reports and a Life Safety Operating Permit for each facility rendering Head Start Program Services.
  - k. Provide the County with the most recent inspection and permit at the time of Agreement.
  - l. Comply with the State of Florida and/or any municipality mandate to have a service site Health Inspection Certificate.
  - m. Keep on file the most recent inspection and furnish the County with a copy at the time of Agreement
40. Ensure indoor and outdoor play equipment, cribs, cots, feeding chairs, strollers, and other equipment used in the care of enrolled children, and as applicable, other equipment and materials meet standards set by the Consumer Product Safety Commission (CPSC) or the American Society for Testing and Materials, International (ASTM). All equipment and materials must at a minimum:
  - a. Be clean and safe for children's use and are appropriately disinfected;
  - b. Be accessible only to children for whom they are age appropriate;
  - c. Be designed to allow appropriate supervision of children at all times;
  - d. Allow for the separation of infants and toddlers from preschoolers during play in center-based programs; and,
  - e. Be kept safe through an ongoing system of preventative maintenance.
41. Ensure that all staff with regular child contact have initial orientation training within three (3) months of hire and ongoing training in all state, local, tribal, federal and program-developed health, safety, and child care requirements to ensure the safety of children in their care; including, at a minimum, and as appropriate based on staff roles and ages of children they work with, training in:
  - a. The prevention and control of infectious diseases;
  - b. Prevention of sudden infant death syndrome and use of safe sleeping practices;
  - c. Administration of medication, consistent with standards for parental consent;
  - d. Prevention and response to emergencies due to food and allergic reactions;
  - e. Building and physical premises safety, including identification of and protection from hazards, bodies of water, and vehicular traffic;

- f. Prevention of shaken baby syndrome, abusive head trauma, and child maltreatment;
  - g. Emergency preparedness and response planning for emergencies;
  - h. Handling and storage of hazardous materials and the appropriate disposal of bio contaminants;
  - i. Appropriate precautions in transporting children, as applicable;
  - j. First aid and cardiopulmonary resuscitation; and,
  - k. Recognition and reporting of child abuse and neglect, in accordance with the requirement of local policies and procedures.
42. Ensure all staff with no regular responsibility for or contact with children have initial orientation training within three (3) months of hire; ongoing training in all state, local, tribal, federal and program-developed health and safety requirements applicable to their work; and training in the program's emergency and disaster preparedness procedures.
43. Ensure all staff and consultants follow appropriate practices to keep children safe during all activities, including, at a minimum:
- a. Reporting of suspected or known child abuse and neglect, including that staff comply with applicable federal, state, local, and tribal laws;
  - b. Safe sleep practices, including ensuring that all sleeping arrangements for children under 18 months of age use firm mattresses or cots, as appropriate, ensuring soft bedding materials or toys **are not used** for sleeping/resting children 12 months of age and younger;
  - c. Appropriate indoor and outdoor supervision of children at all times, employing active supervision practices throughout the day;
  - d. Only releasing children to an authorized adult;
  - e. All standards of conduct described in HSPPS Part 1302.90(c).
44. Ensure all staff systematically and routinely implement hygiene practices that at a minimum ensure:
- a. Appropriate toileting, hand washing, and diapering procedures are followed and signage to encourage the appropriate hand washing and diapering procedures are posted near the area of the activity;
  - b. Safe food preparation;
  - c. Exposure to blood and body fluids are handled consistent with standards of the Occupational Safety Health Administration (OSHA).
45. Establish, follow, and practice, as appropriate, procedures for, at a minimum:
- a. Emergencies;
  - b. Fire prevention and response;
  - c. Protection from contagious disease, including appropriate inclusion and exclusion policies for when a child is ill, and from an infectious disease outbreak, including appropriate notifications of any reportable illness;
  - d. Handling, storage, administration, and record of administration of medication;
  - e. Maintaining procedures and systems to ensure children are only released to an authorized adult.
46. Establish and keep updated (annually) a disaster preparedness plan that includes all-hazards emergency management/disaster preparedness and response plans for more and less likely events including natural and manmade disasters and emergencies, and violence in or near programs.
47. Report any health and/or safety incidents in accordance with HSPPS, Part 1302.102(d)(1)(ii) and in accordance with all established local policies and procedures set forth by the grantee. Reporting for urgent and/or highly contagious infectious diseases, including COVID-19, must follow and adhere to the County's reporting procedures. This includes reporting health/safety occurrences to the local Department of Health (DOH) and to the County's Health Coordinator and Program Director within two (2) hours of the incident or no later than close of business on the day of the incident.
48. All efforts and activities to complete and comply with HSPPS for health must be documented on each child's record in ChildPlus and/or any other applicable database system. This documentation must be entered as soon as possible, not to exceed 5 business days of receipt

49. All required health documentation, including but not limited to physical forms, well baby check forms, medical/dental insurance card, immunization forms, dental forms, hearing/vision forms, IHP (Individual Health Plan) forms, internal referral forms, medical diagnosis documentation and all other applicable health documentation must be entered and uploaded into ChildPlus immediately upon receipt from the family (daily).
50. Timely report (within twenty-four hours of the incident or twelve (12) hours of being reported to the School Board Program Coordinator or designate, whichever is earlier), to the grantee health coordinator, all emergency and/or urgent incidences in accordance with all active and implemented grantee health and safety reporting procedures.
51. The provision of nutrition services by School Board must be in compliance with the HSPPS, U.S. Department of Agriculture (USDA) Child Care Food program, and Program Policy and Procedures. Nutrition services must be designed and implemented in collaboration with the registered and licensed dietitian and nutrition manager so that nutrition services are culturally and developmentally appropriate, meet the nutritional needs of and accommodate the feeding requirements of each child, including children with special dietary needs and children with disabilities.
52. Provide breakfast, lunch, and snack that meets with USDA Child Care Food Program requirements, are high in nutrients and low in fat, sugar, and salt and meets 2/3rd of the child's daily nutritional needs. The menus must be developmentally appropriate, culturally sensitive, and reflective of the population being served. The menus must be analyzed each year to ensure nutrient adequacy and submitted to the Grantee Nutrition Coordinator for approval prior to implementation.
53. Providers of the Program Services will be required to obtain a letter from the USDA Child Care Food Program documenting their active sponsorship in the USDA Child Care Food Program. Failure to maintain viable and active sponsorship with the USDA Child Care Food Program will result in immediate termination of the Contract. A program must use funds from USDA Food, Nutrition, and Consumer Services child nutrition programs as the primary source of payment for meal services.
54. The School Board shall ensure that staff is present at all meals with the children. All toddlers, preschool children and assigned classroom staff, including volunteers, shall eat together, family style if possible, sharing the same menu to the best extent possible, or as in a pandemic/emergency be prepared to serve healthy food safely and appropriately as mandated by local health agencies and the Center for Disease Control (CDC). A Delegate Agency must implement snack and mealtimes in ways that support development and learning. For bottle-fed infants, this approach must include holding infants during feeding to support socialization. Snack and mealtimes must be structured and used as learning opportunities that support teaching staff-child interactions and foster communication and conversations that contribute to a child's learning, development, and socialization.
55. School Board must provide sufficient time for children to eat, not use food as reward or punishment, and not force children to finish their food.
56. Each enrolled Infant at the School Board will be provided with formula and baby food that is individualized to the child's needs. Diapers and wipes will also be made available to enrolled children by the School Board.
57. Enrolled infants and toddlers must be fed according to their individual developmental readiness and feeding skills as recommended in USDA requirements outlined in 7 CFR Parts 210, 220, and 226, and ensure infants and young toddlers are fed on demand to the extent possible; ensure bottle-fed infants are never laid down to sleep with a bottle; serve all children in morning center-based settings who have not received breakfast upon arrival at the program a nourishing breakfast;
58. In case of an emergency due to natural disaster, health epidemic/pandemic or other causes, the School Board must have non-perishable foods available on site to be able to feed enrolled children meals and snacks for a minimum of three (3) days. If the need arises to provide "grab and go" meals to enrolled children due to site closure or having virtual services, the School Board must have provisions in their contract with a food vendor/caterer to be able to accommodate this need.
59. Provide appropriate healthy snacks and meals to each child during group socialization activities in the home-based option.
60. Promote breastfeeding, including providing facilities to properly store and handle breast milk and make accommodations, as necessary, for mothers who wish to breastfeed during program hours, and if necessary, provide referrals to lactation consultants or counselors; and make safe drinking water available to children during the program day. School Board must partner with their local Women, Infant and Child (WIC) offices. These partnerships must be current and refer pregnant women, breastfeeding mothers and families of young children to WIC services.

61. The registered and licensed dietitian must identify each child's nutritional health needs, taking into account available health information, including the child's health records, and family and staff concerns, including special dietary requirements, food allergies, and community nutrition issues as identified through the community assessment or by the Health Services Advisory Committee. Each enrolled child must receive a comprehensive nutrition assessment by a registered and licensed dietitian within 150 days of enrollment. Children identified with nutrition related health problems must receive appropriate follow-up services by the dietitian within ten (10) days of receipt of a referral. Children identified with nutrition related problems must be monitored periodically by the registered dietitian until satisfactory outcomes are attained as stated in the plan of action by the dietitian. Each enrolled infant/toddler up to 24 months will be nutritionally assessed as per the Early Periodic Screening Diagnostic Treatment (EPSDT) schedule. All nutrition services provided to enrolled children and families must be documented in ChildPlus within seven (7) business days of service delivery.
62. In the event of an emergency due to a health epidemic/pandemic or natural disaster or other events that may result in site closures or engage in virtual services for enrolled children, then nutrition services must be provided using virtual platforms and current telehealth practices as mandated and regulated by the State of Florida. This includes nutrition assessment, nutrition education and or counseling to enrolled children and families and appropriate and relevant trainings to staff.
63. Children identified with food allergies that involve an epi-pen must have accessible Individual Health Plans of action for emergencies and all relevant staff must be trained on the agency procedure. For food allergies, a program must also post individual child food allergies prominently following the agency's procedures where staff can view wherever food is served. Revised menus with substitutions completed by the registered dietitian must be posted in the kitchen, in the classroom where the child is attending covered by a paper with a picture of a food item for example an apple so as to ensure privacy of medical information of the child. Staff must be trained in all emergency procedures for the child with an epi-pen and be able to access the revised menu or substitutions. The menus must also be kept in the child's folder.
64. Collaborate with parents to promote children's nutritional status with education support services that are understandable to individuals, including individuals with low health literacy. For enrolled families this should include opportunities for parents to discuss their child's nutritional status with staff, including the importance of physical activity, healthy eating, and the negative health consequences of sugar-sweetened beverages, and how to select and prepare nutritious foods that meet the family's nutrition and food budget needs. This type of nutrition education and or relevant nutrition counseling to families and staff must be done by the registered and licensed dietitian and services must be documented in ChildPlus.
65. Maintain partnership with Cooperative Extensions Services with the Expanded Food & Nutrition Education Program [EFNEP] with University of Florida and other local community entities to access nutrition education and food and nutrition resources for families.
66. Provided opportunities for families to learn about healthy pregnancy and postpartum care, as appropriate, including breastfeeding support.
67. Each delegate agency that does not have a registered and licensed dietitian on staff, it can obtain services through a consultant. Each consultant contract must be approved by the Grantee prior to implementation of the contract. Services provided by nutrition consultants must be documented in the format provided by the Grantee and submitted for approval to the Grantee Nutrition Coordinator after review and approval of the delegate agency nutrition manager. All invoices detailing the work completed by the nutrition consultant must be submitted to the Grantee Nutrition Coordinator by the 10th of the following month at the latest.
68. In an effort to promote the school readiness of low-income children by enhancing their cognitive, social, and emotional development, Delegate Agencies must establish a program-wide culture that promotes the mental health, social and emotional well-being, and overall health of all children, including children with disabilities. Program support activities to be conducted in collaboration and consultation with The County's service area personnel include:
69. Utilization of the Centers for Social and Emotional Foundation for Early Learning (CSEFEL) Teaching Pyramid Model for Positive Behavior Support in conjunction with the Devereux Early Childhood Assessment (DECA) and Ages and Stages screening and ongoing assessment instruments with all children, including children with disabilities.
70. Establishment of systematic process of service delivery which includes leadership team members at each center to meet and discuss strengths and areas of concerns on a regular basis to promote the positive social and emotional development for all

children and provide early intervention and support services for concerns which are identified as early in the Program Year as possible.

71. Provide supports for effective classroom management, positive learning environments and supportive teacher practices by providing strategies, interventions, and plans for supporting children with challenging behaviors and other social, emotional, and mental health concerns which are child and family centered and culturally appropriate.
72. Assist to ensure that parental consent for mental health consultation services was obtained at enrollment for the provision of universal prevention and promotion services. Assist in obtaining parental consent for individualized clinical services as appropriate.
73. Assist in identifying and developing a minimum of one (1) community mental health partnership agreement which facilitates access to additional mental health resources and services for program families.
74. Ensure that additional staff and parent consultation will occur in collaboration with parents, teachers, referring agency service providers and the mental health consultant no later than three (3) days following the provision of services to determine effectiveness of services.
75. Secure the services of a mental health consultant/s by August 1 of the Program Year. Requirements and credentials of candidates must be either a State of Florida Licensed Clinical Social Workers (LCSW), Licensed Mental Health Counselors (LMHC), Licensed Marriage and Family Therapists (LMFT), Licensed Psychologists or Certified School Psychologists. Candidates must have at least three (3) years of progressively professional experience in the delivery of early childhood mental health services and have knowledge of strengths based, family centered practice in an early care setting and experience in serving young children and their families within a cultural context. Previous experience with Head Start – Early Head Start programs preferred but not required.
76. Obtain a CSEFEL- Teaching Pyramid Model-Positive Behavior Support certification or a Positive Behavior Support certification/ credential within 90 days of being hired for new consultants. Consultants must ensure they obtain the CSEFEL Pyramid certification for each program (Head Start and/or Early Head Start) they provide service for (Preschool Certification for Head Start and Infant and Toddler Certification for Early Head Start).
77. Mental health consultants must:
  - a. Provide direct early childhood mental health consultation services utilizing a multidisciplinary team approach which directly engages teachers and parents. Services must be provided on site at each CAHSD Head Start-Early Head Start center on a schedule of sufficient and consistent frequency to ensure that the mental health consultant is available to partner with staff and families in a timely and effective manner.
  - b. Assist the classroom staff and home visitors in implementing strategies which include the universal promotion of healthy social and emotional development for all children utilizing the recommendations from selected assessment instruments. Ensure that child mental health activities are integrated into curricula, lesson plans and daily routine. Assist the program to implement strategies to identify and support an individual child or a group of children with mental health and social and emotional concerns utilizing Program selected approaches. Collaborate with content area education and disabilities specialists on how to assess the child's strengths and needs, and on how to plan developmentally appropriate activities, interventions and plans based upon multiple sources of information.
  - c. Assisting to ensure the appropriate use of the valid and reliable health and development screening and ongoing assessments instruments selected to assess children within 45 days of enrollment to include additional information from family members, teachers, and relevant staff familiar with the child's typical behavior. If warranted through screening and additional relevant information and with direct guidance from a mental health or child development professional a program must, with the parent's consent, promptly and appropriately address any needs identified through referral to the local agency responsible for implementing IDEA for a formal evaluation to assess the child's eligibility for services under IDEA as soon as possible, and not to exceed timelines required under IDEA, in accordance with HSPPS Part 1302.33(3).
  - d. Assist teachers, including family childcare providers and home visitors, to improve classroom management and teacher practices through strategies that include using classroom visits, consultations and observations, address teacher and



individual child needs and creating physical and cultural environments that promote positive mental health and social and emotional functioning. Conduct general classroom observations and consultations as required and individual classroom observations as needed with parental consent. Consult with the staff regarding individualizing services, including ways of structuring the child's program and implementing strategies and plans which will foster development for children with atypical development.

- e. Consult with staff to address prevalent child mental health concerns, including internalizing problems such as appearing withdrawn and externalizing problems such as challenging behaviors. This will include a review of and consultation with education manager/curriculum specialist and teachers regarding general positive social and emotional classroom practices which support all children and scheduling timely staff consultations to address concerns of children who appear withdrawn or exhibit other challenging behavior. Initiate consent for clinical assessment and planning in collaboration with parents and teachers for children who are unresponsive to the initial intervention planning process.
- f. Facilitate opportunities for parents and staff to understand mental health and access mental health interventions, if needed, through the provision of educational resources and referral. Group and individual parent and staff educational opportunities and resources must be provided as required. Assist staff and parents to make contact with and to take advantage of community child mental health and parenting education resources which promote the healthy development of children. Work in partnership with assigned social services, mental health and disabilities staff to locate appropriate providers for an individual child or family who would benefit from such services. Ensure that all referrals, follow up and ongoing efforts are documented on Program selected forms and in electronic data entry system.
- g. Initiate clinical assessments, plans, referrals and consultation with agency and the County's HS/EHS program leadership team, staff and parents early in the Program Year and continuously to assist in the implementation of the policies to limit suspension and prohibit expulsion as described in HSPPS Part 1302.17 and in Miami-Dade County Head Start Program Policies and Procedures. In such instances, mental health consultants must engage with the parents and utilize appropriate community resources; develop written plans to document the action and supports needed; provide services that include home visits; and determine, in consultation with the disabilities and education coordinator and parents, whether a referral to a local agency responsible for implementing IDEA is appropriate.
- h. Provide opportunities for parents to discuss with staff and identify issues related to child mental health and social and emotional well-being, including observations and any concerns about their child's mental health, typical and atypical behavior and development, and how to appropriately respond to their child and promote their child's social and emotional development. Work in partnership with the disabilities and education coordinators to help teaching staff to identify and work with children with disabilities who may also have social, emotional or behavioral concerns.
- i. Collaborate with parents to promote children's health and well-being by providing mental health education support services that are understandable to individuals, including individuals with low health literacy, as delineated in the HSPPS Part 1302.46(a).
- j. Ensure that case documentations and recording are completed at the Point of Services (POS) on the day that services are rendered.
- k. Work collaboratively with agency leadership to ensure that tele-mental health services are available to staff and families to address emergencies such as hurricanes, pandemics, and unforeseen events. Ensure that services comply with section 456.47, Florida Statutes, concerning the use of an electronic platform (not telephone, email, or fax).
- l. Participate in ongoing training and staff development opportunities which are provided by the County on a frequency to be determined by the County. Required training rates should be negotiated as no payment due to program requirements to do the job or a reduced payment rate or Continuing Education Units (CEU)s.

#### **ARTICLE 5 FAMILY AND COMMUNITY ENGAGEMENT PROGRAM SERVICES**

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1302: Program Operations, Subpart E, as may be amended.
2. Provide family and community engagement services, in coordination with the County, as specified in 45 CFR Subpart E- Family and Community Engagement Program Services: HSPPS Part 1302.50, Family engagement; HSPPS Part 1302.51, Parent

activities to promote child learning and development; HSPPS Part 1302.52 Family partnership services; HSPPS Part 1302.53 Community partnerships and coordination with other early childhood and education programs.

**Family engagement (HSPPS Part 1302.50)**

3. Implement strategies to engage parents in child’s learning and development and support parent-child relationships, including specific strategies for father engagement.
4. Develop strong relationships with parents, structure services which encourage trust and respectful, ongoing two-way communication between staff and parents.
5. Create and maintain a welcoming environment incorporating each family’s unique cultural, ethnic, and linguistic backgrounds.
6. Plan and implement activities consistent with parents’ strengths, needs and interests generated from the Family Assessment Questionnaire (FAQ), and inform families of engagement and volunteer opportunities. All new and regular volunteers will receive orientation and training. (Regular Volunteers: Regular volunteers are non-employees who are assisting at least 10 hours a month in a Head Start or Early Head Start classroom or office.)
7. Family engagement activities, workshops, and trainings must be held bi-monthly, at a minimum:

At a minimum, all of the following topics shall be provided to families during the Program Year:

Father/Father Figure Activity	Health and Developmental consequences of tobacco product use and exposure to lead	Dual language learners: information and resources about the benefits of bilingualism and biliteracy
Child Development/ Curriculum Overview	Environmental Hazards	COVID-19 Health & Safety Training
Preventive medical and oral health care	Health and Safety Practices for the Home	*New
Domestic Violence	Vehicle and Pedestrian Safety	Topics identified by ChildPlus Report #4240 (Family Outcomes Analysis)
Child Abuse Prevention	Family Literacy	Services to children with disabilities
Mental Health	Financial Literacy	Emergency or Crisis Assistance, including food, clothing, and housing
Nutrition (Importance of physical activity, healthy eating, and negative health consequences of sugar-sweetened beverages, and how to select nutritious foods that meet the family’s nutrition and food budget needs.)	Importance of regular attendance	Employment Services/Job Training
Healthy pregnancy and post-partum care (to include breastfeeding, parental substance abuse and perinatal depression)	Parent Leadership Trainings	Parenting

8. Encourage all parents to complete the Parent Satisfaction Surveys which will be completed twice a year to determine the level of program satisfaction, community reputation, and quality of services.
9. Enter parent engagement activities and trainings into the ChildPlus System monthly and within 2 weeks of the event taking place.

**Parent activities to promote child learning and development**

10. Conduct a curriculum overview and a review of other educational programs with parents during the Parent Orientation and the Parent Committee Meeting early in the program year. Child development and education topics shall be discussed throughout the Program Year with individual families through Parent-Teacher Conferences and Home Visits.

11. Encourage parents' involvement in: providing input into daily lesson plans, serving on the School Readiness Committee, and attending and participating in curricula revision meetings.
12. Provide parents the opportunity to participate in research-based parenting curriculum which builds on parents' knowledge and enhances and strengthens parenting skills which promote children's learning and development.
13. Assist families with accessing the Galileo parent portal and other innovative family engagement web-based tools to view their child's progress and to create at-home activities which connect to their child's learning skills.
14. Work with community providers and partners to provide access to families to receive materials, services, and activities essential to family literacy development that promotes parents as the primary teacher and full partner in the education of their children
  - The importance of their child's attendance in the Head Start/Early Head Start Program
  - The benefits of bilingualism and bi-literacy for dual language learners

### **Family partnership services**

15. Develop strong relationships with parents by engaging in conversations which build trust, mutual respect, and collaboration. This relationship-building process will serve as the foundation of all family partnership services which will be maintained throughout the Program Year.
16. Identify needs, interests, strengths, goals, services, and resources that support family well-being, including safety, health, and economic stability utilizing the Family Assessment Questionnaire (FAQ).
17. The FAQ will be completed with all new and returning families within the first 45 days of enrollment and entered and tracked in the ChildPlus System.
18. Complete the FAQ twice per year with the preliminary assessment completed within 45 days of enrollment and the final assessment completed by April 15th, unless the preliminary assessment was completed within 60 days of this date.
19. The family services staff will review the FAQ with families to assess the family's strengths, needs, and interests and will measure each family's progress towards the family outcomes based on the Parent, Family, and Community Engagement (PFCE) Framework.
20. Provide parents with internal and external referrals for identified needs, interests, and concerns. Follow-up to these referrals will be completed within 2 weeks or within 24 hours if the referral is addressing a crisis. Documentation of all referrals and referral follow-ups will be entered into the ChildPlus System.
21. Offer individualized family partnership services for every enrolled family by providing an opportunity to develop a collaborative individualized Family Partnership Agreement (FPA) within 45 days of enrollment. New and returning families will complete a new FPA each program year.
22. Family goal setting will be jointly established and each individual FPA will include objectives which are measurable by describing the family goal, the responsibilities, and strategies for goal achievement.
23. Follow-up on the progress of family goals must be completed regularly and deemed necessary based on the circumstances surrounding the goal and the timetable for completion. The FPA will be reviewed with families throughout the entire program year based on the prescribed target dates notes on the FPA.
24. FPAs must be completed in the ChildPlus System and ongoing follow-up to the family goals entered regularly.

### **Community partnerships**

25. Identify agencies and organizations that provide responsive services to the needs of the children and families enrolled in the Program.
26. Outline objectives and goals that are mutually beneficial. Community Partnership Agreements should be effective for a minimum of one year.

27. Establish and maintain a minimum of one collaborative informal or formal community partnership agreement with community organizations in each of the following categories in accordance with HSPPS Part 1302.53(a)(2)(i-viii):
- a. (i) Health care providers, including child and adult mental health professionals, Medicaid managed care networks, dentists, other health professionals, nutritional service providers, providers of prenatal and postnatal support, and substance abuse treatment providers;
  - b. (ii) Individuals and agencies that provide services to children with disabilities and their families, elementary schools, state preschool providers, and providers of child care services;
  - c. (iii) Family preservation and support services and child protective services and any other agency to which child abuse must be reported under state or tribal law;
  - d. (iv) Educational and cultural institutions, such as libraries and museums, for both children and families;
  - e. (v) Temporary Assistance for Needy Families, nutrition assistance agencies, workforce development and training programs, adult or family literacy, adult education, and post-secondary education institutions, and agencies or financial institutions that provide asset-building education, products and services to enhance family financial stability and savings;
  - f. (vi) Housing assistance agencies and providers of support for children and families experiencing homelessness, including the local educational agency liaison designated under section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*);
  - g. (vii) Domestic violence prevention and support providers; and,
  - h. (viii) Other organizations or businesses that may provide support and resources to families.
28. Review annually and submit to the grantee no more than one month after established Community Partnership Agreements consist of but are not limited to: Correspondences between the parties, letters, Memorandums of Understanding (MOU), and Interagency Agreements.
29. Develop a network of resources with community organizations to promote the access of services for children and families from the following:
- Healthcare providers
  - Mental health providers
  - Medicaid Managed Care Networks
  - Dentist providers
  - Nutritional service providers
  - Substance Abuse treatment providers
  - Individuals and agencies that provide services to children with disabilities and their families
  - Family preservation and support
  - Child protective services
  - Elementary schools, state pre-school providers and other childcare services
  - Educational and cultural institutions i.e., libraries and museums for children and families
  - Temporary Assistance for Needy Families (TANF), workforce development and training programs
  - Adult or family literacy, adult education, and post-secondary institutions
  - Financial institutions that provide asset-building education
  - Housing assistance agencies and providers of support for the homeless
  - Domestic violence prevention and support providers
30. Ensure parents are aware and knowledgeable of community partner(s) at each center by inviting community partners to the parent meetings to provide pertinent information about their services.
31. Staff and parents will be asked to serve on task forces and/or advisory boards in targeted communities and neighborhoods to represent and influence policy-making initiatives which have a direct impact on responsive services which address the ongoing needs of children and families enrolled in the Program.

#### **ARTICLE 6 TRANSITION SERVICES**

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1302: Program Operations, Subpart G, as may be amended.

2. Provide transition services for families in coordination with the County's Head Start Program, as specified in 45 CFR Subpart G- Transition Services: HSPPS Part 1302.70 Transitions from Early Head Start; HSPPS Part 1302.71 Transitions from Head to kindergarten.

### **Transitions from Early Head Start**

3. Conduct Individual Transition Planning Meetings six months prior to the child's 3<sup>rd</sup> birthday or upon enrollment, if the child enrolls less than six months prior to his/her 3<sup>rd</sup> birthday.
4. The Individual Transition Planning Meeting will include the EHS Social Worker, the primary caregiver, the EHS Center Director, the EHS Curriculum Specialist, the HS Social Worker, HS Center Director, the HS Curriculum Specialist, parents, and Health, Disabilities, Nutrition, Mental Health support staff, if applicable.
  - The purposes of this meeting are as follows:
  - Introduce Head Start staff to the parents
  - Review the progress of the child with the parents while the child is enrolled in EHS
  - Introduce the parents to the Head Start staff
  - Establish an Individual Transition Plan with action steps, timelines, persons responsible for specific action steps, and follow-up meeting
  - Create and review classroom visits schedule
  - Schedule a meeting between the Center Director, the Curriculum Specialist, and the Social Worker to develop a classroom visits schedule for the EHS child. This schedule will then be forwarded to the EHS primary caregiver and the HS Teacher
  - Scheduled classroom visits will begin one week after the Individual Transition Planning Meeting and these visits will be documented on the Transition Classroom Visit Log.
5. The child will visit the HS classroom accompanied by his/her EHS primary caregiver once per week for a minimum of 3 months following the completion of the Individual Transition Planning Meeting. Each classroom visit will last from 15-30 minutes which will take place at different times throughout the morning daily schedule for the child to be gradually introduced to the HS daily schedule.
6. The HS classroom visit will involve the EHS child visiting the classroom on their own from 15 minutes duration. If the EHS child is not able to visit the classroom alone and feels uncomfortable, the primary EHS caregiver will allow the child to return and attempt to repeat this visit in 2 weeks.
7. The child will continue to visit the HS classroom 3 months prior to his/her actual HS transition. The visits will start out as 15-minute durations and increase up to 2 hours as the child nears full transition.
8. HS classroom visits will continue until the EHS child has fully transitioned and has been enrolled in an available HS slot.
9. Each EHS transition will take several circumstances into consideration:
  - EHS child's developmental level
  - EHS child's health and disability status
  - EHS child's learning progress
  - EHS child's family circumstances

### **Transitions from Head Start to Kindergarten**

10. Initiate the process of assisting families in becoming their child's advocate during the enrollment process.
11. Partner with an elementary school to ensure that HS children visit a kindergarten classroom at least one time before leaving Head Start.
12. Schedule and participate in meetings with elementary school principals to discuss the following:
  - The types of records needed for children to register
  - The dates in which registration will occur
  - Meetings are scheduled and conducted between HS teachers and kindergarten teachers to discuss and establish expectations

- Identify specific activities and strategies for preparing parents and children for successful transitions to Kindergarten
  - Development of community partnerships
13. Provide education and training to parents on how to exercise their rights and responsibilities concerning the education of their child in the school setting, and how to effectively communicate with teachers and other school personnel on decisions related to their child's education.
  14. Encourage parents and children to participate in transition meetings and activities with Program staff and elementary staff.
  15. Provide transition tips to parents during Parent Committee Meetings and other family engagement activities. These transition tips will assist parents in preparing their children for elementary school and parents will learn how to advocate for their children and make decisions related to their child's education.
  16. During the last scheduled home visit, HS teachers will discuss each child's needs and abilities and encourage parents to participate in suggested home activities during the summer, as well as inform children through communication that they will be transitioning to a new environment.
  17. Provide parents of children transitioning to kindergarten with a transition packet in the month of May to include their child's physical exam, immunization record, Individual Education Plan (IEP) if applicable, the Galileo assessment report, and summer learning activities.
  18. During the transition process, parents of children transitioning out of Head Start will have access to their child's folder only.

#### **Parent Orientations**

19. Schedule Parent Orientations during the months of June, July, and August, at a mutual time and location convenient for most parents. The selection of the date and time must create maximum participation especially for working parents.
20. Publicize the Parent Orientation using flyers, notices, posters, parent greeters, etc. with the expected attendees.
21. Materials for the Parent Orientation should promote and encourage active family engagement in center activities and committees. These materials should include the following:
  - Information regarding all service areas
  - Child Abuse/Neglect mandated reporting procedures
  - Sign-in sheets
  - Curricula and Child Outcomes
  - Parent, Family, and Community Engagement (PFCE) Framework Family Outcomes
  - Transportation and safety procedures
  - Parent Orientation Survey
  - Community Partnership Presentations
  - Parent Committee and Policy Committee
  - Parent Agreement Form
22. All newly enrolled families who were not in attendance to the Parent Orientation must receive an individual orientation within the first 30 days of the child's enrollment.
23. The Parent Orientation event must be reported on the Parent Involvement Report Summary and it must be entered into the ChildPlus System.

#### **ARTICLE 7 CHILD RECORDS**

Delegate Agencies must:

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1302: Program Operations, Subpart C.
2. Conform with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and HIPAA, when applicable.

3. Conform to the HSPPS Part 1303 Subpart C including, 1303.20 Establishing procedures, 1303.21 Program procedures-applicable confidentiality provisions 1303.22 Disclosures with, and without parental consents, 1303.23 Parental rights, 1303.24 Maintaining records.
4. Conform to the Program's Database Information Systems and electronic platforms for the collection and reporting of data on Program children and families, to include measuring outcomes; as well as staff.
5. Use and fully implement the County's selected database systems and electronic platforms.
6. Have the technical capabilities to adequately meet the needs of the Program technical requirements of the software applications. This includes providing staff with the appropriate equipment (including computer hardware, software, hot spot, telephone); other office equipment and supplies, with capability of working remotely if necessary.
7. Prepare, retain and permit County staff to inspect all records, as required by DHHS, in the manner authorized by conditions in the DHHS grant or as the County deems necessary.
8. Permit the County's staff to monitor all facilities, services, staff, and participant children and their families' records at any time during Program operation.
9. Provide documentation to the County identifying the School Board's non-federal resources, either in cash or in-kind, in an amount equivalent to a minimum of 25% of the total approved Program federal budget amount for the School Board.
10. Transfer the School Board's activities, records, and any assets purchased with funds under this Program to an entity as determined by the County, in the event of contract termination.
11. Adhere to confidentiality requirements to protect information collected, managed or analyzed by the Program (including: the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment). The School Board shall not use or disclose any information concerning a recipient of services herein for any purpose not in conformity with Head Start Program Regulations, or other applicable law, except with written consent from the recipient's responsible parent or guardian, when authorized by law.

## **ARTICLE 8 REPORTING REQUIREMENTS**

### **1. Monthly Reports:**

Provide to the County a monthly report for the services provided to be prepared and submitted through the ChildPlus application or original form as requested by the County. The monthly report shall be due on the first (1<sup>st</sup>) of each month. The monthly report shall include, but not limited to, the following information:

- Education Monthly Monitoring Report;
- Parental involvement/participation;
- Results Oriented Management and Accountability (ROMA)
- Health, nutritional and social services rendered;
- Disability Monthly Report and Pipeline Report
- Mental Health Monthly Report;
- Attendance Report, if Average Daily Attendance is below 85%, for each Center;
- Listing of compliance issues or areas of concern identified by the County with a detailed corrective action plan;
- Program income and expenses detailed on a spreadsheet attachment listing entity for each service (e.g., Head Start and Early Head Start services); and
- Board of Director's meetings held and their respective minutes and attachments.
- Policy Committee meetings held and their respective minutes and attachments.

The above listed information should be up to date and readily available, if applicable, in the ChildPlus application so that the County may access it at any time.

### **2. Closeout Report:**

Upon conclusion of every Program Year, submit a Financial Closeout Report to the County within 45 days. This report shall include a cumulative year-end summary of School Board fiscal expenditures. If after receipt of this Closeout Report, the County determines that the School Board has been paid funds not in accordance with the Contract, and to which it is not entitled, it shall notify the School Board

as such and provide the School Board with 5 business days to provide additional backup information or documentation. If the School Board is unable to provide additional backup information or documentation to substantiate the funds and expenses in question, the School Board shall return such funds to the County within 60 days. The County shall have the sole discretion in determining if the School Board is entitled to such funds and the County's decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

The School Board must submit a completed SF-428 (Tangible Personal Property Report) as part of the closeout report. Tangible Personal Property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. The School Board must disclose any acquired equipment with acquisition cost of \$5,000 or more and residual unused supplies with total aggregate fair market value exceeding \$5,000.

The School Board must submit a completed SF-429 (Real Property Standard Form) that relates to real property as part of the closeout report. This form is required annually to report the status of real property purchased, constructed or subject to major renovations paid for in whole or in part with Head Start funds (Covered Real Property); real property claimed as a match for a Head Start award; and/or the absence of any Covered Real Property.

### **3. Incident Reporting:**

An incident is defined as any actual or alleged event or situation that creates a significant risk. The School Board must immediately report to the County, in writing, the following, as stipulated in HSPPS Part 1302.102(d) and the Miami-Dade County Head Start Program Policies and Procedures:

Any significant incidents affecting the health and safety of program children or families; circumstances affecting the financial viability of the School Board; breaches of personally identifiable information; or involvement in legal proceedings; any matter for which notification or a report to state, tribal, or local authorities is required by applicable law, including at a minimum:

- (A) Any reports regarding agency staff or volunteer compliance with federal, state, tribal, or local laws addressing child abuse and neglect or laws governing sex offenders;
- (B) Incidents that require classrooms or centers to be closed for any reason;
- (C) Legal proceedings by any party that are directly related to program operations; and,
- (D) All conditions required to be reported under HSPPS, Part 1304.12, including disqualification from the Child and Adult Care Food Program (CACFP) and license revocation.

School Board must also immediately report knowledge or reasonable suspicion of abuse, neglect, or abandonment of a child, aged person, or disabled adult to the Florida Abuse Hotline, at the statewide toll-free telephone number (1-800-96-ABUSE) and to the County. As required by Chapters 39 and 415 of the Florida Statutes, this is binding upon both the School Board and all its employees. The School Board shall have a comprehensive policies and procedures plan on handling child abuse allegations and offer a training program to all staff on child abuse prevention, detection and reporting of child abuse allegations.

Ensure 100% compliance with the County's incident reporting procedures. The Program has a zero-tolerance policy for abuse and neglect.

Once a report is made, the School Board must provide frequent written status updates of the progress of the investigation to include, at a minimum police reports, DCF inspections/investigative reports, and action taken by the School Board.

## **ARTICLE 9 ADDITIONAL REPORTING REQUIREMENTS**

### **1. Other Reports**

Submit any other reports as may be required by DHHS and the County by the specified dates.

### **2. State of Florida Certificate of Status**

The School Board shall submit to the County a Certificate of Status in the name of the School Board, prior to contract execution, which certifies the following: School Board is organized under the laws of the State of Florida; all fees and penalties have been paid; most recent annual report has been filed with an active status; and that there are no current deficiencies or Articles of Dissolution on file.

### **3. Board of Directors' Resolution**

The School Board shall ensure that the County is apprised of the fiscal, administrative and contractual obligations of the project funded through the County by passage of a formal resolution authorizing execution of the contract with the County. Failure to provide a copy of the resolution prior to execution of the contract may result in no Agreement.



#### 4. IRS Documentation

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

#### **ARTICLE 10 FORMAL STRUCTURE**

1. Abide by Miami-Dade County Head Start/Early Head Start Policies and Procedures 1301 Program Governance, as may be amended.
2. Establish and maintain a formal structure for program governance that includes a Governing Body (or Board of Directors), a Policy Committee, and a Parent Committee for each center as early in the Program Year as possible. The Governing Body, Policy Committee, and Parent Committee must be clearly identified, hold regularly scheduled meetings, and maintain accurate minutes which reflect Head Start parent participation, educational activities, and financial records.
3. Ensure that members of the Governing Body and Policy Committee do not have a conflict of interest in accordance with section 642(c) of the Act and are not current employees of the School Board. Parents who occasionally serve as substitutes may serve on the Policy Committee.
4. **Governing Body:** Establish a Governing Body (or Board of Directors) in accordance with the requirements specified in section 642(c)(1)(B) of the Act. A copy of the roster, to include members, addresses, email addresses, and phone numbers must be submitted to the County at the beginning of each program year. Governing Body (or Board of Directors) meeting minutes must be submitted to the grantee 30 days after each meeting. The Governing Body is responsible for the following activities:
  - a. has legal and fiscal responsibility for administering and overseeing the program(s), including the safeguarding of Federal funds;
  - b. adopt practices that assure active, independent, and informed governance of the School Board, and fully participate in the development, planning, and evaluation of the Head Start program(s) involved;
  - c. be responsible for ensuring compliance with Federal laws (including regulations) and applicable State, tribal, and local laws (including regulations); and
  - d. be responsible for other activities, including:
    - i. establishing procedures for recruitment of children;
    - ii. reviewing all applications for funding and amendments to applications for funding.
  - e. establishing procedures and guidelines for accessing and collecting information from the Policy Committee;
    - i. reviewing and approving all major policies of the School Board, including--
      1. the annual self-assessment and financial audit;
      2. progress in carrying out the programmatic and fiscal provisions in such agency's grant application, including implementation of corrective actions; and
      3. personnel policies of School Board regarding the hiring, evaluation, termination, and compensation of School Board employees;
    - ii. developing procedures for how members of the Policy Committee are selected;
    - iii. approving financial management, accounting, and reporting policies, and compliance with laws and regulations related to financial statements, including the--
      1. approval of all major financial expenditures of the School Board;
      2. annual approval of the operating budget of the School Board;
      3. selection (except when a financial auditor is assigned by the State under State law or is assigned under local law) of independent financial auditors who shall report all critical accounting policies and practices to the governing body; and
      4. monitoring of the School Board 's actions to correct any audit findings and of other action necessary to comply with applicable laws (including regulations) governing financial statement and accounting practices;
    - iv. reviewing results from monitoring conducted including appropriate follow-up activities;
    - v. approving personnel policies and procedures, including policies and procedures regarding the hiring, evaluation, compensation, and termination of the Executive Director, Head Start Director, Director of Human Resources, Chief Fiscal Officer, and any other person in an equivalent position with the School Board;
    - vi. establishing, adopting, and periodically updating written standards of conduct that establish standards and formal procedures for disclosing, addressing, and resolving--
      1. any conflict of interest, and any appearance of a conflict of interest, by members of the governing body, officers and employees of the School Board, and consultants and agents who provide services or furnish goods to the School Board; and
      2. complaints, including investigations, when appropriate; and

3. to the extent practicable and appropriate, at the discretion of the governing body, establishing advisory committees to oversee key responsibilities related to program governance and improvement of the Head Start program involved.
2. **Policy Committee:** The School Board's Policy Committee will be responsible for the direction of the Head Start program at the School Board. The Policy Committee must approve and submit to the Governing Body decisions about each of the following activities, in accordance with Section 642(c)(2)(D) of the Act:
  - i. Activities to support the active involvement of parents in supporting program operations, including policies to ensure that the School Board is responsive to community and parent needs.
  - ii. Program recruitment, selection, and enrollment priorities.
  - iii. Applications for funding and amendments to applications for funding for programs
  - iv. Budget planning for program expenditures, including policies for reimbursement and participation in Policy Committee activities.
  - v. Bylaws for the operation of the Policy Committee.
  - vi. Program personnel policies and decisions regarding the employment of program staff.
  - vii. Including standards of conduct for program staff, contractors, and volunteers and criteria for the employment and dismissal of program staff.
  - viii. Developing procedures for how members of the Policy Committee will be elected.
3. Submit Policy Committee meeting minutes to the County 30 days after each meeting.
4. Submit the names of the elected Policy Committee members, Parent Committee Officers, and Policy Council Representatives by September 22<sup>nd</sup> of each Program Year.
5. Share accurate and regular information to the Governing Board and Policy Committee about program planning, policies, and Head Start and School Board operations, including
  - i. Monthly financial statements, including credit card expenditures;
  - ii. Monthly program information summaries;
  - iii. Program enrollment reports, including attendance reports for children whose care is partially subsidized by another public agency;
  - iv. Monthly reports of meals and snacks provided through programs of the Department of Agriculture;
  - v. The financial audit;
  - vi. The annual self-assessment, including findings related to such assessment;
  - vii. The communitywide strategic planning and needs assessment of the Head Start Agency, including any applicable updates;
  - viii. Communication and guidance from the Secretary; and
  - ix. The program information reports
6. **Parent Committee** - Establish a parent committee comprised of parents currently enrolled for each center early in the Program Year. The School Board must ensure that parents of currently enrolled children understand the process for elections to the Miami-Dade County Policy Council and School Board Policy Committee and other leadership opportunities, in accordance with HSPPS Part 1301.4.
  - a. Ensure parent committees carry out the following minimum responsibilities:
    - i. Advise staff in developing and implementing local program policies, activities, and services to ensure they meet the needs of children and families;
    - ii. Have a process for communication with the Miami-Dade County Policy Council and School Board Policy Committee; and
    - iii. Within the guidelines established by the School Board's Governing Body and Policy Committee, participate in the recruitment and screening of Early Head Start and Head Start employees.
7. Ensure appropriate training and technical assistance or orientation to the Governing Body, and any advisory committee members, Policy Committee, and Parent Committees, including training on Head Start Program Performance Standards, and eligibility training, to ensure the members understand the information they receive and can effectively oversee and participate in the programs in the School Board.

**APPENDIX B – BUDGET FORMS  
FEDERAL SHARE (BASE) BUDGET APPLICATION FORM**

**Delegate: Delegate Sample**

Budget Period:		August 1 <sup>st</sup> , 2021 - July 31 <sup>st</sup> , 2022		HEAD START			
Term in Months:		12 months of Services					
a. SALARIES: ADMINISTRATIVE/PROGRAM STAFF		Total Delegate Staff Annual Salary	%	ADM	PRGR	Amount	Justification [Detail description per line item - be as specific as possible]
List Full Time Positions							
<b>1a. Child Health And Development Personnel</b>							
1. Program Managers and Content Area Experts							
2. Teachers/Infant Toddler Teachers							
3. Family Child Care Personnel							
4. Home Visitors							
5. Teacher Aides and Other Education Personnel							
6. Health/Mental Health Services Personnel							
7. Disabilities Services Personnel							
8. Nutrition Services Personnel							
9. Other Child Services Personnel							
<b>2a. Family And Community Partnership Personnel</b>							
10. Program Managers and Content Area Experts							
11. Other Family and Community Partnership							
<b>3a. Program Design And Management Personnel</b>							
12. Executive Director/Other Supervisor of HS Director							
13. Head Start/Early Head Start Director							
14. Managers							
15. Staff Development							
16. Clerical Personnel							
17. Fiscal Personnel							
18. Other Administrative Personnel							
<b>4a. Other Personnel</b>							
19. Maintenance Personnel							
20. Transportation Personnel							
21. Other Personnel (PT)							
<b>FULL-TIME TOTAL</b>							
<b>Total Positions</b> [Insert Total Allocated FTE]				<b>TOTAL FTEs/SALARIES</b>			
<b>b. FRINGE BENEFIT</b>							
Fica/Mica	Rate: 7.65%	-	%				
W-Comp's	Rate: [Insert %]	-	%				
Unemploy	Rate: [Insert %]	-	%				
Health Ins.	Cost per Staff: [Insert \$]	-	%				
Dental Ins.	Cost per Staff: [Insert \$]	-	%				
Life Ins.	Rate: [Insert %]	-	%				
Retirement	Rate: [Insert %]	-	%				
Other	Specify & provide calculations	-	%				
	Rate: [Insert %]	-	%				
<b>TOTAL FRINGE BENEFIT</b>							
<b>Total Personnel Salary and Fringes</b>							
<b>ADMINISTRATIVE EXPENSES:</b>						<b>Cost</b>	
<b>c. TRAVEL – OUT-OF-TOWN</b>							
Travel Out-of-town							

<b>Subtotal Travel</b>						
<b>d. EQUIPMENT</b>						
Office Equipment		-	%			
Classroom/Outdoor/Home Based/FCC		-	%			
Vehicle Purchase		-	%			
Other Equipment		-	%			
<b>Subtotal equipment</b>						
<b>e. SUPPLIES</b>						
Office Supplies		-	%			
Child and Family Services supplies		-	%			
Food Services supplies		-	%			
Other Supplies (Various)		-	%			
<b>Subtotal supplies</b>						
<b>f. CONTRACTUAL</b>						
1f. Admn. Services (Legal,Accounting)		-	%			
2f. Health/Disability Services/Mental Health)		-	%			
3f. Food Service		-	%			
4f. Child Transportation Services		-	%			
5f. Training & Technical Assistance (RESTRICTED)		-	%			
6f. Family Child Care		-	%			
7f. Delegate Agency Costs		-	%			
8f. Other Contracts		-	%			
<b>Subtotal contractual</b>						
<b>g. CONSTRUCTION</b>						
New Construction		-	%			
Major Renovation		-	%			
Acquisition of Buildings/Modular Units		-	%			
<b>Subtotal construction</b>						
<b>h. OTHER</b>						
1h. Depreciation/Use Allowance (Pending)		-	%			
2h. Rent		-	%			
3h. Mortgage		-	%			
4h. Utilities		-	%			
5h. Bldg & Child Liability Ins		-	%			
6h. Bldg Maintenance		-	%			
7h. Incidental Alterations		-	%			
8h. Local Travel & Field Trips		-	%			
9h. Nutrition Services		-	%			
10h. Child Services - Consultants		-	%			
11h. Volunteers (APPLICABLE ONLY TO NFS)		-	%			
**11h. Volunteers - % FRINGES (APPLICABLE ONLY TO NFS)		-	%			
12h. Substitutes (IF <u>NOT</u> PAY BENEFITS) GRANTEE APPROVAL REQUIRED (Detail Name of All Approve Subs Staff with Position)		-	%			
13h. Parent Services (RESTRICTED)		-	%			
14h. Accounting & Legal Svcs		-	%			
15h. Publication/Adv/Printing		-	%			
16h. Training or Staff Development		-	%			
17h. Other: (Provide Description is more than one item budgeted here)		-	%			
17h. Other: EHS DIAPER Allowance if applies (RESTRICTED)		-	%			
<b>Subtotal Other</b>						
i. Total direct Charges (sum of a thru h)						
j. Total Indirect Charges						
k. Totals (sum of i thru j)						
<b>TOTAL EXPENSES:</b>						

**NON-FEDERAL SHARE (NFS) BUDGET APPLICATION FORM**

**Delegate: Delegate Sample**

Budget Period:		August 1 <sup>st</sup> , 2021 - July 31 <sup>st</sup> , 2022		HEAD START			
Term in Months:		12 months of Services					
a.SALARIES: ADMINISTRATIVE/PROGRAM STAFF		Total Delegate Staff Annual Salary	%	ADM	PRGR	Amount	Justification [Detail description per line item - be as specific as possible]
List Full Time Positions							
<b>1a. Child Health And Development Personnel</b>							
1. Program Managers and Content Area Experts							
2. Teachers/Infant Toddler Teachers							
3. Family Child Care Personnel							
4. Home Visitors							
5. Teacher Aides and Other Education Personnel							
6. Health/Mental Health Services Personnel							
7. Disabilities Services Personnel							
8. Nutrition Services Personnel							
9. Other Child Services Personnel							
<b>2a. Family And Community Partnership Personnel</b>							
10. Program Managers and Content Area Experts							
11. Other Family and Community Partnership							
<b>3a. Program Design And Management Personnel</b>							
12. Executive Director/Other Supervisor of HS Director							
13. Head Start/Early Head Start Director							
14. Managers							
15. Staff Development							
16. Clerical Personnel							
17. Fiscal Personnel							
18. Other Administrative Personnel							
<b>4a. Other Personnel</b>							
19. Maintenance Personnel							
20. Transportation Personnel							
21. Other Personnel (PT)							
<b>FULL-TIME TOTAL</b>							
<b>Total Positions</b> [Insert Total Allocated FTE]				<b>TOTAL FTEs/SALARIES</b>			
<b>b. FRINGE BENEFIT</b>							
Fica/Mica	Rate: 7.65%	-	%				
W-Comp's	Rate: [Insert %]	-	%				
Unemploy	Rate: [Insert %]	-	%				
Health Ins.	Cost per Staff: [Insert \$]	-	%				
Dental Ins.	Cost per Staff: [Insert \$]	-	%				
Life Ins.	Rate: [Insert %]	-	%				
Retirement	Rate: [Insert %]	-	%				
Other	Specify & provide calculations	-	%				
	Rate: [Insert %]	-	%				
<b>TOTAL FRINGE BENEFIT</b>							
<b>Total Personnel Salary and Fringes</b>							
<b>ADMINISTRATIVE EXPENSES:</b>						<b>Cost</b>	
<b>c. TRAVEL – OUT-OF-TOWN</b>							
Travel Out-of-town							
<b>Subtotal Travel</b>							

<b>d. EQUIPMENT</b>						
Office Equipment		-	%			
Classroom/Outdoor/Home Based/FCC		-	%			
Vehicle Purchase		-	%			
Other Equipment		-	%			
<b>Subtotal equipment</b>						
<b>e. SUPPLIES</b>						
Office Supplies		-	%			
Child and Family Services supplies		-	%			
Food Services supplies		-	%			
Other Supplies (Various)		-	%			
<b>Subtotal supplies</b>						
<b>f. CONTRACTUAL</b>						
1f. Admn. Services (Legal,Accounting)		-	%			
2f. Health/Disability Services/Mental Health)		-	%			
3f. Food Service		-	%			
4f. Child Transportation Services		-	%			
5f. Training & Technical Assistance (RESTRICTED)		-	%			
6f. Family Child Care		-	%			
7f. Delegate Agency Costs		-	%			
8f. Other Contracts		-	%			
<b>Subtotal contractual</b>						
<b>g. CONSTRUCTION</b>						
New Construction		-	%			
Major Renovation		-	%			
Acquisition of Buildings/Modular Units		-	%			
<b>Subtotal construction</b>						
<b>h. OTHER</b>						
1h. Depreciation/Use Allowance (Pending)		-	%			
2h. Rent		-	%			
3h. Mortgage		-	%			
4h. Utilities		-	%			
5h. Bldg & Child Liability Ins		-	%			
6h. Bldg Maintenance		-	%			
7h. Incidental Alterations		-	%			
8h. Local Travel & Field Trips		-	%			
9h. Nutrition Services		-	%			
10h. Child Services - Consultants		-	%			
11h. Volunteers (APPLICABLE ONLY TO NFS)		-	%			
**11h. Volunteers - % FRINGES (APPLICABLE ONLY TO NFS)		-	%			
12h. Substitutes (IF NOT PAY BENEFITS) GRANTEE APPROVAL REQUIRED (Detail Name of All Approve Subs Staff with Position)		-	%			
13h. Parent Services (RESTRICTED)		-	%			
14h. Accounting & Legal Svcs		-	%			
15h. Publication/Adv/Printing		-	%			
16h. Training or Staff Development		-	%			
17h. Other: (Provide Description is more than one item budgeted here)		-	%			
17h. Other: EHS DIAPER Allowance if applies (RESTRICTED)		-	%			
<b>Subtotal Other</b>						
i. Total direct Charges (sum of a thru h)						
j. Total Indirect Charges						
k. Totals (sum of i thru j)						
TOTAL EXPENSES:						

**FEDERAL NON-FEDERAL SHARE (NFS) BUDGET SUMMARY**

**Delegate: Delegate Sample**

<b>Budget Period:</b>		August 1 <sup>st</sup> , 2021 -July 31 <sup>st</sup> , 2022		<b>HEAD START</b>			
Term in Months:		12 months of Services					
<b>a.SALARIES: ADMINISTRATIVE/PROGRAM STAFF</b>				%	FS	NFS	Total FS + NFS
<b>List Full Time Positions</b>							
<b>1a. Child Health And Development Personnel</b>							
1. Program Managers and Content Area Experts							
2. Teachers/Infant Toddler Teachers							
3. Family Child Care Personnel							
4. Home Visitors							
5. Teacher Aides and Other Education Personnel							
6. Health/Mental Health Services Personnel							
7. Disabilities Services Personnel							
8. Nutrition Services Personnel							
9. Other Child Services Personnel							
<b>2a. Family And Community Partnership Personnel</b>							
10. Program Managers and Content Area Experts							
11. Other Family and Community Partnership							
<b>3a. Program Design And Management Personnel</b>							
12. Executive Director/Other Supervisor of HS Director							
13. Head Start/Early Head Start Director							
14. Managers							
15. Staff Development							
16. Clerical Personnel							
17. Fiscal Personnel							
18. Other Administrative Personnel							
<b>4a. Other Personnel</b>							
19. Maintenance Personnel							
20. Transportation Personnel							
21. Other Personnel (PT)							
<b>FULL-TIME TOTAL</b>							
<b>Total Positions</b>		[Insert Total Allocated FTE]					
<b>b. FRINGE BENEFIT</b>							
Fica/Mica		Rate: 7.65%					
W-Comp's		Rate: [Insert %]					
Unemploy		Rate: [Insert %]					
Health Ins.		Cost per Staff: [Insert \$]					
Dental Ins.		Cost per Staff: [Insert \$]					
Life Ins.		Rate: [Insert %]					
Retirement		Rate: [Insert %]					
<b>Other</b>		<b>Specify &amp; provide calculations</b>					
		Rate: [Insert %]					
<b>TOTAL FRINGE BENEFIT</b>							
<b>Total Personnel Salary and Fringes</b>							
<b>ADMINISTRATIVE EXPENSES:</b>							<b>Cost</b>
<b>c. TRAVEL – OUT-OF-TOWN</b>							
Travel Out-of-town							
<b>Subtotal Travel</b>							
<b>d. EQUIPMENT</b>							
Office Equipment							
Classroom/Outdoor/Home Based/FCC							
Vehicle Purchase							
Other Equipment							
<b>Subtotal equipment</b>							

<b>e. SUPPLIES</b>				
Office Supplies				
Child and Family Services supplies				
Food Services supplies				
Other Supplies (Various)				
<b>Subtotal supplies</b>				
<b>f. CONTRACTUAL</b>				
1f. Admn. Services (Legal,Accounting)				
2f. Health/Disability Services/Mental Health)				
3f. Food Service				
4f. Child Transportation Services				
5f. Training & Technical Assistance (RESTRICTED)				
6f. Family Child Care				
7f. Delegate Agency Costs				
8f. Other Contracts				
<b>Subtotal contractual</b>				
<b>g. CONSTRUCTION</b>				
New Construction				
Major Renovation				
Acquisition of Buildings/Modular Units				
<b>Subtotal construction</b>				
<b>h. OTHER</b>				
1h. Depreciation/Use Allowance (Pending)				
2h. Rent				
3h. Mortgage				
4h. Utilities				
5h. Bldg & Child Liability Ins				
6h. Bldg Maintenance				
7h. Incidental Alterations				
8h. Local Travel & Field Trips				
9h. Nutrition Services				
10h. Child Services - Consultants				
11h. Volunteers (APPLICABLE ONLY TO NFS)				
**11h. Volunteers - % FRINGES (APPLICABLE ONLY TO NFS)				
12h. Substitutes (IF <b>NOT</b> PAY BENEFITS) GRANTEE APPROVAL REQUIRED (Detail Name of All Approve Subs Staff with Position)				
13h. Parent Services (RESTRICTED)				
14h. Accounting & Legal Svcs				
15h. Publication/Adv/Printing				
16h. Training or Staff Development				
17h. Other: (Provide Description is more than one item budgeted here)				
17h. Other: EHS DIAPER Allowance if applies (RESTRICTED)				
<b>Subtotal Other</b>				
i. Total direct Charges (sum of a thru h)				
j. Total Indirect Charges				
k. Totals (sum of i thru j)				
TOTAL EXPENSES:				
			Adm Limitation:	



## APPENDIX C– LEASE AGREEMENT

This Lease Agreement (hereinafter “Agreement”) made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Miami-Dade County, a political subdivision of the State of Florida (herein sometimes designated or referred to herein as the “County” or “Landlord”), and The School Board of Miami-Dade County, Florida, a body corporate and politic existing under the laws of the State of Florida ((herein sometimes designated or referred to herein as the “School Board” or “Tenant”). The County and the School Board are sometimes referred to in this Agreement individually as “Party” and collectively as the “Parties”.

### **RECITALS:**

WHEREAS, the County is a grantee of the United States Department of Health and Human Services, which provides the funding for the Head Start/Early Head Start Program;

WHEREAS, the County and the School Board have entered into an Agreement (Contract D-10122q) setting forth the terms and conditions of the School Board’s continued role as a Head Start/Early Head Start Delegate Agency.

WHEREAS, the School Board owns and has under its jurisdiction certain real property, located at various Miami-Dade County Public School sites (hereinafter referred to as the “Real Property”), which sites currently house one or more County-owned portables (hereinafter collectively referred to as the “Portables” or “Modular Units” or “Premises”), purchased using federal funds and for which there is a federal interest attaching to the said Portables but not to the Real Property, used by the School Board to operate the Head Start/Early Head Start program under the Interlocal Agreement dated August 1, 2012; and

WHEREAS, the Parties are desirous of entering into this Lease Agreement to allow the County-owned Portables to remain on School-Board owned land (Real Property), and for the School Board to continue to occupy and utilize the Portables for the operation of the Head Start/Early Head Start Program (Contract No. D-10122q), under the terms and conditions as set forth below; and

WHEREAS, the County has authorized this Agreement, at its meeting held on \_\_\_\_\_, 2021, pursuant to Resolution No. \_\_\_\_\_; and

WHEREAS, the School Board has authorized this Agreement, at its meeting held on \_\_\_\_\_, 2021, in accordance with School Board Action No. \_\_\_\_\_; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the School Board agree as follows:

### **ARTICLE 1. INCORPORATION OF RECITALS**

The Parties hereto agree that the foregoing recitals are true and correct and are incorporated herein by reference.

### **ARTICLE 2. DESCRIPTION OF PREMISES/PORTABLES**

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Portables, more specifically described as follows:

1 MODULAR UNIT:	16001 BUNCHE PARK DRIVE, MIAMI GARDENS, FL 33054
1 MODULAR UNIT:	2101 NW 127 STREET, MIAMI, FL 33167
2 MODULAR UNITS:	1775 NW 60 STREET, MIAMI, FL 33142
2 MODULAR UNITS:	1420 WASHINGTON AVENUE, MIAMI BEACH, FL 33139
6 MODULAR UNITS:	14835 FILMORE LANE, HOMESTEAD, FL 33033
2 MODULAR UNITS	14120 NW 24 AVENUE, OPA LOCKA, FL 33054
1 MODULAR UNIT:	15640 NE 8 AVENUE, NORTH MIAMI BEACH, FL 33162
2 MODULAR UNITS:	7540 E TREASURE DRIVE, NORTH BAY VILLAGE, FL 33141

Notwithstanding anything to the contrary contained herein, the Portables have been inspected by the Tenant who accepts the Portables in its “as-is” and “where-is” condition, with any and all faults, and who understands and agrees that the Landlord does not offer any implied or expressed warranties as to the condition of the Premises and/or whether it is fit for any particular purpose. The County acknowledges and agrees that the School Board retains fee simple ownership of the Real Property at all times during the term of this Agreement.

### **ARTICLE 3. TERM**

The term of this Agreement shall run concurrent with the effective date of Contract No. D-10122q. Commencing on the "Effective Date" (also referred to herein as the "Commencement Date") of Contract No. D-10122q and expiring on the last day of Contract No. D-10122q, unless terminated sooner pursuant to the provisions therein, hereinafter "Termination Date", and will renew automatically for four (4) additional terms of one (1) year each, provided Contract No. D-10122q remains in full force and effect. After the Commencement Date, the Landlord shall send the Tenant a Letter of Commencement, identifying both the Commencement Date, and the Termination Date of this Agreement.

This Agreement shall terminate on the Termination Date or at the end of any extension or renewal thereof, without the necessity of any notice from either the Landlord or the Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Portables and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Portables from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Portables at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding Tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Portables to such succeeding Tenant and/or developer.

If Tenant shall be in possession of the Portables after the Termination Date, in the absence of any agreement extending the term hereof, the tenancy under this Agreement shall become one of month-to-month, terminable by either Party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Agreement.

**ARTICLE 4. RENT**

Commencing on the Effective Date, Tenant shall pay to the Landlord an annual base rental of One and 00/100 Dollar (\$1.00) which is the Fixed Minimum Rent (regardless of the number of Portables occupied and used by the School Board under this Agreement), payable in advance each year on the anniversary date of this Lease Agreement or any extension or renewal thereof, to the Board of County Commissioners, c/o Internal Services Department, Real Estate Management Section, 111 NW 1<sup>st</sup> Street, Suite 2460, Miami, FL, 33128, or at such other place and to such other person as the Landlord may from time to time designate in writing, as set forth herein.

**ARTICLE 5. PERMITTED USE OF PREMISES/PORTABLES**

The Portables shall be used by the School Board, its students, faculty, staff and invitees solely for Head Start/Early Head Start, Childcare Center and for administrative offices related to such use ("Permitted Use"), and for no other purpose. The School Board shall have full control, custody, right and use of the Portables at all times throughout the term of this Agreement. Tenant shall cause its business to be conducted and operated in such a manner as to assure that such operation is in compliance with any and all laws, ordinances, rules and/or regulations, of all federal state and local governmental agencies, including, without limitation the Florida Building Code, the Americans with Disabilities Act, and the Jessica Lunsford Act, as may be amended from time to time and to the extent required by applicable law.

Tenant agrees that no changes in the Permitted Use of the Portables are permitted without the expressed prior written permission of the Landlord. Upon failure of the Tenant to operate the Premises in accordance with the Permitted Use, as herein stated above, this Agreement shall automatically terminate and become null and void, and any and all improvements on or to the Portables shall become the property of the Landlord.

The School Board may, at the School Board's sole cost and expense, re-key the locks in the Portables, in which event the School Board shall provide the County with a set of keys to same.

**ARTICLE 6. CONDITION OF PREMISES/PORTABLES**

Tenant hereby accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, as it is in at the beginning of this Agreement. Landlord makes no expressed or implied warranty as to the condition of the Premises and/or whether the Premises is habitable or fit for any particular use or purpose. The Landlord expressly refuses to extend and specifically denies any implied warranty as to the condition of the Premises or any of the structures.

Landlord and Tenant further agree that the Tenant shall be solely responsible for obtaining, securing and/or maintaining any and all permits and licenses, including, but not limited to, building permit(s) and occupancy license(s). Tenant agrees to be solely responsible for the cost to obtain any type of permit(s) and/or license(s).

The Parties hereby expressly acknowledge and agree that Tenant shall not occupy or otherwise utilize any portion of the Premises where a particular permit or license is necessary for occupancy or operation when Tenant does not have such permit or license for any reason whatsoever, and Tenant shall refrain from such occupancy and/or operation unless and until the Tenant has secured, in hand, the appropriate permit(s) and/or license(s) which authorize and warrant the use of such portion or area(s) of the Premises as contemplated under this Agreement, and Tenant has also fully complied, also at its sole cost and expense, with any and all building and fire codes.

Further, in accordance with Article 8 below, the Tenant hereby agrees that it will repair and/or improve any portion(s) of the Premises that is in need of repair or improvement in order for the Premises to meet the requirements of any 40-Year Recertification building requirements, as administered and required by Miami-Dade County and/or the State of Florida, as may be applicable.

**ARTICLE 7. UTILITIES**

The School Board shall establish and pay all utility accounts serving the Portables including, without limitation, electricity, water, sewer, solid waste disposal, storm water and trash collection.

**ARTICLE 8. MAINTENANCE AND CUSTODIAL SERVICES**

The School Board shall provide all routine maintenance and repairs of the Portables, including, but not limited to, play apparatus, fencing, interior light bulb and ballast replacement, air conditioning filter cleaning and/or replacement, routine electrical and plumbing repairs, and routine care of landscaped areas. School Board responsibilities shall include any and all infrastructure (lines, pipes, wiring) leading to the Premises/Portables, as well as any and all vegetation, including all grass, hedges, trees, and plants which are near or about the Premises/Portables, and shall maintain and keep free of debris all parking areas, pathways, walkways, and/or sidewalks adjacent to or leading to or from the Premises/Portables. Tenant shall be solely responsible for and shall repair any damage to the Premises/Portables as a result of Tenant or Tenant's agents, employees, invitees, or visitors use of the Premises, ordinary wear and tear excepted. In addition, the School Board shall provide all routine custodial or janitorial services to the Premises. Tenant will keep the interior of the Premises/Portables, together with all electrical and plumbing, other mechanical installations as may be applicable, and systems therein in good order and repair, and will make all replacements from time to time required thereto at its expense; and will surrender the Premises/Portables at the expiration of the term or at such time as it may vacate the Premises in as good condition as when received, ordinary wear and tear excepted.

The County shall retain responsibility for the structural elements of the Portable(s) (including, but not limited to, the roof, exterior walls/windows/doors, flooring, and the foundation/tie-downs), as well as the access ramps and HVAC system (other than air conditioning filter cleaning and/or replacement). If, after proper notice, the County fails to carry out any necessary maintenance and repairs within thirty (30) days of notification, or if immediate action is necessary in order to preserve the health and wellbeing of the occupants or prevent further damage to the property, the School Board shall have the right, but not the obligation, to make the necessary repairs, and the County shall reimburse the School Board for same.

**ARTICLE 9. DESTRUCTION OF PREMISES/PORTABLES**

Tenant shall be responsible for and shall repair any and all damage caused to the Premises as a result of Tenant's use of the Premises or any vandalism, malicious mischief, or criminal acts thereto. The Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises.

In the event the Premises, in whole or in part, should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Premises are rendered untenable or unfit for the purpose of Tenant, either Party may cancel this Agreement, in whole or in part, by the giving of thirty (30) days' prior written notice to the other.

If either the entire Premises or any structure(s) which is part of the leased Premises is partially damaged due to Tenant's negligence, but not rendered unusable for the purposes of this Agreement, the same shall be immediately repaired by Tenant from proceeds of the insurance coverage and/or at its own cost and expense and there shall be no abatement in rent. If the damage shall be so extensive as to render such Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by Tenant from the proceeds of the insurance coverage policy and/or at its own cost and expense, and there may be an abatement in rent if agreed to by Landlord. In the event that said Premises are completely destroyed due to Tenant's negligence, Tenant shall repair and reconstruct the Premises so that they equal the condition of the Premises on the date of possession, per the Effective Date of this Agreement. In lieu of reconstructing, Tenant shall pay the Landlord the costs to restore the Premises to its condition on the date of possession, per the Effective Date of this Agreement. Each Party to this Agreement shall have all remedies available to it at law and in equity.

**ARTICLE 10. IMPROVEMENTS AND REPAIRS**

Tenant, at its sole cost and expense, and subject to prior written approval of the County, which approval shall not be unreasonably withheld, may make such improvements to the Portables that it shall deem reasonably necessary to place the Portables in such a state or condition that the Tenant may use it for the purposes described in this Agreement. Tenant understands and agrees to procure any and all construction and electrical services in strict compliance with section 255.20, Florida Statutes.

Prior to commencing any construction, the Tenant must deliver all plans, specifications and scheduling for any construction, fencing, landscaping or other improvements, at its sole cost and expense, to the Landlord, and specifically to the Director of the Internal Services

Department for written approval at least thirty (30) days before the commencement of any work. Further, the Tenant shall not commence construction of any improvements upon the Portables unless and until it has secured, and has on-hand, sufficient funds or resources to complete the improvement project.

Tenant shall cause any and all repairs and/or improvements to be performed competently and in a good and workmanlike manner by a duly qualified and licensed person(s) or entities, using first grade materials.

Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Portables, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Portables, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Portables.

Landlord shall have no obligation, financial, regulatory or otherwise, for any and/or all activities necessary to construct, maintain or repair Tenant's improvements, or for Tenant's operations within on or about the Portables during the term of this Agreement.

If Tenant's construction or repair activities or other actions relative to the Portables result in the introduction of hazardous materials or contamination of the soil or ground water, then the Tenant agrees to: (1) immediately notify the Landlord of any contamination, claim of contamination or damage, (2) after consultation and with the approval of the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (3) to indemnify, subject to limitations of Section 768.28, Florida Statutes, as applicable, and hold the Landlord harmless from and against any claim, suits, causes of action, excluding attorneys' fees and costs arising from or connected with such contamination, claim of contamination or damage or, in the alternative, either Party may cancel the Agreement for the impacted Portable(s).

All leasehold improvements installed on or about the Portables at any time, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Portables at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Agreement (either on the Termination Date, or any extension or renewal thereof, or upon such earlier termination or cancellation as provided for in this Agreement), all such leasehold improvements shall be deemed to be part of the Portables, and shall not be removed by Tenant when it vacates the Portables, and title thereto shall vest solely in the Landlord without payment of any kind or nature to Tenant.

Should the Tenant bring and/or add any additional furniture and/or equipment to the Portables, which personal property can be removed without damage to the Portables, such shall remain the Tenant's property and may be removed from the Portables at any time up until the expiration of this Agreement.

Prior to commencing any construction and/or repair to any Portable, including the purchase of supplies and/or materials from materialmen and suppliers, and/or before recommencing any such work or repair after a default or abandonment, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, a payment bond and performance bond, or such other alternate form of security, each which meet the requirements, as applicable, of section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated purchase of supplies and/or materials, and/or commencement of the construction and/or repairs. Said payment and performance bonds shall be in the name of the Landlord as an additional payee and obligee, the form of such bonds shall be as provided by section 255.05, Florida Statutes and each shall be in the amount of the entire cost of the construction and/or repair project regardless of the source of funding. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County, Florida, and providing notice to subcontractors and suppliers, as required by section 255.05, Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project. However, the foregoing requirement of securing a performance bond shall not be required when such contract for any construction work and/or repair is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than \$25,000.

**ARTICLE 11. DELETING PORTABLES:**

Subsequent to the Commencement Date (as hereinabove defined), the Superintendent of Schools ("Superintendent") or designee may, at the Superintendent's sole option, reduce the number of Portables used by the School Board under this Agreement, by providing the County with a minimum of thirty (30) days advance written notice of same. Effective with the date of removal of the Portable(s), Article 2 shall be amended to reflect the deleted Portable(s). At such time as the County is notified that one or more of the Portables are to be eliminated from use by the Board, the County shall seek necessary DHHS approval, and within sixty (60) days from receipt of such DHHS approval, and subject to necessary approvals by the School Board building department, the County will remove the impacted Portable(s) at the County's sole cost and expense. If the School Board desires to move or relocate a Portable, for its own purpose or convenience, even if such relocation remains on the same

property, the School Board shall, at the School Board's sole cost and expense, move or relocate the Portable, with prior written notice to the County, DHHS approval, and in accordance with all applicable federal regulations.

Upon elimination from use, and prior to removal of any Portables from the Real Property, the County shall schedule such removal with the site administrator for a time mutually acceptable to the Parties. The County and its contractors shall take all necessary safety precautions during removal of the Portable(s), secure all work areas with appropriate fencing and otherwise coordinate with the site administrator to assure the safety of students, staff, visitors, invitees and the public at all times during removal of the Portable(s), and that any activities by the County are performed in a manner not to unreasonably interfere with or disrupt the educational activities or operations taking place at the Real Property.

At the conclusion of the work, the County shall, at the County's expense, restore the impacted site, including the areas affected by the removal of the Portable(s), to a condition that is safe, secure and usable, including, but not limited to, the removal and disposal of equipment, materials and debris, and shall leave the site in as good or better condition as existed prior to placement of the Portable(s) on the Real Property.

**ARTICLE 12. ASSIGNMENT AND SUBLEASE**

Without the written consent of Landlord first obtained in each case, Tenant shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Agreement for the term hereof, which consent may be withheld in Landlord's absolute discretion. This prohibition includes, without limitation, (a) any subletting or assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; and (b) an assignment of subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency, or other proceedings.

**ARTICLE 13. NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the Portables above described shall be at the sole risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant for any damage to said personal property unless solely caused by or due to the gross negligence of Landlord, Landlord's agents or employees, subject to all limitations of section 768.28, Florida Statutes.

**ARTICLE 14. LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS**

Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Portables, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Portables, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Portables at Tenant's own risk. Tenant shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Tenant, its guests, licensees, and/or the Portables.

Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned or caused by any actions or inactions which is the direct or indirect cause of any breaking, bursting, stoppage or leaking of water, gas, sewer, electrical, telephone or other utility pipes and/or lines and/or the effects or results from failed, down, broken or damaged cable and/or wires. To the maximum extent permitted by law, Tenant agrees to use and occupy the Portables, and to use the Portables at Tenant's own risk.

**ARTICLE 15. SIGNS**

Tenant will not place or suffer to be placed or maintained on the exterior of the Portable(s), or any part of the wall encircling the Portables, if applicable, any sign, decoration, letter or advertising matter or any other thing of any kind or nature without first obtaining the Landlord's prior written approval. If permitted, Tenant will, at its sole cost and expense, maintain such sign, decoration, lettering, advertising matter or other thing as may be permitted hereunder by the Landlord in good condition and repair at all times.

Signs will be of such design and form that they are acceptable to the Landlord, and any and all such signs must first be approved by Landlord, and the cost of painting and installing any sign(s) shall be borne by Tenant. All signs shall be removed by Tenant at termination of this Agreement and any damage or unsightly condition caused to Portables because of, or due to, said signs shall be satisfactorily corrected or repaired by Tenant.

The Tenant shall not remove any sign posted by the Landlord on the exterior or interior of the Portable without prior written approval. The required notice of federal interest in the Portable(s) must be, at all times, visible and clearly posted on the exterior and interior of the portable as per HSPPS 1303.47 (c).

**ARTICLE 16. LANDLORD’S RIGHT OF ENTRY**

Landlord or any of its agents shall have the right to enter the Portables during all reasonable working hours, upon the giving of twenty-four (24) hours’ prior notice, and being accompanied by an employee of the Tenant to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Agreement. Notwithstanding the forgoing, Landlord reserves the right to enter the Portables without prior notice, and without being accompanied by an employee of the Tenant in cases and/or instances of an emergency.

**ARTICLE 17. PEACEFUL POSSESSION**

Subject to the terms, conditions, and covenants of this Agreement, Landlord agrees that Tenant shall and may peaceably have, hold, and enjoy the Portables without hindrance or molestation by Landlord.

**ARTICLE 18. SURRENDER OF PREMISES**

At the end of the term of this Agreement or any extension thereof, Tenant agrees to surrender to Landlord and to promptly and peacefully surrender and deliver possession of the Portables to the County in as good condition as the Portables were at the beginning of the term of this Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted in accordance with the terms and conditions of this Agreement. The School Board shall remove all of the School Board’s personal property and other items belonging to the School Board from the Portables. In addition, and at the request of the County, the School Board shall remove any improvements, facilities or signage constructed or installed by the School Board within or to the Portable(s), if any, and to restore the impacted area of the Portable(s) to the same or better condition as existed before the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other acts of God, excepted. In the event the County elects for the Board to leave any or all of said improvements constructed by the Board within the Portables, the School Board shall convey title to the improvements to the County, without compensation due to the School Board. The School Board shall surrender all County-owned FF&E and shall promptly return all keys and other items belonging to the County and shall coordinate with the County to ensure a proper and timely surrender of the Portables. Any of the School Board’s personal property not removed within thirty (30) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

In addition, at the end of the term of this Agreement or any extension thereof, the County shall seek necessary DHHS approval, and within one hundred eighty (180) days from receipt of such DHHS approval, and subject to necessary approvals by the School Board building department, the County will remove all remaining Portable(s) from the Real Property at the County’s sole cost and expense, and shall, at the County’s expense, restore the impacted site, including the areas affected by the removal of the Portable(s), to a condition that is safe, secure and usable, including, but not limited to, the removal and disposal of equipment, materials and debris, and shall leave the site in as good or better condition as existed prior to placement of the Portable(s) on the Real Property.

**ARTICLE 19. INDEMNIFICATION AND HOLD HARMLESS**

The County does hereby agree to indemnify and hold harmless the School Board, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the County arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the School Board from any liability or claim arising out of the negligent performance or failure of performance of the School Board or as a result of the negligence of any unrelated third party.

The School Board does hereby agree to indemnify and hold harmless the County, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the School Board shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the School Board arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the School Board. However, nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County or as a result of the negligence of any unrelated third party.

The provisions of this Article shall survive the expiration, or early termination or cancellation of this Agreement.

Nothing in this Agreement is intended to operate as a waiver of either Parties’ sovereign immunity.

**ARTICLE 20. LIABILITY FOR DAMAGE OR INJURY**

Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the negligence of Landlord, its officers, employees, or agents, subject to the limitations of section 768.28, Florida Statutes.

**ARTICLE 21. SUCCESSORS IN INTEREST**

It is hereby acknowledged and agreed between the Parties that all covenants, conditions, agreements, and undertakings contained in this Agreement shall extend to and be binding on the respective successors and assigns of the respective Parties hereto, the same as if they were in every case named and expressed.

**ARTICLE 22. TERMINATION**

**TERMINATION BY LANDLORD:** The occurrence of any of the following shall cause this Agreement to be terminated by the Landlord upon the terms and conditions also set forth below:

- A. Automatic Termination:
  - 1) Institution of proceedings in voluntary bankruptcy by the Tenant.
  - 2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.
  - 3) Assignment by Tenant for the benefit of creditors.
  - 4) Failure of Tenant to maintain its not-for-profit tax status, if applicable.
  
- B. Termination after ten (10) calendar days from receipt by Tenant of written notice by certified or registered mail sent to Tenant for any of the following:
  - 1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) calendar day period from the date of the written notice.
  - 2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) calendar day period from date of written notice.
  - 3) Use of the Premises for any purpose other than specifically allowed in Article 5 of this Agreement.
  
- C. Termination after thirty (30) calendar days from receipt by Tenant of written notice by certified or registered mail to the address of the Tenant for the following:
  - 1) Non-performance of any covenant of this Agreement other than non-payment of rent and others listed in A and B above, and failure of the Tenant to remedy such breach within the thirty (30) calendar day period from receipt of the written notice, or where a court finds that the Tenant has brought a frivolous and/or baseless claim or defense.
  
- D. A final determination in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord or brought by the Landlord against Tenant.
  
- E. Notwithstanding and prevailing over any other provision in this Agreement, Landlord, through its County Mayor or Mayor's designee, shall have the right to terminate this Agreement or any portion thereof, at any time, with or without cause, and for any reason whatsoever, by giving the Tenant sixty (60) calendar days written notice of such termination prior to its effective date. Should the term of this Agreement, at the time the Landlord elects to provide the Tenant with notice of termination, be equal to or less than sixty (60) calendar days, then notice shall be commensurate with the remaining term of this Agreement.

**TERMINATION BY TENANT:** The Tenant, shall have the right to cancel this Agreement at any time by giving the Landlord at least sixty (60) calendar days written notice prior to its effective date.

**ARTICLE 23. CHANGES AND ADDITIONS BY LANDLORD**

Landlord reserves the right at any time and from time to time to: (a) make or permit changes or revisions to the Portable(s), including, but not limited to additions of, subtractions from, rearrangements of, alterations of, modifications of, and/or supplements to any and all entrances; (b) make or permit changes or revisions in the Portable(s), including additions or subtractions thereto.

Landlord also reserves the right at any time and from time to time to: (a) relocate Tenant to another area within the Portable(s) without penalty or cost to the Landlord; and/or (b) to change or swap a portion or portions of the Portable(s) currently under lease by this Agreement. Landlord acknowledges and agrees that any such work requiring the issuance of a permit shall be reviewed by the School Board's Building Department, which department shall retain jurisdiction for the issuance of permits and inspection of the work.

**ARTICLE 24. NOTICES**

It is understood and agreed between the Parties hereto that written notice to Landlord and Tenant shall be mailed, certified mail, return

receipt requested, with all postal charges pre-paid or delivered by a nationally recognized delivery service (such as FedEx or DHL) and addressed as follows:

Landlord	With Copy to
Miami-Dade County Internal Services Department, Real Estate Development Division 111 NW 1 <sup>st</sup> Street, Suite 2460 Miami, FL, 33128-1907 Attention: Real Estate Manager	Miami-Dade County Community Action and Human Services Department 701 NW 1 <sup>st</sup> Court, 9 <sup>th</sup> Floor Miami, FL, 33136 Attention: Head Start/Early Head Start Program Director

Tenant
<p>The School Board of Miami-Dade County, Florida,                      c/o Superintendent of Schools                      School Board Administration Building                      1450 NE 2<sup>nd</sup> Avenue, Suite 912, Miami, FL, 33132</p> <p>With a copy to:</p> <p>Miami-Dade County Public Schools                      Planning, Design and Sustainability                      Attention: Eco-Sustainability Officer                      1450 N.E. Second Avenue, Room 525                      Miami, Florida 33132                      Fax: 305-995-4760                      E-mail: <a href="mailto:NSimon1@dadeschools.net">NSimon1@dadeschools.net</a></p> <p>With a copy to:</p> <p>The School Board of Miami-Dade County, Florida                      School Board Attorney's Office                      1450 NE 2<sup>nd</sup> Avenue, #400                      Miami, FL 33132                      Attn: School Board Attorney                      Fax: 305-995-1412                      E-mail: <a href="mailto:Walter.Harvey@dadeschools.net">Walter.Harvey@dadeschools.net</a> and  <a href="mailto:ACraft@dadeschools.net">ACraft@dadeschools.net</a></p>

Notices provided herein in this paragraph shall constitute sufficient notice to Landlord and Tenant to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

**ARTICLE 25. INSURANCE**

The Tenant shall provide the County with confirmation of the Tenant's self-insurance program, as well as proof of Student Accident Insurance as required under 45 CFR, Part 1301.11. The Tenant shall at all times during the term of this Agreement, maintain such self-insurance program subject to the limitations included within section 768.28, Florida Statutes.

**ARTICLE 26. PERMITS, REGULATIONS & SPECIAL ASSESSMENTS**

Tenant covenants and agrees that during the term of this Agreement, Tenant will obtain any and all necessary permits, licenses and approvals, and that all uses of the Portable(s) will be in conformance with any and all applicable laws, ordinances, rules, regulations, including all applicable zoning rules and regulations that are determined pertinent by a governmental entity. Any and all charges, taxes, or assessments levied against the Portable(s) shall be paid by Tenant, as may be applicable, and failure to do so will constitute a breach of this Agreement.

County and School Board as Sovereign.



It is expressly understood that notwithstanding any provision of this Agreement and the Landlord's status thereunder:

- a) The Landlord retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises or the operation thereof, or be liable for the same; and
- b) The Landlord shall not by virtue of this Agreement be obligated to grant the Tenant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.
- c) The School Board retains all of its sovereign prerogatives and rights and regulatory authority as a school district under Florida laws and nothing contained herein shall affect its status as such.

No Liability for Exercise of Police Power.

Notwithstanding and prevailing over any contrary provision in this Agreement, or any Landlord covenant or obligation that may be contained in this Agreement, or any implied or perceived duty or obligation including but not limited to the following:

- a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;
- b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;
- c) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or
- d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

Tenant shall not bind the Board of County Commissioners, the Regulatory and Economic Resources department, or any division thereof, or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Notwithstanding any other provision of this Agreement, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of the Premises, shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Agreement. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Agreement.

**ARTICLE 27. FORCE MAJEURE**

The Landlord and Tenant hereby agree that term "*Force Majeure*" in this lease Agreement, and when applied to this lease Agreement, shall mean an unforeseen event or occurrence that is beyond the control of one or both of the Parties, such as a war, strike, riot, crime, acts of nature, or act of God (e.g., flooding, earthquake, hurricane) that in fact prevents one or both parties from fulfilling their respective obligation(s) in a timely manner under this lease Agreement. *Force Majeure* shall excuse the Party or Parties from liability or obligation only during the period of time when the extraordinary event occurs and the circumstances beyond the Party or Parties' control continue to prevent the Party or Parties from performance under this Agreement. *Force Majeure* is specifically not intended to shield or otherwise excuse the negligence or malfeasance of a Party, as where non-performance is caused by lack of foresight, prudence and/or failure to exercise precautionary measures.

A Party asserting *Force Majeure* as an excuse for delay or non-performance shall have the burden of proving that failure to perform could not have been avoided by the exercise of due care by that Party, that reasonable steps were taken to minimize any delay, as well as to avoid any damages caused by subsequent foreseeable events, that all non-excused obligations were timely fulfilled, and that the other Party was timely notified, in writing, of the likelihood of or the actual occurrence of the extraordinary event which would justify such an assertion, so that reasonable measures could be contemplated and possibly taken by the other party, and the other Party has in fact recognized, in writing to the Party asserting a claim of *Force Majeure*, that the occurrence is an event equating to *Force Majeure*.

Tenant and Landlord shall be excused only for the period of any delay associated with the *Force Majeure* event, and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this lease Agreement when prevented from so doing by cause or causes beyond Tenant's or Landlord's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of Tenant or Landlord.

## **ARTICLE 28. WAIVER**

If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both Parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of lesser amount than the monthly installments of rent (or additional rent if such obligations are later stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to or waiver of Landlord's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Agreement. Further, any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or statement shall have no effect whatsoever, and shall be deemed to have never been written at all. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Agreement.

## **ARTICLE 29. DEFAULT AND REMEDIES**

Consistent with and in addition to Article 22 A. and B., Termination, above, if Tenant shall fail to pay any monthly installment or item of rent on the date when the same becomes due, or poses a threat to health or safety of the public or patrons, or uses the premises for any purpose other than specifically allowed in Article 5, and if such violation or failure continues for a period of ten (10) calendar days after written notice thereof to Tenant by Landlord, then Landlord may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable.

Consistent with and in addition to Article 22 C., Termination, above, should Tenant elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of rent), which default has not been cured within thirty (30) calendar days after the giving of notice by Landlord, unless such default is of such nature that it cannot be cured within such thirty (30) day period, in which case no event of default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently prosecute the curing of same, and/or such remedy for any such default is not otherwise addressed in this Agreement, then the Landlord shall be permitted to terminate this Agreement, and immediately take possession of the Premises.

Should Tenant vacate or abandon the Premises at any time during the term of this Agreement, Landlord shall be permitted to immediately take possession of the Premises.

Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Agreement which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon, at the highest legal rate of interest as permitted by the State of Florida, and shall be immediately payable by Tenant to Landlord.

Notwithstanding the provisions above, and regardless of whether an event of default shall have occurred, Landlord may exercise the remedy described in this article without any notice to Tenant if Landlord, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation by Tenant constitutes an emergency.

If this Agreement is terminated or cancelled by Landlord, Tenant nevertheless shall remain liable for any and all rent and damages which may be due, become due or sustained by Landlord, along with any and all reasonable costs, fees and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises or a portion thereof to others.

All rights and remedies of Landlord under this Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

Default by Landlord: Consistent with and in addition to Article 22, Termination, above, should Landlord elect or fail to perform or observe any covenant or condition of this lease Agreement, which default has not been cured within thirty (30) calendar days after the giving of notice by Tenant, unless such default is of such nature that it cannot be cured within such thirty (30) day period, in which case no event of default shall occur so long as Landlord shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently prosecute the curing of same, and/or such remedy for any such default is not otherwise addressed in this Agreement, then the Tenant shall be permitted

to terminate this Agreement, and Landlord shall remove all portables in compliance with the provisions of Article 18. All rights and remedies of Tenant under this Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to Tenant under applicable law.

### **ARTICLE 30. ADDITIONAL PROVISIONS**

#### **Non-Discrimination.**

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under lease agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

Tenant agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Agreement.

The Parties further agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, ethnic or national origin, citizenship status, mental or physical handicap, genetic information, age, political beliefs, sexual orientation, gender, gender identification, marital status, social and family background, linguistic preference, pregnancy or as otherwise provided by law, in the use of the Premises. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the Premises by a Party hereto has occurred, such event shall be treated as a Default hereunder.

#### **Serious Injury or Death.**

Tenant agrees that it will immediately notify the Landlord should any person sustain(s), or is found to have, a serious bodily injury or dies on or about the Landlord's property, and/or within the care, custody or control of the Tenant. The Parties hereby agree that the definition of serious bodily injury shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, in addition to any other requirement(s) regarding notice under this Agreement, the Tenant shall also immediately (same day, or in situations where the same day is not possible, then next day) call the Landlord's Internal Services Department, and notify the Landlord's Director of the Internal Services Department of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury. Further, in instances where an individual died or sustained a serious bodily injury, the Tenant must complete a detailed injury and incident report and immediately (same day or next day) send it to the Landlord, in accordance with the terms of the notice provisions found in this Agreement. The Tenant hereby agrees that it will immediately comply with all of the foregoing requirements notwithstanding any other obligation, including but not limited to, any agreement for confidentiality that it owes or may owe to any other governmental agency, and/or to any friend, or member of a person's family.

#### **Security.**

Tenant is solely responsible for securing and maintaining its own security in and around the Premises. Should the Tenant, at any time and for any reason, believe that security and/or additional security is needed to protect the Tenant, or any of its invitees, guests, licensees, employees, staff, management, and/or the property belonging to any of the foregoing, then it is understood that Tenant shall, at its sole cost and expense, hire and maintain such security. Tenant expressly acknowledges and agrees that any and all security staff and equipment that Landlord has or may maintain on the Premises is there to solely protect and secure the Landlord and its property. Tenant further acknowledges and agrees that the Landlord at any time may increase or decrease its security staff and/or equipment on the Premises without any prior notice or permission from or to Tenant.

#### **Construction.**

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the Party or Parties may require. The Parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement which has been drafted by counsel for both Landlord and Tenant.

#### **Counterparts.**

This Agreement may be signed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement. All signatures attached to this document shall be original, and not electronic.

#### **Headings.**

The headings of the various paragraphs and sections of this Agreement are for convenience and ease of reference only, and shall not be construed to define, limit, augment, or describe the scope, context or intent of this Agreement, or any part(s) of this Agreement.

Successors and Assigns.

The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns, except as may be otherwise provided herein.

Holidays.

It is hereby agreed and declared that whenever the day on which a payment due under the terms of this Agreement, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date or cure period expiration date shall be postponed to the next following business day. Any mention in this Agreement of a period of days for performance shall mean calendar days.

Waiver.

Any waiver of any portion of this Agreement shall be evidenced in writing by the Party that made such waiver. Waiver of any breach of this Agreement shall not constitute waiver of any other breach. Invalidation of any portion of this Agreement due to any waiver, shall not automatically invalidate any other portion of this Agreement.

Severability.

If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

Survival.

The Parties hereby acknowledge and agree that many of the duties and obligations in this Agreement will survive the term, termination, and/or cancellation hereof. Accordingly, the respective obligations of the Tenant and the Landlord under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

Brokers.

Landlord and Tenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Agreement.

Legal Fees and Court Costs

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

Authority of the Superintendent

For purposes of this Agreement, the Superintendent or designee shall be the party designated by the School Board to grant or deny any modifications and approvals required under this Agreement relating to coordinating removal of Portables by the County, as well routine operational issues. In addition to the above, the Superintendent shall also be the party designated by the Tenant to execute amendments to this Agreement within the authority granted him by the School Board in this Agreement, and to grant or deny any approvals required under this Agreement, including, without limitation, amending any of the exhibits to the Agreement, placing the County in default, renewing the Agreement, or canceling and/or terminating the Agreement as provided herein.

Subordination

This Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the School Board under those leases and to all financing that may now or hereafter affect the leases or the Real Property, and to all renewals, modification, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the Landlord shall execute any certificate that the School Board may request within thirty (30) days of said request. Tenant shall give Landlord thirty (30) days written notice before execution of any conveyance or ground or underlying leases. .

Radon Gas

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

**ARTICLE 31. GOVERNING LAW AND VENUE**

This Agreement, including any exhibits, attachments, and/or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) are incorporated herein by reference, and shall be governed by and construed in accordance with the laws of the State of Florida.

The Landlord and Tenant hereby agree that venue shall be Miami-Dade County, Florida, and as a result, any litigation, action, cause of action, including, but not limited to any lawsuit, shall be brought and presented exclusively in a court located in Miami-Dade County, Florida.

**ARTICLE 32. WRITTEN AGREEMENT**

The Parties hereto agree that this Agreement sets forth the entire Agreement between the Parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms, and/or conditions in this Agreement may be added to, modified, superseded, or otherwise altered, except as may be authorized herein, or by a resolution that has been duly reviewed and approved by the Miami-Dade County Board of County Commissioners.

**ARTICLE 33. AMENDMENTS**

In addition to the requirements set forth elsewhere in this Agreement, the County and the School Board, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement, which shall be accomplished through the execution by the Parties of an amendment to this Agreement duly approved by the School Board in compliance with all applicable laws, including, without limitation, Section 1013.15(1), F.S. Such amendments shall be effective only when signed by the County and the School Board and shall be incorporated as part of this Agreement.

The County Mayor or County Mayor's designee has the authority to exercise all provisions related to this lease Agreement on behalf of the Board of County Commissioners, including any amendments, extensions, renewals, termination, waiver, or other provisions.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

[ONLY THE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

Landlord

By: \_\_\_\_\_  
Name: Daniella Levine Cava  
Title: Mayor  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Clerk of the Board

Approved for Legal Form and  
Sufficiency

\_\_\_\_\_  
Assistant County Attorney

**Tenant:**

THE SCHOOL BOARD OF MIAMI-  
DADE COUNTY, FLORIDA

By: \_\_\_\_\_

Alberto M. Carvalho  
Superintendent of Schools

Date: \_\_\_\_\_

**RECOMMENDED:**

\_\_\_\_\_  
Jaime G. Torrens

Deputy Superintendent

Date: \_\_\_\_\_

**TO THE TENANT: APPROVED AS  
TO FORM AND LEGAL  
SUFFICIENCY:**

\_\_\_\_\_  
School Board Attorney

Date: \_\_\_\_\_

\_\_\_\_\_



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** July 8, 2021

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(1)

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
- Statement of social equity 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 present , 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required



Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(F)(1)  
7-8-21

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE'S ACTION IN APPLYING FOR \$66,425,613.00 IN HEAD START GRANT FUNDS FROM THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO ACCEPT AND EXPEND SUCH GRANT FUNDS; AUTHORIZING DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO AWARD CONTRACTS NO. D-10122A THROUGH D-10122Q WITH 17 HEAD START DELEGATE AGENCIES FOR THE PROVISION OF HEAD START PROGRAM SERVICES IN AN AMOUNT NOT TO EXCEED \$66,425,613.00 FOR THE INITIAL ONE-YEAR TERM, AND FOUR, ONE-YEAR OPTIONS TO RENEW, SUBJECT TO THE RECEIPT OF APPLICABLE FEDERAL FUNDS AND APPROPRIATION, AND TO EXERCISE ALL PROVISIONS SET FORTH THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ADDITIONAL AGREEMENTS AND DOCUMENTS AS ARE NECESSARY FOR THE HEAD START PROGRAM, AND TO EXERCISE ALL PROVISIONS SET FORTH THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SOLICIT, ACCEPT, AND EVALUATE NEW APPLICATIONS FOR THE PROVISION OF HEAD START SERVICES AND TO NEGOTIATE AND EXECUTE CONTRACTS FOR HEAD START SERVICES

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.** This Board retroactively authorizes the County Mayor or the County Mayor's designee's action in applying for \$66,425,613.00 from the United States Department of Health and Human Services ("DHHS") for the continued operation of the County's Head Start program, and authorizing the County Mayor or County Mayor's designee to accept and expend such grant funds.

**Section 2.** This Board finds it is in the best interest of Miami-Dade County to award Contracts No. D-10122A through D-10122Q with 17 delegates agencies for the purchase of Head Start Program services in an amount not to exceed \$66,425,613.00 for the initial one-year term, plus four, one-year options to renew, subject to the receipt of applicable federal funds and appropriation, pursuant to section 2-8.1(b)(3) of the Code of Miami-Dade County, by a two-thirds vote of the Board members present.

**Section 3.** This Board authorizes the County Mayor or the County Mayor's designee to execute Contracts No. D-10122A through D-10122P with the 16 not-for-profit delegate agencies identified in Attachment 1, and as included in Attachments 2-3 of the Mayor's memorandum, and to exercise amendments, extensions, renewals, termination, waiver, and other provisions set forth therein, following approval for legal form and sufficiency by the Miami-Dade County Attorney's Office, and in accordance with the Head Start Program Performance Standards and subject to DHHS approval, as necessary, and pursuant to section 2-8.1 of the County Code and Implementing Order 3-38.

**Section 4.** This Board authorizes the County Mayor or the County Mayor's designee to execute Contract No. D-10122Q with the School Board of Miami-Dade County, in substantially similar form as Attachment 4 to the Mayor's memorandum, and to exercise amendments, extensions, renewals, termination, waiver, and other provisions set forth therein, following

approval for legal form and sufficiency by the Miami-Dade County Attorney’s Office, and in accordance with the Head Start Program Performance Standards and subject to DHHS approval, as necessary, and pursuant to section 2-8.1 of the County Code and Implementing Order 3-38.

**Section 5.** This Board authorizes the County Mayor or the County Mayor’s designee to execute other agreements and documents necessary for the Head Start program and grant and to exercise amendments, extensions, renewals, termination, waiver, and other provisions set forth in all such agreements and documents, following approval for legal form and sufficiency by the Miami-Dade County Attorney’s Office.

**Section 6.** This Board authorizes the County Mayor or County Mayor’s designee to solicit, accept, and evaluate new applications for delegate agencies to provide Head Start services, and to negotiate and execute contracts with any new delegate agencies, including lease agreements and sub-lease agreements, subject to approval for legal form and sufficiency by the Miami-Dade County Attorney’s Office, and in accordance with Head Start Program Performance Standards, and subject to DHHS approval and Board ratification.

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

Jose “Pepe” Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 8<sup>th</sup> day of July, 2021. 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: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

LCK

Leigh C. Kobrinski